



**Registration of a Charge**

Company Name: **NORTON PARKWAY DEVELOPMENTS LTD**

Company Number: **07443281**



Received for filing in Electronic Format on the: **24/07/2023**

XC8G9UQ0

**Details of Charge**

Date of creation: **21/07/2023**

Charge code: **0744 3281 0008**

Persons entitled: **KATCH INVESTMENT MANAGEMENT LTD**

Brief description: **LAND ON THE SOUTH-EAST SIDE OF WOODBURY LANE, NORTON,  
WORCESTER TITLE NUMBER WR202674**

**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: **ZOE WEBSTER**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 7443281

Charge code: 0744 3281 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st July 2023 and created by NORTON PARKWAY DEVELOPMENTS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th July 2023 .

Given at Companies House, Cardiff on 25th July 2023

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**

DATED 21st July

2023

## DEBENTURE

- (1) NORTON PARKWAY DEVELOPMENTS LTD
- (2) KATCH INVESTMENT MANAGEMENT LTD AS SECURITY TRUSTEE

THIS DEED is dated

21st July

2023

## **PARTIES**

- (1) **NORTON PARKWAY DEVELOPMENTS LTD**, a company registered in England and Wales with registered number 07443281 and whose registered office address is at 75 The Porthouse, Lowesmoor, Worcester, WR1 2RS (**Chargor**); and
- (2) **KATCH INVESTMENT MANAGEMENT LTD** a private limited company registered in England and Wales with registered number 11814434 and whose registered office address is at 4 Manchester Square Manchester Square, London W1U 3PD as security trustee for the Secured Parties (**Security Trustee**).

## **BACKGROUND**

Under this Deed, the Chargor provides security to the Security Trustee for all its present and future obligations and liabilities to the Secured Parties.

## **AGREED TERMS**

### **1. Definitions and interpretation**

#### **1.1 Definitions**

Terms defined in the Facility Agreement shall, unless otherwise defined in this Deed, have the same meaning in this Deed. In addition, the following definitions apply in this Deed:

Administrator	an administrator appointed to manage the affairs, business and property of the Chargor pursuant to clause 9.6.
Book Debts	all present and future book and other debts, and monetary claims due or owing to the Chargor, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Chargor in relation to any of them.
Katch	Katch Investment Management Ltd (company number 11814434).
Charged Property	any freehold, leasehold or commonhold property the subject of the security constituted by this Deed and references to "Charged Property" shall include references to the whole or any part of it.
Equipment	all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property owned by the Chargor or in which it has an interest, including any part of it and all spare parts, replacements, modifications and additions.
Event of Default	has the meaning given to that expression in the Facility Agreement.
Facility Agreement	the facility agreement dated on or around the date of this Deed between, inter alia, the Chargor in its capacity as Borrower, Katch in its capacity as Agent, Arranger and Security Trustee and the Original Lenders, for the provision of the loan facilities secured by this Deed, consisting of a facility offer letter and Standard Terms, as the same may be from time to time supplemented, amended, restated or replaced.
Financial Collateral	has 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).
Insurance Policy	each contract and policy of insurance maintained by the Chargor from time to time in respect of its assets or business, together with all monies paid or payable in respect of that policy.
Intellectual Property	all intellectual property rights, whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights which subsist or will subsist in any part of the world.
Investments	all securities or investments from time to time legally or beneficially owned by or on behalf of the Chargor, including: <ul style="list-style-type: none"> <li>(i) any dividend or other distribution paid or payable in respect of such security or investment;</li> <li>(ii) any right, money or asset accruing or offered in relation to such security or investment, including on a redemption or sale thereof.</li> </ul>
Lease	any lease, agreement for lease, underlease, tenancy, licence or other right of occupation to which a Charged Property is from time to time subject, together with any related guarantee or other security for the performance of the lessee's obligations.
LPA 1925	the Law of Property Act 1925.
Permitted Disposal	any disposal expressly permitted by the Facility Agreement.
Permitted Security	has the meaning given to that expression in the Facility Agreement.
Receiver	a receiver, receiver and manager or administrative receiver appointed by the Security Trustee under clause 12.
Relevant Agreement	any agreement to which the Chargor is a party and which is designated by the Security Trustee as a "Relevant Agreement".
Secured Assets	all the assets, property and undertaking for the time being of the Chargor which are, or are intended to be, subject to the Security created by, or pursuant to, this Deed (and references to the Secured Assets shall include references to any part of them).
Secured Liabilities	all present and future obligations and liabilities of any Obligor to the Secured Parties, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity (including without limitation those arising under or in connection with the Facility Agreement or this Deed), together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities.
Security Financial Collateral Arrangement	has the meaning given to that expression in the Financial Collateral Regulations.

**Security Period** the period from the date of this Deed until the date on which the Security Trustee is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

**Standard Terms** the standard terms and conditions which, together with the facility offer letter to which they are appended, comprise the Facility Agreement.

**1.2 Interpretation**

The provisions of paragraph 1.3 of the Standard Terms apply to this Deed as if they were set out in full in this Deed, except that each reference in that paragraph to the "Agreement" shall be read as a reference to this Deed.

**1.3 Clawback**

If the Security Trustee considers that an amount paid by an Obligor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of such Obligor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

**1.4 Nature of security over real property**

A reference in this Deed to a charge or mortgage of or over any Charged Property includes:

- 1.4.1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery situated on or forming part of that Charged Property at any time;
- 1.4.2 the proceeds of the sale of any part of that Charged Property;
- 1.4.3 the benefit of any covenants for title, security agreements, benefits, easements, guarantees and other rights in respect of that Charged Property; and
- 1.4.4 all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property.

**1.5 Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Facility Agreement and of any side letters between any parties in relation to the Facility Agreement are incorporated into this Deed.

**1.6 Schedules**

The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.

**1.7 Effect as a Deed**

This Deed shall take effect as a deed notwithstanding that the Security Trustee may have executed it under hand.

**1.8 Security Trustee**

The Security Trustee holds the benefit of this Deed on trust for the Secured Parties in accordance with paragraph 20.3 of the Standard Terms.

**1.9 Facility Agreement to prevail**

In the event of any inconsistency between the Facility Agreement and this Deed, the terms of the Facility Agreement shall prevail.

**1.10 Finance Document**

This Deed is a Finance Document.

