



Registration of a Charge

Company name: **PULSE CASHFLOW FINANCE LIMITED**

Company number: **07940254**



X688JA97

Received for Electronic Filing: **09/06/2017**

Details of Charge

Date of creation: **31/05/2017**

Charge code: **0794 0254 0005**

Persons entitled: **HWSIL FINANCE CO LIMITED**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **WRIGHT HASSALL LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7940254

Charge code: 0794 0254 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st May 2017 and created by PULSE CASHFLOW FINANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th June 2017 .

Given at Companies House, Cardiff on 12th June 2017

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

31 May

2017

Draft (3): 23.03.17

**PULSE CASHFLOW FINANCE
LIMITED**

and

HWSIL FINANCE CO LIMITED

PCFL DEBENTURE

Wright Hassall LLP
Olympus Avenue
Leamington Spa
Warwickshire
CV34 6BF

Tel: 01926 886688
Fax: 01926 885588
Email: email@wrighthassall.co.uk

CONTENTS

CLAUSE

1.	Definitions and interpretation	1
2.	Covenant to pay	6
3.	Grant of security	6
4.	Liability of PCFL	9
5.	Representations and warranties	9
6.	General covenants	11
7.	The Accounts	15
8.	Property covenants	16
9.	Investments covenants	19
10.	Book Debts covenants	23
11.	Relevant Agreement covenants	23
12.	Intellectual Property covenants	24
13.	Powers of the Security Trustee	24
14.	When security becomes enforceable	26
15.	Enforcement of security	26
16.	Receiver	29
17.	Powers of Receiver	30
18.	Delegation	33
19.	Application of proceeds	34
20.	Further assurance	35
21.	Power of attorney	35
22.	Release	35
23.	Performance, assignment and transfer	36
24.	Set-off	36
25.	Amendments, waivers and consents	37
26.	Severance	37
27.	Counterparts	37
28.	Third party rights	38
29.	Further provisions	38
30.	Notices	39
31.	Governing law and jurisdiction	40

SCHEDULE

Schedule 1	Property	42
Part 1	Registered Property	42
Part 2	Unregistered Property	42
Schedule 2	Relevant Agreements	43

Schedule 3	Notice and acknowledgement of Relevant Agreement	44
Part 1	Form of notice	44
Part 2	Form of acknowledgement	46
Schedule 4	Notice and acknowledgement of assignment of Insurance Policy	48
Part 1	Form of notice of assignment	48
Part 2	Form of acknowledgement of assignment	50
Schedule 5	Notice and acknowledgement of charging of the Accounts	52
Part 1	Form of notice to the Main Account Banks	52
Part 2	Form of notice to the Client Account Banks	54
Part 3	Form of notice to the Office Account Bank	56
Part 4	Form of acknowledgement of charge	58

THIS DEED is dated 31 May 2017

PARTIES

- (1) **PULSE CASHFLOW FINANCE LIMITED**, a limited liability company incorporated and registered in England and Wales with company number 07940254 whose registered office is at Level 2, Network House, Basing View, Basingstoke, Hampshire, RG21 4HG (PCFL)
- (2) **HWSIL FINANCE CO LIMITED**, a limited liability company incorporated and registered in England and Wales with company number 10144063 whose registered office is at Mermaid House, 2 Puddle Dock, London, EC4V 3DB in its capacity as security trustee for the Finance Parties (the **Security Trustee**).

BACKGROUND

- (A) The Lender has agreed, pursuant to the Facility Agreement, to provide the Borrowers with a term loan facility on a secured basis.
- (B) PCFL has agreed, pursuant to the Facility Agreement and Cross Corporate Guarantee, to provide credit support to the Security Trustee for the liabilities of each Borrower from time to time outstanding to the Finance Parties.
- (C) Under this deed, PCFL provides security to the Security Trustee for the Borrowers' liabilities under the Finance Documents.

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.

Accounts: shall mean together the Office Account and the Main Account 1 and the Main Account 2 and 'each Account' shall be construed accordingly.

Administrator: an administrator appointed to manage the affairs, business and property of PCFL pursuant to clause 13.7.

Book Debts: all present and future book and other debts, and monetary claims due or owing to PCFL (whether representing debts due to PCFL from inception or debts purchased by PCFL pursuant to its business as a factor, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by PCFL in relation to any of them).

Client Account: each account set up by PCFL from time to time, as referred to in each respective Factoring Agreement as 'Trust Account' (or equivalent under any other name), for each Client to receive the Client Receipts and 'Client Accounts' shall mean all of them.

Charged Account Agreement: the agreement to be entered into on even date between the Borrowers, PFS, the Lender and the Security Trustee whereby the Security Trustee appoints PFS as its agent to operate the Accounts and each Client Account.

Delegate: any person appointed by the Security Trustee or any Receiver pursuant to clause 18 and any person appointed as attorney of the Security Trustee, Receiver or Delegate.

Deposit: all monies from time to time standing to the credit of, as the case may be, the Main Account and/or the Office Account, together with all other rights and benefits accruing to or arising in connection with the Main Account and/or, as applicable, the Office Account (including, but not limited to, entitlements to interest).

Designated Account: any account of PCFL nominated by the Security Trustee in writing as a designated account for the purposes of this deed.

Facility Agreement: the term loan facility agreement dated on or around the date of this deed between the Lender, PIFL, PCFL and PFS for the provision of the term loan facility secured by this deed.

Financial Collateral: shall have 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 effected or maintained by PCFL from time to time in respect of its assets or business (including, without limitation, any contract or policy of insurance relating to credit insurance).

Intellectual Property: PCFL's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights.

Investments: all present and future certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by PCFL, including any:

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

Lender: HWSIL Finance Co Limited acting in its capacity as lender under the Facility Agreement.

LPA 1925: the Law of Property Act 1925.

Main Account 1: the account held with HSBC Bank PLC with sort code 40-01-06 and account number 22627272.

Main Account 2: the account held with HSBC Bank PLC with sort code 40-01-06 and account number 2714868.

Office Account: the account held with HSBC Bank PLC with sort code 40-01-06 and account number 22627280.

Properties: all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by PCFL, or in which PCFL holds an interest and **Property** means any of them.

Receiver: a receiver, receiver and manager or administrative receiver of any or all of the Secured Assets appointed by the Security Trustee under clause 16.

Relevant Agreement: each agreement specified in Schedule 2 together with all other present and future Factoring Agreements..

Secured Assets: all the assets, property and undertaking for the time being 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 monies, obligations and liabilities of PCFL and/or PIFL to any Finance 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 the Finance Documents (including those arising under clause 29.3.2), together with all interest (including default interest) accruing in respect of those monies, obligations or liabilities.

Security Financial Collateral Arrangement: shall have the meaning given to that expression in the Financial Collateral Regulations.

Security Period: the period starting on the date of this deed and ending on the date on which the Security Trustee is satisfied (acting reasonably) 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.

1.2 Interpretation

In this deed:

1.2.1 clause and Schedule headings shall not affect the interpretation of this deed;

1.2.2 a reference to a **person** shall include a reference to 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) and that person's personal representatives, successors, permitted assigns and permitted transferees;

1.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;

- 1.2.4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.5 a reference to the Security Trustee or any other Finance Party shall include the Security Trustee's or that Finance Party's successors, permitted assigns and permitted transferees;
- 1.2.6 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.7 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.8 a reference to **writing** or **written** includes email but not fax;
- 1.2.9 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.10 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;
- 1.2.11 unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or a Schedule to, this deed;
- 1.2.12 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;
- 1.2.13 a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and amend and amended shall be construed accordingly);
- 1.2.14 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.15 a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.16 a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been waived or remedied in accordance with the terms of the Facility Agreement;
- 1.2.17 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

- 1.2.18 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 Trustee considers that an amount paid by PCFL and/or PIFL in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of PCFL and/or PIFL 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 Property includes:

- 1.4.1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) that are situated on or form part of that Property at any time;
- 1.4.2 the proceeds of the sale of any part of that Property and any other monies paid or payable in respect of or in connection with that Property;
- 1.4.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of PCFL in respect of that Property, and any monies paid or payable in respect of those covenants; and
- 1.4.4 all rights under any licence, agreement for sale or agreement for lease in respect of that 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 Perpetuity period

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.7 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.

