



Registration of a Charge

Company Name: **BLACKBOTTLE LIMITED**

Company Number: **07616514**



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

XC79RHVC

Details of Charge

Date of creation: **06/07/2023**

Charge code: **0761 6514 0005**

Persons entitled: **COHORT CAPITAL LTD**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS OR BEING LAND ON THE SOUTH SIDE OF UPPER SUNBURY ROAD, HAMPTON AND REGISTERED AT THE LAND REGISTRY UNDER THE TITLE NUMBER TGL361053**

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

FREETHS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7616514

Charge code: 0761 6514 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th July 2023 and created by BLACKBOTTLE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th July 2023 .

Given at Companies House, Cardiff on 10th 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 6 July 2023

- (1) BLACKBOTTLE LIMITED
- (2) COHORT CAPITAL LTD

Debenture

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6 July 2023

This deed is dated

Parties

- (1) **BLACKBOTTLE LIMITED** incorporated and registered in England and Wales with registered number 07616514 whose registered office is at 40, Queen Anne Street, London, England, W1G 9EL (**Borrower**)
- (2) **COHORT CAPITAL LTD** incorporated and registered in England and Wales whose registered office is at 97 Park Lane, Mayfair, London, United Kingdom, W1K 7TG as security agent for the Finance Parties (**Security Agent**)

Background

- (a) Certain of the Finance Parties have agreed, under the Facility Agreement, to provide the Borrower with loan facilities on a secured basis.
- (b) Under this deed, the Borrower provides security to the Secured Parties for the loan facilities made available under the Facility Agreement.
- (c) It is intended that this deed takes effect as a deed notwithstanding the fact that a party may only execute this deed under hand.

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 Borrower pursuant to clause 13.8 (*Appointment of an Administrator*).

Assigned Agreement: each document described as such in Schedule 1 (*Specific assets*) and each other agreement designated as an Assigned Agreement by the Security Agent and the Borrower in writing.

Book Debts: all present and future book and other debts, and monetary claims due or owing to the Borrower, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Borrower in relation to any of them.

Charged Agreement: each document described as such in Schedule 1 (*Specific assets*) and each other agreement designated as a Charged Agreement by the Security Agent and the Borrower in writing.

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.

Designated Account: any account of the Borrower nominated by the Security Agent as a designated account for the purposes of this deed.

Environmental Permit: any authorisation, permit or licence necessary under Environmental Law in respect of any of the Secured Assets.

Equipment: all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property owned by the Borrower or in which it has an interest, including any part of it and all spare parts, replacements, modifications and additions.

Facility Agreement: the facility agreement dated on or around the date of this deed between, among others, the Borrower and the Security Agent for the provision of the loan facilities secured by this deed.

Financial Collateral: has the meaning given to that term 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 effected or maintained by the Borrower from time to time in respect of its assets or business including the contracts and policies of insurance (if any) specified in **Schedule 1 (Specific assets)**.

Intellectual Property: the Borrower's present and future patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case 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 and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, including the intellectual property (if any) specified in **Schedule 1 (Specific assets)**.

Investments: all certificated shares, stock, debentures, bonds or other securities or investments (whether or not marketable) from time to time legally or beneficially owned by or on behalf of the Borrower including the investments (if any) specified in **Schedule 1 (Specific assets)**.

LPA 1925: the Law of Property Act 1925.

Relevant Agreement: an Assigned Agreement or a Charged Agreement.

Rental Income: all amounts paid or payable to or for the account of the Borrower in connection with the letting, licence or grant of other rights of use or occupation of all or any part of the Charged Property.

Report: any certificate of or report on title or legal due diligence report supplied to the Finance Parties as a condition precedent under the Facility Agreement on or before the date of this deed.

Secured Assets: all the assets, property and undertaking of the Borrower which are, or are expressed 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 each Transaction Obligor to any Secured Party, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with each Finance Document.

Security Financial Collateral Arrangement: has the meaning given to that term in the Financial Collateral Regulations.

Security: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

Security Period: the period starting on the date of this deed and ending on the date on which the Security Agent is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no Secured Party has any further commitment, obligation or liability under the Finance Documents.

Valuation: any valuation relating to the Charged Property supplied to the Finance Parties by the Borrower (or on its behalf).

1.2 Interpretation

In this deed:

- (a) clause, Schedule and paragraph headings shall not affect the interpretation of this deed;
- (b) a **person** includes an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (d) a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- (e) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (f) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (g) a reference to **writing** or **written** includes email but not fax;
- (h) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (i) a reference to **this deed** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;
- (j) unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this deed and a reference to a paragraph is to a paragraph of the relevant Schedule;
- (k) any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (l) a reference to an **amendment** includes a restatement, novation, supplement or variation (and **amend** and **amended** shall be construed accordingly);

- (m) a reference to **assets** includes present and future properties and assets, undertakings, revenues, rights and benefits of every description;
- (n) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration or resolution;
- (o) a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been waived in writing by the Security Agent or remedied to the satisfaction of the Security Agent (such satisfaction to be confirmed in writing);
- (p) a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- (q) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3 Clawback

If the Security Agent considers that an amount paid by the Borrower in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower 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:

- (a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of that Charged Property at any time;
- (b) the proceeds of the sale of any part of that Charged Property and any other monies paid or payable in respect of or in connection with that Charged Property;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of that Charged Property, and any monies paid or payable in respect of those covenants; and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property.