**2. Covenant to pay**

The Chargor shall, on demand, pay to the Security Trustee and discharge the Secured Liabilities when they become due.

**3. Grant of security**

**3.1 Legal mortgage**

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Security Trustee, by way of a first legal mortgage, all estates or interests in any freehold, leasehold or commonhold property now owned by it, including the real property (if any) specified in Schedule 1.

**3.2 Fixed charges**

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Security Trustee by way of a first fixed charge:

- 3.2.1 all present and future estates or interests of the Chargor in, or over, any freehold, leasehold or commonhold property (other than any such property effectively mortgaged under clause 3.1);
- 3.2.2 the benefit of all other contracts, guarantees, appointments and warranties relating to each Charged Property and other documents to which the Chargor is a party or of which it has the benefit relating to any sale, purchase or use of any Charged Property or otherwise relating to any Charged Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them);;
- 3.2.3 all licences, consents and authorisations (statutory or otherwise) held or required in connection with its business or any Secured Asset, and all rights in connection with them;
- 3.2.4 all its present and future goodwill;
- 3.2.5 all its uncalled capital;
- 3.2.6 all the Equipment;
- 3.2.7 all the Intellectual Property;
- 3.2.8 all the Book Debts;
- 3.2.9 all the Investments;
- 3.2.10 all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person, together with all other rights and benefits arising in connection with each account;
- 3.2.11 all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy, to the extent not effectively assigned under clause 3.3;
- 3.2.12 all present and future rents and other sums due to the Chargor under any Lease, to the extent not effectively assigned under clause 3.3; and
- 3.2.13 all its rights in respect of all agreements, instruments and rights relating to the Secured Assets, to the extent not effectively assigned under clause 3.3.

**3.3 Assignment**

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee assigns to the Security Trustee absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:

- 3.3.1 all its rights in each Insurance Policy, including all claims and the proceeds of all claims in connection with each Insurance Policy;
  - 3.3.2 the benefit of all other agreements, instruments and rights relating to the Secured Assets; and
  - 3.3.3 all present and future rents and other sums due to the Chargor under any Lease.
- 3.4 Floating charge**
- As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Security Trustee, by way of first floating charge, all its undertaking, property, assets and rights not otherwise effectively mortgaged, charged or assigned under clause 3.1 to clause 3.3 inclusive.
- 3.5 Qualifying floating charge**
- Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.4.
- 3.6 Automatic crystallisation of floating charge**
- The floating charge created by clause 3.4 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:
- 3.6.1 the Chargor:
    - 3.6.1.1 creates, or attempts to create Security or a trust in favour of another person over all or any part of the Secured Assets (other than Permitted Security); or
    - 3.6.1.2 disposes, or attempts to dispose of, all or any part of the Secured Assets (other than a Permitted Disposal);
  - 3.6.2 any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets; or
  - 3.6.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Chargor.
- 3.7 Crystallisation of floating charge by notice**
- Except as provided in clause 3.8, the Security Trustee may, in its sole discretion, by written notice to the Chargor, convert the floating charge created under this Deed into a fixed charge as regards any part of the Secured Assets specified by the Security Trustee in that notice if:
- 3.7.1 an Event of Default has occurred; or
  - 3.7.2 the Security Trustee considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- 3.8 Part A1 moratorium**
- 3.8.1 Subject to clause 3.8.2 below, the floating charge created by clause 3.4 may not be converted into a fixed charge solely by reason of obtaining a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986.
  - 3.8.2 Clause 3.8.1 above does not apply to any floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986.
- 3.9 Assets acquired after any floating charge has crystallised**
- Any asset acquired by the Chargor after any crystallisation of the floating charge created under this Deed that, but for that crystallisation, would be subject to a floating charge under this Deed, shall (unless the Security Trustee confirms otherwise to the Chargor in writing) be charged to the Security Trustee by way of first fixed charge.



#### **4. Liability of the Chargor**

##### **4.1 Liability not discharged**

The Chargor's liability under this Deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- 4.1.1 any security or other right held by, or available to, a Secured Party that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- 4.1.2 a Secured Party renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- 4.1.3 any other act or omission that, but for this clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of the Chargor.

##### **4.2 Immediate recourse**

The Chargor waives any right it may have to require the Security Trustee to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Deed against Chargor.

#### **5. General covenants**

##### **5.1 Negative pledge and disposal restrictions**

The Chargor shall not at any time, except with the prior written consent of the Security Trustee:

- 5.1.1 create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Permitted Security;
- 5.1.2 sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets (except for a Permitted Disposal); or
- 5.1.3 do anything else prohibited by paragraph 13.2 of the Standard Terms.

##### **5.2 Title documents**

The Chargor shall, as so required by the Security Trustee, deposit with the Security Trustee and the Security Trustee shall, for the duration of this Deed be entitled to hold all deeds and documents of title relating to the Secured Assets.

##### **5.3 Insurance**

The Chargor shall insure and keep insured the Secured Assets in accordance with the terms of the Facility Agreement.

##### **5.4 Notices to be given by the Chargor**

- 5.4.1 The Chargor shall on the execution of this Deed, and/or as so requested by the Security Trustee give notice to each:
  - 5.4.1.1 counterparty to any Relevant Agreement in the form set out in Part 1 of Schedule 2;
  - 5.4.1.2 insurer under an Insurance Policy in the form set out in Part 1 of Schedule 3;
  - 5.4.1.3 bank or other financial institution with which the Chargor holds an account, in the form set out in Part 1 of Schedule 4,and shall procure that each such counterparty, insurer or financial institution provides to the Security Trustee an acknowledgement of the notice in the form set out in Part 2 of Schedule 2, 3 and/or 4 (as applicable);

##### **5.5 Registration of legal mortgage at the Land Registry**

The Chargor consents to an application being made by the Security Trustee to the Land Registrar for the following restriction in Form P to be registered against its title to each Charged Property over which the Security Trustee has a legal mortgage:

"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 Katch Investments Management Ltd referred to in the charges register."

**6. Investments covenants**

**6.1 Deposit of title documents**

6.1.1 The Chargor shall:

6.1.1.1 on the execution of this Deed, deposit with the Security Trustee, or as the Lender may direct, all stock or share certificates and other documents of title or evidence of ownership relating to any Investments owned by the Chargor at that time; and

6.1.1.2 on the purchase or acquisition by it of Investments after the date of this Deed, deposit with the Chargor, or as the Security Trustee may direct, all stock or share certificates and other documents of title or evidence of ownership relating to those Investments.