1.8 Conflict with Facility Agreement

- 1.8.1 To the extent that there is any conflict between the terms of this deed and the terms of the Facility Agreement (in particular clauses [13.4] (*Change of business and other business*) and [13.15] (*Borrowings*)), the terms of the Facility Agreement shall prevail.
- 1.8.2 Without prejudice to the generality of the foregoing, PCFL acknowledges that the Facility Agreement (in particular clauses [13.4] and [13.15] thereof) prohibits it from undertaking activities other than those that are contemplated and expressly permitted by the Transaction Documents and funded by the Facility and, as such, from jeopardising its status as a special purpose vehicle dedicated to the Facility and the related matters set out in the Transaction Documents. PCFL further acknowledges that, to the extent that this deed contains provisions that may relate to broader activities than those expressly permitted in the Transaction Documents (including provisions relating to the grant of security over certain assets and the giving of undertakings in relation to certain assets and activities), such provisions are strictly without prejudice to, and subject to, the aforementioned prohibition of the Facility Agreement.

2. COVENANT TO PAY

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

3. GRANT OF SECURITY

3.1 Fixed charges

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

- 3.1.1 all Properties acquired by PCFL in the future;
- 3.1.2 all present and future interests of PCFL not effectively mortgaged or charged under the preceding provisions of this clause 3 in, or over, freehold or leasehold property;
- 3.1.3 all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;
- 3.1.4 all licences, consents and authorisations (statutory or otherwise) held or required in connection with PCFL's business or the use of any Secured Asset, and all rights in connection with them;
- 3.1.5 all its present and future goodwill;
- 3.1.6 all its uncalled capital;
- 3.1.7 all the Intellectual Property;

- 3.1.8 all the Book Debts;
- 3.1.9 all the Investments;
- 3.1.10 the Accounts and all monies standing to the credit of them;
- 3.1.11 all the Client Receipts;
- 3.1.12 each Client Account;
- 3.1.13 all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account), together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest);
- 3.1.14 all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy, to the extent not effectively assigned under clause 3.2; and
- 3.1.15 all its rights in respect of each Relevant Agreement and all other agreements, instruments and rights relating to the Secured Assets, to the extent not effectively assigned under clause 3.2.

3.2 Assignment

As a continuing security for the payment and discharge of the Secured Liabilities, PCFL 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:

- 3.2.1 all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy; and
- 3.2.2 the benefit of each Relevant Agreement and of all other agreements, instruments and rights relating to the Secured Assets together with such rights, title and interest in the Client Receipts and other rights acquired by PCFL under such Relevant Agreements;
- 3.2.3 all Book Debts purchased under any present and future Relevant Agreements.

3.3 Floating charge

As a continuing security for the payment and discharge of the Secured Liabilities, PCFL with full title guarantee charges to the Security Trustee, by way of first floating charge, all the undertaking, property, assets and rights of PCFL at any time not effectively mortgaged, charged or assigned pursuant to clause 3.2 inclusive.

3.4 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.3.

3.5 Automatic crystallisation of floating charge

The floating charge created by clause 3.3 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:

3.5.1 PCFL:

- (a) creates, or attempts to create, without the prior written consent of the Security Trustee, 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
- (b) 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);

3.5.2 any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets; or

3.5.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of PCFL.

3.6 Crystallisation of floating charge by notice

The Security Trustee may, in its sole discretion, at any time and by written notice to PCFL, 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:

3.6.1 an Event of Default occurs and is continuing; or

3.6.2 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.

3.7 Assets acquired after any floating charge has crystallised

Any asset acquired by PCFL 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 PCFL in writing) be charged to the Security Trustee by way of first fixed charge.

3.8 Trust

All realisations from factored book debts held by, or for, a Client arising out of a Relevant Agreement shall be held upon trust for the Security Trustee until applied in accordance with the terms of the Charged Account Agreement.

4. LIABILITY OF PCFL

4.1 Liability not discharged

PCFL'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, guarantee, indemnity, remedy or other right held by, or available to, the Security Trustee that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- 4.1.2 the Security Trustee 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 PCFL.

4.2 Immediate recourse

PCFL 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 PCFL.

5. REPRESENTATIONS AND WARRANTIES

5.1 Representations and warranties

PCFL makes the representations and warranties set out in this clause 5 to the Security Trustee.

5.2 Ownership of Secured Assets

PCFL is the sole legal and beneficial owner of the Secured Assets.

5.3 No Security

The Secured Assets are free from any Security other than Permitted Security.

5.4 No adverse claims

PCFL has not received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.

5.5 No adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Secured Assets.

5.6 No breach of laws

There is no breach of any law or regulation that materially and adversely affects the Secured Assets.

5.7 No interference in enjoyment

No facility necessary for the enjoyment and use of the Secured Assets is subject to terms entitling any person to terminate or curtail its use.

5.8 No overriding interests

Nothing has arisen, has been created or is subsisting, that would be an overriding interest in any Property.

5.9 Avoidance of security

No Security expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of PCFL or otherwise.

5.10 No prohibitions or breaches

There is no prohibition on assignment in any Insurance Policy or Relevant Agreement and the entry into this deed by PCFL does not, and will not, constitute a breach of any Insurance Policy, Relevant Agreement or any other agreement or instrument binding on PCFL or its assets.

5.11 Enforceable security

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

5.12 Investments

5.12.1 The Investments are fully paid and are not subject to any option to purchase or similar rights.

5.12.2 No constitutional document of an issuer of an Investment, nor any other agreement:

(a) restricts or inhibits any transfer of the Investments on creation or enforcement of the security constituted by this deed; or

(b) contains any rights of pre-emption in relation to the Investments.

5.12.3 PCFL has complied with all notices relating to all or any of the Investments received by it pursuant to sections 790D and 790E of the Companies Act 2006.

- 5.12.4 No warning notice has been issued under paragraph 1(2) of Schedule 1B of the Companies Act 2006, and no restrictions notice has been issued under paragraph 1(3) of Schedule 1B of the Companies Act 2006, in respect of all or any of the Investments.

5.13 Times for making representations and warranties

The representations and warranties set out in clause 5.2 to clause 5.12 are made by PCFL on the date of this deed and are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

6. GENERAL COVENANTS

6.1 Negative pledge and disposal restrictions

Save as permitted by the Facility Agreement, PCFL shall not at any time, except with the prior written consent of the Security Trustee:

- 6.1.1 create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Permitted Security;
- 6.1.2 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, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge); or
- 6.1.3 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

PCFL 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 the Security Trustee, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed.

6.3 Compliance with laws and regulations

- 6.3.1 PCFL shall not, without the Security Trustee's prior written consent, use or permit the Secured Assets to be used in any way contrary to law.
- 6.3.2 PCFL shall:
 - (a) comply with the requirements of any law and regulation relating to or affecting the Secured Assets or the use of them, or any part of them;
 - (b) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Secured

Assets or their use or that are necessary to preserve, maintain or renew any Secured Asset; and

- (c) promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Secured Assets.

6.4 Enforcement of rights

PCFL shall use all reasonable endeavors to:

- 6.4.1 procure the prompt observance and performance of the covenants and other obligations imposed on PCFL's counterparties (including each counterparty in respect of a Relevant Agreement and each insurer in respect of an Insurance Policy); and
- 6.4.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets that the Security Trustee may require from time to time.