1.5 Nature of security over Investments

A reference in this deed to any share, stock, debenture or other security or investment includes:

- (a) any dividend, interest or other distribution paid or payable in respect of that share, stock, debenture or other security or investment;
- (b) any right, money, shares or property accruing, offered or issued at any time in relation to that share, stock, debenture or other security or investment by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.

1.6 Nature of security over contracts

A reference in this deed to Security over contracts, agreements or other documents includes:

- (a) the right to demand and receive all monies whatever payable to or for the Borrower's benefit under or arising from any of them;
- (b) all remedies provided for in any of them or available at law or in equity in relation to any of them;
- (c) the right to compel performance of any of them; and
- (d) all other rights, interests and benefits whatever accruing to or for the Borrower's benefit arising from any of them.

1.7 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.

1.8 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.

1.9 Trust

The Security Agent holds the benefit of this deed and this Security on trust for the Secured Parties.

2. Covenant to pay

The Borrower shall, on demand, pay to the Security Agent 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 Borrower with full title guarantee charges to the Security Agent, 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 (Specific assets)**.

3.2 Fixed charges

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

- (a) all present and future estates or interests of the Borrower in, or over, any freehold, leasehold or commonhold property (other than any such property effectively mortgaged under clause 3.1 (*Legal mortgage*));
- (b) to the extent not designated as Relevant Agreements, the benefit of all other contracts, guarantees, appointments and warranties relating to each Charged Property and other documents to which the Borrower is a party or which are in its favour or of which it has the benefit relating to any letting,

development, sale, purchase, use or the operation of any Charged Property or otherwise relating to any Charged Property;

- (c) all licences, consents and authorisations (statutory or otherwise) held or required in connection with its business or the use of any Secured Asset, and all rights in connection with them;
- (d) all its present and future goodwill;
- (e) all its uncalled capital;
- (f) all the Equipment;
- (g) all the Intellectual Property;
- (h) all the Book Debts;
- (i) all the Investments;
- (j) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person including those accounts (if any) specified in **Schedule 1** (*Specific assets*), together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest);
- (k) 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 (*Assignment*);
- (l) the Rental Income and the benefit of any guarantee or security in respect of the Rental Income to the extent not effectively assigned under clause 3.3 (*Assignment*);
- (m) all its rights in respect of:
 - (i) each Charged Agreement;
 - (ii) each Assigned Agreement to the extent not effectively assigned under clause 3.3 (*Assignment*); and
 - (iii) all other agreements, instruments and rights relating to the Secured Assets.

3.3 Assignment

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

- (a) all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy;
- (b) the Rental Income and the benefit of any guarantee or security in respect of the Rental Income; and
- (c) the benefit of each Assigned Agreement.

3.4 Floating charge

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Security Agent, by way of first floating charge, all its undertaking, property, assets and rights not otherwise effectively mortgaged, charged or assigned under clause 3.1 (*Legal mortgage*) to clause 3.3 (*Assignment*) 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 (*Floating charge*).

3.6 Automatic crystallisation of floating charge

The floating charge created by clause 3.4 (*Floating charge*) shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:

- (a) the Borrower:
 - (i) creates, or attempts to create Security or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this deed or the Facility Agreement); or
 - (ii) except as expressly permitted by the Facility Agreement, disposes, or attempts to dispose, of all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised);
- (b) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets;
- (c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Borrower; or
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed

3.7 Crystallisation of floating charge by notice

Except as provided in clause 3.8 (*Part A1 moratorium*), the Security Agent may, in its sole discretion, by written notice to the Borrower, convert the floating charge created under this deed into a fixed charge as regards any part of the Secured Assets specified by the Security Agent in that notice if:

- (a) an Event of Default is continuing; or
- (b) the Security Agent 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

- (a) Subject to paragraph (b) below, the floating charge created by clause 3.4 (*Floating charge*) 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.
- (b) Paragraph (a) 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 Borrower 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 Agent confirms otherwise to the Borrower in writing) be charged to the Security Agent by way of first fixed charge.

4. Liability of the Borrower

4.1 Liability not discharged

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

- (a) any security, guarantee, indemnity, remedy 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;
- (b) any 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
- (c) any other act or omission that, but for this clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of the Borrower.

4.2 Immediate recourse

The Borrower waives any right it may have to require any Secured Party to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Borrower.

5. Representations and warranties

5.1 Representations and warranties

The Borrower makes the representations and warranties set out in this clause 5 to each Finance Party on the date of this deed and are deemed to be repeated on each Interest Payment Date.

5.2 Ownership of Secured Assets

The Borrower is the sole legal and beneficial owner of, and has good, valid and marketable title to, the Secured Assets.

5.3 No Security

Except as expressly allowed under the Facility Agreement, the Secured Assets are free from any Security, other than the Security created by this deed.

5.4 Enforceable security

Subject to the Reservations, this deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Borrower, and is, and will continue to be, effective security over all and every part of the Secured Assets in accordance with its terms.

6. General covenants

6.1 Negative pledge and disposal restrictions

Except as expressly allowed under the Facility Agreement, the Borrower shall not at any time:

- (a) create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this deed;
- (b) 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; or
- (c) create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.

6.2 Preservation of Secured Assets

The Borrower shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by a Secured Party, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed.

6.3 Enforcement of rights

The Borrower shall use all reasonable endeavours to:

- (a) procure the prompt observance and performance by each counterparty to any agreement or arrangement with the Borrower forming part of the Secured Assets (including each counterparty in respect of a Relevant Agreement and each insurer in respect of an Insurance Policy) of the covenants and other obligations imposed on that counterparty; and
- (b) enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets as the Security Agent may require from time to time.

