Companies House

MR01(ef)

Registration of a Charge

Company name: **CHARACTER WORLD HOLDCO LIMITED**

Company number: **06542144**

Received for Electronic Filing: **15/12/2014**

X3MSGDGQ

Details of Charge

Date of creation: **05/12/2014**

Charge code: **0654 2144 0007**

Persons entitled: **MARK SCHWEIGER (AS SECURITY TRUSTEE)**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **HILL DICKINSON LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6542144

Charge code: 0654 2144 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th December 2014 and created by CHARACTER WORLD HOLDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th December 2014 .

Given at Companies House, Cardiff on 16th December 2014

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Gateley

DATED 5 DECEMBER **2014**

(1) **ENSCO 1089 LIMITED AND OTHERS**

(2) **MARK SCHWEIGER (AS SECURITY TRUSTEE)**

GUARANTEE AND DEBENTURE IN RELATION TO £7,998,480 10% MANAGEMENT SECURED LOAN NOTES 2020

This deed is subject to the terms of the Intercreditor Deed referred to herein.

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DATE: 5 DECEMBER 2014

PARTIES:

(1) **THE ENTITIES LISTED IN SCHEDULE 1** (each a **Chargor** and together the **Chargors**); and

(2) **MARK SCHWEIGER** as security trustee for the Secured Parties (the **Security Trustee**).

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this deed, the following definitions apply:

Administrator
any person appointed to be an administrator of a Chargor pursuant to paragraph 14 of Schedule B1 Insolvency Act;

Business Day
any day (other than a Saturday, Sunday or public holiday) during which banks in London are open for general business;

Certificate
each certificate in respect of the Notes;

Charged Assets
all property and assets from time to time charged by or pursuant to this deed (and references to the Charged Assets shall include any part of them);

Collection Accounts
has the meaning given to that term in clause 18.4.4;

Companies Act
the Companies Act 2006;

Company
Ensco 1089 Limited a company incorporated in England and Wales with registration number 9227031;

Debtor
any person who is liable (whether as principal debtor or as surety and whether actually or contingently) to discharge or pay a Receivable;

Default Rate
that rate of interest set out in condition 3.6 of Schedule 2 of the Instrument;

Delegate
any delegate, agent, attorney or co-trustee appointed by the Security Trustee;

Equipment
all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations, apparatus and other tangible moveable property for the time being owned by a Chargor, including any part of it and all spare parts, replacements, modifications and additions;

Event of Default
any of those events set out in condition 6.1 of Schedule 2 of the Instrument;

Financial Collateral
the meaning given to that expression in the Financial Collateral Regulations;

Financial Collateral Regulations
the Financial Collateral Arrangements (No 2) Regulations 2003 (*SI 2003/3226*);

Insolvency Act
the Insolvency Act 1986;

Instrument
the instrument dated on or about the date of this deed and executed by the Parent constituting the Notes;

Insurances
all policies of insurance in which a Chargor has an interest from time to time;

Intellectual Property
all intellectual property rights or equivalent, including:

(a) patents, registered and unregistered trade and service marks, business names, domain names, copyright, rights in designs, rights in inventions, database rights and topography rights (whether or not registered);

(b) applications for any or all of the rights in (a) above, together with the right to apply for registration of such rights;

(c) know-how, trade secrets, confidential information, technical information, customer and supplier lists and any other proprietary knowledge and/or information of whatever nature and howsoever arising,

together with any rights or types of protection of the same or of a similar nature to those listed in (a), (b) or (c) which may subsist anywhere in the world and in each case for their full term (including any reversions or extensions) and/or effect;

Intercreditor Deed
the intercreditor deed dated on or around the date of this deed and made between the Parent, the Chargors, The Royal Bank of Scotland plc, the Security Trustee and others;

LPA
the Law of Property Act 1925;

Material Contracts
the contracts (if any) specified in schedule 3;

Noteholders
the holders from time to time of Notes;

Notes
the £7,998,480 10% management secured loan notes 2020 of the Parent;

Parent
Ensco 1090 Limited a company incorporated in England and Wales with registration number 9227120;

Party
a party to this deed;

Permitted Disposal
a disposal that is:

(a) of any Charged Asset charged by way of uncrystallised floating charge only;

(b) for market value in the ordinary course of business; and

(c) not prohibited by the terms of any Transaction Document;

Permitted Security

(a) liens and rights of set-off securing obligations which are not overdue beyond their standard payment dates, arising by operation of law in the ordinary and usual course of trading over property other than land;

(b) any Security granted (i) in terms of the Transaction Documents, (ii) with the prior written approval of the Security Trustee or (iii) in favour of the Security Trustee; and

(c) any Prior Charge;

Prior Charge

the Security, if any, specified in schedule 4;

Property

any freehold and leasehold property that is a Charged Asset including the property (if any) specified in schedule 2;

Receivables

(a) all present and future book and other debts, rents, royalties, fees, VAT and monetary claims due or owing to a Chargor and all other amounts recoverable or receivable by a Chargor from other persons (whether actual or contingent and whether arising under contract or in any other manner whatsoever);

(b) the benefit of all rights and remedies of any nature relating to any of the matters referred to in (a) above including claims for damages and other remedies for non-payment, all entitlements to interest, negotiable instruments, guarantees, indemnities, Security, reservations of property rights, rights of tracing, unpaid vendor's liens and similar associated rights; and

(c) all proceeds of the matters referred to in (a) and (b) above;

Receiver

any receiver, manager or receiver and manager appointed by the Security Trustee under this deed;

Related Rights

in relation to any Securities, all dividends, distributions and other income paid or payable on such Securities, together with (a) all shares or other property derived from such Securities and (b) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to such Securities (whether by way of dividend, distribution, conversion, redemption, bonus, preference, warrant, option to acquire or subscribe or otherwise);

Required Insurance

each insurance required to be maintained under clause 17.1;

Secured Liabilities

all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or in any other capacity whatsoever of the Chargors to the Secured Parties under any of the Transaction Documents together with any amount which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings;

Secured Parties

the Security Trustee, the Noteholders and each Receiver and Delegate;

Securities
all present and future stocks, shares, loan capital, investments, debentures, bonds, warrants, coupons or other securities (whether or not marketable) held by a Chargor (at law or in equity) together with all Related Rights;

Security
a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

Security Documents
(a) this deed;

(b) any other document entered into at any time by any Group Company creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for the Secured Liabilities; and

(c) any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above;

Security Financial Collateral Arrangement
has the meaning given to that expression in the Financial Collateral Regulations;

Spot Rate of Exchange
the market rate of exchange for the purchase of the relevant currency by the Security Trustee;

Taxes
any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);

Transaction Documents
(a) this deed;

(b) the Trust Deed;

(c) each other Security Document;

(d) each Certificate;

(e) the Instrument; and

(f) any other document designated as such by the Security Trustee and the Parent;

Trust Deed
the security trust deed dated on or about the date of this deed and entered into between the Security Trustee, the Original Noteholders, the Company and each Chargor; and

VAT
(a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and

(b) any other tax of a similar nature, whether imposed on a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere.