6.5 Notice of misrepresentations and breaches

PCFL shall, promptly on becoming aware of any of the same, notify the Security Trustee in writing of:

- 6.5.1 any representation or warranty set out in clause 5 which is incorrect or misleading in any material respect when made or deemed to be repeated; and
- 6.5.2 any breach of any covenant set out in this deed.

6.6 Insurance

6.6.1 PCFL (or PFS on PCFL's behalf) shall insure, and keep insured, the Secured Assets against:

- (a) loss or damage by fire or terrorist acts, including any third party liability arising from such acts;
- (b) other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as PCFL; and
- (c) any other risk, perils and contingencies as the Security Trustee may reasonably require,

and shall not amend, waive or release any rights or interests in an Insurance Policy.

6.6.2 Any such insurance must be with a reputable insurance company or underwriters and against such risks to the extent usual for persons carrying on a business such as that carried on by PFS and such other risks as the Security Trustee may from time to time reasonably require from it.

6.6.3 PFS shall produce to the Security Trustee each policy, certificate or cover note relating to any insurance required by clause 6.6.1.

6.6.4 PFS shall procure that the Security Trustee's interest is noted on all its insurance policies, as the Security Trustee may require.

6.7 PFS will hold in trust for the Security Trustee all money received under any insurance of the Charged Assets and at the Security Trustee's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Secured Liabilities.

6.8 Insurance premiums

PCFL shall:

6.8.1 promptly pay all premiums in respect of each Insurance Policy and do all other things necessary to keep that policy in full force and effect; and

6.8.2 (if the Security Trustee so requires) give to the Security Trustee copies of the receipts for all premiums and other payments necessary for effecting and keeping up each Insurance Policy.

6.9 No invalidation of insurance

PCFL shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy.

6.10 Proceeds from Insurance Policies

All monies payable under any Insurance Policy at any time (whether or not the security constituted by this deed has become enforceable) shall:

6.10.1 be paid immediately to the Security Trustee;

6.10.2 if they are not paid directly to the Security Trustee by the insurers, be held, pending such payment, by PCFL as trustee of the same for the benefit of the Security Trustee; and

6.10.3 be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received, or after the security constituted by this deed has become enforceable and if the Security Trustee so directs, in or towards discharge or reduction of the Secured Liabilities.

6.11 Title documents

PCFL shall, on the execution of this deed (or, if later, the date of acquisition of the relevant Secured Asset), if so requested by the Security Trustee deposit with the Security Trustee and the Security Trustee shall, for the duration of this deed be entitled to hold:

- 6.11.1 all deeds and documents of title relating to the Secured Assets that are in the possession or control of PCFL (and if these are not within the possession or control of PCFL, PCFL undertakes to obtain possession of all these deeds and documents of title);
- 6.11.2 all Insurance Policies and any other insurance policies relating to any of the Secured Assets that PCFL is entitled to possess;
- 6.11.3 all deeds and documents of title (if any) relating to the Book Debts as the Security Trustee may specify from time to time; and
- 6.11.4 copies of all the Relevant Agreements, certified to be true copies by either a director of PCFL or by PCFL's solicitors.

6.12 Notices to be given by PCFL

PCFL shall:

- 6.12.1 immediately following the occurrence of an Event of Default and as so requested by the Security Trustee from time to time:
 - (a) give notice to each counterparty to a Relevant Agreement in the form set out in Part 1 of Schedule 3 of the assignment of PCFL's rights and interest in and under that Relevant Agreement; and
 - (b) shall use all reasonable endeavours to procure that each such counterparty provides to the Security Trustee within five Business Days of the notice date an acknowledgement of that notice in the form set out in Part 2 of Schedule 3;
- 6.12.2 immediately on the execution of this deed, immediately on the entry into of any Insurance Policy entered into after the date of this deed and as so requested by the Security Trustee from time to time:
 - (a) give notice to the relevant insurers in the form set out in Part 1 of Schedule 4 of the assignment of PCFL's rights and interest in and under each Insurance Policy (including the proceeds of any claims under that Insurance Policy) under clause 3.2.1; and
 - (b) shall use all reasonable endeavours to procure that the relevant insurer provides to the Security Trustee within five Business Days of the notice date an acknowledgement of that notice in the form set out in Part 2 of Schedule 4.

6.13 Information

PCFL shall:

- 6.13.1 give the Security Trustee such information concerning the location, condition, use and operation of the Secured Assets as the Security Trustee may require;
- 6.13.2 permit any persons designated by the Security Trustee and any Receiver to enter on its premises and inspect and examine any Secured Asset, and the records relating to that Secured Asset, at all reasonable times and on reasonable prior notice; and
- 6.13.3 promptly notify the Security Trustee in writing of any action, claim, notice or demand made by or against it in connection with all or any part of a Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim, notice or demand, together with, in each case, PCFL's proposals for settling, liquidating, compounding or contesting any such action, claim, notice or demand and shall, subject to the Security Trustee's prior approval, implement those proposals at its own expense.

6.14 Payment of outgoings

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

6.15 Appointment of accountants

6.15.1 PCFL shall:

- (a) at its own cost, if at any time so required by the Security Trustee, appoint an accountant or firm of accountants nominated by the Security Trustee to investigate the financial affairs of PCFL and those of its subsidiaries and report to the Security Trustee; and
- (b) co-operate fully with any accountants so appointed and immediately provide those accountants with all information requested.

6.15.2 PCFL authorises the Security Trustee to make an appointment as it shall think fit at any time, without further authority from PCFL. In every case, PCFL shall pay, or reimburse the Security Trustee for, the fees and expenses of those accountants.

6.16 Borrowings

PCFL shall not incur or permit to subsist any obligation for Borrowed Money other than that which constitutes a Permitted Borrowing.

7. THE ACCOUNTS AND CLIENT ACCOUNT

7.1 Restrictions on repayment and withdrawals

Other than in accordance with the Facility Agreement and/or the Charged Account Agreement, until after the Security Period has expired the Borrower shall not deal with, or be a mandated signatory to any Account or Client Account save that it may close any Client Account upon the ending of the Factoring Agreement of the relevant Client.

7.2 Notice of charge

PCFL shall on the execution of this Deed:

- 7.2.1 give notice to the applicable Bank for each of the Accounts in the form, as applicable, set out in Part 1, Part 2 and Part 3 of Schedule 5; and
- 7.2.2 use reasonable endeavours to procure that the applicable Bank provides to the Security Trustee an acknowledgement in respect of each notice served pursuant to clause 7.2.1 in the form of Part 4 of Schedule 5.

7.3 Payment of account charges

PCFL shall promptly pay all charges and other outgoings in respect of the Secured Assets and, on reasonable notice, produce evidence of payment to the Security Trustee.

7.4 Client Account

- 7.4.1 If so requested by the Security Trustee following the occurrence of an Event of Default, PCFL shall, in respect of each Client Account give notice to the applicable Bank for in the form set out in Part 2 of Schedule 5 and use reasonable endeavours to procure that the applicable Bank provides to the Security Trustee an acknowledgement of the notice in the form of Part 4 of Schedule 5 in respect of such notice
- 7.4.2 If so requested by the Security Trustee, from time to time PCFL will provide the Security Trustee with the following information and documents:
 - (a) the name of each Client;
 - (b) the account number and sort code of each Client Account; and
 - (c) a copy of each Factoring Agreement;

8. PROPERTY COVENANTS

8.1 Maintenance

PCFL shall keep all premises and fixtures and fittings on each Property in good and substantial repair and condition.

8.2 Preservation of Property and fixtures

PCFL shall not, without the prior written consent of the Security Trustee:

- 8.2.1 pull down or remove the whole, or any part of, any building forming part of any Property or permit the same to occur;
- 8.2.2 make or permit any material alterations to any Property, or sever or remove, or permit to be severed or removed, any of its fixtures; or
- 8.2.3 remove or make any material alterations to any Property (except to effect necessary repairs or replace them with new or improved models or substitutes).