6.4 Title documents

The Borrower shall:

- (a) within 2 Business Days of the execution of this deed (or, if acquired later, within two Business Days of the date of acquisition of the relevant Secured Asset), deposit with the Security Agent and the Security Agent shall, for the duration of this deed be entitled to hold all deeds and documents of title relating to the Secured Assets that are in the possession or control of the Borrower (and if they are not within the possession or control of the Borrower, the Borrower undertakes to obtain possession of all those deeds and documents of title); or
- (b) on the execution of this deed (or if acquired later, on the date of acquisition of the relevant Secured Asset), procure delivery of an undertaking from its solicitors to the Security Agent to hold all deeds and documents of title relating to the Secured Assets strictly to the order of the Security Agent.

6.5 Notices to be given by the Borrower

- (a) The Borrower shall within two Business Days of the execution of this deed (or, if later, within two Business Days of the date of the relevant contract or agreement or on opening the account) and as so requested by the Security Agent from time to time:
- (i) give notice of charge or assignment (as appropriate) to each counterparty to a Relevant Agreement (other than a tenant, guarantor or security provider under a lease of the Charged Property) in the form set out in **Part 1** of Schedule 2 (*Notice and acknowledgement-Relevant Agreement*), and use reasonable endeavours to procure that each counterparty provides to the Security Agent an acknowledgement of the notice in the form set out in **Part 2** of Schedule 2 (*Notice and acknowledgement-Relevant Agreement*);
 - (ii) give notice to each insurer under an Insurance Policy in the form set out in **Part 1** of Schedule 3 (*Notice and acknowledgement-Insurance Policy*), and use reasonable endeavours to procure that each insurer provides to the Security Agent an acknowledgement of the notice in the form set out in **Part 2** of Schedule 3 (*Notice and acknowledgement-Insurance Policy*); and
 - (iii) give notice to each bank, financial institution or other person with whom the Borrower holds an account in the form set out in **Part 1** of Schedule 4 (*Notice and acknowledgement- bank account*), and use reasonable endeavours to procure that each such bank, financial institution or other person provides to the Security Agent within five Business Days an acknowledgement of the notice in the form of **Part 2** of Schedule 4 (*Notice and acknowledgement- bank account*).
- (b) The Borrower shall, within 5 Business Days of the occurrence of an Event of Default which is continuing, give notice of charge or assignment (as the Security Agent may specify) to each tenant, guarantor or security provider under a lease of the Charged Property in the form set out in **Part 1** of Schedule 2 (*Notice and acknowledgement-Relevant Agreement*), and use reasonable endeavours to procure that each counterparty provides to the Security Agent an acknowledgement of the notice in the form set out in **Part 2** of Schedule 2 (*Notice and acknowledgement-Relevant Agreement*).

7. Property covenants

7.1 Compliance with Facility Agreement

The Borrower shall comply with clause 21 (*Property undertakings*) of the Facility Agreement.

7.2 Registration restrictions and cautions against first registration and notices

- (a) If the title to any Charged Property is not registered at the Land Registry, the Borrower shall procure that no person (other than itself) shall be registered under the Land Registration Act 2002 as proprietor of all or any part of any Charged Property.
- (b) Whether or not title to any Charged Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Borrower's title to any Charged Property, the Borrower shall promptly provide the Security Agent with full particulars of the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this deed, the Borrower shall promptly, and at its own expense, take such steps as the Security Agent may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

- (c) The Borrower shall be liable for the costs and expenses of the Security Agent in lodging cautions against the registration of the title to the whole or any part of any Charged Property from time to time.

7.3 Registration of legal mortgage at the Land Registry

The Borrower consents to an application being made by the Security Agent 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 Agent has a legal mortgage:

"No disposition of the registered estate by the proprietor of the registered estate[, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction,] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE] in favour of [NAME OF PARTY] referred to in the charges register or their conveyancer."

8. Investments covenants

8.1 Deposit of title documents

- (a) The Borrower shall:
 - (i) within two Business Days of the execution of this deed, deposit with the Security Agent all stock or share certificates and other documents of title or evidence of ownership relating to any Investments owned by the Borrower at that time; and
 - (ii) save as in relation to Touchlight Shares, within two Business Days of the purchase or acquisition by it of Investments after the date of this deed in accordance with the Facility Agreement, deposit with the Security Agent, or as the Security Agent may direct, all stock or share certificates and other documents of title or evidence of ownership relating to those Investments.
- (b) At the same time as depositing documents with the Security Agent, or as the Security Agent may direct, in accordance with clause 8.1(a) above, the Borrower shall also deposit with the Security Agent, or as the Security Agent may direct:
 - (i) all stock transfer forms relating to the relevant Investments duly completed and executed by or on behalf of the Borrower, but with the name of the transferee, the consideration and the date left blank; and
 - (ii) any other documents (in each case duly completed and executed by or on behalf of the Borrower) that the Security Agent 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 Agent may, at any time after the security constituted by this deed has become enforceable and without notice to the Borrower, complete and present those stock transfer forms and other documents to the issuer of the Investments for registration.

8.2 Nominations

- (a) The Borrower 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:

- (i) does not exercise any rights in respect of any Investments without the prior written approval of the Security Agent; and
 - (ii) promptly on receipt by it, forward to the Security Agent all communications or other information received by it in respect of any Investments for which it has been so nominated.
- (b) The Borrower 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.

