

MR01

Particulars of a charge



Companies House

501381/37

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

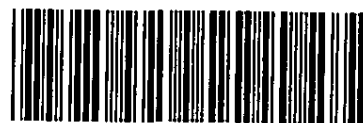
☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration with
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This
must be scanned and placed on the public record

THURSDAY



A3BUGZ5T

A09

10/07/2014

#385

COMPANIES HOUSE

1 Company details

Company number 0 8 1 3 3 6 7 7

Company name in full ☒ Twelve Marketing Services Limited

2 ☐ ☐ ☐ ☐ for official use

→ Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date ☒ 0 4 / 0 7 / 2 0 1 4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name ☒ WESTBRIDGE SME FUND LP

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

FIXED AND FLOATING CHARGE OVER THE UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE, INCLUDING GOODWILL, BOOK DEBTS, UNCALLED CAPITAL, BUILDINGS, FIXTURES, FIXED PLANT & MACHINERY

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

- ☒ **Yes**
☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

- ☒ **Yes** Continue
☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

- ☒ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

- ☒ **Yes**
☐ **No**

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Trustee statement¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

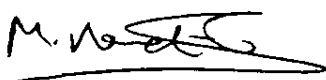
9

Signature

Please sign the form here

Signature

Signature

X  X

This form must be signed by a person with an interest in the charge

MRO1

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **Nicholas de Figueiredo WES-37-21**

Company name **Capital Law LLP**

Address **Capital Building**

Tyndall Street

Post town **Cardiff**

County/Region **Wales**

Postcode **C F 1 0 4 A Z**

Country **UK**

DX **33013 Cardiff**

Telephone **0333 2400 489**



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 NR Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8133677

Charge code: 0813 3677 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th July 2014 and created by TWELVE MARKETING SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th July 2014

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Given at Companies House, Cardiff on 17th July 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



CAPITAL LAW

capitallaw.co.uk

Debenture

Date: 4 July 2014

between

Twelve Marketing Services Limited

and

WestBridge SME Fund LP

Certified to be a true copy of the original
Signed Capital Law LLP
Dated 10 July 2014

Capital Law
Capital Building
Tyndall Street
Cardiff
CF10 4AZ

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THIS DEED is dated

4 July 2014

PARTIES

- (1) **TWELVE MARKETING SERVICES LIMITED** incorporated and registered in England and Wales with company number 08133677 whose registered office is at 2 A C Court, High Street, Thames Ditton, Surrey, KT7 0SR (**Company**), and
- (2) **WESTBRIDGE SME FUND LP** incorporated and registered in England and Wales with registered number LP013609 whose registered office is at The Gatehouse, Melrose Hall, Cypress Drive, Cardiff, CF3 0EG (**Security Trustee**)

BACKGROUND

- (A) The Noteholders have agreed to provide loan capital to the Borrower in the form of the Secured Investor Loan Notes (defined below) which are to be guaranteed by the Company in accordance with the Guarantee and secured by this debenture
- (B) The Security Trustee has been appointed as security trustee for and on behalf of the Noteholders in accordance with the terms of the Trust Deed (defined below)
- (C) Under this deed, the Borrower provides security to the Security Trustee for the Secured Liabilities (defined below)

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this deed

Administrator an administrator appointed to manage the affairs, business and property of the Company pursuant to clause 12.9

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

Borrower: Honey12 Newco Limited, a company incorporated and registered in England and Wales with company number 8949788 whose registered office is at The Gatehouse, Melrose Hall, Cypress Drive, St Mellons, Cardiff CF3 0EG

Business Day: a day (other than a Saturday or Sunday) on which commercial banks are open for general business in London and deposits are dealt with on the London Interbank Market

Delegate any person appointed by the Security Trustee or any Receiver pursuant to clause 17 and any person appointed as attorney of the Security Trustee, Receiver or Delegate

Designated Account: any account of the Company nominated by the Security Trustee as a designated account for the purposes of this deed

Environment. the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.

Environmental Law: all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment

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

Event of Default: has the meaning given to that expression in the Secured Investor Loan Note Instrument

Excluded Property: each leasehold property held by the Company under a lease that either precludes absolutely, or requires consent of a third party to, the creation of a Security Interest over the Company's leasehold interest in that property

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).