1.2 In this deed, a reference to:

1.2.1 a clause or a schedule is, unless otherwise stated, a reference to a clause of, or a schedule to, this deed;

1.2.2 a provision of law includes a reference to that provision as replaced, modified or re-enacted from time to time and any subordinate legislation made under that statutory provision from time to time, in each case whether before or after the date of this deed;

1.2.3 a person includes any individual, firm, company, corporation, government, state or agency of state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);

1.2.4 a **Party**, a **Chargor**, the **Security Trustee**, the **Parent**, the **Company**, any **Noteholder** or any **Secured Party** shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Trustee, any person for the time being appointed as Security Trustee or Security Trustees in accordance with the Transaction Documents;

1.2.5 **disposal** includes any sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary and **dispose** will be construed accordingly;

1.2.6 a company shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;

1.2.7 writing shall, subject to clause 33, include any mode of reproducing words in a legible and non-transitory form; and

1.2.8 this deed or any provision of this deed or any other agreement, document or instrument is to this deed, that provision or that agreement, document or instrument as amended, novated, supplemented, extended or restated.

1.3 The schedules form part of this deed and have the same effect as if expressly set out in the body of this deed and shall be interpreted and construed as though they were set out in this deed.

1.4 The contents table and headings in this deed are for convenience only and do not affect the interpretation or construction of this deed.

1.5 Words importing the singular include the plural and vice versa and words importing a gender include every gender.

1.6 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

1.7 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Instrument, the other Transaction Documents and of any side letters between any parties in relation to any Transaction Document are incorporated into this deed.

1.8 "£" and "sterling" denote the lawful currency of the United Kingdom.

1.9 This deed is subject to the terms of the Intercreditor Deed.

2. COVENANT TO PAY

Each Chargor covenants with the Security Trustee that it will on demand pay or discharge the Secured Liabilities when they fall due.

3. GUARANTEE AND INDEMNITY

Each Chargor irrevocably and unconditionally jointly and severally:

3.1 guarantees to the Security Trustee (on behalf of each Secured Party) the due and punctual performance by each other Chargor of all that Chargor's obligations under the Transaction Documents;

3.2 undertakes with the Security Trustee (on behalf of each Secured Party) that, whenever another Chargor does not pay any amount when due under or in connection with any

Transaction Document, that Chargor shall immediately on demand pay that amount as if it was the principal obligor; and

3.3 agrees with the Security Trustee (on behalf of each Secured Party) that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Security Trustee (on behalf of each Secured Party) immediately on demand against any cost, loss or liability it incurs as a result of a Chargor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Transaction Document on the date when it would have been due.

4. DEFAULT INTEREST

Any amount which is not paid under this deed when due shall bear interest (both before and after judgment and payable on demand) from the due date (or, in the case of costs, fees or expenses incurred, from the date they are so incurred) until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the Default Rate. Such default interest will be calculated on the basis of the actual number of days elapsed and a year of 365 days and will be compounded at monthly intervals.

5. CHARGES AND ASSIGNMENT

5.1 Fixed charges

As a continuing security for the payment of the Secured Liabilities, each Chargor hereby, with full title guarantee, charges, and agrees to charge, in favour of the Security Trustee the following assets which are at any time owned by that Chargor or in which it is from time to time interested:

5.1.1 by way of **first legal mortgage** all the freehold and leasehold property vested in or charged to that Chargor including any property specified in schedule 2, together with all buildings and fixtures (including trade fixtures) at any time on or attached to such property;

5.1.2 by way of **first fixed charge** all other interests (not being charged by clause 5.1.1) in any freehold or leasehold property vested in or charged to that Chargor, the buildings and fixtures and fittings (including trade fixtures and fittings) at any time on or attached to such property;

5.1.3 by way of **first fixed charge** all proceeds of sale derived from, and the benefit of all covenants given in respect of, those assets referred to in clauses 5.1.1 and 5.1.2 and the benefit of all other agreements relating to land;

5.1.4 by way of **first fixed charge** all Equipment and the benefit of all manuals, instructions, warranties, licences and maintenance agreements relating to it;

5.1.5 by way of **first fixed charge** all the Securities;

5.1.6 (to the extent not effectively assigned pursuant to clause 5.2) by way of **first fixed charge** all rights and interests of that Chargor in, and claims under, the Insurances;

5.1.7 by way of **first fixed charge** all its right, title, interest and benefit in and to the Collections Accounts, all monies standing to the credit of the Collections Accounts, all interest accrued on monies standing to the credit of the Collections Accounts and all rights of that Chargor to repayment of any of the foregoing;

5.1.8 by way of **first fixed charge** all monies standing to the credit of that Chargor from time to time on any and all accounts with any bank, financial institution, or other person;

5.1.9 by way of **first fixed charge** the Intellectual Property;

5.1.10 (to the extent not effectively assigned pursuant to clause 5.2) by way of **first fixed charge** the Material Contracts and the benefit of any guarantee or security for the performance of a Material Contract;

5.1.11 by way of **first fixed charge** the benefit of all licences, consents, agreements and authorisations held or utilised by that Chargor in connection with its business or the use of any of its assets;

5.1.12 (to the extent not effectively assigned pursuant to clause 5.2) by way of **first fixed charge** all Receivables; and

5.1.13 by way of **first fixed charge** all the goodwill and uncalled capital of that Chargor.

5.2 **Assignment**

As a continuing security for the payment of the Secured Liabilities, each Chargor , with full title guarantee, assigns and agrees to assign absolutely (subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities) in favour of the Security Trustee all the rights, title, interest and benefit of that Chargor in and to:

5.2.1 the Insurances and all proceeds of such Insurances;

5.2.2 the Material Contracts and the benefit of any guarantee or Security for the performance of a Material Contract; and

5.2.3 the Receivables.

5.3 **Floating charge**

As further continuing security for the payment of the Secured Liabilities, each Chargor charges with full title guarantee in favour of the Security Trustee by way of first floating charge all its assets and undertaking whatsoever and wheresoever situated both present and future not effectively mortgaged, charged or assigned pursuant to the provisions of clause 5.1 and clause 5.2, including heritable property and all other property and assets in Scotland.

5.4 **Qualifying floating charge**

Paragraph 14 of schedule B1 Insolvency Act applies to any floating charge created by or pursuant to this deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act).

5.5 **Prior Charges**

The security created by this deed shall rank subject only to the Prior Charges.

6. **CONVERSION OF FLOATING CHARGE**

6.1 **Conversion by notice**

The Security Trustee may, by written notice to the Parent, convert the floating charge created by this deed into a fixed charge as regards all or any of the Chargors' assets specified in the notice at any time.