8.3 Pre-emption rights and restrictions on transfer

The Borrower shall:

- (a) 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 Agent or its nominee, or to a purchaser on enforcement of the security constituted by this deed; and
- (b) 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 Agent may require in order to permit the transfer of the Investments to the Security Agent or its nominee, or to a purchaser on enforcement of the security constituted by this deed.

8.4 Dividends and voting rights before enforcement

- (a) Before the security constituted by this deed becomes enforceable, the Borrower may retain and apply for its own use all dividends, interest and other monies paid or payable in respect of the Investments.
- (b) Before the security constituted by this deed becomes enforceable, the Borrower may exercise all voting and other rights and powers in respect of the Investments provided that:
 - (i) 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
 - (ii) the exercise of, or the failure to exercise, those voting rights or other rights and powers would not, in the Security Agent's opinion, prejudice the Security Agent's security under this deed.

8.5 Dividends and voting rights after enforcement

After the security constituted by this deed has become enforceable:

- (a) all dividends and other distributions paid in respect of the Investments and received by the Borrower shall be held by the Borrower on trust for the Security Agent and immediately paid into a Designated Account or, if received by the Security Agent, may be applied by the Security Agent in accordance with clause 20.1 (*Order of application of proceeds*); and

- (b) all voting and other rights and powers attaching to the Investments may be exercised by, or at the direction of, the Security Agent and the Borrower shall, and shall procure that its nominees shall, comply with any directions the Security Agent may give, in its absolute discretion, concerning the exercise of those rights and powers.

8.6 Calls on Investments

Notwithstanding the security created by this deed, the Borrower 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 Borrower acknowledges that the Security Agent shall not be under any liability in respect of any such calls, instalments or other payments.

8.7 No alteration of constitutional documents or rights attaching to Investments

The Borrower shall not amend, or agree to the amendment of:

- (a) the memorandum or articles of association, or any other constitutional documents, of any issuer of the Investments that is not a public company; or
- (b) the rights or liabilities attaching to, or conferred by, all or any of the Investments.

8.8 Preservation of Investments

The Borrower 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:

- (a) consolidate or subdivide any of the Investments, or re-organise, exchange, repay or reduce its share capital in any way;
- (b) issue any new shares or stock; or
- (c) refuse to register any transfer of any of the Investments that may be lodged with it for registration by, or on behalf of, a Secured Party or the Borrower in accordance with this deed.

8.9 Investments Information

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

8.10 Compliance with requests for information

The Borrower shall promptly send a copy to the Security Agent 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 Agent may elect to provide such information as it may have on behalf of the Borrower.

9. Equipment covenants

9.1 Maintenance of Equipment

The Borrower shall:

- (a) 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;
- (b) 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
- (c) not permit any Equipment to be:
 - (i) used or handled other than by properly qualified and trained persons; or
 - (ii) overloaded or used for any purpose for which it is not designed or reasonably suitable.

10. Book Debts and Rental Income covenants

10.1 Realising Book Debts and Rental Income

After the security constituted by this deed has become enforceable:

- (a) the Borrower shall as an agent for the Security Agent, collect in and realise all Book Debts and Rental Income, pay the proceeds into a Designated Account immediately on receipt and, pending that payment, hold those proceeds on trust for the Security Agent; and
- (b) the Borrower shall not withdraw any amounts standing to the credit of any Designated Account.

10.2 Preservation of Book Debts and Rental Income

The Borrower shall not (except as permitted under clause 10.1 (*Realising Book Debts and Rental Income*)) release, exchange, compound, set off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts or the Rental Income.

11. Relevant Agreements covenants

- (a) The Borrower shall comply with the terms of each Relevant Agreement and any other document, agreement or arrangement comprising the Secured Assets.
- (b) Except as expressly allowed under the Facility Agreement or this deed, the Borrower shall not:
 - (i) amend or vary or agree to any change in, or waive any requirement of or its rights under;
 - (ii) settle, compromise, terminate, rescind or discharge (except by performance); or
 - (iii) abandon, waive, dismiss, release or discharge any action, claim or proceedings against any counterparty to a Relevant Agreement or other person in connection with,

any Relevant Agreement or any other document, agreement or arrangement comprising the Secured Assets.

12. Intellectual Property covenants

12.1 Preservation of rights

The Borrower shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation) by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings.

12.2 Registration of Intellectual Property

The Borrower shall use all reasonable efforts to register applications for the registration of any Intellectual Property, and shall keep the Security Agent informed of all matters relating to each such registration.

12.3 Maintenance of Intellectual Property

The Borrower shall not permit any Intellectual Property to be abandoned, cancelled or to lapse.

13. Powers of the Security Agent

13.1 Power to remedy

- (a) The Security Agent shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this deed.
- (b) The Borrower irrevocably authorises the Security Agent and its agents to do all things that are necessary or desirable for that purpose.
- (c) The Borrower shall reimburse the Security Agent, on a full indemnity basis, for any monies the Security Agent expends in remedying a breach by the Borrower of its obligations contained in this deed, and such monies shall carry interest in accordance with the Facility Agreement.

13.2 Exercise of rights

- (a) The rights of the Security Agent under clause **13.1** (*Power to remedy*) are without prejudice to any other rights of the Security Agent under this deed.
- (b) The exercise of any rights of the Security Agent under this deed shall not make the Security Agent liable to account as a mortgagee in possession.

13.3 Power to dispose of chattels

- (a) At any time after the security constituted by this deed has become enforceable, the Security Agent or any Receiver may, as agent for the Borrower, dispose of any chattels or produce found on any Charged Property.
- (b) Without prejudice to any obligation to account for the proceeds of any disposal made under clause **13.3(a)** above, the Borrower shall indemnify the Security Agent and any Receiver against any liability arising from any disposal made under clause **13.3(a)** above.