8.3 Conduct of business on Properties

PCFL shall carry on its trade and business on those parts (if any) of the Properties as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in that trade or business.

8.4 Planning information

PCFL shall:

- 8.4.1 give full particulars to the Security Trustee of any notice, order, direction, designation, resolution or proposal given or made by any planning authority or other public body or authority (**Planning Notice**) that specifically applies to any Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Planning Notice; and
- 8.4.2 at its own expense, immediately on request by the Security Trustee, and at the cost of PCFL, take all reasonable and necessary steps to comply with any Planning Notice, and make, or join with the Security Trustee in making, any objections or representations in respect of that Planning Notice that the Security Trustee (acting reasonably) may desire.

8.5 Compliance with covenants and payment of rent

PCFL shall:

- 8.5.1 observe and perform all covenants, stipulations and conditions to which each Property, or the use of it, is or may be subjected, and (if the Security Trustee so requires) produce evidence sufficient to satisfy the Security Trustee that those covenants, stipulations and conditions have been observed and performed;
- 8.5.2 diligently enforce all covenants, stipulations and conditions benefiting each Property and shall not (and shall not agree to) waive, release or vary any of the same; and
- 8.5.3 (without prejudice to the generality of the foregoing) where a Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time, and perform and observe all the tenant's covenants and conditions.

8.6 Payment of rent and outgoings

PCFL shall:

- 8.6.1 where a Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time; and
- 8.6.2 pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on each Property or on its occupier.

8.7 Maintenance of interests in Properties

PCFL shall not, without the prior written consent of the Security Trustee:

- 8.7.1 grant, or agree to grant, any licence or tenancy affecting the whole or any part of any Property, or exercise, or agree to exercise, the statutory powers of leasing or of accepting surrenders under sections 99 or 100 of the Law of Property Act 1925; or
- 8.7.2 in any other way dispose of, surrender or create, or agree to dispose of surrender or create, any legal or equitable estate or interest in the whole or any part of any Property.

8.8 Registration restrictions

If the title to any Property is not registered at the Land Registry, PCFL shall procure that no person (other than itself) shall be registered under the Land Registration Acts 1925 to 2002 as proprietor of all or any part of any Property without the prior written consent of the Security Trustee. PCFL shall be liable for the costs and expenses of the Security Trustee in lodging cautions against the registration of the title to the whole or any part of any Property from time to time.

8.9 Development restrictions

PCFL shall not, without the prior written consent of the Security Trustee:

- 8.9.1 make or, insofar as it is able, permit others to make any application for planning permission or development consent in respect of any Property; or
- 8.9.2 carry out, or permit, or suffer to be carried out on any Property any development as defined in the Town and Country Planning Act 1990 and the Planning Act 2008, or change or permit or suffer to be changed the use of any Property.

8.10 No restrictive obligations

PCFL shall not, without the prior written consent of the Security Trustee, enter into any onerous or restrictive obligations affecting the whole or any part of any Property, or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of any Property.

8.11 Proprietary rights

PCFL shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of any Property without the prior written consent of the Security Trustee.

8.12 Inspection

PCFL shall permit the Security Trustee, any Receiver and any person appointed by either of them to enter on and inspect any Property on reasonable prior notice.

8.13 Property information

PCFL shall inform the Security Trustee promptly of any acquisition by PCFL of, or contract made by PCFL to acquire, any freehold, leasehold or other interest in any property.

8.14 VAT option to tax

PCFL shall not, without the prior written consent of the Security Trustee:

8.14.1 exercise any VAT option to tax in relation to any Property; or

8.14.2 revoke any VAT option to tax exercised, and disclosed to the Security Trustee, before the date of this deed.

8.15 Registration at the Land Registry

PCFL 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 Property:

"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 HWSIL Finance Co Limited referred to in the charges register or its conveyancer".

9. INVESTMENTS COVENANTS

9.1 Deposit of title documents

9.1.1 PCFL shall:

- (a) on the execution of this deed, deliver to the Security Trustee, or as the Security Trustee may direct, all stock or share certificates and other documents of title or evidence of ownership relating to any Investments owned by PCFL at that time; and
- (b) on the purchase or acquisition by it of Investments after the date of this deed, deposit with the Security Trustee, 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.

9.1.2 At the same time as depositing documents with the Security Trustee, or as the Security Trustee may direct, in accordance with clause 9.1.1, PCFL shall also deposit with the Security Trustee, or as the Security Trustee may direct:

- (a) all stock transfer forms relating to the relevant Investments duly completed and executed by or on behalf of PCFL, but with the name of the transferee, the consideration and the date left blank; and
- (b) any other documents (in each case duly completed and executed by or on behalf of PCFL) 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 PCFL, complete and present those stock transfer forms and other documents to the issuer of the Investments for registration.

9.2 Nominations

9.2.1 PCFL shall terminate with immediate effect all nominations it may have made (including 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:

- (a) does not exercise any rights in respect of any Investments without the prior written approval of the Security Trustee; and
- (b) 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.

9.2.2 PCFL shall not, during the Security Period, exercise any rights (including any rights under sections 145 and 146 of the Companies Act 2006) to nominate any person in respect of any of the Investments.

9.3 Pre-emption rights and restrictions on transfer

PCFL shall:

9.3.1 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

- 9.3.2 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 Trustee 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.

9.4 Dividends and voting rights before enforcement

- 9.4.1 Before the security constituted by this deed becomes enforceable, PCFL 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 Security Trustee or any of its nominees, the Security Trustee will hold all those dividends, interest and other monies received by it for PCFL and will pay them to PCFL promptly on request.

- 9.4.2 Before the security constituted by this deed becomes enforceable, PCFL may exercise all voting and other rights and powers in respect of the Investments or, if any of the same are exercisable by the Security Trustee or any of its nominees, to direct in writing the exercise of those voting and other rights and powers provided that:

- (a) 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
- (b) the exercise of, or the failure to exercise, those voting rights or other rights and powers would not, in the Security Trustee's opinion, have an adverse effect on the value of the Investments or otherwise prejudice the Security Trustee's security under this deed.

- 9.4.3 PCFL shall indemnify the Security Trustee against any loss or liability incurred by the Security Trustee (or its nominee) as a consequence of the Security Trustee (or its nominee) acting in respect of the Investments at the direction of PCFL.

- 9.4.4 The Security Trustee 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 Security Trustee considers prejudicial to, or impairing the value of, the security created by this deed.

9.5 Dividends and voting rights after enforcement

After the security constituted by this deed has become enforceable:

- 9.5.1 all dividends and other distributions paid in respect of the Investments and received by PCFL shall be held by PCFL on trust for the Security Trustee and

immediately paid into a Designated Account or, if received by the Security Trustee, shall be retained by the Security Trustee; and

9.5.2 all voting and other rights and powers attaching to the Investments shall be exercised by, or at the direction of, the Security Trustee and PCFL 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.

9.6 Calls on Investments

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

9.7 No alteration of constitutional documents or rights attaching to Investments

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

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

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

9.8 Preservation of Investments

PCFL 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 the Investments that is not a public company shall not:

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

9.8.2 issue any new shares or stock; or

9.8.3 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 PCFL in accordance with this deed.

9.9 Investments information

PCFL 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.

9.10 Compliance with requests for information

PCFL shall promptly copy to the Lender and comply with all requests for information which are made under the Companies Act 2006 (including under sections 790D, 790E and 793 of the Companies Act 2006) relating to all or any part of the Secured Assets. If it fails to do so, the Lender may elect to provide such information as it may have on behalf of PCFL.

10. BOOK DEBTS COVENANTS

10.1 Realising Book Debts

10.1.1 PCFL shall as an agent for the Security Trustee, collect in and realise all Book Debts, pay the proceeds into the relevant Client Account immediately on receipt and, pending that payment, hold those proceeds in trust for the Security Trustee.