Guarantee the guarantee and indemnity to be entered into between the Security Trustee, the Company and bChannels Limited (company number 5271937) on or around the date of this deed

Insurance Policy. each contract and policy of insurance effected or maintained by the Company from time to time in respect of its assets or business (including, without limitation, any insurances relating to the Properties or the Equipment)

Intellectual Property. the Company'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 the Company, including any including all rights accruing or incidental to those investments from time to time, and, for the avoidance of doubt, including the entire issued share capital of the Company's Subsidiaries from time to time

LPA 1925: Law of Property Act 1925

Noteholders: the holders of the Secured Investor Loan Notes from time to time

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 the Company, or in which the Company 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 15

Secured Assets: all the assets, property and undertaking for the time being subject to the Security Interests created by, or pursuant to, this deed

Secured Liabilities all present and future monies, obligations and liabilities owed by the Company to the Security Trustee under the Guarantee and this deed and by the Borrower to the Noteholders and/or the Security Trustee under or in connection with the Secured Investor Loan Notes, the Guarantee or this deed (including, without limitation, those arising under clause 24 3(b) of this deed), and whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity together with all interest (including, without limitation, default interest) accruing in respect of those monies or liabilities

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

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

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

Secured Investor Loan Note Instrument. the secured investor loan note instrument dated on or around the date of this deed creating £4,548,571 secured investor loan notes 2020 in the Borrower for the provision of loan facilities secured by this deed

Secured Investor Loan Notes: the 4,548,571 £1 00 secured investor loan notes issued by the Borrower to the Noteholders pursuant to the Secured Investor Loan Note Instrument

Subsidiaries as defined in section 1159 of the Companies Act 2006 and for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of

- (a) another person (or its nominee), by way of security or in connection with the taking of security, or
- (b) its nominee

Trust Deed means the trust deed entered into between the Noteholders and the Security Trustee in respect of the Secured Investor Loan Notes and this debenture and dated on or around the date of this deed

1.2 Interpretation

In this deed

- (a) reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment or re-enactment or extension and includes any former statute, statutory provision or subordinate legislation which it amends or re-enacts,
- (b) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (c) unless the context otherwise requires, words in the singular include the plural and in the plural include the singular,
- (d) a reference to **continuing** in relation to an Event of Default means an Event of Default which has not been remedied or waived,
- (e) a reference to **this deed** (or any provision of it) or any other document shall be construed as a reference to this deed, that provision or that document as it is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties,
- (f) a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, or any state or any agency of any person,
- (g) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly),
- (h) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description,
- (i) a reference to an **authorisation** includes an approval, authorisation, consent exemption, filing, licence, notarisation, registration and resolution,
- (j) 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,
- (k) a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the discretion of the person making it,
- (l) a reference to the **Borrower**, the **Company** or the **Security Trustee** shall include its successors, permitted transferees and permitted assigns, and
- (m) clause headings shall not affect the interpretation of this deed

- 1.3 If the Security Trustee considers that an amount paid by the Borrower and/or the Company in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower

and/or the Company or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed

1.4 A reference in this deed to a charge or mortgage of or over any Property includes

- (a) 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,
- (b) 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,
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Company in respect of that Property, and any monies paid or payable in respect of those covenants, and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of that Property

1.5 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Secured Investor Loan Note Instrument and of any side letters between any parties in relation to the Secured Investor Loan Note Instrument are incorporated into this deed

1.6 A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this deed

1.7 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)

2. COVENANT TO PAY

The Company shall, on demand, pay to the Security Trustee as agent for itself and the Noteholders and discharge the Secured Liabilities when they become due pursuant to the terms of the Guarantee and this deed

3. GRANT OF SECURITY

3.1 As a continuing security for the payment and discharge of the Secured Liabilities pursuant to clause 2 above, the Company with full title guarantee charges to the Security Trustee by way of fixed charge

- (a) by way of legal mortgage, all of the Properties vested in or charged in the Company together with all buildings and fixtures thereon,
- (b) all Properties acquired by the Company in the future,
- (c) all present and future interests of the Company not effectively mortgaged or charged under the preceding provisions of this clause 3 in, or over, freehold or leasehold property,
- (d) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property,
- (e) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Company's business or the use of any Secured Asset, and all rights in connection with them,