13.4 Security Agent has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this deed (either expressly or impliedly) or by law on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Security Agent 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.

13.5 Conversion of currency

- (a) For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Security Agent may convert any monies received, recovered or realised by it under this deed (including the proceeds of any previous conversion under this clause 13.5) from their existing currencies of denomination into any other currencies of denomination that the Security Agent may think fit at a market rate of exchange.
- (b) Each reference in this clause 13.5 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

13.6 New accounts

- (a) If a Secured Party receives, or is deemed to have received, notice of any subsequent Security, or other interest, affecting all or part of the Secured Assets, that Secured Party may open a new account for the Borrower in its books. Without prejudice to that Secured Party's right to combine accounts, no money paid to the credit of the Borrower in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- (b) If the Secured Party does not open a new account immediately on receipt of the notice, or deemed notice, under clause 13.6(a) above, then, unless the Secured Party gives express written notice to the contrary to the Borrower, all payments made by the Borrower to that Secured Party shall be treated as having been credited to a new account of the Borrower 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 that Secured Party.

13.7 Indulgence

The Security Agent 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 Borrower) 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 Borrower for the Secured Liabilities.

13.8 Appointment of an Administrator

- (a) The Security Agent may, without notice to the Borrower, appoint any one or more persons to be an Administrator of the Borrower pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this deed becomes enforceable.
- (b) Any appointment under this clause 13.8 shall:
 - (i) be in writing signed by a duly authorised signatory of the Security Agent; and
 - (ii) take effect in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.
- (c) The Security Agent may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 13.8 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

13.9 Further advances

Each Lender covenants with the Borrower that it shall perform its obligations to make advances under the Facility Agreement (including any obligation to make available further advances).

14. When security becomes enforceable

15. Security becomes enforceable on Event of Default which is continuing

The security constituted by this deed shall become immediately enforceable if an Event of Default occurs and is continuing.

15.1 Discretion

After the security constituted by this deed has become enforceable, the Security Agent 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.

16. Enforcement of security

16.1 General

- (a) 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.
- (b) The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause 15 (*Security becomes enforceable on Event of Default which is continuing*).
- (c) Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

16.2 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 Agent 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 Borrower, to:

- (a) grant a lease or agreement for lease;
- (b) accept surrenders of leases; or
- (c) grant any option in respect of the whole or any part of the Secured Assets with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Borrower, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Security Agent or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

16.3 Access on enforcement

- (a) At any time after the Security Agent has demanded payment of the Secured Liabilities or if the Borrower defaults in the performance of its obligations under this deed or the Facility Agreement,

the Borrower will allow the Security Agent or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Secured Asset and for that purpose to enter on any premises where a Secured Asset is situated (or where the Security Agent or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to the Borrower for, or by any reason of, that entry.

- (b) At all times, the Borrower must use its best endeavours to allow the Security Agent or its Receiver access to any premises for the purpose of clause 16.3(a) above (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

16.4 Redemption of prior Security

- (a) At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security having priority to this deed shall have become exercisable, the Security Agent may:
 - (i) redeem any prior Security over any Secured Asset;
 - (ii) procure the transfer of that Security to itself; and
 - (iii) settle and pass the accounts of the holder of any prior Security (and any accounts so settled and passed shall, in the absence of any manifest error, be conclusive and binding on the Borrower).
- (b) The Borrower shall pay to the Security Agent 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.

16.5 Protection of third parties

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

- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- (b) whether any power the Security Agent, a Receiver or Delegate is purporting to exercise has become exercisable or is being properly exercised; or
- (c) how any money paid to the Security Agent, any Receiver or any Delegate is to be applied.

16.6 Privileges

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

16.7 Exclusion of liability

No Secured Party shall be liable to the Borrower or any other person:

- (a) (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;

- (b) for any loss on realisation, or for any act, default or omission for which a mortgagee in possession might be liable; or
- (c) for any expense, loss or liability:
 - (i) relating to the enforcement of, or any failure to enforce or delay in enforcing, any security constituted by or pursuant to this deed;
 - (ii) relating to an exercise of rights, or by any failure to exercise or delay in exercising, rights under this deed; or
 - (iii) arising in any other way in connection with this deed,

except that this does not exempt a Secured Party from liability for losses caused by its own gross negligence, fraud or wilful misconduct.

16.8 Conclusive discharge to purchasers

The receipt of the Security Agent, 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 Agent, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it thinks fit.

16.9 Right of appropriation

- (a) To the extent that:
 - (i) the Secured Assets constitute Financial Collateral; and
 - (ii) this deed and the obligations of the Borrower under it constitute a Security Financial Collateral Arrangement,

the Security Agent 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 Agent may, in its absolute discretion, determine.
- (b) The value of any Secured Assets appropriated in accordance with this clause shall be:
 - (i) in the case of cash, the amount standing to the credit of each of the Borrower'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
 - (ii) in the case of Investments, the market price of those Investments at the time the right of appropriation is exercised determined by the Security Agent by reference to a recognised market index or by any other method that the Security Agent may select (including independent valuation).
- (c) The Borrower agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

17. Receiver

17.1 Appointment

- (a) At any time after the security constituted by this deed has become enforceable, or at the request of the Borrower, the Security Agent 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.
- (b) The Security Agent 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.

17.2 Removal

The Security Agent 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.