6.2 **Automatic conversion**

The floating charge created by the Chargors under this deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in relation to any of the Charged Assets subject to the floating charge created by clause 5.3 (a **Floating Charge Asset**):

6.2.1 if, without the Security Trustee's prior written consent, a Chargor creates or attempts to create any Security (other than a Permitted Security) over all or any Floating Charge Asset;

6.2.2 if any person levies or attempts to levy any distress, execution, attachment or other process against all or any Floating Charge Asset;

6.2.3 if any person presents a petition to wind up a Chargor or applies for an administration order; or

6.2.4 upon the enforcement of this deed.

6.3 **No waiver**

The giving by the Security Trustee of a notice pursuant to clause 6.1 in relation to any class of assets of a Chargor shall not be construed as a waiver or abandonment of the rights of the Security Trustee to serve similar notices in respect of any other class of assets or of any of the other rights of the Security Trustee.

7. CONTINUING SECURITY AND GUARANTEE

7.1 This deed shall be in addition to, and without prejudice to and shall not merge with, any other right, remedy, guarantee or Security which the Security Trustee or any other Secured Party may at any time hold in respect of any of the Secured Liabilities. This deed may be enforced against the Chargors without the Security Trustee or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held or available to any of them.

7.2 This deed shall remain in full force and effect as a continuing security, and, in the case of clause 3 as a continuing guarantee and indemnity, until the Security Trustee shall have certified in writing that the Secured Liabilities have been discharged in full.

8. CLAWBACK

8.1 Any release, discharge or settlement between any Chargor and the Security Trustee shall be deemed conditional upon no payment or security received by the Security Trustee or any other Secured Party in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration or receivership. Notwithstanding any such release, discharge or settlement the Security Trustee shall be entitled to recover the value or amount of such Security or payment from any Chargor as if such release, discharge or settlement had not occurred.

8.2 If any claim of the kind referred to in clause 8.1 is made against the Security Trustee under insolvency laws, the Security Trustee may agree the claim or settle it on any terms it chooses without asking for any Chargor's agreement. If the Security Trustee does agree or settle the claim, the Chargors will be liable under this deed as if a court order had been made containing the terms the Security Trustee has agreed. The Chargors will be responsible for all costs and expenses the Security Trustee properly incurs defending such a claim.

9. WAIVER OF RIGHTS

9.1 The obligations of the Chargors under this deed will not be affected by:

9.1.1 any time, waiver or consent granted to, or composition with, any Chargor or any other person;

9.1.2 the release of any Chargor or any other person under the terms of any composition or arrangement with any creditor of any Chargor;

9.1.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights or remedies against, or Security over assets of any Chargor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument;

9.1.4 the Security Trustee failing to realise the full value of any Security held by it;

9.1.5 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor or any other person or any defective or excessive exercise of any Chargor's powers or authority;

9.1.6 any amendment, novation, supplement, extension, restatement, termination or replacement (in each case, however fundamental and whether or not more onerous) of the Secured Liabilities or any document, guarantee or Security related to the Secured Liabilities including any change in the purpose of, any

extension of or increase in any facility or the addition of any new facility or other document or Security;

9.1.7 any unenforceability, illegality, invalidity, irregularity or frustration of any obligation (actual or purported) of any person under this deed or any other document, guarantee or Security held in connection with the Secured Liabilities;

9.1.8 any insolvency, bankruptcy, liquidation, administration, winding-up, incapacity, dissolution, limitation, disability, the discharge by operation of law or any similar proceedings in respect of a Chargor or any other person;

9.1.9 any change in the constitution, name or style of any Chargor or any other person, or if a Chargor or such other person is a partnership or other unincorporated organisation, its dissolution or any change in its status or membership; or

9.1.10 any other act, omission or circumstance which, but for this provision, might operate to release or discharge a Chargor or otherwise reduce, affect or prejudice its liability under this deed.

9.2 Without prejudice to the generality of clause 9.1, each Chargor expressly confirms that it intends that the guarantee and indemnity and the Security contained in this deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Transaction Documents and/or any loan or amount made available under any of the Transaction Documents for any purposes, and any fees, costs and/or expenses associated with any of the foregoing.

10. DEFERRAL OF RIGHTS

10.1 Each Chargor warrants to the Security Trustee that it has not taken or received, and agrees not to take, exercise or receive the benefit of any Security or other right or benefit (whether by set-off, counterclaim, subrogation, indemnity, claim in insolvency, proof in liquidation or otherwise and whether from contribution or otherwise, all together **Rights**) from or against any other Chargor, its liquidator, an administrator, any surety or any other person in respect of any liability of or payment by it under this deed or otherwise in connection with this deed or the Secured Liabilities.

10.2 If any Rights are taken, exercised or received by a Chargor, that Chargor declares that such Rights and all monies at any time received or held in respect of such Rights shall be held by it on trust for the Security Trustee (on behalf of the Secured Parties) for application in or towards the discharge of the Secured Liabilities.

10.3 Each Chargor agrees that all other Rights and all monies from time to time held on trust by it for the Security Trustee (on behalf of the Secured Parties) under or pursuant to clause 10.2 shall be transferred, assigned or, as the case may be, paid to the Security Trustee, promptly following the Security Trustee's demand.

10.4 This clause 10 shall apply regardless of whether or not the Chargors have performed their obligations under this deed.

11. MULTIPLE CHARGORS

11.1 The liability of each Chargor to the Security Trustee shall be joint and several.

11.2 Until the Secured Liabilities are paid or discharged in full in accordance with the terms of the Transaction Documents each Chargor irrevocably and unconditionally postpones all of its rights of contribution from any other Chargor.

11.3 The Security Trustee may, in its absolute discretion, release or accept any composition from or make any arrangements with any Chargor at any time from its obligations and liabilities to the Security Trustee under this deed or otherwise in respect of the Secured Liabilities without the consent of any other Chargor and without releasing, discharging or otherwise affecting the liability of any other Chargor. The Security Trustee shall not be obliged to notify any other Chargor of such release or composition.

12. **SECURITY TRUSTEE'S PROTECTIONS**

12.1 The Security Trustee may make one or more demands under this deed.

12.2 This deed may be enforced without any Secured Party first having:

12.2.1 recourse to any other right, remedy, guarantee or Security held or available to it;

12.2.2 to take action or obtain judgment in any court against any Chargor or any other person;

12.2.3 to make or file any claim in a bankruptcy, liquidation, administration or insolvency of any Chargor or any other person; or

12.2.4 to make demand, enforce or seek to enforce any claim, right or remedy against any Chargor or any other person.

13. **NEGATIVE PLEDGE**

Each Chargor covenants with the Security Trustee that, during the continuance of the security created by this deed, it shall not without the prior written consent of the Security Trustee:

13.1 create, purport to create or permit to subsist any Security (other than a Permitted Security) upon any of the Charged Assets; or

13.2 dispose of, part possession with or grant any interest in, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Charged Assets save for a Permitted Disposal.