10.1.2 PCFL shall not, without the prior written consent of the Security Trustee, withdraw any amounts standing to the credit of any Client Account other than all such amounts being transferred into the Main Account and/or Office Account as appropriate.

10.1.3 PCFL shall, if called on to do so by the Security Trustee, execute a legal assignment of the Book Debts to the Security Trustee on such terms as the Security Trustee may require and give notice of that assignment to the debtors from whom the Book Debts are due, owing or incurred.

10.2 Preservation of Book Debts

Save for Book Debts factored under Factoring Agreements, PCFL shall not (except as provided by clause 10.1 or with the prior written consent of the Security Trustee) 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.

11. RELEVANT AGREEMENT COVENANTS

11.1 Relevant Agreements

11.1.1 PCFL shall, unless the Security Trustee agrees otherwise in writing, comply with the terms of any Relevant Agreement and any other document, agreement or arrangement comprising the Secured Assets.

11.1.2 PCFL shall not, unless the Security Trustee agrees otherwise in writing:

- (a) amend or vary or agree to any change in, or waive any requirement of;
- (b) settle, compromise, terminate, rescind or discharge (except by performance); or
- (c) 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.

11.2 Proceeds from Relevant Agreements

All monies payable to PCFL under any Relevant Agreement at any time shall be dealt with in accordance with the Charged Account Agreement provided that after the security constituted by this deed has become enforceable and if the Security Trustee so directs, be paid immediately to the Security Trustee to be applied in or towards discharge or reduction of the Secured Liabilities.

12. INTELLECTUAL PROPERTY COVENANTS

12.1 Preservation of rights

PCFL shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including 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

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

12.3 Maintenance of Intellectual Property

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

13. POWERS OF THE SECURITY TRUSTEE

13.1 Power to remedy

13.1.1 The Security Trustee shall be entitled (but shall not be obliged) to remedy, at any time, a breach by PCFL of any of its obligations contained in this deed.

13.1.2 PCFL irrevocably authorises the Security Trustee and its agents to do all things that are necessary or desirable for that purpose.

13.1.3 Any monies expended by the Security Trustee in remedying a breach by PCFL of its obligations contained in this deed shall be reimbursed by PCFL to the Security Trustee on a full indemnity basis and shall carry interest at the default rate of interest specified in the Facility Agreement.

13.2 Exercise of rights

13.2.1 The rights of the Security Trustee under clause 13.1 are without prejudice to any other rights of the Security Trustee under this deed.

- 13.2.2 The exercise of any rights of the Security Trustee under this deed shall not make the Security Trustee liable to account as a mortgagee in possession.

13.3 Power to dispose of chattels

- 13.3.1 At any time after the security constituted by this deed has become enforceable, the Security Trustee or any Receiver may, as agent for PCFL, dispose of any chattels or produce found on any Property.
- 13.3.2 Without prejudice to any obligation to account for the proceeds of any disposal made under clause 13.3.1, PCFL shall indemnify the Security Trustee and any Receiver against any liability arising from any disposal made under clause 13.3.1.

13.4 Security Trustee has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this deed 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.

13.5 Conversion of currency

- 13.5.1 For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Security Trustee 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 Trustee may think fit.
- 13.5.2 Any such conversion shall be effected at the then prevailing spot selling rate of exchange of Barclays Bank plc for such other currency against the existing currency.
- 13.5.3 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 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 PCFL) 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 PCFL for the Secured Liabilities.

13.7 Appointment of an Administrator

13.7.1 The Security Trustee may, without notice to PCFL, appoint any one or more persons to be an Administrator of PCFL pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this deed becomes enforceable.

13.7.2 Any appointment under this clause 13.7 shall:

- (a) be in writing signed by a duly authorised signatory of the Security Trustee; and
- (b) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.

13.7.3 The Security Trustee may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 13.7 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

13.8 Further advances

The Security Trustee covenants with PCFL 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

14.1 Security becomes enforceable on Event of Default

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

14.2 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.

15. ENFORCEMENT OF SECURITY

15.1 Enforcement powers

15.1.1 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.

15.1.2 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause 14.1.

- 15.1.3 Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

15.2 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 PCFL, to:

- 15.2.1 grant a lease or agreement to lease;
- 15.2.2 accept surrenders of leases; or
- 15.2.3 grant any option 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 PCFL, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Security Trustee or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

15.3 Access on enforcement

- 15.3.1 At any time after the Security Trustee has demanded payment of the Secured Liabilities or if PCFL defaults in the performance of its obligations under this deed or the Facility Agreement, PCFL will allow the Security Trustee 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 Trustee or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to PCFL for, or by any reason of, that entry.
- 15.3.2 At all times, PCFL must use its best endeavours to allow the Security Trustee or its Receiver access to any premises for the purpose of clause 15.3.1 (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

15.4 Application of the Deposit

After the security constituted by this Deed has become enforceable, the Security Trustee shall be entitled to apply, transfer or set off all or any part of the Deposit to discharge in whole or in part, the Secured Liabilities in accordance with the provisions of this Deed.

15.5 Prior Security

15.5.1 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 Trustee may:

- (a) redeem that or any other prior Security;
- (b) procure the transfer of that Security to it; and
- (c) settle and pass any account of the holder of any prior Security.

15.5.2 The settlement and passing of any such account passed shall, in the absence of any manifest error, be conclusive and binding on PCFL. All monies paid by the Security Trustee to an encumbrancer in settlement of any of those accounts shall, as from its payment by the Security Trustee, be due from PCFL to the Security Trustee on current account and shall bear interest at the default rate of interest specified in the Facility Agreement and be secured as part of the Secured Liabilities.

15.6 Protection of third parties

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

- 15.6.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- 15.6.2 whether any power the Security Trustee, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- 15.6.3 how any money paid to the Security Trustee, any Receiver or any Delegate is to be applied.

15.7 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.

15.8 No liability as mortgagee in possession

Neither the Security Trustee, any Receiver, any Delegate nor any Administrator shall be liable, by reason of entering into possession of a Security Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Secured Assets for which a mortgagee in possession might be liable as such.

15.9 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 or he thinks fit.

15.10 Right of appropriation

15.10.1 To the extent that:

- (a) the Secured Assets constitute Financial Collateral; and
- (b) this deed and the obligations of PCFL 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.

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

- (a) in the case of cash, the amount standing to the credit of each of PCFL's accounts with any bank, financial institution or other person, together with all interest accrued but unposted, at the time the right of appropriation is exercised; and
- (b) in the case of Investments, the price of those Investments at the time the right of appropriation is exercised as listed on any recognised market index or determined by any other method that the Security Trustee may select (including independent valuation).

15.10.3 PCFL agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

16. RECEIVER

16.1 Appointment

At any time after the security constituted by this deed has become enforceable, or at the request of PCFL, 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.

16.2 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.

16.3 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.

16.4 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 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.

16.5 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 Trustee despite any prior appointment in respect of all or any part of the Secured Assets.

16.6 Agent of PCFL

Any Receiver appointed by the Security Trustee under this deed shall be the agent of PCFL and PCFL 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 PCFL goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Security Trustee.

17. POWERS OF RECEIVER

17.1 General

17.1.1 Any Receiver appointed by the Security Trustee under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 17.2 to clause 17.22.

17.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.

17.1.3 Any exercise by a Receiver of any of the powers given by clause 17 may be on behalf of PCFL, the directors of PCFL (in the case of the power contained in clause 17.15) or himself.

17.2 Repair and develop Properties

A Receiver may undertake or complete any works of repair, building or development on the 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.

17.3 Surrender leases

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting any Property and may grant any other interest or right over any Property on any terms, and subject to any conditions, that he thinks fit.

17.4 Employ personnel and advisers

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 he thinks fit. A Receiver may discharge any such person or any such person appointed by PCFL.

17.5 Make VAT elections

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

17.6 Remuneration

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

17.7 Realise Secured Assets

A Receiver may collect and get in the Secured Assets or any part of them in respect of which he is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights.