- (f) all its present and future goodwill,
 - (g) all its uncalled capital,
 - (h) all the Equipment,
 - (i) all the Intellectual Property,
 - (j) all the Book Debts,
 - (k) all the Investments, and
 - (l) 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)
- 3.2 As a continuing security for the payment and discharge of the Secured Liabilities, the Company 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 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
- 3.3 As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee charges to the Security Trustee, by way of floating charge, all the undertaking, property, assets and rights of the Company at any time not effectively mortgaged, charged or assigned pursuant to clause 3.1 to clause 3.2 inclusive
- 3.4 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.3
- 3.5 Leasehold security restrictions
- (a) Subject to clause 3.5(b) to clause 3.5(d), the security created by clause 3.1 and clause 3.2 shall not apply to an Excluded Property until the Company obtains any relevant consent, or waiver of prohibition, to the creation of security over that Excluded Property
 - (b) In relation to each Excluded Property, the Company undertakes to
 - (i) apply for the relevant consent or waiver of prohibition within five (5) Business Days of the date of this deed, and to use its best endeavours to obtain that consent or waiver of prohibition as soon as possible;
 - (ii) keep the Security Trustee informed of its progress in obtaining that consent or waiver, and
 - (iii) immediately on receipt of the consent or waiver, provide the Security Trustee with a copy of that consent or waiver
 - (c) Immediately on receipt by the Company of the relevant consent or waiver, that Excluded Property shall become the subject of a mortgage or charge (as appropriate) pursuant to clause 3.1 and clause 3.2

- (d) If required by the Security Trustee at any time following receipt of that consent or waiver, the Company shall, at its own cost, prepare and execute any further documents and take any further action the Security Trustee may require, in its absolute discretion, for perfecting its security over that Excluded Property
- 3.6 The floating charge created by clause 3.3 shall automatically and immediately (without notice) be converted into a fixed charge over the assets subject to that floating charge if
 - (a) the Company
 - (i) creates, or attempts to create, without the prior written consent of the Security Trustee, a Security Interest 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 Secured Investor Loan Note), or
 - (ii) disposes, or attempts to dispose of, all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised),
 - (b) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets, or
 - (c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Company
- 3.7 The Security Trustee may, in its sole discretion, by written notice to the Company, 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
 - (a) an Event of Default occurs and is continuing, or
 - (b) 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, or
 - (c) the Security Trustee considers that it is desirable in order to protect the priority of the Security
- 3.8 Any asset acquired by the Company after any crystallisation of the floating charge created under this deed that, but for that crystallisation, would be subject to a floating charge under this deed, shall (unless the Security Trustee confirms otherwise to the Company in writing) be charged to the Security Trustee by way of fixed charge
- 4 LIABILITY OF THE COMPANY**
- 4.1 The Company's liability under this deed and/or under the Guarantee in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by
 - (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Security Trustee that is, or becomes, wholly or partially illegal, void or unenforceable on any ground,

- (b) 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 (including, without limitation, the Company), or
 - (c) any other act or omission that, but for this clause 41, might have discharged, or otherwise prejudiced or affected, the liability of the Company
- 4.2 The Company 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 the Company

5 REPRESENTATIONS AND WARRANTIES

- 5.1 The Company makes the representations and warranties set out in this clause 5 to the Security Trustee
- 5.2 The Company is the legal and beneficial owner of the Secured Assets
- 5.3 The Secured Assets are free from any Security Interest other than the Security Interests created by this deed
- 5.4 The Company 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 There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Secured Assets
- 5.6 There is no breach of any law or regulation that materially and adversely affects the Secured Assets
- 5.7 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 Nothing has arisen, has been created or is subsisting, that would be an overriding interest in any Property
- 5.9 No Security Interest expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Company or otherwise
- 5.10 There is no prohibition on assignment in any Insurance Policy and the entry into this deed by the Company does not, and will not, constitute a breach of any Insurance Policy or any other agreement or instrument binding on the Company or its assets
- 5.11 The Company has, at all times, complied in all material respects with all applicable Environmental Law
- 5.12 This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Company, and is and will continue to be effective security over all and every part of the Secured Assets in accordance with its terms

- 5.13 The representations and warranties set out in clauses 5.2 to 5.12 inclusive are made by the Company on the date of this deed and the representations and warranties contained in clauses 5.2 to 5.12 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 The Company shall not at any time, except with the prior written consent of the Security Trustee

- (a) create, purport to create or permit to subsist any Security Interest on, or in relation to, any Secured Asset other than any Security Interest created by this deed,
- (b) sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets (except in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge), or
- (c) create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party

- 6.2 The Company 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

- (a) The Company 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
- (b) The Company shall:
 - (i) comply with the requirements of any law and regulation relating to or affecting the Secured Assets or the use of it or any part of them,
 - (ii) 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
 - (iii) 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 The Company shall use its best endeavours to