14. **FURTHER ASSURANCE AND POWER OF ATTORNEY**

14.1 **Further assurance**

14.1.1 Each Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s)):

(a) to perfect the Security created or intended to be created under or evidenced by this deed (which may include the execution of a mortgage, charge, assignment or other Security over or in respect of all or any of the assets which are, or are intended to be, the subject of this deed) or for the exercise of any rights, powers and remedies of the Security Trustee or any other Secured Party provided by or pursuant to the Transaction Documents or by law;

(b) to confer on the Security Trustee or any other Secured Party Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this deed; and

(c) to facilitate the realisation of the assets which are, or are intended to be, the subject of this deed.

14.1.2 Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Trustee or the Secured Parties by or pursuant to the Transaction Documents.

14.1.3 Any security document required to be executed by a Chargor pursuant to this clause 14.1 will be prepared at the cost of the Chargors and will contain terms and conditions which are no more onerous than those contained in this deed.

14.1.4 Each Chargor, as registered proprietor, hereby appoints the Security Trustee as its agent to apply for the particulars of this deed and of the interest of the

Security Trustee in the Intellectual Property and any other or future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of that Chargor to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994. Each Chargor hereby agrees to execute all documents and forms required to enable such particulars to be entered on the Register of Trade Marks.

14.2 **Power of attorney**

14.2.1 Each Chargor by way of security irrevocably appoints the Security Trustee and any Receiver or Delegate (in writing under hand signed by an officer of the Security Trustee or any Receiver or Delegate) severally to be its agents and attorneys in its name and on its behalf to:

(a) do all things which that Chargor may be required to do under this deed;

(b) sign, execute, deliver and otherwise perfect any Security required to be signed or executed pursuant to the terms of this deed; and

(c) sign, execute, deliver and complete any deeds, instruments or other documents and to do all acts and things which may be required by the Security Trustee or any Receiver or Delegate in the exercise of any of their powers under this deed, or to perfect or vest in the Security Trustee, any Receiver or Delegate, its nominees or any purchaser, title to any Charged Assets or which they may deem expedient in connection with the disposal or realisation of any Charged Assets.

14.2.2 Each agent and attorney may appoint a substitute or delegate his authority. Each Chargor ratifies and confirms (and agrees to ratify and confirm) anything which an attorney does under the power of attorney conferred by clause 14.2.1.

15. **REPRESENTATIONS AND WARRANTIES**

15.1 Each Chargor represents and warrants to the Security Trustee that:

15.1.1 **Status**

(a) it is a limited liability company duly incorporated, validly existing and registered under the relevant laws of its jurisdiction of incorporation; and

(b) it has the power and all necessary governmental and other consents, approvals, licences and authorities to own its assets and carry on its business as it is being conducted;

15.1.2 **Authority**

it is empowered to enter into and perform its obligations contained in this deed and has taken all necessary action to authorise the execution, delivery and performance of this deed, to create the security to be constituted by this deed and to observe and perform its obligations under this deed;

15.1.3 **Binding obligations**

the obligations expressed to be assumed by it in this deed are legal, valid, binding and enforceable obligations; and

15.1.4 **Non-conflict with other obligations**

the entry into and performance by it of, and the transactions contemplated by, this deed and the granting of this deed and security constituted by this deed do not and will not conflict with:

(a) any law or regulation applicable to it;

(b) its constitutional documents; or

(c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.

15.2 **Matters represented**

Each of the representations and warranties in clause 15.1 will be correct and complied with in all respects at all times during the continuance of the security constituted by this deed.

16. **GENERAL UNDERTAKINGS**

Each Chargor undertakes to the Security Trustee that it will:

16.1 **Maintenance and use**

keep all buildings and erections forming part of the Charged Assets in a good state of repair and keep all Equipment, fixtures, fittings and other effects and services to or forming part of the Charged Assets in good working order and condition;

16.2 **Outgoings**

duly and punctually pay all rates, rents, Taxes, charges and other outgoings due by it in respect of the Charged Assets;

16.3 **Inspection**

16.3.1 permit the Security Trustee or its designated representatives to have, on reasonable notice, access during normal office hours to its accounts and accounting records and to any books and records relating to the Charged Assets, to inspect and take extracts from and make photocopies of the same;

16.3.2 permit the Security Trustee or its designated representatives to have, on reasonable notice, access during normal office hours to any property or Equipment forming part of the Charged Assets to view, inspect, examine and photograph it and all records maintained in connection with it;

16.4 **Comply with statutes**

in relation to the Charged Assets, comply with all obligations under any present or future statute, regulation, order and instrument or under any by-laws, regulations or requirements of any competent authority or of any approvals, licences, permits or consents;

16.5 **Comply with covenants**

observe and perform all covenants and stipulations from time to time affecting any part of the Charged Assets, or the manner of use or the enjoyment of them;

16.6 **Material Contracts**

notify the Security Trustee of any breach of a Material Contract by a counterparty and observe and perform all its obligations under each Material Contract and enforce the obligations of each counterparty to a Material Contract;

16.7 **Deposit of documents and Securities transfers**

16.7.1 unless the Security Trustee otherwise confirms in writing, immediately on entering into this deed or, if later, promptly on receipt of the same, deposit with the Security Trustee all certificates, deeds and documents of title relating to or representing the Charged Assets, original copies of all Material Contracts and all planning consents, building regulation approvals and like documents relating to each Property, together with duly executed transfers or assignments in respect of the Securities with the name of the transferee left blank;

16.7.2 immediately on entering into this deed or, if later, promptly on receipt of the same, provide the Security Trustee with a copy of any report, notices, circulars, accounts, invoice, certificate or other communication received in respect of or in connection with the Charged Assets; and

16.7.3 the Security Trustee may at any time complete the instruments of transfer in respect of the Securities and register the Securities either in its own name or in

the name of any nominee or (following an Event of Default) any transferee selected by it; and

16.8 **Land Registry**

in respect of any freehold or leasehold land specified in schedule 2 or which it may hereafter acquire and which is registered land (or unregistered land subject to compulsory first registration), apply to the Chief Land Registrar for the registration of a Restriction against the registered titles in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated in favour of MARK SCHWEIGER referred to in the charges register."

17. **INSURANCE**

17.1 Each Chargor undertakes to the Security Trustee that it will ensure that at all times insurances are maintained in full force and effect, which:

17.1.1 insure that Chargor's interests in the Charged Assets for their full replacement value against such risks as a prudent person in the same business as that Chargor would insure;

17.1.2 include property owners' public liability and third party liability insurance; and

17.1.3 in each case, are in an amount, in a form and with an insurance company or underwriters acceptable at all times to the Security Trustee.

17.2 Each Chargor must procure that the Security Trustee (as agent and trustee for the Secured Parties) is named as co-insured under each of the Required Insurances (other than public liability and third party liability insurances) but without liability on the part of the Security Trustee or any other Secured Party for any premium or other amount in relation to those Required Insurances.