17.8 Manage or reconstruct PCFL'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 PCFL.

17.9 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 he is appointed in any manner (including by public auction or private sale) and generally on any terms and conditions as he 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.

17.10 Sever fixtures and fittings

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

17.11 Sell Book Debts

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

17.12 Valid receipts

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

17.13 Make settlements

A Receiver may make any arrangement, settlement or compromise between PCFL and any other person that he may think expedient.

17.14 Bring proceedings

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

17.15 Make calls on PCFL members

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

17.16 Insure

A Receiver may, 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 PCFL under this deed.

17.17 Powers under the LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925, and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

17.18 Borrow

A Receiver may, for any of the purposes authorised by this clause 17, raise money by borrowing from the Security Trustee (or from any other person) 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).

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

17.20 Delegation

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

17.21 Absolute beneficial owner

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

17.22 Incidental powers

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

17.22.1 may consider desirable or necessary for realising any of the Secured Assets;

17.22.2 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

17.22.3 lawfully may or can do as agent for PCFL.

18. DELEGATION

18.1 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 21.1).

18.2 Terms

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

18.3 Liability

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

19. APPLICATION OF PROCEEDS

19.1 Order of application of proceeds

All monies received by the Security Trustee, a Receiver or a Delegate pursuant to this deed, after the security constituted by this deed has become enforceable, 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:

19.1.1 in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of any Finance Party (and any Receiver, Delegate, attorney or agent appointed by any Finance Party) under or in connection with this deed, and of all remuneration due to any Receiver under or in connection with this deed;

19.1.2 in or towards payment of or provision for the Secured Liabilities in any order and manner that the Security Trustee determines; and

19.1.3 in payment of the surplus (if any) to PCFL or other person entitled to it.

19.2 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.

19.3 Suspense account

All monies received by the Security Trustee, a Receiver or a Delegate under this deed:

19.3.1 may, at the discretion of the Security Trustee, Receiver or Delegate, be credited to any suspense or securities realised account;

19.3.2 shall bear interest, if any, at the rate agreed in writing between the Security Trustee and PCFL; and

19.3.3 may be held in that account for so long as the Security Trustee, Receiver or Delegate thinks fit.

20. FURTHER ASSURANCE

20.1 Further assurance

PCFL shall, at its own expense, take whatever action the Security Trustee or any Receiver may reasonably require for:

- 20.1.1 creating, perfecting or protecting the security intended to be created by this deed;
- 20.1.2 facilitating the realisation of any Secured Asset; or
- 20.1.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Security Trustee or any Receiver in respect of any Secured Asset,

including, (if the Security Trustee or Receiver thinks it expedient) the execution of any 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 Trustee or to its nominee) and the giving of any notice, order or direction and the making of any registration.

21. POWER OF ATTORNEY

21.1 Appointment of attorneys

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

- 21.1.1 PCFL is required to execute and do under this deed; or
- 21.1.2 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.

21.2 Ratification of acts of attorneys

PCFL 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 21.1.

22. RELEASE

Subject to clause 29.3, on the expiry of the Security Period (but not otherwise), the Security Trustee shall, at the request and cost of PCFL, take whatever action is necessary to:

- 22.1.1 release the Secured Assets from the security constituted by this deed; and

22.1.2 reassign the Secured Assets to PCFL.

23. PERFORMANCE, ASSIGNMENT AND TRANSFER

23.1 Performance by Security Trustee

For such time as HWSIL Finance Co Limited is the Security Trustee, in exercising its rights and discharging its obligations under this deed the Security Trustee acts through Hadrian's Wall Capital Limited (a limited liability company incorporated and registered in England and Wales with company number 07203454 whose registered office is at Quadrant House, 6th Floor, Thomas More Square, London, E1W 1YW) and its employees and agents, in each case acting as agent on behalf of the Security Trustee, and PCFL agrees to deal with any such person for such purposes, and that any exercise by any such person of any right, and any discharge by any such person of any obligation, of the Security Trustee under this deed shall be a valid exercise or discharge (as the case may be).

23.2 Assignment by Security Trustee

23.2.1 At any time, without the consent of PCFL, the Security Trustee may assign or transfer any or all of its rights and obligations under this deed to any person to whom the Lender may assign or transfer its rights and obligations under the Facility Agreement.

23.2.2 The Security Trustee may disclose to any actual or proposed assignee or transferee any information in its possession that relates to PCFL, the Secured Assets and this deed that the Security Trustee considers appropriate.

23.3 Assignment by PCFL

PCFL may not assign any of its rights, or transfer any of its rights or obligations, under this deed.

24. SET-OFF

24.1 Security Trustee's right of set-off

The Security Trustee may at any time set off any liability of PCFL to the Security Trustee against any liability of the Security Trustee to PCFL, 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 24 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

24.2 No obligation to set off

The Security Trustee is not obliged to exercise its rights under clause 24.1. If, however, it does exercise those rights it must promptly notify PCFL of the set-off that has been made.

24.3 Exclusion of PCFL's right of set-off

All payments made by PCFL 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).

25. AMENDMENTS, WAIVERS AND CONSENTS

25.1 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).

25.2 Waivers and consents

25.2.1 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.

25.2.2 A failure to exercise, or a delay 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 the Security Trustee shall be effective unless it is in writing.

25.3 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.

26. SEVERANCE

If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this deed.

27. COUNTERPARTS

27.1.1 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

27.1.2 Transmission of an executed counterpart of this deed (but for the avoidance of doubt not just a signature page) by fax or email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this deed. If this method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

27.1.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

28. THIRD PARTY RIGHTS

28.1.1 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 Contracts (Rights of Third Parties) Act 1999 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.

28.1.2 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.

29. FURTHER PROVISIONS

29.1 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. No prior security held by the Security Trustee over the whole or any part of the Secured Assets shall merge in the security created by this deed.

29.2 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.

29.3 Discharge conditional

Any release, discharge or settlement between PCFL 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 pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

29.3.1 the Security Trustee or its nominee may retain this deed and the security created by or pursuant to 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

- 29.3.2 the Security Trustee may recover the value or amount of such security or payment from PCFL subsequently as if the release, discharge or settlement had not occurred.

29.4 Certificates

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

29.5 Consolidation

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

29.6 Small company moratorium

Notwithstanding anything to the contrary in this deed, neither the obtaining of a moratorium by PCFL under schedule A1 to the Insolvency Act 1986 nor the doing of anything by PCFL with a view to obtaining such a moratorium (including any preliminary decision or investigation) shall be, or be construed as:

- 29.6.1 an event under this deed which causes any floating charge created by this deed to crystallise;
- 29.6.2 an event under this deed which causes any restriction which would not otherwise apply to be imposed on the disposal of any property by PCFL; or
- 29.6.3 a ground under this deed for the appointment of a Receiver.

30. NOTICES

Each notice or other communication required to be given to a party under or in connection with this deed shall be:

- 30.1.1 in writing;
- 30.1.2 delivered by hand by pre-paid first-class post or other next working day delivery service (and, in the case of any such communication also sent by email) or sent solely by email; and
- 30.1.3 sent to:
- (a) the Security Trustee at:

Hadrian's Wall Capital Limited, 48 Gresham Street, London, EC2V 7AY

Email: notices@hadrianswallcapital.com

Attention: Chief Risk Officer

(b) PCFL at:

Level 2, Network House, Basing View, Basingstoke RG21 4AG

Email: Toni@pulsecashflow.com

Attention: Toni Dare

or to any other postal or email address(es) as may be notified in writing by one party to the other from time to time.

30.2 Receipt of Notices

Any notice or other communication between the parties shall be deemed to have been received:

30.2.1 if delivered by hand, at the time it is left at the relevant address (or, if later, the time that a copy of that notice or other communication is sent by email and received in legible form to the email address set out above);

30.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting (if later, the time that a copy of that notice or other communication is sent by email and received in legible form to the email address set out above); and

30.2.3 if sent by email only, when received in legible form at either address set out above.