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

6.5 The Company shall, promptly on becoming aware of any of the same, give the Security Trustee notice in writing of

- (a) any representation or warranty set out in this deed that is incorrect or misleading in any material respect when made or deemed to be repeated, and
- (b) any breach of any covenant set out in this deed

6.6 The Company shall, as so required by the Security Trustee, deposit with the Security Trustee and the Security Trustee shall, for the duration of this deed be entitled to hold

- (a) all deeds and documents of title relating to the Secured Assets that are in the possession or control of the Company (and if these are not within the possession or control of the Company, the Company undertakes to obtain possession of all these deeds and documents of title),
- (b) all Insurance Policies and any other insurance policies relating to any of the Secured Assets that the Company is entitled to possess, and
- (c) all deeds and documents of title (if any) relating to the Book Debts as the Security Trustee may specify from time to time

6.7 Insurance

- (a) The Company shall insure and keep insured (or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, either procure that the landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured) the Secured Assets against
 - (i) loss or damage by fire or terrorist acts,
 - (ii) other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Company, and
 - (iii) any other risk, perils and contingencies as the Security Trustee may reasonably require

Any such insurance must be with an insurance company or underwriters, and on such terms, as are reasonably acceptable to the Security Trustee, and must be for not less than the replacement value of the Secured Assets

- (b) The Company shall, if requested by the Security Trustee, produce to the Security Trustee the policy, certificate or cover note relating to the insurance required by clause 6.7(a)
- (c) The Company shall, if requested by the Security Trustee, procure that a note of the Security Trustee's interest is endorsed upon each insurance policy maintained by it or any person on its behalf in accordance with clause 6.7(a) and that the terms of each insurance policy require the insurer not to invalidate the policy as against the Security Trustee by reason of the act or default of any other joint or named insured and not to cancel it without giving at least 30 days' prior written notice to the Security Trustee

6.8 The Company shall

- (a) promptly pay all premiums in respect of each insurance policy maintained by it in accordance with clause 6.7(a) and do all other things necessary to keep that policy in full force and effect, and
- (b) (if the Security Trustee so requires) produce to, or deposit with, the Security Trustee the receipts for all premiums and other payments necessary for effecting and keeping up each insurance policy maintained by it in accordance with clause 6.7(a)

6.9 The Company 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 maintained by it in accordance with clause 6.7(a).

6.10 All monies received or receivable by the Company under any insurance policy maintained by it in accordance with clause 6.7(a) (including all monies received or receivable by it under any Insurance Policy) at any time (whether or not the security constituted by this deed has become enforceable) shall

- (a) immediately be paid into a Designated Account,
- (b) if they are not paid directly to the Security Trustee by the insurers, be held by the Company as trustee of the same for the benefit of the Security Trustee (and the Company shall account for them to the Security Trustee), and
- (c) 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 The Company shall immediately on the execution of this deed (or, if later, the date of acquisition of the relevant Secured Asset)

- (a) give notice to each insurer that it has assigned its rights and interest in and under each Insurance Policy under clause 3.2 and procure that each addressee of any such notice promptly provides within five Business Days to the Security Trustee an acknowledgement of the notice of the Security Trustee's interest,
- (b) give notice to any bank, financial institution or other person (excluding the Security Trustee) with whom it has an account that it has charged to the Security Trustee its rights and interests under that account under clause 3.1(l) and procure that each addressee of any such notice promptly provides within five (5) Business Days to the Security Trustee an acknowledgement of the notice of the Security Trustee's interest

The Company shall obtain the Security Trustee's prior approval of the form of any notice or acknowledgement to be used under this clause 6.11

6.12 The Company shall

- (a) give the Security Trustee such information concerning the location, condition, use and operation of the Secured Assets as the Security Trustee may require,

- (b) 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
 - (c) promptly notify the Security Trustee in writing of any action, claim or demand made by or against it in connection with any Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim or demand, together with, in each case, the Company's proposals for settling, liquidating, compounding or contesting any such action, claim or demand and shall, subject to the Security Trustee's prior approval, implement those proposals at its own expense
- 6.13 The Company 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
- 6.14 Appointment of accountants
- (a) The Company shall
 - (i) 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 the Company and those of its subsidiaries and report to the Security Trustee, and
 - (ii) co-operate fully with any accountants so appointed and immediately provide those accountants with all information requested
 - (b) The Company authorises the Security Trustee to make an appointment as it shall think fit at any time, without further authority from the Company. In every case, the Company shall pay, or reimburse the Security Trustee for, the fees and expenses of those accountants
- 6.15 The Company waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Company under this deed)