17.3 Each Chargor must use all reasonable endeavours to ensure that the Security Trustee receives copies of the Required Insurances, receipts for the payment of premiums for insurance and any information in connection with the insurances and claims under them which the Security Trustee may reasonably require.

17.4 Each Chargor must:

17.4.1 comply with the terms of the Required Insurances and not do or permit anything to be done which may make void or voidable any of the Required Insurances;

17.4.2 comply with all reasonable risk improvement requirements of its insurers;

17.4.3 ensure that each premium for the Required Insurances is paid promptly and, in any event, prior to the commencement of the period of insurance for which that premium is payable;

17.4.4 ensure that all other things necessary are done so as to keep each of the Required Insurances in force; and

17.4.5 ensure that a copy of each policy in respect of each Required Insurance is supplied to the Security Trustee promptly on request, together with the current premium receipts relating to it.

17.5 If a Chargor fails to comply with any term of this clause, the Security Trustee may, at the expense of that Chargor, effect any insurance and generally do such things and take such other action as the Security Trustee may reasonably consider necessary or desirable to prevent or remedy any breach of this clause.

17.6 Except as provided below, the proceeds of any Required Insurances must, if the Security Trustee so requires, be applied in reduction of the Secured Liabilities in such order as the Security Trustee sees fit.

18. RECEIVABLES

18.1 Agency appointment

The Security Trustee hereby appoints each Chargor as agent of the Security Trustee for the purposes of:

18.1.1 collecting all of that Chargor's Receivables; and

18.1.2 at that Chargor's own expense, taking such enforcement action and legal or other proceedings as may be necessary or as the Security Trustee may require to collect Receivables

in each case for the benefit of the Security Trustee and other Secured Parties and in accordance with any directions given by the Security Trustee from time to time and each Chargor hereby accepts such appointment.

18.2 The Security Trustee may terminate any agency appointment under clause 0 at any time.

18.3 For as long as the agency in clause 0 continues, no Chargor will hold itself out to third parties as agent of the Security Trustee or any other Secured Party other than for the purposes for which it has been appointed.

18.4 Dealings with and realisation of Receivables

Each Chargor undertakes:

18.4.1 without prejudice and in addition to clause 13, not, without the prior written consent of the Security Trustee, to exercise (or allow any other person to exercise) set-off against any Receivables nor to sell, assign, charge, factor or discount or in any other manner deal with any of the Receivables;

18.4.2 to collect all Receivables in the ordinary course of trading as agent for the Security Trustee in accordance with any directions given by the Security Trustee from time to time;

18.4.3 not to extend the due date for payment of any Receivable nor to waive any right of recovery or do or omit to do anything which may delay or prejudice recovery of any Receivable;

18.4.4 if requested by the Security Trustee, to open such bank accounts (including separate designated accounts, blocked accounts or trust accounts) in the name of that Chargor with such mandates as the Security Trustee may specify (such account(s) together with all additions to or renewals or replacements of such accounts (in whatever currency) being the **Collections Accounts**) and to procure that all monies which it may receive in respect of its Receivables are paid into such Collections Accounts as the Security Trustee may specify from time to time and pending such payment, to hold all such monies so received upon trust for the Security Trustee and only deal with the monies in any Collections Account in accordance with the written directions of the Security Trustee from time to time (subject only to such rights as the bank at which the account is held may have);

18.4.5 promptly on request by the Security Trustee deliver to the bank with which the relevant Collections Account is maintained a notice to that bank and procure that that bank has signed and delivered to the Security Trustee a letter of acknowledgement of such notice in each case in form and content acceptable to the Security Trustee;

18.4.6 upon crystallisation of the floating charge granted in accordance with clause 5.3, not pay or otherwise deal with the monies in any of its bank accounts except in accordance with any written directions the Security Trustee may give from time to time (subject to any rights which the bank at which the account is held, may have); and

18.4.7 to deliver to the Security Trustee such information as to the amount and nature of its Receivables as the Security Trustee may from time to time reasonably require, taking into account the requirements of the Transaction Documents

18.5 **Collections Accounts**

A Chargor may withdraw (or direct any transfer of) all or any part of the monies in the Collections Accounts for its general working capital purposes until notified otherwise by the Security Trustee. Immediately on receipt of such notification and thereafter, no Chargor will attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in the Collections Accounts without the prior written consent of the Security Trustee and the Security Trustee shall be entitled in its absolute discretion to refuse to permit any such withdrawal or transfer. If there shall from time to time be any credit balance on any other account of a Chargor with the Security Trustee into which any proceeds of Receivables are paid or transferred, the Security Trustee shall be entitled in its absolute discretion to refuse to permit such credit balance to be utilised or withdrawn by a Chargor (whether in whole or in part) for so long as any of the Secured Liabilities are outstanding.

19. **SECURITIES**

19.1 For so long as any Secured Liabilities are outstanding:

19.1.1 no Chargor will be entitled to receive and/or retain any dividends, distributions and other monies paid on or derived from the Securities; and

19.1.2 (subject to clause 23.2) each Chargor will be entitled to exercise any voting and/or other rights and powers attaching to the Securities, provided that it will not exercise any such voting rights or powers in a manner prejudicial to the interests of the Security Trustee under this deed including to have the effect of changing the terms of the Securities (or any class of them).

19.2 It is expressly agreed that, notwithstanding anything to the contrary contained in this deed, each Chargor shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of the Securities.

20. **RIGHT OF APPROPRIATION**

20.1 To the extent that:

20.1.1 any of the Charged Assets constitute Financial Collateral; and

20.1.2 this deed and the obligations of the Chargors hereunder constitute a Security Financial Collateral Arrangement

the Security Trustee shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of those Charged Assets in or towards the payment or discharge of the Secured Liabilities in such order as the Security Trustee may, in its absolute discretion, determine.

20.2 The value of any Charged Assets appropriated in accordance with clause 20.1 shall be the price of that Charged Asset at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Security Trustee may select (including independent valuation) or, in the case of cash, shall be the amount of cash appropriated.

20.3 Each Chargor agrees that any Charged Assets that are Financial Collateral may, at the Security Trustee's option, be held or designated so as to be under the control of the Security Trustee for all purposes of the Financial Collateral Regulations.

20.4 Each Chargor agrees that the methods of valuation provided for in clause 20.2 are commercially reasonable for the purposes of the Financial Collateral Regulations.

21. **ENFORCEMENT OF SECURITY**

21.1 The security constituted by this deed shall become immediately enforceable upon the occurrence of an Event of Default and the power of sale and other powers conferred by section 101 LPA, as varied or amended by this deed, shall be immediately exercisable

without further notice upon and at any time after the occurrence of an Event of Default. After the security constituted by this deed has become enforceable, the Security Trustee may in its absolute discretion enforce all or any part of the security constituted by this deed in such manner as it sees fit.