A notice or other communication given as described in clause 30.2.1 or clause 30.2.3 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.

30.3 Service of proceedings

This clause 30 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.

30.4 No notice by fax

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

31. GOVERNING LAW AND JURISDICTION

31.1 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.

31.2 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 PCFL 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.

31.3 Other service

PCFL irrevocably consents to any process in any legal action or proceedings under clause 31.2 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.

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 PROPERTY

Part 1 Registered Property

None

Part 2 Unregistered Property

None

SCHEDULE 2 RELEVANT AGREEMENTS

All Factoring Agreements entered into by PCFL as factor from time

SCHEDULE 3 NOTICE AND ACKNOWLEDGEMENT OF RELEVANT AGREEMENT

Part 1 Form of notice

[On the letterhead of PCFL]

[Name and address of counterparty]

Dear Sirs,

Debenture dated [date] between Pulse Cashflow Finance Limited and HWSIL Finance Co Limited (the Debenture)

1. We refer to the *[insert details of Relevant Agreement]* dated *[insert date]* (the **Contract**).
2. This letter constitutes notice to you that under the Debenture we have assigned by way of security to HWSIL Finance Co Limited (the **Security Trustee**) all our rights, title, interest and benefit in and to the Contract.
3. We confirm that:
 - (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
 - (b) none of the Security Trustee, any delegate appointed by the Security Trustee or any receiver will at any time be under any obligation or liability to you under or in respect of the Contract.
4. Neither the Debenture nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Contract.
5. 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.
6. 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.
7. The instructions in this notice may only be revoked or amended with the prior written consent of the Security Trustee.
8. 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 Hadrian's Wall Capital Limited, 48 Gresham Street, London, EC2V 7AY marked for the attention of the Chief Risk Officer, with a copy to us.

9. 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 faithfully,

Signed.....
Director on behalf of
Pulse Cashflow Finance Limited

Part 2 Form of acknowledgement

[On the letterhead of the counterparty]

To: HWSIL Finance Co Limited
Hadrian's Wall Capital Limited
48 Gresham Street
London
EC2V 7AY

Attention: Chief Risk Officer

Copy to: Pulse Cashflow Finance Limited
[Level 2
Network House
Basing View
Basingstoke
Hampshire
RG21 4HG]

Attention: []

Dear Sirs,

Debenture dated [date] between Pulse Cashflow Finance Limited and HWSIL Finance Co Limited (the Debenture)

1. We confirm receipt from Pulse Cashflow Finance Limited (PCFL) of a notice (the **Notice**) dated [insert date] of an assignment, by way of security, of all PCFL's rights under [describe Relevant Agreement] (the **Contract**).
2. Terms defined in the Notice shall have the same meaning when used in this acknowledgement.
3. We confirm that:
 - (a) we accept the confirmations and instructions contained in the Notice and agree to comply with the Notice;
 - (b) there has been no amendment, waiver or release of any rights or interests in the Contract since the date of the Contract;
 - (c) 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;

- (d) we have not, as at the date of this acknowledgement, received notice that PCFL 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;
- (e) the Security Trustee will not in any circumstances have any liability in relation to the Contract; and
- (f) the Contract shall not be rendered void, voidable or unenforceable by reason of any non-disclosure by the Security Trustee.

4. 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 faithfully,

.....
[details of counterparty]

**SCHEDULE 4 NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT OF INSURANCE
POLICY**

Part 1 Form of notice of assignment

[On the letterhead of PCFL]

[Name of insurance company]

[Address]

[Date]

Dear Sirs,

Debenture dated [date] between Pulse Cashflow Finance Limited and HWSIL Finance Co Limited (the Debenture)

1. We refer to the *[describe insurance policy and specify its policy number]* (the **Policy**).
2. This letter constitutes notice to you that under the Debenture we have assigned to HWSIL Finance Co Limited (the **Security Trustee**), by way of security, all our rights, title and interest and benefit in and to the Policy.
3. We irrevocably instruct and authorise you to:
 - (a) name the Security Trustee on the Policy as co-insured and as first loss payee;
 - (b) 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;
 - (c) upon receipt of written notice to do so from the Security Trustee:
 - (i) hold all sums from time to time due and payable by you to us under the Policy to the order of the Security Trustee; and
 - (ii) 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; and
 - (d) disclose information in relation to the Policy to the Security Trustee on request by the Security Trustee.
4. Neither the Debenture nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Policy.
5. 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.

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

7. 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 Hadrian's Wall Capital Limited, 48 Gresham Street, London, EC2V 7AY marked for the attention of the Chief Risk Officer, with a copy to us.

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

Yours faithfully,

Signed.....
Director on behalf of
Pulse Cashflow Finance Limited

Part 2 Form of acknowledgement of assignment

[On the letterhead of the insurance company]

To: HWSIL Finance Co Limited
Hadrian's Wall Capital Limited
48 Gresham Street
London
EC2V 7AY

Attention: Chief Risk Officer

Copy to: Pulse Cashflow Finance Limited
[Level 2
Network House
Basing View
Basingstoke
Hampshire
RG21 4HG]

Attention: []

[Date]

Dear Sir,

Debenture dated [date] between Pulse Cashflow Finance Limited and HWSIL Finance Co Limited (the Debenture)

1. We confirm receipt from Pulse Cashflow Finance Limited (PCFL) of a notice (the **Notice**) dated [date] of an assignment, by way of security, of all PCFL's rights under [describe insurance policy and its number] (the **Policy**).
2. We confirm that:
 - (a) we accept the instructions and authorisations contained in the Notice and agree to comply with the Notice;
 - (b) we have noted the Security Trustee's interest on the Policy as co-insured and as first loss payee;
 - (c) there has been no amendment, waiver or release of any rights or interests in the Policy since the date the Policy was issued;
 - (d) we will not cancel, avoid, release or otherwise allow the Policy to lapse without giving the Security Trustee at least 30 days' prior written notice;

- (e) we have not, as at the date of this acknowledgement, received notice that the Guarantor 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;
- (f) the Security Trustee will not in any circumstances be liable for the premiums in relation to the Policy; and
- (g) the Policy shall not be rendered void, voidable or unenforceable by reason of any non-disclosure by the Security Trustee.

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

Yours faithfully,

.....
Authorised signatory on behalf of
[name of insurance company]

SCHEDULE 5 NOTICE AND ACKNOWLEDGEMENT OF CHARGING OF THE ACCOUNTS

Part 1 Form of notice to the Main Account Banks

[On the letterhead of PCFL]

[Bank]

[Address]

[Date]

Dear Sirs,

Debenture dated [date] between Pulse Cashflow Finance Limited and HWSIL Finance Co Limited (the Debenture)

1. This letter constitutes notice to you that, under the Debenture, Pulse Cashflow Finance Limited (**PCFL**) has charged, by way of first fixed charge, in favour of HWSIL Finance Co Limited (the **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]

Sort code: [code]

Account number: [number]

2. Under the Charged Account Agreement dated [date] between PCFL and Pulse Invoice Finance Limited as borrowers, Pulse Factoring Solutions Limited (the **Agent**) and HWSIL Finance Co Limited as lender (the **Lender**), the Security Trustee as security trustee (the **Charged Account Agreement**), the parties to that agreement have agreed that, prior to the occurrence of an event of default under, and for the purposes of, the Debenture which is continuing and/or the Lender exercising its right under the Charged Account Agreement to replace the Agent as the Account Operator with another operator of its choosing (an **Alternate Account Operator**), the Agent may have access to the Account in order to monitor the Account, effect certain payments that are required as part of PCFL's trade and in relation to an ongoing facility advanced by the Lender to PCFL.