7. PROPERTY COVENANTS

- 7.1 The Company shall keep all buildings and all fixtures on each Property in good and substantial repair and condition
- 7.2 The Company shall not, without the prior written consent of the Security Trustee
- (a) pull down or remove the whole, or any part of, any building forming part of any Property or permit the same to occur,
 - (b) 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
 - (c) remove or make any material alterations to any of the Equipment belonging to, or in use by, the Company on any Property (except to effect necessary repairs or replace them with new or improved models or substitutes)

7.3 The Company 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

7.4 The Company shall

- (a) 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 (7) days after becoming aware of the relevant Planning Notice, and
- (b) (if the Security Trustee so requires) immediately, and at the cost of the Company, 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 may desire

7.5 The Company shall

- (a) 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,
- (b) 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
- (c) (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

7.6 The Company shall

- (a) where a Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time, and
- (b) 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

7.7 The Company shall not, without the prior written consent of the Security Trustee

- (a) 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
- (b) 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

- 7 8 If the title to any Property is not registered at the Land Registry, the Company 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. The Company 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.
- 7 9 The Company shall not, without the prior written consent of the Security Trustee
- (a) make or, insofar as it is able, permit others to make any application for planning permission or development consent in respect of the Property, or
 - (b) 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
- 7 10 The Company shall
- (a) comply with all the requirements of Environmental Law both in the conduct of its general business and in the management, possession or occupation of each Property, and
 - (b) obtain and comply with all authorisations, permits and other types of licences necessary under Environmental Law
- 7 11 The Company 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
- 7 12 The Company 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
- 7 13 The Company 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.
- 7 14 The Company shall inform the Security Trustee promptly of any acquisition by the Company of, or contract made by the Company to acquire, any freehold, leasehold or other interest in any property
- 7 15 The Company shall not, without the prior written consent of the Security Trustee
- (a) exercise any VAT option to tax in relation to any Property, or
 - (b) revoke any VAT option to tax exercised, and disclosed to the Security Trustee, before the date of this deed
- 7 16 The Company 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 WestBridge SME Fund LP referred to in the charges register "*

8 INVESTMENTS COVENANTS

8.1 Deposit of title documents

- (a) The Company shall
 - (i) on the execution of this deed, deposit with the Security Trustee all stock or share certificates and other documents of title or evidence of ownership relating to any Investments owned by the Company at that time, and
 - (ii) on the purchase or acquisition by it of Investments after the date of this deed, deposit with the Security Trustee all stock or share certificates and other documents of title or evidence of ownership relating to those Investments
- (b) At the same time as depositing documents with the Security Trustee in accordance with clause 8.1(a)(i) or clause 8.1(a)(ii), the Company shall also deposit with the Security Trustee
- (c)
 - (i) all stock transfers forms relating to the relevant Investments duly completed and executed by or on behalf of the Company, but with the name of the transferee, the consideration and the date left blank, and
 - (ii) any other documents (in each case duly completed and executed by or on behalf of the Company) that the Security Trustee may request in order to enable it or any of its nominees, or any purchaser or transferee, to be registered as the owner of, or otherwise obtain a legal title to, or to perfect its security interest in any of the relevant Investments,

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

8.2 Nominations

- (a) The Company shall terminate with immediate effect all nominations it may have made (including, without limitation, any nomination made under section 145 or section 146 of the Companies Act 2006) in respect of any Investments and, pending that termination, procure that any person so nominated
 - (i) does not exercise any rights in respect of any Investments without the prior written approval of the Security Trustee, and
 - (ii) 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
- (b) The Company shall not, during the Security Period, exercise any rights (including, without limitation, any rights under sections 145 and 146 of the

Companies Act 2006) to nominate any person in respect of any of the investments.

8.3 Additional registration obligations

The Company shall

- (a) obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association of any issuer that is not a public company or otherwise, for the transfer of the Investments to the Security Trustee or its nominee, or to a purchaser on enforcement of this deed, and
- (b) procure the amendment of the share transfer provisions (including, but not limited to, deletion of any pre-emption provisions) of the articles of association of each issuer that is not a public company in any manner that the Security Trustee may require in order to permit such a transfer

8.4 Dividends and voting rights before enforcement

- (a) Before the security constituted by this deed becomes enforceable, the Company 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 the Company and will pay them to the Company promptly on request, and
- (b) Before the security constituted by this deed becomes enforceable, the Company 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
 - (i) it shall not do so in any way that would breach any provision of the Secured Investor Loan Note Instrument or this deed or for any purpose inconsistent with the Secured Investor Loan Notes or this deed, and
 - (ii) the exercise of, or the failure to exercise, those voting rights or other rights and powers would not, in the Security Trustee's opinion, have an adverse effect on the value of the Investments or otherwise prejudice the Security Trustee's security under this deed
- (c) The Company 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 the Company
- (d) 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