21.2 For the purposes of all powers implied by statute, the Secured Liabilities shall be deemed to have become due and payable on the date of this deed and sections 93 and 103 LPA shall not apply to the security constituted by this deed.

22. REDEMPTION OF PRIOR SECURITY

At any time after the security created under this deed has become enforceable, the Security Trustee may, at the sole cost of the Chargors (payable to the Security Trustee on demand), redeem any prior Security over any Charged Asset and/or procure the transfer of that Security to itself and/or settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed shall be conclusive and binding on the Chargors. All money paid by the Security Trustee to such prior mortgagee, chargee or encumbrancer in accordance with such accounts shall form part of the Secured Liabilities.

23. APPOINTMENT AND POWERS OF RECEIVER AND ADMINISTRATOR

23.1 At any time after the security constituted by this deed becomes enforceable, or if so requested by the Chargor owning the relevant Charged Assets (or the Parent on its behalf) by written notice at any time, the Security Trustee (or any Delegate on its behalf) may:

23.1.1 without further notice, appoint any person (or persons) to be a Receiver of all or any part of the Charged Assets and/or of the income from any Charged Asset; and/or

23.1.2 without further notice, appoint any person (or persons) to be an Administrator in respect of the Security Trustee. Such appointment shall take effect, in accordance with paragraph 19 of Schedule B1 Insolvency Act 1986, when the requirements of paragraph 18 of that Schedule B1 are satisfied; and

23.1.3 exercise in respect of all or any of the Charged Assets all or any of the powers and remedies given to mortgagees by the LPA, including the power to take possession of, receive the benefit of, or sell any of the Charged Assets.

23.2 At any time after the security constituted by this deed becomes enforceable, the Security Trustee (or its nominee) may (without consent or authority from any Chargor):

23.2.1 exercise in the name of the relevant Chargor any voting rights attached to the Securities and any other powers or rights exercisable by the registered holder or bearer of the Securities; and

23.2.2 ensure that all dividends, distributions, interest and other monies declared, payable, paid or made in respect of the Securities received by or on behalf of any Chargor shall be held on trust for the Security Trustee (or its nominee) and promptly paid into an account designated by the Security Trustee or, if received by the Security Trustee (or its nominee) or any Delegate, may be applied by the Security Trustee as though they were the proceeds of sale.

23.3 The Security Trustee may, subject to any necessary approval from the court, end the appointment of an Administrator and appoint a replacement for any Administrator whose appointment ends for any reason.

23.4 The Security Trustee may remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated for whatever reason.

23.5 If at any time and by virtue of any such appointment there is more than one Receiver of all or any part of the Charged Assets and/or the income from such Charged Assets, such persons shall have power to act individually (unless the contrary shall be stated in the deed(s) or other instrument(s) appointing them).

23.6 If the Security Trustee enforces this deed itself pursuant to clause 23.1.3, it will have the same powers as a Receiver in respect of those Charged Assets which are the subject of the enforcement.

23.7 An Administrator shall have all the powers given to him under the Insolvency Act.

23.8 Any Receiver shall (in addition to the powers conferred by the LPA and (notwithstanding that he is not an administrative receiver) schedule 1 of the Insolvency Act or any other statute from time to time in force but without any of the restrictions imposed upon the exercise of those powers by such statutes) have the following powers:

23.8.1 the same powers to do, or to omit to do, in the name of and on behalf of any Chargor, anything which that Chargor itself could have done or omitted to do with such Charged Assets were they not the subject of this deed and such Chargor were not in insolvency proceedings;

23.8.2 to take possession of, collect and get in all or any part of the Charged Assets and/or income in respect of which he was appointed;

23.8.3 to manage the Charged Assets and the business of the relevant Chargor;

23.8.4 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;

23.8.5 to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which the relevant Chargor is concerned or interested prior to his appointment, being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land;

23.8.6 to sell or concur in selling, leasing or otherwise disposing of all or any part of the Charged Assets in respect of which he was appointed without the need to observe any restriction imposed by section 103 or 109 LPA;

23.8.7 to carry out any sale, lease or other disposal of all or any part of the Charged Assets by conveying, transferring, assigning or leasing the same in the name of the relevant Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, the relevant Chargor;

23.8.8 to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Trustee shall think fit and without the need to comply with any of the provisions of sections 99 and 100 LPA;

23.8.9 to take any such proceedings, in the name of the relevant Chargor or otherwise, as he shall think fit in respect of the Charged Assets and/or income in respect of which he was appointed, including proceedings for recovery of rent or other monies in arrears at the date of his appointment;

23.8.10 to enter into or make any such agreement, arrangement or compromise as he shall think fit;

23.8.11 to insure, and renew any insurances in respect of, the Charged Assets as he shall think fit, or as the Security Trustee shall direct;

23.8.12 to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit, including partners and staff of his firm;

23.8.13 to operate any rent review clause in respect of any property in respect of which he was appointed or any part of such property and to apply for any new or extended lease; and

23.8.14 to do all such other things as may seem to him to be incidental or conducive to any other power vested in him in the realisation of the security constituted by this deed.

23.9 In making any sale or other disposal in the exercise of their respective powers, the Receiver or the Security Trustee or any Delegate may accept, as and by way of consideration for such sale or other disposal, cash, shares, loan capital or other obligations, including consideration fluctuating according to or dependent upon profit or turnover and consideration the amount of which is to be determined by a third party. Any such consideration may be receivable in a lump sum or by instalments and, upon receipt by the Receiver, Security Trustee or Delegate, shall be and become charged with the payment of the Secured Liabilities. Any contract for any such sale or other disposal by the Receiver or the Security Trustee or any Delegate may contain conditions excluding or restricting the personal liability of the Receiver and the Security Trustee and any Delegate.

23.10 Any Receiver appointed under this deed shall be the agent of the relevant Chargor and (subject to the provisions of the Companies Act and the Insolvency Act) the Chargors shall be solely responsible for his acts and defaults and for his remuneration.

23.11 Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Security Trustee (or, failing such agreement, to be fixed by the Security Trustee) without the restrictions contained in section 109 LPA.

23.12 Only monies actually paid by a Receiver to the Security Trustee in satisfaction or discharge of the Secured Liabilities shall be capable of being applied by the Security Trustee in satisfaction of the Secured Liabilities.

23.13 Neither the Security Trustee nor any Receiver or Delegate shall be liable in respect of all or any part of the Charged Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless such loss or damage is caused by its or his gross negligence or wilful misconduct.

23.14 Neither the Security Trustee nor any Receiver or Delegate is obliged to take any particular action to collect the Receivables and neither shall be liable to any Chargor for the manner in which it collects or fails to collect any Receivable.

23.15 Without prejudice to the generality of clause 23.13, entry into possession of the Charged Assets shall not render the Security Trustee or the Receiver or any Delegate liable to account as mortgagee in possession and if and whenever the Security Trustee or any Receiver or Delegate enters into possession of the Charged Assets, it shall be entitled to any time at its discretion to go out of such possession.