3. PCFL irrevocably instructs and authorises you:

- (a) prior to receipt by you of written notice from the Security Trustee that an event of default has occurred under, and for the purposes of, the Debenture which is continuing and/or the Lender has exercised or is exercising its right under the Charged Account Agreement to replace the Agent as Account Operator with an Alternate Account Operator (an **Enforcement Notice**) to:

- disclose to the Agent, the Lender and the Security Trustee any information relating to the Account requested from you by any such party;
- comply with the terms of any written notice or instructions relating to the Account received by you from the Agent, the Lender or the Security Trustee;
- hold all sums from time to time standing to the credit of the Account to the order of the Agent, the Lender and the Security Trustee; and
- 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 Agent, the Lender or the Security Trustee; and

(b) following receipt by you of an Enforcement Notice to:

- disclose to the Alternate Servicer, the Lender and the Security Trustee any information relating to the Account requested from you by any such party;
- comply with the terms of any written notice or instructions relating to the Account received by you from the Alternate Account Operator, the Lender or the Security Trustee;
- hold all sums from time to time standing to the credit of the Account to the order of the Alternate Account Operator, the Lender and the Security Trustee; and
- 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 Alternate Servicer, the Lender or the Security Trustee.

4. PCFL acknowledges that you may comply with the instructions in this notice without any further permission from it.

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

6. 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.

7. 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 Hadrian's Wall Capital Limited, 48 Gresham Street, London, EC2V 7AY marked for the attention of Chief Risk Officer, with a copy to us.

Yours faithfully,

Signed.....
Director on behalf of
Pulse Cashflow Finance Limited

Part 2 Form of notice to the Client Account Banks

[On the letterhead of PCFL]

[Bank]
[Address]

[Date]

Dear Sirs,

Debenture dated [date] between Pulse Cashflow Finance Limited and HWSIL Finance Co Limited (the Debenture)

1. This letter constitutes notice to you that, under the Debenture, Pulse Cashflow Finance Limited (**PCFL**) has charged, by way of first fixed charge, in favour of HWSIL Finance Co Limited (the **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]
Sort code: [code]
Account number: [number]

2. We irrevocably instruct and authorise you to:

- (a) Disclose to the Security Trustee any information relating to the Account requested from you by the Lender.
- (b) Comply with the terms of any written notice or instructions relating to the Account received by you from the Security Trustee;

- (c) Hold all sums from time to time standing to the credit of the Account to the order of the Security Trustee;
- (d) 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;

3. We acknowledge that you may comply with the instructions in this notice without any further permission from us.
4. We are not permitted to withdraw any amount from the Account without the prior written consent of the Security Trustee.
5. The instructions in this notice may only be revoked or amended with the prior written consent of the Security Trustee.
6. 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.
7. 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 Hadrian's Wall Capital Limited, 48 Gresham Street, London, EC2V 7AY marked for the attention of Chief Risk Officer, with a copy to us.

Yours faithfully,

Signed.....
Director on behalf of
Pulse Cashflow Finance Limited

Part 3 Form of notice to the Office Account Bank

[On the letterhead of PCFL]

[Bank]

[Address]

[Date]

Dear Sirs,

Debenture dated [date] between Pulse Cashflow Finance Limited and HWSIL Finance Co Limited (the Debenture)

1. This letter constitutes notice to you that, under the Debenture, Pulse Cashflow Finance Limited (**PCFL**) has charged, by way of first fixed charge, in favour of HWSIL Finance Co Limited (the **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]

Sort code: [code]

Account number: [number]

2. Under the Charged Account Agreement dated [date] between PCFL and Pulse Invoice Finance Limited as borrowers, Pulse Factoring Solutions Limited (the **Agent**) and HWSIL Finance Co Limited as lender (the **Lender**), the Security Trustee as security trustee (the **Charged Account Agreement**), the parties to that agreement have agreed that, prior to the occurrence of an event of default under, and for the purposes of, the Debenture which is continuing and/or the Lender exercising its right under the Charged Account Agreement to replace the Agent as the Account Operator with another operator of its choosing (an **Alternate Account Operator**), the Agent may have access to the Account in order to monitor the Account, effect certain payments that are required as part of PCFL's trade and in relation to an ongoing facility advanced by the Lender to PCFL.

3. PCFL irrevocably instructs and authorises you:

(a) prior to receipt by you of written notice from the Security Trustee that an event of default has occurred under, and for the purposes of, the Debenture which is continuing and/or the Lender has exercised or is exercising its right under the Charged Account Agreement to replace the Agent as Account Operator with an Alternate Account Operator (an **Enforcement Notice**) to:

- disclose to the Agent, the Lender and the Security Trustee any information relating to the Account requested from you by any such party;

- comply with the terms of any written notice or instructions relating to the Account received by you from the Agent, the Lender or the Security Trustee;
- hold all sums from time to time standing to the credit of the Account to the order of the Agent, the Lender and the Security Trustee; and
- 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 Agent, the Lender or the Security Trustee; and

(b) following receipt by you of an Enforcement Notice to:

- disclose to the Alternate Servicer, the Lender and the Security Trustee any information relating to the Account requested from you by any such party;
- comply with the terms of any written notice or instructions relating to the Account received by you from the Alternate Account Operator, the Lender or the Security Trustee;
- hold all sums from time to time standing to the credit of the Account to the order of the Alternate Account Operator, the Lender and the Security Trustee; and
- 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 Alternate Servicer, the Lender or the Security Trustee.

4. PCFL acknowledges that you may comply with the instructions in this notice without any further permission from it.

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

6. 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.

7. 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 Hadrian's Wall Capital Limited, 48 Gresham Street, London, EC2V 7AY marked for the attention of Chief Risk Officer, with a copy to us.

Yours faithfully,

Signed.....
Director on behalf of
Pulse Cashflow Finance Limited

Part 4 Form of acknowledgement of charge

[On the letterhead of the Bank]

To: HWSIL Finance Co Limited
Hadrian's Wall Capital Limited
48 Gresham Street
London
EC2V 7AY
Attention: Chief Risk Officer

Copy to: Pulse Cashflow Finance Limited
[Level 2
Network House
Basing View
Basingstoke
Hampshire
RG21 4HG]

Attention: []

Pulse Finance Solutions Limited
[Level 2
Network House
Basing View
Basingstoke
Hampshire
RG21 4HG]

Attention: []

[Date]

Dear Sirs,

Debenture dated [date] between Pulse Cashflow Finance Limited and HWSIL Finance Co Limited (the Debenture)

1. We confirm receipt from Pulse Cashflow Finance Limited (PCFL) 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 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]
Sort code: [code]
Account number: [number]

2. We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of the interest of any third party in the Account; and
- (c) 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.

3. 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 faithfully,

Signed.....
Authorised signatory on behalf of
[name of Bank]

PCFL

Executed as a deed by **PULSE
CASHFLOW FINANCE LIMITED** acting
by a director in the presence of:

Director



Witness' signature:



Print name:

N. HALLETT

Address:

C/O PULSE CASHFLOW FINANCE LTD
LEVEL 2 NETWORK HOUSE
BASING VIEW BASINGSTOKE RG21 4HG.

Occupation:

OPERATIONS DIRECTOR

The Security Trustee

Executed as a deed by **HWSIL FINANCE
CO LIMITED** acting by a director in the
presence of:

Director

Witness' signature:

Print name:

Address:

Occupation:

PCFL

Executed as a deed by **PULSE
CASHFLOW FINCANCE LIMITED** acting
by a director in the presence of:

Director

Witness' signature:

Print name:

Address:

Occupation:

The Security Trustee

Executed as a deed by **HWSIL FINANCE
CO LIMITED** acting by a director in the
presence of:

Director

Witness' signature:

Print name:

Address:

Occupation:

Halai

HANSA D. HALAI

48 GRESHAM STREET
LONDON EC2V 7AY

ADMINISTRATIVE ASSISTANT