8.5 Dividends and voting rights after enforcement

After the security constituted by this deed has become enforceable

- (a) all dividends and other distributions paid in respect of the Investments and received by the Company shall be held by the Company 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
- (b) all voting and other rights and powers attaching to the Investments shall be exercised by, or at the direction of, the Security Trustee and the Company 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

8.6 Calls on Investments

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

8.7 No alteration of constitutional documents or rights attaching to Investments

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

- (a) the memorandum or articles of association, or any other constitutional documents, of the Company or of any of the Company's Subsidiaries; or
- (b) the rights or liabilities attaching to any of the Investments

8.8 Preservation of Investments

The Company 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 that is not a public company shall not

- (a) consolidate or subdivide any of its Investments, or reduce or re-organise its share capital in any way,
- (b) issue any new shares or stock, or
- (c) refuse to register any transfer of any of its Investments that may be lodged for registration by, or on behalf of, the Security Trustee or the Company in accordance with this deed

8.9 Investments information

The Company 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 **EQUIPMENT COVENANTS**

9.1 The Company shall

- (a) maintain the Equipment in good and serviceable condition (except for expected fair wear and tear) in compliance with all relevant manuals,

handbooks, manufacturer's instructions and recommendations and maintenance or servicing schedules,

- (b) at its own expense renew and replace any parts of the Equipment when they become obsolete, worn out or damaged with parts of a similar quality and of equal or greater value, and
 - (c) not permit any Equipment to be
 - (i) used or handled other than by properly qualified and trained persons, or
 - (ii) overloaded or used for any purpose for which it is not designed or reasonably suitable
- 9.2 The Company shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Equipment and, on demand, produce evidence of such payment to the Security Trustee

9.3 The Company

- (a) shall, if so requested by the Security Trustee, affix to and maintain on each item of Equipment in a conspicuous place, a clearly legible identification plate containing the following wording

"NOTICE OF CHARGE

This [DESCRIBE ITEM] and all additions to it [and ancillary equipment] are subject to a fixed charge dated [DATE] in favour of [SECURITY TRUSTEE] "

- (b) shall not, and shall not permit any person to, conceal, obscure, alter or remove any plate affixed in accordance with clause 9.3(a)

10. BOOK DEBTS COVENANTS

10.1 The Company shall

- (a) as an agent for the Security Trustee, collect in and realise all Book Debts, pay the proceeds into a Designated Account immediately on receipt and, pending that payment, hold those proceeds in trust for the Security Trustee,
- (b) not, without the prior written consent of the Security Trustee, withdraw any amounts standing to the credit of any Designated Account, and
- (c) 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 The Company 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 INTELLECTUAL PROPERTY COVENANTS

- 11.1 The Company shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation) by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings
- 11.2 The Company 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
- 11.3 The Company shall not permit any Intellectual Property to be abandoned, cancelled or to lapse

12 POWERS OF THE SECURITY TRUSTEE

12.1 Power to remedy

- (a) The Security Trustee shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Company of any of its obligations contained in this deed
- (b) The Company irrevocably authorises the Security Trustee and its agents to do all things that are necessary or desirable for that purpose
- (c) Any monies expended by the Security Trustee in remedying a breach by the Company of its obligations contained in this deed shall be reimbursed by the Company to the Security Trustee on a full indemnity basis and shall carry interest in accordance with clause 19.1

12.2 Exercise of rights

The rights of the Security Trustee under clause 12.1 are without prejudice to any other rights of the Security Trustee under this deed. 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.

12.3 Power to dispose of chattels

- (a) At any time after the security constituted by this deed has become enforceable, the Security Trustee or any Receiver may, as agent for the Company, dispose of any chattels or produce found on any Property
- (b) Without prejudice to any obligation to account for the proceeds of any disposal made under clause 12.3(a), the Company shall indemnify the Security Trustee and any Receiver against any liability arising from any disposal made under clause 12.3(a)

12.4 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.