23.16 All or any of the powers which are conferred by this deed on a Receiver may be exercised by the Security Trustee or any Delegate without first appointing a Receiver or notwithstanding the appointment of any Receiver.

23.17 Except to the extent provided by law, none of the powers described in this clause 23 will be affected by an insolvency event in relation to any Chargor.

24. APPLICATION OF PROCEEDS

24.1 All monies received by the Security Trustee or any Receiver or Delegate appointed under this deed shall (subject to the rights and claims of any person having a security ranking in priority to the security constituted by this deed) be applied in accordance with the terms of the Trust Deed.

24.2 The provisions of clause 24.1 shall take effect as and by way of variation and extension to the provisions of section 109 LPA, which provisions as so varied and extended shall be deemed incorporated in this deed.

25. PROTECTION OF THIRD PARTIES

No purchaser from or other person dealing with the Security Trustee or with any Receiver or Delegate (a **Third Party**) shall be obliged or concerned:

25.1 to enquire whether the right of the Security Trustee to appoint a Receiver or Delegate or the right of the Security Trustee or any Receiver or Delegate to exercise any of the powers conferred by this deed in relation to the Charged Assets or any part of the Charged Assets have arisen or become exercisable by the Security Trustee or by any such Receiver or Delegate; nor

25.2 with notice to the contrary, nor with the propriety of the exercise or purported exercise of any such powers.

The title of a Third Party shall not be impeachable by reference to any of the matters referred to in clauses 25.1 or 25.2.

26. NOTICE OF SUBSEQUENT SECURITY – NEW ACCOUNTS

26.1 If the Security Trustee receives notice (whether actual or otherwise) of any subsequent Security affecting any part of the Charged Assets and/or the proceeds of sale of the Charged Assets, or the guarantee and indemnity or Security contained in this deed ceases to be continuing for any reason whatsoever it may open a new account or accounts for any Chargor in its books.

26.2 If the Security Trustee does not open a new account immediately on receipt of notice under clause 26.1, then (unless the Security Trustee gives express written notice to the contrary to the relevant Chargor) all payments made by that Chargor to the Security Trustee shall be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt of the relevant notice by the Security Trustee.

27. CURRENCY AND SET-OFF

27.1 All monies received or held by the Security Trustee or any Receiver or Delegate under this deed may be converted from their existing currency into such other currency as the Security Trustee considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Liabilities in that other currency at the Spot Rate of Exchange.

27.2 No payment to the Security Trustee (whether under any judgment or court order or in the liquidation or dissolution of a Chargor or otherwise) shall discharge the obligation or liability of the Chargor in respect of which it was made, unless and until the Security Trustee shall have received payment in full in the currency in which the obligation or liability was incurred. To the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency, the Security Trustee shall have a further separate cause of action against that Chargor and shall be entitled to enforce the security constituted by this deed to recover the amount of the shortfall.

27.3 If a change in any currency of a country occurs, this deed will, to the extent the Security Trustee (acting reasonably and after consultation with the Parent) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice and otherwise to reflect the change in currency.

27.4 The Security Trustee may set-off any obligation due from a Chargor under this deed against any obligation owed by the Security Trustee (in its capacity as agent and trustee of the Secured Parties) to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Trustee may exercise all such rights and is authorised to effect any necessary conversions at the Spot Rate of Exchange.

27.5 The liabilities referred to in this clause 27 may be actual, contingent, primary, collateral, several or joint liabilities. The accounts, sums and liabilities referred to in this clause 27 may be denominated in any currency.

27.6 If the relevant obligation or liability is unliquidated or unascertained, the Security Trustee may set-off the amount it estimates (in good faith) will be the final amount of such obligation or liability once it becomes liquidated or ascertained.

28. APPROPRIATION AND SUSPENSE ACCOUNT

28.1 Subject to clause 24 and clause 28.2 and to the terms of the Instrument, the Security Trustee may apply all payments received for the Secured Liabilities to reduce any part of those liabilities as it thinks fit.

28.2 All monies received, recovered or realised by the Security Trustee under this deed may at the discretion of the Security Trustee be credited to any suspense account for so long as the

Security Trustee determines (with interest accruing thereon at such rate, if any, as the Security Trustee may determine for the account of the Chargors) without the Security Trustee having any obligation to apply such monies or any part of them in or towards the discharge of any of the Secured Liabilities.

29. PAYMENTS

29.1 Subject to clause 29.2, all payments to be made by a Chargor in respect of this deed, shall be made in immediately available funds to the credit of such account as the Security Trustee may designate. All such payments shall be made free and clear of, and without any deduction for, or on account of, any set-off or counterclaim or, except to the extent compelled by law, any deduction on account of any Taxes.

29.2 If a Chargor is compelled by law to withhold or deduct any Taxes from any sum payable hereunder to the Security Trustee, the sum so payable by that Chargor shall be increased so as to result in the receipt by the Security Trustee of a net amount equal to the full amount expressed to be payable hereunder.

29.3 Any demand, notification or certificate given by the Security Trustee specifying amounts due and payable under or in connection with any of the provisions of this deed shall, in the absence of manifest error, be conclusive and binding on the Chargors.

30. COSTS AND EXPENSES

30.1 Each Chargor shall reimburse the Security Trustee, any Receiver, any Delegate and any Administrator in respect of all reasonable expenses, including reasonable legal, valuation, accountancy and consultancy fees (and any value added or similar tax thereon) incurred by the Security Trustee, any Receiver, any Delegate or any Administrator in connection with:

30.1.1 the negotiation, preparation, execution and completion of this deed, or any of the documents referred to herein; and

30.1.2 any actual or proposed amendment, replacement, restatement or extension of, or any waiver or consent under, this deed.

30.2 Each Chargor shall reimburse the Security Trustee, any Receiver, any Delegate and any Administrator for all costs and expenses, including legal fees (and any value added or similar tax thereon) incurred in connection with the enforcement, attempted enforcement or preservation of any of their respective rights under this deed, or any of the documents referred to herein.

30.3 Each Chargor shall pay all present and future stamp, registration and similar taxes or charges which may be payable, or determined to be payable, in connection with the execution, delivery, performance or enforcement of this deed or any judgment given in connection therewith and shall indemnify the Security Trustee, any Receiver and any Delegate against any and all liabilities, including penalties with respect to, or resulting from, its delay or omission to pay any such stamp, registration and similar taxes or charges.

31. ASSIGNMENT AND TRANSFER

The Security Trustee may assign or transfer all or any part of its rights under this deed in accordance with and subject to the provisions of the Trust Deed. No Chargor may assign, transfer, charge, make the subject of a trust or deal in any other manner with this deed or any of its rights under this deed or purport to do any of the same without the prior written consent of the Security Trustee.