6.1.2 At the same time as depositing documents with the Security Trustee, or as the Lender may direct, in accordance with clause 6.1.1, the Chargor shall also deposit with the Lender, or as the Lender may direct:

6.1.2.1 all stock transfer forms relating to the relevant Investments duly completed and executed by or on behalf of the Chargor, but with the name of the transferee, the consideration and the date left blank; and

6.1.2.2 any other documents (in each case duly completed and executed by or on behalf of the Chargor) that the Security Trustee may request to enable it or any of its nominees, or any purchaser or transferee, to be registered as the owner of, or otherwise obtain a legal title to, or to perfect its security interest in any of the relevant Investments,

so that the Security Trustee may, at any time and without notice to the Chargor, complete and present those stock transfer forms and other documents to the issuer of the Investments for registration.

**6.2 Nominations**

6.2.1 The Chargor shall terminate with immediate effect all nominations it may have made (including, without limitation, any nomination made under section 145 or section 146 of the Companies Act 2006) in respect of any Investments and, pending that termination, procure that any person so nominated:

6.2.1.1 does not exercise any rights in respect of any Investments without the prior written approval of the Security Trustee; and

6.2.1.2 immediately on receipt by it, forward to the Security Trustee all communications or other information received by it in respect of any Investments for which it has been so nominated.

6.2.2 The Chargor shall not, during the Security Period, exercise any rights (including, without limitation, any rights under sections 145 and 146 of the Companies Act 2006) to nominate any person in respect of any of the Investments.

**6.3 Pre-emption rights and restrictions on transfer**

The Chargor shall:

- 6.3.1 obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association (or otherwise) of an issuer of any Investments, for the transfer of the Investments to the Security Trustee or its nominee, or to a purchaser on enforcement of the security constituted by this Deed; and
- 6.3.2 procure the amendment of the share transfer provisions (including, but not limited to, deletion of any pre-emption provisions) under the articles of association, other constitutional document or otherwise of each issuer of the Investments in any manner that the Security may require in order to permit the transfer of the Investments to the Security Trustee or its nominee, or to a purchaser on enforcement of the security constituted by this Deed.

#### **6.4 Dividends and voting rights before enforcement**

- 6.4.1 Before the security constituted by this Deed becomes enforceable, the Chargor may retain and apply for its own use all dividends, interest and other monies paid or payable in respect of the Investments and, if any are paid or payable to the Lender or any of its nominees, the Lender will hold all those dividends, interest and other monies received by it for the Chargor and will pay them to the Chargor promptly on request.
- 6.4.2 Before the security constituted by this Deed becomes enforceable, the Chargor may exercise all voting and other rights and powers in respect of the Investments or, if any of the same are exercisable by the Lender or any of its nominees, to direct in writing the exercise of those voting and other rights and powers provided that:
  - 6.4.2.1 it shall not do so in any way that would breach any provision of the Facility Agreement or this Deed or for any purpose inconsistent with the Facility Agreement or this Deed; and
  - 6.4.2.2 the exercise of, or the failure to exercise, those voting rights or other rights and powers would not, in the Lender's opinion, have an adverse effect on the value of the Investments or otherwise prejudice the Lender's security under this Deed.
- 6.4.3 The Chargor shall indemnify the Lender against any loss or liability incurred by the Lender (or its nominee) as a consequence of the Lender (or its nominee) acting in respect of the Investments at the direction of the Chargor.
- 6.4.4 The Lender shall not, by exercising or not exercising any voting rights or otherwise, be construed as permitting or agreeing to any variation or other change in the rights attaching to, or conferred by, any of the Investments that the Lender considers prejudicial to, or impairing the value of, the security created by this Deed.

#### **6.5 Dividends and voting rights after enforcement**

After the security constituted by this Deed has become enforceable:

- 6.5.1 all dividends and other distributions paid in respect of the Investments and received by the Chargor shall be held by the Chargor on trust for the Security Trustee and immediately paid into a Designated Account or, if received by the Security Trustee, may be applied by the Security Trustee in accordance with clause 14; and
- 6.5.2 all voting and other rights and powers attaching to the Investments may be exercised by, or at the direction of, the Security Trustee and the Chargor shall, and shall procure that its nominees shall, comply with any directions the Security Trustee may give, in its absolute discretion, concerning the exercise of those rights and powers.

#### **6.6 Calls on Investments**

Notwithstanding the security created by this Deed, the Chargor shall promptly pay all calls, instalments and other payments that may be or become due and payable in respect of all or any of the Investments. The Chargor acknowledges that the Security Trustee shall not be under any liability in respect of any such calls, instalments or other payments.

**6.7 No alteration of constitutional documents or rights attaching to Investments**

The Chargor shall not, without the prior written consent of the Security Trustee, amend, or agree to the amendment of:

6.7.1 the memorandum or articles of association, or any other constitutional documents, of any issuer of the Investments that is not a public company; or

6.7.2 the rights or liabilities attaching to, or conferred by, all or any of the Investments.

**6.8 Preservation of Investments**

The Chargor shall ensure (as far as it is able to by the exercise of all voting rights, powers of control and other means available to it) that any issuer of any of the Investments (that is not a public company) shall not:

6.8.1 consolidate or subdivide any of the Investments, or re-organise, exchange, repay or reduce its share capital in any way;

6.8.2 issue any new shares or stock; or

6.8.3 refuse to register any transfer of any of the Investments that may be lodged with it for registration by, or on behalf of, the Security Trustee or the Chargor in accordance with this Deed.

**6.9 Investments information**

The Chargor shall, promptly following receipt, send to the Security Trustee copies of any notice, circular, report, accounts and any other document received by it that relates to the Investments.

**6.10 Compliance with requests for information**

The Chargor shall promptly send a copy to the Security Trustee of, and comply with, all requests for information which is within its knowledge and which are made under any law or regulation or any similar provision in any articles of association or other constitutional document, or by any listing or other authority, relating to any of the Investments. If it fails to do so, the Security Trustee may elect to provide such information as it may have on behalf of the Chargor.