12.5 Conversion of currency

- (a) 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 12.5) from their existing currencies of denomination into any other currencies of denomination that the Security Trustee may think fit
- (b) Any such conversion shall be effected at Barclays Bank plc's then prevailing spot selling rate of exchange for such other currency against the existing currency
- (c) Each reference in this clause 12.5 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

12.6 New accounts

- (a) If the Security Trustee receives, or is deemed to have received, notice of any subsequent Security Interest, or other interest, affecting all or part of the Secured Assets, the Security Trustee may open a new account for the Company in the Security Trustee's books. Without prejudice to the Security Trustee's right to combine accounts, no money paid to the credit of the Company in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities
- (b) If the Security Trustee does not open a new account immediately on receipt of the notice, or deemed notice, under clause 12.6(a), then, unless the Security Trustee gives express written notice to the contrary to the Company, all payments made by the Company to the Security Trustee shall be treated as having been credited to a new account of the Company and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt of the relevant notice by the Security Trustee

12.7 Security Trustee's set-off rights

If the Security Trustee has more than one account for the Company in its books, the Security Trustee may at any time after

- (a) the security constituted by this deed has become enforceable, or
- (b) the Security Trustee has received, or is deemed to have received, notice of any subsequent Security Interest or other interest affecting all or any part of the Secured Assets,

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account that may be in debit. After making any such transfer, the Security Trustee shall notify the Company of that transfer

12.8 Indulgence

The Security Trustee may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this deed (whether or not any such person is jointly liable with the Company) in respect of any of the Secured Liabilities, or of any other security

for them without prejudice either to this deed or to the liability of the Company for the Secured Liabilities

12.9 Appointment of an Administrator

- (a) The Security Trustee may, without notice to the Company, appoint any one or more persons to be an Administrator of the Company pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this deed becomes enforceable
- (b) Any appointment under this clause 12.9 shall
 - (i) be in writing signed by a duly authorised signatory of the Security Trustee, and
 - (ii) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986
- (c) 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 12.9 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified

13 WHEN SECURITY BECOMES ENFORCEABLE

- 13.1 The security constituted by this deed shall be immediately enforceable if an Event of Default occurs and/or if the Company defaults in the performance of its obligations under the Guarantee
- 13.2 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

14 ENFORCEMENT OF SECURITY

14.1 Enforcement powers

- (a) The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall, as between the Security Trustee and a purchaser from the Security Trustee, arise on and be exercisable at any time after the execution of this deed, but the Security Trustee shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable under clause 13.1
- (b) Section 103 of the LPA 1925 does not apply to the security constituted by this deed

14.2 Extension of statutory powers of leasing

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Security Trustee and any Receiver, at any time after the security

constituted by this deed has become enforceable, whether in its own name or in that of the Company, to

- (a) grant a lease or agreement to lease,
- (b) accept surrenders of leases, or
- (c) 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 the Company, 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

14.3 Access on enforcement

- (a) At any time after the Security Trustee has demanded payment of the Secured Liabilities or if the Company defaults in the performance of its obligations under this deed or the Guarantee, the Company 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 the Company for, or by any reason of, that entry
- (b) At all times, the Company must use its best endeavours to allow the Security Trustee or its Receiver access to any premises for the purpose of clause 14.3(a) (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same

14.4 At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security Interest having priority to this deed shall have become exercisable, the Security Trustee may

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

Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Company. 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 the Company to the Security Trustee on current account and shall bear interest at the default rate of interest specified in the Secured Investor Loan Note Instrument and be secured as part of the Secured Liabilities

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

- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged,

- (b) whether any power the Security Trustee, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable, or
 - (c) how any money paid to the Security Trustee, any Receiver or any Delegate is to be applied
- 14.6 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
- 14.7 Neither the Security Trustee, any Receiver, any Delegate nor any Administrator shall be liable 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 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
- 14.8 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, every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit
- 14.9 Right of appropriation
- (a) To the extent that
 - (i) the Secured Assets constitute Financial Collateral, and
 - (ii) this deed and the obligations of the Company 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
 - (b) The value of any Secured Assets appropriated in accordance with this clause shall be the price of those Secured Assets 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)
 - (c) The Company agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations

15. RECEIVER

- 15.1 At any time after the security constituted by this deed has become enforceable, or at the request of the Company, 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
- 15.2 The Security Trustee may, without further notice (subject to section 45 of the Insolvency Act 1986), 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

- 15.3 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, which shall be due and payable immediately on its being paid by the Security Trustee
- 15.4 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
- 15.5 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
- 15.6 Any Receiver appointed by the Security Trustee under this deed shall be the agent of the Company and the Company shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Company goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Security Trustee

16. POWERS OF RECEIVER

16.1 General

- (a) 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 16.2 to clause 16.23
- (b) 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
- (c) Any exercise by a Receiver of any of the powers given by clause 16 may be on behalf of the Company, the directors of the Company (in the case of the power contained in clause 16.16) or himself
- 16.2 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
- 16.3 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
- 16.4 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 the Company.