32. THIRD PARTY RIGHTS

32.1 Subject to clauses 32.2, 32.3 and 32.4, a person who is not a party to this deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon a provision of this deed. No party to this deed may hold itself out as trustee of any rights under this deed for the benefit of any third party unless specifically provided for in this deed. This clause 32.1 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.

32.2 Subject to the terms of the Instrument, the Secured Parties are entitled with the prior written consent of the Security Trustee to enforce any term of this deed which confers (expressly or impliedly) any benefit on any such Secured Party.

32.3 Any person to whom the benefit of any provision of this deed is assigned in accordance with the terms of the Transaction Documents is entitled to enforce any term of this deed which confers (expressly or impliedly) any benefit on any such person.

32.4 Any Receiver or Delegate may, subject to the Contracts (Rights of Third Parties) Act 1999 rely on any clause of this deed which expressly confers rights on it.

32.5 Notwithstanding any other provision of this deed the consent of any person who is not a Party is not required to rescind or vary this deed at any time.

33. NOTICES

The provisions of clause 14 of the Trust Deed shall be deemed to be incorporated into this deed, with all appropriate changes as if the same were set out in full in this deed.

34. GENERAL

34.1 No variation to this deed shall be effective unless made in writing and signed by or on behalf of all the parties to this deed. A waiver given or consent granted by the Security Trustee under this deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

34.2 Each provision of this deed is severable and distinct from the others. If at any time any provision of this deed is or becomes unlawful, invalid or unenforceable to any extent or in any circumstances for any reason, it shall to that extent or in those circumstances be deemed not to form part of this deed but (except to that extent or in those circumstances in the case of that provision) the legality, validity and enforceability of that and all other provisions of this deed shall not be affected in any way.

34.3 If any provision of this deed is found to be illegal, invalid or unenforceable in accordance with clause 34.2 but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it legal, valid or enforceable.

34.4 The failure or delay in exercising a right or remedy provided by this deed or by law does not constitute a waiver of that (or any other) right or remedy. No single or partial exercise, or non-exercise or non-enforcement of any right or remedy provided by this deed or by law prevents or restricts any further or other exercise or enforcement of that (or any other) right or remedy.

34.5 The Security Trustee's rights and remedies contained in this deed are cumulative and not exclusive of any rights or remedies provided by law.

34.6 This deed may be executed in any number of counterparts each of which when executed and delivered shall be an original. All the counterparts together shall constitute one and the same document.

35. GOVERNING LAW AND JURISDICTION

35.1 This deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

35.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute relating to the existence, validity or termination of this deed or any non-contractual obligation arising out of or in connection with this deed) (a **Dispute**).

35.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

35.4 Clauses 35.2 to 35.4 are for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

IN WITNESS whereof each Chargor has duly executed this deed as a deed and it is delivered on the date first set out above.

SCHEDULE 1

Chargors

Name and registered office	Company number	Registered Office
Ensco 1090 Limited	9227120	Address: One Eleven Edmund Street Birmingham B3 2HJ Attention: Mark Schweiger
Ensco 1089 Limited	9227031	Address: One Eleven Edmund Street Birmingham B3 2HJ Attention: Mark Schweiger
Character World Holdco Limited	06542144	c/o UHY Hacker Young St. James Building 79 Oxford Street Manchester M1 6HT
Character World Bidco Limited	06549359	c/o UHY Hacker Young St. James Building 79 Oxford Street Manchester M1 6HT
Character World Limited	04160087	c/o UHY Hacker Young St. James Building 79 Oxford Street Manchester M1 6HT
Character World China Holdings Limited	07477953	c/o UHY Hacker Young St. James Building 79 Oxford Street Manchester M1 6HT

SCHEDULE 2

Property

this schedule has been left intentionally blank

SCHEDULE 3

Material Contracts

this schedule has been left intentionally blank

SCHEDULE 4

Prior Charges

this schedule has been left intentionally blank

SCHEDULE 5

Securities

this schedule has been left intentionally blank

CHARGORS

EXECUTED and **DELIVERED** as a **DEED**)
by **ENSCO 1089 LIMITED** acting by a)
director in the presence of:)

.....
Director

Witness Signature .....

Witness Name Andrew Kirkham.

Address

Gateley LLP
Ship Canal House
98 King Street
Manchester
M2 4WU
DX 14317 Manchester 1
Tel: 0161 836 7700 Fax: 0161 836 7701

Occupation Solicitor

EXECUTED and **DELIVERED** as a **DEED**)
by **ENSCO 1090 LIMITED** acting by a)
director in the presence of:)

.....
Director

Witness Signature .....

Witness Name Andrew Kirkham

Address

Gateley LLP
Ship Canal House
98 King Street
Manchester
M2 4WU
DX 14317 Manchester 1
Tel: 0161 836 7700 Fax: 0161 836 7701

Occupation Solicitor

EXECUTED and **DELIVERED** as a **DEED**)
by **CHARACTER WORLD HOLDCO**)
LIMITED acting by a director in the)
presence of:

.....
Director

Witness Signature .....

Witness Name Andrew Kirkham.

Address

Gateley LLP
Ship Canal House
98 King Street
Manchester
M2 4WU
DX 14317 Manchester 1
Tel: 0161 836 7700 Fax: 0161 836 7701

Occupation Solicitor

EXECUTED and **DELIVERED** as a **DEED** by **CHARACTER WORLD BIDCO LIMITED** acting by a director in the presence of:

.....
Director

Witness Signature A.S. Kirkham

Witness Name Andrew Kirkham

Address

Gateley LLP
Ship Canal House
98 King Street
Manchester
M2 4WU
DX 14317 Manchester 1
Tel: 0161 836 7700 Fax: 0161 836 7701

Occupation Solicitor

EXECUTED and **DELIVERED** as a **DEED** by **CHARACTER WORLD LIMITED** acting by a director in the presence of:

.....
Director

Witness Signature A.S. Kirkham

Witness Name Andrew Kirkham

Address

Gateley LLP
Ship Canal House
98 King Street
Manchester
M2 4WU
DX 14317 Manchester 1
Tel: 0161 836 7700 Fax: 0161 836 7701

Occupation Solicitor

EXECUTED and **DELIVERED** as a **DEED** by **CHARACTER WORLD CHINA HOLDINGS** acting by a director in the presence of:

.....
Director

Witness Signature A.S. Kirkham

Witness Name Andrew Kirkham

Address

Gateley LLP
Ship Canal House
98 King Street
Manchester
M2 4WU
DX 14317 Manchester 1
Tel: 0161 836 7700 Fax: 0161 836 7701

Occupation Solicitor

SECURITY TRUSTEE

EXECUTED and **DELIVERED** as a **DEED**)
by **MARK SCHWEIGER** in the presence of:)

.....

Witness Signature A. S. Kirkham

Witness Name Andrew Kirkham.

Address

Gateley LLP
Ship Canal House
98 King Street
Manchester
M2 4WU
DX 14317 Manchester 1
Tel: 0161 836 7700 Fax: 0161 836 7701

Occupation Solicitor.