17.3 Remuneration

The Security Agent 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.

17.4 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 Agent under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

17.5 Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by the Security Agent despite any prior appointment in respect of all or any part of the Secured Assets.

17.6 Agent of the Borrower

Any Receiver appointed by the Security Agent under this deed shall be the agent of the Borrower and the Borrower shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Borrower goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Security Agent.

18. Powers of Receiver

18.1 General

- (a) Any Receiver appointed by the Security Agent under this deed shall, in addition to the powers conferred on it by statute, have the rights, powers and discretions set out in clause 18.2 (*Repair and develop Charged Properties*) to clause 18.23 (*Incidental powers*).

- (b) 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.
- (c) 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.
- (d) Any exercise by a Receiver of any of the powers given by this clause 18 may be on behalf of the Borrower, the directors of the Borrower (in the case of the power contained in clause 18.16 (*Make calls on Borrower members*)) or itself.

18.2 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.

18.3 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.

18.4 Employ personnel and advisers

- (a) 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.
- (b) A Receiver may discharge any such person or any such person appointed by the Borrower.

18.5 Make and revoke VAT options to tax

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

18.6 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 Agent may prescribe or agree with it.

18.7 Possession

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

18.8 Manage or reconstruct the Borrower'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 Borrower.

18.9 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.

18.10 Sever fixtures and fittings

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

18.11 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.

18.12 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.

18.13 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 Borrower or relating in any way to any Secured Asset.

18.14 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.

18.15 Improve the Equipment

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

18.16 Make calls on Borrower members

A Receiver may make calls conditionally or unconditionally on the members of the Borrower 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 Borrower on its directors in respect of calls authorised to be made by them.

18.17 Insure

A Receiver may, if it thinks fit, but without prejudice to any indemnity in the Facility Agreement, 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 Borrower under this deed.

18.18 Subsidiaries

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

18.19 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 Agent consents, terms under which that security ranks in priority to this deed).

18.20 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 Borrower, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

18.21 Delegation

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

18.22 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.

18.23 Incidental powers

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

- (a) may consider desirable or necessary for realising any of the Secured Assets;
- (b) 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
- (c) lawfully may or can do as agent for the Borrower.

19. Delegation

19.1 Delegation

The Security Agent 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 23.1 (*Appointment of attorneys*)).

19.2 Terms

The Security Agent and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

19.3 Liability

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

20. Application of proceeds

20.1 Order of application of proceeds

All monies received or recovered by the Security Agent, 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 (but without prejudice to any Secured Party's right to recover any shortfall from the Borrower):

- (a) in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Security Agent (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;
- (b) in or towards payment of the Secured Liabilities in any order and manner that the Security Agent determines; and
- (c) in payment of the surplus (if any) to the Borrower or other person entitled to it.

20.2 Appropriation

No Secured Party 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.

20.3 Suspense account

All monies received by a Secured Party 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):

- (a) may, at the discretion of that Secured Party, be credited to a suspense account;
- (b) shall bear interest, if any, at the rate agreed in writing between that Secured Party and the Borrower; and
- (c) may be held in that account for so long as that Secured Party thinks fit.

21. Costs and indemnity

The Borrower shall comply with clause 15 (*Costs and expenses*) of the Facility Agreement.

22. Further assurance

The Borrower shall promptly, at its own expense, take whatever action the Security Agent or any Receiver may reasonably require for:

- (a) creating, perfecting or protecting the security created or intended to be created by this deed;
- (b) facilitating the realisation of any Secured Asset; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Security Agent or any Receiver in respect of any Secured Asset,

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 (whether to the Security Agent or to its nominee) and the giving of any notice, order or direction and the making of any filing or registration which, in any such case, the Security Agent may consider necessary or desirable.

23. Power of attorney

23.1 Appointment of attorneys

By way of security, the Borrower irrevocably appoints the Security Agent, every Receiver and every Delegate separately to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

- (a) the Borrower is required to execute and do under this deed but has failed to do; or
- (b) in circumstances where an Event of Default is continuing only, 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 Agent, any Receiver or any Delegate.

23.2 Ratification of acts of attorneys

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause **23.1** (*Appointment of attorneys*).

24. Release

Subject to clause **25.3** (*Discharge conditional*), at the end of the Security Period, the Security Agent shall, at the request and cost of the Borrower, take whatever action is necessary to:

- (a) release the Secured Assets from the security constituted by this deed; and
- (b) reassign the Secured Assets to the Borrower.

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 Secured Parties may hold for any of the Secured Liabilities at any time. No prior security held by a Secured Party over the whole or any part of the Secured Assets shall merge in the security created by this deed.

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 Agent discharges this deed in writing.

25.3 Discharge conditional

Any release, discharge or settlement between the Borrower and a Secured Party shall be conditional on no payment or security received in respect of the Secured Liabilities being avoided, reduced, set aside or ordered to be refunded under any law relating to insolvency, bankruptcy, winding-up, administration, receivership or for any other reason. Despite any such release, discharge or settlement:

- (a) the Security Agent 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 Agent deems necessary to provide any Secured Party with security against any such avoidance, reduction or order for refund; and
- (b) the Security Agent may recover the value or amount of such security or payment from the Borrower subsequently as if the release, discharge or settlement had not occurred.

25.4 Certificates

Any certification or determination by the Security Agent of any rate or amount under this deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

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. Amendments, waivers and consents

26.1 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).