**7. Equipment covenants**

**7.1 Maintenance of Equipment**

The Chargor shall:

7.1.1 maintain the Equipment in good and serviceable condition (except for expected fair wear and tear) in compliance with all relevant manuals, handbooks, manufacturer's instructions and recommendations and maintenance or servicing schedules;

7.1.2 at its own expense, renew and replace any parts of the Equipment when they become obsolete, worn out or damaged with parts of a similar quality and of equal or greater value; and

7.1.3 not permit any Equipment to be:

7.1.3.1 used or handled other than by properly qualified and trained persons; or

7.1.3.2 overloaded or used for any purpose for which it is not designed or reasonably suitable.

**7.2 Payment of Equipment taxes**

The Chargor shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Equipment and, on demand, produce evidence of such payment to the Security Trustee.

**7.3 Notice of charge**

- 7.3.1 The Chargor shall, if so requested by the Security Trustee, affix to and maintain on each item of Equipment in a conspicuous place, a clearly legible identification plate containing the following wording:
- "NOTICE OF CHARGE
- This [DESCRIBE ITEM] and all additions to it [and ancillary equipment] are subject to a fixed charge dated [DATE] in favour of [SECURITY TRUSTEE]."
- 7.3.2 The Chargor shall not, and shall not permit any person to, conceal, obscure, alter or remove any plate affixed in accordance with clause 7.3.1.
- 8. Book Debts covenants**
- 8.1 Realising Book Debts**
- 8.1.1 The Chargor shall collect in and realise all Book Debts in the ordinary course of business and (following an Event of Default and prior to any payment referred to in clause 8.1.2) hold the proceeds of those Book Debts on trust for the Security Trustee.
- 8.1.2 Following an Event of Default the Chargor shall pay, in accordance with the directions of the Security Trustee, all monies received by the Chargor in respect of the Book Debts.
- 8.2 Preservation of Book Debts**
- The Chargor shall not (except as provided by clause 8.1 or with the prior written consent of the Security Trustee) deal in any manner with, all or any of the Book Debts.
- 9. Powers of the Security Trustee**
- 9.1 Power to remedy**
- 9.1.1 Without prejudice to its other rights under this Deed, the Security Trustee shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Chargor of any of its obligations contained in this Deed and the Chargor irrevocably authorises the Security Trustee and its agents to do all things that are necessary or desirable for that purpose.
- 9.1.2 Any monies expended by the Security Trustee in remedying a breach by the Chargor of its obligations contained in this Deed shall be reimbursed by the Chargor to the Security Trustee on a full indemnity basis and shall carry interest in accordance with the Facility Agreement.
- 9.1.3 In remedying any breach in accordance with this clause 9.1, the Security Trustee, its agents and their respective officers, agents and employees shall be entitled to enter onto a Property and to take any action as the Security Trustee may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development.
- 9.2 Security Trustee has Receiver's powers**
- To the extent permitted by law, any right, power or discretion conferred by this Deed or by law on a Receiver may, after the security constituted by this Deed has become enforceable, be exercised by the Security Trustee in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.
- 9.3 Conversion of currency**
- For the purpose of discharging any of the Secured Liabilities, the Security Trustee may convert any monies received, recovered or realised by it under this Deed from their existing currencies of denomination into any other currencies of denomination that the Security Trustee may think fit. Any such conversion shall be effected at the then prevailing spot selling rate of exchange, for such other currency against the existing currency, of such clearing bank as is selected for this purpose by the Security Trustee at its sole discretion.
- 9.4 New accounts**

- 9.4.1 If the Security Trustee receives, or is deemed to have received, notice of any subsequent Security, or other interest, affecting all or part of the Secured Assets, the Security Trustee may open a new account for the Chargor in the Security Trustee's books. Without prejudice to the Security Trustee's right to combine accounts, no money paid to the credit of the Chargor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- 9.4.2 If the Security Trustee does not open a new account immediately on receipt of the notice, or deemed notice, under clause 9.4.1, then, unless the Security Trustee gives express written notice to the contrary to the Chargor, all payments made by the Chargor to the Security Trustee shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Security Trustee.
- 9.5 **Indulgence**
- The Security Trustee may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this Deed (whether or not any such person is jointly liable with the Chargor) in respect of any of the Secured Liabilities, or of any other security for them, without prejudice either to this Deed or to the liability of the Chargor for the Secured Liabilities.
- 9.6 **Appointment of an Administrator**
- The Security Trustee may, without notice to the Chargor, appoint any one or more persons to be an Administrator of the Chargor pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this Deed becomes enforceable.
- 9.7 **Further advances**
- Each Security Trustee shall perform its obligations to make advances under the Facility Agreement (including any obligation to make available further advances).
10. **When security becomes enforceable**
- 10.1 **Security becomes enforceable on Event of Default**
- The security constituted by this Deed shall become immediately enforceable on the occurrence of:-
- 10.1.1 an Event of Default; and/or
- 10.1.2 an event of default (howsoever defined) under any other agreement between an Obligor and a Finance Party.
- 10.2 **Discretion**
- After the security constituted by this Deed has become enforceable, the Security Trustee may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets.
11. **Enforcement of security**
- 11.1 **Enforcement powers**
- 11.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- 11.1.2 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Deed) shall be exercisable at any time after the execution of this Deed, but the Security Trustee shall not exercise such power of sale or other powers until the security constituted by this Deed has become enforceable under clause 10.
- 11.1.3 Section 103 of the LPA 1925 does not apply to the security constituted by this Deed.
- 11.2 **Extension of statutory powers of leasing**
- The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Security Trustee and any Receiver,

at any time after the security constituted by this Deed has become enforceable, whether in its own name or in that of the Chargor, to grant a lease or agreement to lease, accept surrenders of leases, or grant any option of the whole or any part of the Secured Assets with whatever rights relating to other parts of it, on such terms and conditions as it thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

**11.3 Redemption of prior Security**

11.3.1 At any time after the security constituted by this Deed has become enforceable, the Security Trustee may redeem any prior Security over any Secured Asset and procure the transfer of that Security to itself.

11.3.2 The Chargor shall pay to the Security Trustee immediately on demand all principal, interest, costs, charges and expenses of, and incidental to, any such redemption or transfer, and such amounts shall be secured by this Deed as part of the Secured Liabilities.

**11.4 Protection of third parties**

No purchaser, mortgagee or other person dealing with the Security Trustee, any Receiver or any Delegate shall be concerned to enquire:

11.4.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;

11.4.2 whether any power the Security Trustee, a Receiver or Delegate is purporting to exercise has become exercisable or is being properly exercised; or

11.4.3 how any money paid to the Security Trustee, any Receiver or any Delegate is to be applied.