26.2 Waivers and consents

- (a) 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 subsequent right or remedy. It only applies to the circumstances in relation to which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- (b) A failure by a Finance Party to exercise, or delay by it in exercising any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. 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. No election to affirm this deed by a Finance Party shall be effective unless it is in writing.

26.3 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.

27. Partial invalidity

If, at any time, 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.

28. Third party rights

- (a) Except as expressly provided elsewhere in this deed, a person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed.
- (b) Notwithstanding any term of this deed, the consent of any person who is not a party to this deed is not required to rescind or vary this deed at any time.

29. Acknowledgement of Facility Agreement terms

Each party to this deed notes that the provisions of clause 27 (*Set off*), clause 28 (*Notices*), clause 31 (*Transferability*) and clause 35 (*Jurisdiction*) of the Facility Agreement apply to this deed.

30. 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.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1 SPECIFIC ASSETS**Part 1 - Real Property**

Description	Tenure	Title number
Land on the south side of Upper Sunbury Road, Hampton	Freehold	TGL361053

Part 2 – Intellectual Property**Patents**

Country or territory	Application or publication number	Date of filing or registration	Description

Trademarks

Country or territory	Mark	Application or registration number	Date of filing or registration	Classes	Specification of goods or services

Part 3 – Investments

Company in which shares are held	Number of shares	Type or class of shares	Nominal value

Part 4 – Bank accounts

Account name	Account bank	Sort code	Account number
Metro Bank Commercial Account	Metro Bank	██████	██████████

Part 5 – Insurance Policies

Description	Insurer	Policy number
Property owners insurance policy	PIB Group Limited	32/SP/29167328/07

Part 6 – Assigned Agreements

Description	Date	Parties

Part 7 – Charged Agreements

Description	Date	Parties
Option Agreement	5 March 2012	(1) Thames Water Utilities Limited and (2) the Borrower

SCHEDULE 2 NOTICE AND ACKNOWLEDGEMENT - RELEVANT AGREEMENT

Part 1 Form of notice

[NAME OF COUNTERPARTY]

[DATE]

Dear [NAME OF COUNTERPARTY],

Debenture dated [DATE] between [BORROWER] (Borrower) and [SECURITY AGENT] as security agent for the Secured Parties as referred to in the Debenture (Security Agent) (Debenture)

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

This letter constitutes notice to you that under the Debenture we have [charged by way of first fixed charge to the Security Agent OR assigned to the Security Agent, absolutely, subject to a proviso for reassignment] to the Security Agent [all our rights in respect of] OR [the benefit of] the [Contract OR Lease].

We confirm that:

- we will remain liable under the [Contract OR Lease] to perform all the obligations assumed by us under the [Contract OR Lease]; and
- neither the Security Agent nor any receiver or delegate appointed by it will at any time be under any obligation or liability to you under or in respect of the [Contract OR Lease].

We irrevocably instruct and authorise you to:

- comply with the terms of any written instructions received by you from the Security Agent relating to the [Contract OR Lease], without notice or reference to, or further authority from, us and without enquiring as to the justification or the validity of those instructions;
- following the Security Agent's notification to you that the Debenture has become enforceable in accordance with its terms, pay, or release, all monies to which we are entitled under the [Contract OR Lease] to the Security Agent, or to such persons as it may direct;
- disclose information in relation to the [Contract OR Lease] to the Security Agent on request by Security Agent; and
- send copies of all notices and other information given or received under the [Contract OR Lease] to the Security Agent.

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

Subject to the above, you may continue to deal with us in relation to the [Contract OR Lease] until you receive written notice to the contrary from the Security Agent. Thereafter, we will cease to have any right to deal with you in relation to the [Contract OR Lease] and you must deal only with the Security Agent.

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

Please confirm that:

- you agree to the terms of this notice, and to act in accordance with its provisions;
- you have not, as at the date of the acknowledgement, received notice that the Borrower has charged or assigned its rights under the [Contract **OR** Lease] to a third party, or created any other interest (whether by way of security or otherwise) in the [Contract **OR** Lease] in favour of a third party; and
- you will not amend or waive any provision of or terminate the [Contract **OR** Lease] without the prior written consent of the Security Agent,

by sending the attached acknowledgement to the Security Agent at [ADDRESS], 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,

.....

[NAME OF BORROWER]

Part 2 Form of acknowledgement

[NAME AND ADDRESS OF SECURITY AGENT]

[DATE]

Dear [NAME OF SECURITY AGENT],

Debenture dated [DATE] between [BORROWER] (Borrower) and [SECURITY AGENT] (Security Agent) (Debenture)

We confirm receipt from the Borrower of a notice (**Notice**) dated [DATE] of [first fixed charge in favour of the Security Agent **OR** an assignment to the Security Agent, subject to a proviso for reassignment] of all the Borrower's rights under [DESCRIBE RELEVANT AGREEMENT] ([**Contract OR Lease**]).

We confirm that we:

- accept the confirmations and instructions contained in the Notice and agree to comply with the Notice; and
- will give notices and make payments under the [Contract **OR** Lease] as directed in the Notice.

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

[NAME AND ADDRESS OF INSURER]

[DATE]

Dear [NAME OF INSURER],

Debenture dated [DATE] between [BORROWER] and [SECURITY AGENT] as security agent for the Secured Parties as referred to in the Debenture (Security Agent) (Debenture)

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 [charged by way of first fixed charge to the Security Agent **OR** assigned to the Security Agent, absolutely, subject to a proviso for reassignment], all our rights in the Policy, including all claims, the proceeds of all claims and all returns of premium in connection with the Policy.