**11.5 Privileges**

Each Receiver and the Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

**11.6 No liability as mortgagee in possession**

Neither the Security Trustee nor any Receiver or Delegate shall be liable to the Chargor or any other person:

11.6.1 (by reason of entering into possession of a Secured Asset, or for any other reason) to account as mortgagee in possession in respect of all or any of the Secured Assets;

11.6.2 for any loss on realisation, or for any act, default or omission for which a mortgagee in possession might be liable; or

11.6.3 for any expense, loss or liability:

11.6.3.1 relating to the enforcement of, or any failure to enforce or delay in enforcing, any security constituted by or pursuant to this Deed;

11.6.3.2 relating to an exercise of rights, or by any failure to exercise or delay in exercising, rights under this Deed; or

11.6.3.3 arising in any other way in connection with this Deed,

except that this does not exempt the Security Trustee or any Receiver or Delegate from liability for losses caused by the gross negligence, fraud or wilful misconduct of the Security Trustee or the relevant Receiver or Delegate.

**11.7 Conclusive discharge to purchasers**

The receipt of the Security Trustee, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any

acquisition in the exercise of their respective powers, the Security Trustee, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it thinks fit.

#### **11.8 Right of appropriation**

11.8.1 To the extent that the Secured Assets constitute Financial Collateral, and this Deed and the obligations of the Chargor under it 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 Secured Assets in or towards the payment or discharge of the Secured Liabilities in any order that the Security Trustee may, in its absolute discretion, determine.

11.8.2 The value of any Secured Assets appropriated in accordance with this clause shall be:

11.8.2.1 in the case of cash, the amount standing to the credit of each of the Chargor's accounts with any bank, financial institution or other person, together with any accrued but unpaid interest, at the time the right of appropriation is exercised; and

11.8.2.2 in the case of Investments, the market price of those Investments at the time the right of appropriation is exercised determined by the Security Trustee by reference to a recognised market index or by any other method that the Security Trustee may select (including independent valuation).

11.8.3 The Chargor agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

### **12. Receiver**

#### **12.1 Appointment**

12.1.1 At any time after the security constituted by this Deed has become enforceable, or at the request of the Chargor, the Security Trustee may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets.

12.1.2 The Security Trustee may not appoint a Receiver solely as a result of the obtaining of a moratorium (or as a result of anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986.

#### **12.2 Removal**

The Security Trustee may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

#### **12.3 Remuneration**

The Security Trustee may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this Deed, to the extent not otherwise discharged.

#### **12.4 Power of appointment additional to statutory powers**

The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Security Trustee, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

#### **12.5 Agent of the Chargor**

Any Receiver appointed by the Security Trustee under this Deed shall be the agent of the Chargor and the Chargor shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver.



### **13. Powers of Receiver**

#### **13.1 General**

- 13.1.1 Any Receiver appointed by the Security Trustee under this Deed shall, in addition to the powers conferred on it by statute, have the rights, powers and discretions set out in clause 13.2 to clause 13.25.
- 13.1.2 A Receiver has all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA 1925, and shall have those rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986 whether it is an administrative receiver or not.
- 13.1.3 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing it states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.
- 13.1.4 Any exercise by a Receiver of any of the powers given by clause 13 may be on behalf of the Chargor, the directors of the Chargor (in the case of the power contained in clause 13.16) or itself.

#### **13.2 Repair and develop Charged Properties**

A Receiver may undertake or complete any works of repair, alteration, building or development on the Charged Properties and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

#### **13.3 Grant or accept surrenders of leases**

A Receiver may grant, or accept, surrenders of any leases or tenancies affecting any Secured Asset on any terms, and subject to any conditions, that it thinks fit.

#### **13.4 Employ personnel and advisers**

- 13.4.1 A Receiver may provide services and employ or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that it thinks fit.
- 13.4.2 A Receiver may discharge any such person or any such person appointed by the Chargor.

#### **13.5 Make and revoke VAT options to tax**

A Receiver may make, exercise or revoke any VAT option to tax as it thinks fit.

#### **13.6 Remuneration**

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by it) that the Security Trustee may prescribe or agree with it.

#### **13.7 Possession**

A Receiver may take immediate possession of, get in and realise any Secured Asset.

#### **13.8 Manage or reconstruct the Chargor's business**

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Chargor.

#### **13.9 Dispose of Secured Assets**

A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which it is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as it thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.

**13.10 Sever fixtures and fittings**

A Receiver may sever and sell separately any fixtures or fittings from any Charged Property without the consent of the Chargor.

**13.11 Sell Book Debts**

A Receiver may sell and assign all or any of the Book Debts in respect of which it is appointed in any manner, and generally on any terms and conditions, that it thinks fit.

**13.12 Valid receipts**

A Receiver may give a valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.

**13.13 Make settlements**

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who claims to be a creditor of the Chargor or relating in any way to any Secured Asset.

**13.14 Legal action**

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as it thinks fit.

**13.15 Improve the Equipment**

A Receiver may make substitutions of, or improvements to, the Equipment as it may think expedient.

**13.16 Make calls on Chargor members**

A Receiver may make calls conditionally or unconditionally on the members of the Chargor in respect of uncalled capital with (for that purpose and for the purpose of enforcing payments of any calls so made) the same powers as are conferred by the articles of association of the Chargor on its directors in respect of calls authorised to be made by them.

**13.17 Insure**

A Receiver may, if it thinks fit, but without prejudice to the indemnity in clause 16, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Chargor under this Deed.

**13.18 Subsidiaries**

A Receiver may form a subsidiary of the Chargor and transfer to that subsidiary any Secured Asset.

**13.19 Borrow**

A Receiver may, for whatever purpose it thinks fit, raise and borrow money either unsecured or on the security of all or any of the Secured Assets in respect of which it is appointed on any terms that it thinks fit (including, if the Security Trustee consents, terms under which that security ranks in priority to this Deed).

**13.20 Redeem prior Security**

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Chargor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

**13.21 Delegation**

A Receiver may delegate its powers in accordance with this Deed.

**13.22 Absolute beneficial owner**

A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights it would be capable of exercising as, and do all those acts and things, an absolute beneficial owner could exercise or do, in the ownership and management of the Secured Assets or any part of the Secured Assets.

**13.23 Incidental powers**

A Receiver may do any other acts and things that it:

- 13.23.1 may consider desirable or necessary for realising any of the Secured Assets;
- 13.23.2 may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this Deed or law; or
- 13.23.3 lawfully may or can do as agent for the Chargor.

**13.24 Delegation**

The Security Trustee or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed (including the power of attorney granted under clause 17.1).

**13.25 Liability**

Neither the Security Trustee nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

**14. Application of proceeds**

**14.1 Order of application of proceeds**

All monies received or recovered by the Security Trustee, a Receiver or a Delegate under this Deed or in connection with the realisation or enforcement of all or part of the security constituted by this Deed, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

- 14.1.1 in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Security Trustee (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this Deed, and of all remuneration due to any Receiver under or in connection with this Deed;
- 14.1.2 in or towards payment of the Secured Liabilities in any order and manner that the Security Trustee determines; and
- 14.1.3 in payment of the surplus (if any) to the Chargor or other person entitled to it.

**14.2 Appropriation**

Neither the Security Trustee, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

**14.3 Suspense account**

All monies received by the Security Trustee, a Receiver or a Delegate under this Deed (other than sums received under any Insurance Policy that are not going to be applied in or towards discharge of the Secured Liabilities):

- 14.3.1 may, at the discretion of the Security Trustee, Receiver or Delegate, be credited to a suspense account;

- 14.3.2 shall bear interest, if any, at the rate agreed in writing between the Security Trustee and the Chargor; and
- 14.3.3 may be held in that account for so long as the Security Trustee, Receiver or Delegate thinks fit.

## **15. Costs and indemnity**

### **15.1 Costs**

The Chargor shall, within five Business Days of demand, pay to, or reimburse, the Security Trustee and any Receiver or Delegate, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Security Trustee, any Receiver or any Delegate in connection with:

- 15.1.1 this Deed or the Secured Assets;
- 15.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Security Trustee's, a Receiver's or a Delegate's rights under this Deed; or
- 15.1.3 taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge, expense, tax or liability arose until full discharge of that cost, charge, expense, tax or liability (whether before or after judgment, liquidation, winding up or administration of the Chargor) at the rate and in the manner specified in the Facility Agreement.

### **15.2 Indemnity**

15.2.1 The Chargor shall indemnify the Security Trustee, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

- 15.2.1.1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Deed or by law in respect of the Secured Assets;
- 15.2.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Deed; or
- 15.2.1.3 any default or delay by the Chargor in performing any of its obligations under this Deed.

15.2.2 Any past or present employee or agent may enforce the terms of this clause 15.2 subject to and in accordance with the provisions of the Third Parties Act.

## **16. Further assurance**

The Chargor shall promptly, at its own expense, take whatever action the Security Trustee or any Receiver may reasonably require for creating, perfecting or protecting the security created or intended to be created by this Deed, facilitating the realisation of any Secured Asset, facilitating the exercise of any right, power, authority or discretion exercisable by the Security Trustee or any Receiver in respect of any Secured Asset or conferring on the Security Trustee such security as it may require over the Chargor's assets outside England and Wales which if in England and Wales would form part of the Secured Assets including, without limitation the execution of any mortgage, transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets.

## **17. Power of attorney**

### **17.1 Appointment of attorneys**

By way of security, the Chargor irrevocably appoints the Security Trustee, every Receiver and every Delegate separately to be the attorney of the Chargor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that the Chargor is required to execute and do under this Deed, or any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Deed or by law on the Security Trustee, any Receiver or any Delegate.

**17.2 Ratification of acts of attorneys**

The Chargor ratifies and confirms, and agrees to ratify and confirm, anything that any of the Chargor's attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the powers referred to in clause 17.1.

**18. Release**

Subject to clause 25.3, at the end of the Security Period, the Security Trustee shall, at the request and cost of the Chargor, take whatever action is necessary to release the Secured Assets from the security constituted by this Deed.

**19. Assignment and transfer**

**19.1 Assignment by Security Trustee**

At any time, without the consent of the Chargor, the Security Trustee may assign or transfer any or all of its rights and obligations under this Deed to a replacement Security Trustee appointed in accordance with the Facility Agreement. Such replacement Security Trustee shall, with effect from the date of such assignment or transfer, be the Security Trustee for the Secured Parties under this Deed in place of the previous Security Trustee.

**19.2 Assignment by Chargor**

The Chargor may not assign any of its rights, or transfer any of its rights or obligations, under this Deed.

**20. Set-off**

**20.1 Security Trustee's right of set-off**

The Security Trustee may at any time set off any liability of the Chargor to the Security Trustee against any liability of the Security Trustee to the Chargor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Deed. If the liabilities to be set off are expressed in different currencies, the Security Trustee may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Security Trustee of its rights under this clause 20 shall not limit or affect any other rights or remedies available to it under this Deed or otherwise.

**20.2 Exclusion of Chargor's right of set-off**

All payments made by the Chargor to the Security Trustee under this Deed shall be made in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**21. Amendments, waivers and consents**

**21.1 Amendments**

No amendment of this Deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

**21.2 Waivers and consents**

21.2.1 A waiver of any right or remedy under this Deed or by law, or any consent given under this Deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

- 21.2.2 A failure or delay by a party to exercise any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy or prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Deed or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 21.3 Rights and remedies**
- The rights and remedies provided under this Deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.
- 22. Severance**
- If any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.
- 23. Counterparts**
- This Deed may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute one deed.
- 24. Third party rights**
- 24.1 Except as expressly provided elsewhere in this Deed, a person who is not a party to this Deed shall not have any rights under the Third Parties Act to enforce, or enjoy the benefit of, any term of this Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 24.2 The terms of this Deed are enforceable by each Secured Party notwithstanding that they are not a party to this Deed.
- 24.3 The rights of the parties to rescind or agree any amendment or waiver under this Deed are not subject to the consent of any other person.
- 25. Further provisions**
- 25.1 **Independent security**
- The security constituted by this Deed shall be in addition to, and independent of, any other security or guarantee that the Security Trustee may hold for any of the Secured Liabilities at any time.
- 25.2 **Continuing security**
- The security constituted by this Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Security Trustee discharges this Deed in writing.
- 25.3 **Discharge conditional**
- Any release, discharge or settlement between the Chargor and the Security Trustee shall be deemed conditional on no payment or security received by the Security Trustee in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded under any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:
- 25.3.1 the Security Trustee or its nominee may retain this Deed and the security created by or under it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Security Trustee deems necessary to provide the Security Trustee with security against any such avoidance, reduction or order for refund; and
- 25.3.2 the Security Trustee may recover the value or amount of such security or payment from the Chargor subsequently as if the release, discharge or settlement had not occurred.
- 25.4 Certificates**

A certificate or determination by the Security Trustee as to any amount for the time being due to it from an Obligor under any Finance Document shall be, in the absence of any manifest error, conclusive evidence of the amount due.