We confirm that:

- we will remain liable under the Policy to perform all the obligations assumed by us under the Policy; and
- neither the Security Agent nor any receiver or delegate appointed by it will at any time be under any obligation or liability to you under or in respect of the Policy.

We irrevocably instruct and authorise you to:

- comply with the terms of any written instructions received by you from the Security Agent 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;
- pay, or release, all monies to which we are entitled under the Policy (in respect of amounts in excess of £50,000) to the Security Agent, or to such persons as it may direct;
- disclose information in relation to the Policy to the Security Agent on request by Security Agent; and
- send copies of all notices and other information given or received under the Policy to the Security Agent.

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

Subject to the above, you may continue to deal with us in relation to the Policy until you receive written notice to the contrary from the Security Agent. 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 Agent.

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

Please confirm that:

- you agree to the terms of this notice and to act in accordance with its provisions;

- you have not, as at the date of the acknowledgement, received notice that the Borrower has charged or 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; and
- you will not repudiate, rescind or cancel the Policy, treat it as avoided in whole or in part nor treat it as expired due to non-payment of premium without giving at least 30 days' prior written notice to the Security Agent,

by sending the attached acknowledgement to the Security Agent at [ADDRESS], 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,

.....

[NAME OF BORROWER]

Part 2 Form of acknowledgement

[NAME AND ADDRESS OF SECURITY AGENT]

[DATE]

Dear [NAME OF SECURITY AGENT],

Debenture dated [DATE] between [BORROWER] (Borrower) and [SECURITY AGENT] (Security Agent) (Debenture)

We confirm receipt from the Borrower of a notice (**Notice**) dated [DATE] of [a first fixed charge in favour of the Security Agent **OR** an assignment to the Security Agent, subject to a proviso for reassignment] of all the Borrower's rights in [DESCRIBE INSURANCE POLICY AND ITS NUMBER] (**Policy**), including all claims, the proceeds of all claims and all returns of premiums in connection with the Policy.

We confirm that we:

- accept the confirmations and instructions contained in the Notice and agree to comply with the Notice; and
- will give notices and make payments under the Policy as directed in the Notice.

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,

.....

[NAME OF INSURER]

SCHEDULE 4 NOTICE AND ACKNOWLEDGEMENT - BANK ACCOUNT**Part 1 Form of notice**

[NAME AND ADDRESS OF BANK, FINANCIAL INSTITUTION OR OTHER PERSON]

[DATE]

Dear [NAME OF ADDRESSEE],

Debenture dated [DATE] between [BORROWER] and [SECURITY AGENT] as security agent for the Secured Parties as referred to in the Debenture (Security Agent) (Debenture)

This letter constitutes notice to you that under the Debenture we have charged, by way of first fixed charge, in favour of the Security Agent all monies from time to time standing to the credit of the account(s) held with you as detailed below (the **Accounts**), together with all other rights and benefits accruing to or arising in connection with the Accounts (including, but not limited to, entitlements to interest).

We irrevocably instruct and authorise you to:

- disclose to the Security Agent any information relating to the Accounts requested from you by the Security Agent;
- comply with the terms of any written notice or instructions relating to the Accounts received by you from the Security Agent; and
- pay or release all or any part of the monies standing to the credit of the Accounts in accordance with the instructions in this notice.

Blocked account(s)

We are not permitted to withdraw any amount from the below account(s) without the prior written consent of the Security Agent.

Account name	Sort code	Account number

Unblocked account(s)

We are permitted to withdraw any amount from the below account(s) for any purpose unless and until you receive a notice from the Security Agent to the contrary stating that we are no longer permitted to withdraw any amount from such account(s) without its consent. If and from the date on which you receive any such notice, we will not be permitted to withdraw any amount from such account(s) without the prior written consent of the Security Agent.

Account name	Sort code	Account number

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 Agent.

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 Agent at [ADDRESS], with a copy to us.

Yours sincerely,

Signed.....

[NAME OF BORROWER]

Part 2 Form of acknowledgement

[NAME AND ADDRESS OF SECURITY AGENT]

[DATE]

Dear [NAME OF SECURITY AGENT],

Debenture dated [DATE] between [BORROWER] (Borrower) and [SECURITY AGENT] (Security Agent) (Debenture)

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

We confirm that:

- the Borrower does not hold any accounts with us other than those identified in the Notice;
- we accept the instructions contained in the Notice and agree to comply with the Notice;
- we will not permit any amount to be withdrawn from those Accounts identified as blocked accounts in the Notice without your prior written consent and will comply with any notice we may receive from you in respect of those Accounts identified as unblocked accounts in the Notice;
- we have not received notice of the interest of any third party in the Accounts; and
- we have neither claimed nor exercised, nor will claim or exercise any security interest, set-off, counter-claim or other right in respect of the Accounts.

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]

Contact name.....

Contact telephone number.....

Contact email address.....

Borrower

**EXECUTED as a DEED by
BLACKBOTTLE LIMITED**
acting by a director in the presence of:



Director

Witness' Signature:



Witness' Name: Patrick Sells

Witness' Address:



I confirm that I was physically present when the above director signed this deed

Security Agent

SIGNED by a director for and on behalf of
COHORT CAPITAL LTD

Director

Borrower

**EXECUTED as a DEED by
BLACKBOTTLE LIMITED**
acting by a director in the presence of:

Director

Witness' Signature:

Witness' Name:

Witness' Address:

I confirm that I was physically present when the above director signed this deed

Security Agent

SIGNED by a director for and on behalf of
COHORT CAPITAL LTD



Director