**25.5 Consolidation**

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this Deed.

**26. Notices**

**26.1 Delivery**

Any notice or other communication given to a party under or in connection with this Deed shall be:

26.1.1 in writing;

26.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by e-mail; and

26.1.3 delivered or sent to a party at the address and/or email address set out under its name below or any other address or e-mail address as is notified in writing by such party to the other from time to time in accordance with this Deed.

**26.2 Receipt by Chargor**

Any notice or other communication that the Security Trustee gives to the Chargor shall be deemed to have been received:

26.2.1 if delivered by hand, at the time it is left at the relevant address;

26.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and

26.2.3 if sent by e-mail, when transmitted.

A notice or other communication given as described in clause 26.2.1 to clause 26.2.3 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

**26.3 Receipt by Security Trustee**

Any notice or other communication given to the Security Trustee shall be deemed to have been received only on actual receipt.

**26.4 Service of Proceedings**

Subject to clause 27.3 this clause 26 does not apply to the service of any proceedings or other documents in any legal action, or, where applicable, any arbitration or other method of dispute resolution.

**26.5 No notice by fax**

A notice or other communication given under or in connection with this Deed is not valid if sent by fax.

**27. Governing law and jurisdiction**

**27.1 Governing law**

This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**27.2 Jurisdiction**

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation. Nothing in this clause shall limit the right of the Security Trustee to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude

the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

**27.3 Other service**

The Chargor irrevocably consents to any process in any legal action or proceedings under clause 26.2 being served on it in accordance with the provisions of this Deed relating to service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law.

**IN WITNESS OF WHICH** this document has been executed and delivered on the date first stated above.



## **Schedule 1**

### **Real Property**

The freehold property on the south-east side of Woodbury Lane, Norton, Worcester registered at HM Land Registry under title number WR202674

**Schedule 2**  
**Notice and acknowledgement - Relevant Agreement**  
**Part 1**  
**Form of notice**

[On the letterhead [ ] Limited)  
[NAME OF COUNTERPARTY]  
[ADDRESS LINE 1]  
[ADDRESS LINE 2]  
[POSTCODE]  
[DATE]

Dear [NAME OF ADDRESSEE],

**Debenture (Debenture) dated 20[ ] between [ ] and Katch Investment Management Ltd**

We refer to the [DESCRIBE RELEVANT AGREEMENT] (Contract).

This letter constitutes notice to you that under the Debenture we have assigned, by way of security, to Katch Investment Management Ltd (Security Trustee) all our rights in respect of the Contract.

We confirm that:

- We will remain liable under the Contract to perform all the obligations assumed by us under the Contract.
- Neither the Security Trustee nor any receiver or delegate appointed by the Security Trustee will at any time be under any obligation or liability to you under or in respect of the Contract.

Neither the Debenture nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Contract.

Subject to the above, we will remain entitled to exercise all our rights, powers and discretions under the Contract and you may continue to deal with us in relation to the Contract and give notices under the Contract to us unless and until you receive written notice to the contrary from the Security Trustee. Thereafter, all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Security Trustee or as it directs and we will cease to have any right to deal with you in relation to the Contract and you must deal only with the Security Trustee.

Please note that we have agreed that we will not amend or waive any provision of or terminate the Contract without the prior written consent of the Security Trustee.

The instructions in this notice may only be revoked or amended with the prior written consent of the Security Trustee.

Please confirm that you agree to the terms of this notice, and to act in accordance with its provisions, by sending the attached acknowledgement to the Security Trustee at 4 Manchester Square Manchester Square, London. W1U 3PD, with a copy to us.

This notice, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

Yours sincerely,

.....  
For and on behalf of [ ] Limited

## Part 2

### Form of acknowledgement

*[On the letterhead of the counterparty]*

Katch Investment Management Ltd  
4 Manchester Square  
Manchester Square  
London  
W1U 3PD

[DATE]

Dear Sirs,

**Debenture (Debenture) dated [ ] between [ ] and Katch Investment Management Ltd**

We confirm receipt from [ ] (Chargor) of a notice (Notice) dated [ ] of an assignment, by way of security, of all the Chargor's rights under [DESCRIBE RELEVANT AGREEMENT] (Contract).

Terms defined in the Notice shall have the same meaning when used in this acknowledgement.

We confirm that:

- We accept the confirmations and instructions contained in the Notice and agree to comply with the Notice.
- There has been no amendment, waiver or release of any rights or interests in the Contract since the date of the Contract.
- We will not cancel, avoid, release or otherwise allow the Contract to lapse without giving the Security Trustee at least 30 days' prior written notice.
- We have not, as at the date of this acknowledgement, received notice that the Chargor has assigned its rights under the Contract to a third party, or created any other interest (whether by way of security or otherwise) in the Contract in favour of a third party.
- The Security Trustee will not in any circumstances have any liability in relation to the Contract.
- The Contract shall not be rendered void, voidable or unenforceable by reason of any non-disclosure by the Security Trustee.

This letter, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

Yours sincerely,

[COUNTERPARTY]

**Schedule 3**  
**Notice and acknowledgement - Insurance Policy**

**Part 1**  
**Form of notice**

[On the letterhead of [ ] Limited]  
[NAME OF INSURANCE COMPANY]  
[ADDRESS LINE 1]  
[ADDRESS LINE 2]  
[POSTCODE]  
[DATE]

Dear [NAME OF ADDRESSEE],

**Debenture (Debenture) dated [ ] between [ ] and Katch Investment Management Ltd**

We refer to the [DESCRIBE INSURANCE POLICY AND SPECIFY ITS POLICY NUMBER] (Policy).

This letter constitutes notice to you that under the Debenture we have assigned, by way of security, to Katch Investment Management Ltd (Security Trustee) all our rights in respect of the Policy (including all claims and all returns of premium in connection with the Policy).

We irrevocably instruct and authorise you to:

- Note the Security Trustee's interest on the Policy as, "First Mortgagee" and first loss payee **OR** Name the Security Trustee on the Policy as co-insured.
- Comply with the terms of any written instructions received by you from the Security Trustee relating to the Policy, without notice or reference to, or further authority from, us and without enquiring as to the justification or the validity of those instructions.
- Hold all sums from time to time due and payable by you to us under the Policy to the order of the Security Trustee.
- Pay, or release, all monies to which we are entitled under the Policy to the Security Trustee, or to such persons as the Security Trustee may direct.
- Disclose information in relation to the Policy to the Security Trustee on request by the Security Trustee.

Neither the Debenture nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Policy.

Subject to the foregoing, you may continue to deal with us in relation to the Policy until you receive written notice to the contrary from the Security Trustee. Thereafter, we will cease to have any right to deal with you in relation to the Policy and you must deal only with the Security Trustee.

The instructions in this notice may only be revoked or amended with the prior written consent of the Security Trustee.

Please confirm that you agree to the terms of this notice and to act in accordance with its provisions by sending the attached acknowledgement to the Security Trustee at 4 Manchester Square Manchester Square, London. W1U 3PD, with a copy to us.

This notice, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

Yours sincerely,

For and on behalf of [ ] Limited

## Part 2

### Form of acknowledgement

*[On the letterhead of the insurance company]*

Katch Investment Management Ltd  
4 Manchester Square  
Manchester Square  
London  
W1U 3PD

[DATE]

Dear Sirs,

**Debenture (Debenture) dated [ ] between [ ] and Katch Investment Management Ltd**

We confirm receipt from [ ] (Chargor) of a notice (Notice) dated [ ] of [ ] an assignment, by way of security, of all the Chargor's rights under [DESCRIBE INSURANCE POLICY AND ITS NUMBER] (Policy).

Terms defined in the Notice shall have the same meaning when used in this acknowledgement.

We confirm that:

- We accept the instructions and authorisations contained in the Notice and agree to comply with the Notice.
- We have noted the Security Trustee's interest on the Policy as ["First Mortgagee and First Loss Payee" or "Co-Insured"].
- There has been no amendment, waiver or release of any rights or interests in the Policy since the date the Policy was issued.
- We will not cancel, avoid, release or otherwise allow the Policy to lapse without giving the Security Trustee at least 14 days' prior written notice.
- We have not, as at the date of this acknowledgement, received notice that the Chargor has assigned its rights under the Policy to a third party, or created any other interest (whether by way of security or otherwise) in the Policy in favour of a third party.
- The Security Trustee will not in any circumstances be liable for the premiums in relation to the Policy.
- The Policy shall not be rendered void, voidable or unenforceable by reason of any non-disclosure by the Security Trustee.

This letter, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation), shall be governed by and construed in accordance with the law of England and Wales.

Yours sincerely,

.....  
[INSURER]

**Schedule 4**  
**Notice and acknowledgement - bank account**  
**Part 1**  
**Form of notice**

[On the letterhead of [ ] Limited]  
[BANK, FINANCIAL INSTITUTION OR OTHER PERSON]  
[ADDRESS LINE 1]  
[ADDRESS LINE 2]  
[POSTCODE]  
[DATE]

Dear [NAME OF ADDRESSEE],

**Debenture (Debenture) dated [ ] between [ ] and Katch Investment Management Ltd**

This letter constitutes notice to you that under the Debenture we have charged, by way of first fixed charge, in favour of Katch Investment Management Ltd (Security Trustee) all monies from time to time standing to the credit of the account held with you and detailed below (the Account), together with all other rights and benefits accruing to or arising in connection with the Account (including, but not limited to, entitlements to interest):

**Name of Account: [NAME OF ACCOUNT]**

**Sort code: [SORT CODE]**

**Account number: [ACCOUNT NUMBER]**

We irrevocably instruct and authorise you to:

Disclose to the Security Trustee any information relating to the Account requested from you by the Security Trustee.

Comply with the terms of any written notice or instructions relating to the Account received by you from the Security Trustee.

Pay or release all or any part of the monies standing to the credit of the Account in accordance with the written instructions of the Security Trustee.

Not permit any amount to be withdrawn from the Account if the Security Trustee notifies you that an Event of Default is outstanding under the Facility Agreement (as defined in the Debenture).

We acknowledge that you may comply with the instructions in this notice without any further permission from us.

The instructions in this notice may only be revoked or amended with the prior written consent of the Security Trustee.

This notice, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

Please confirm that you agree to the terms of this notice and to act in accordance with its provisions by sending the attached acknowledgement to the Security Trustee at 4 Manchester Square, Manchester Square, London. W1U 3PD, with a copy to us.

Yours sincerely,

Signed .....



For and on behalf of [ ] Limited

## Part 2

### Form of acknowledgement

*[On the letterhead of the bank, financial institution or other person]*

Katch Investment Management Ltd  
4 Manchester Square,  
Manchester Square,  
London,  
W1U 3PD

[DATE]

Dear [NAME OF ADDRESSEE],

**Debenture (Debenture) dated [ ] between [ ] and Katch Investment Management Ltd**

We confirm receipt from [ ] (the Chagor) of a notice (the Notice) dated [ ] of a charge (on the terms of the Debenture) over all monies from time to time standing to the credit of the account detailed below (the Account), together with all other rights and benefits accruing to or arising in connection with the Account (including, but not limited to, entitlements to interest).

We confirm that we:

Accept the instructions contained in the Notice and agree to comply with the Notice.

Following notification from you that an Event of Default is outstanding under the Facility Agreement (as defined in the Debenture)] will not permit any amount to be withdrawn from the Account without your prior written consent.

Have not received notice of the interest of any third party in the Account.

Have neither claimed nor exercised, nor will claim or exercise any security interest, set-off, counter-claim or other right in respect of the Account.

The Account is:

**Name of Account: [NAME OF ACCOUNT]**

**Sort code: [SORT CODE]**


**Account number: [ACCOUNT NUMBER]**


This letter, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

Yours sincerely,

Signed.....

[NAME OF BANK, FINANCIAL INSTITUTION OR OTHER PERSON]

  
Director

ce of: 

MAR 25 TWO MY

3/5 Sensors Place  
Washed  
Solicites.

Attention: the Director

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