- 16 5 A Receiver may make, exercise or revoke any value added tax option to tax as he thinks fit
- 16 6 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
- 16 7 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
- 16 8 A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Company
- 16 9 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, without limitation, 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.
- 16 10 A Receiver may sever and sell separately any fixtures or fittings from any Property without the consent of the Company.
- 16 11 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
- 16 12 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
- 16 13 A Receiver may make any arrangement, settlement or compromise between the Company and any other person that he may think expedient
- 16 14 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
- 16 15 A Receiver may make substitutions of, or improvements to, the Equipment as he may think expedient
- 16 16 A Receiver may make calls conditionally or unconditionally on the members of the Company in respect of uncalled capital with (for that purpose and for the purpose of enforcing payments of any calls so made) the same powers as are conferred by the articles of association of the Company on its directors in respect of calls authorised to be made by them
- 16 17 A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 19, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Company under this deed
- 16 18 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

- 16 19 A Receiver may, for any of the purposes authorised by this clause 16, 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 he is appointed on any terms that he thinks fit (including, if the Security Trustee consents, terms under which that security ranks in priority to this deed)
- 16 20 A Receiver may redeem any prior Security Interest and settle and pass the accounts to which the Security Interest relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Company, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver
- 16 21 A Receiver may delegate his powers in accordance with this deed
- 16 22 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
- 16 23 A Receiver may do any other acts and things
- (a) that he may consider desirable or necessary for realising any of the Secured Assets,
 - (b) that he 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, and
 - (c) that he lawfully may or can do as agent for the Company

17. DELEGATION

- 17 1 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)
- 17 2 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
- 17 3 Neither the Security Trustee nor any Receiver shall be in any way liable or responsible to the Company for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate

18 APPLICATION OF PROCEEDS

- 18 1 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
- (a) in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Security Trustee (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed, and of all remuneration due to any Receiver under or in connection with this deed,

- (b) in or towards payment of or provision for the Secured Liabilities in any order and manner that the Security Trustee determines, and
 - (c) in payment of the surplus (if any) to the Company or other person entitled to it
- 18.2 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
- 18.3 All monies received by the Security Trustee, a Receiver or a Delegate under this deed
- (a) may, at the discretion of the Security Trustee, Receiver or Delegate, be credited to any suspense or securities realised account;
 - (b) shall bear interest, if any, at the rate agreed in writing between the Security Trustee and the Company, and
 - (c) may be held in that account for so long as the Security Trustee, Receiver or Delegate thinks fit

19. COSTS AND INDEMNITY

- 19.1 The Company shall pay to, or reimburse, the Security Trustee and any Receiver on demand, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Security Trustee, any Receiver or any Delegate in connection with
- (a) this deed or the Secured Assets,
 - (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Security Trustee's, a Receiver's or a Delegate's rights under this deed,
 - (c) taking proceedings for, or recovering, any of the Secured Liabilities, together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding up or administration of the Company) at the rate and in the manner specified in the Secured Investor Loan Note Instrument
- 19.2 The Company shall indemnify the Security Trustee, each Receiver and each Delegate, and their respective employees and agents, on a full indemnity basis against any cost, charge, expense, tax, loss, liability or damage incurred by any of them as a result of
- (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Secured Assets,
 - (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed, or

- (c) any default or delay by the Company in performing any of its obligations under this deed

Any past or present employee or agent may enforce the terms of this clause 19.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999

20 FURTHER ASSURANCE

- 20.1 The Company shall, at its own expense, take whatever action the Security Trustee or any Receiver may reasonably require for

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

including, without limitation (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 By way of security, the Company irrevocably appoints the Security Trustee, every Receiver and every Delegate separately to be the attorney of the Company and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that

- (a) the Company is required to execute and do under this deed, or
- (b) 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 The Company 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 24.3, on the expiry of the Security Period (but not otherwise), the Security Trustee shall, at the request and cost of the Company, take whatever action is necessary to

- (a) release the Secured Assets from the security constituted by this deed, and
- (b) reassign the Secured Assets to the Company

23 ASSIGNMENT AND TRANSFER

23.1 Assignment by Security Trustee

- (a) At any time, without the consent of the Company, the Security Trustee may assign or transfer the whole or any part of the Security Trustee's rights and/or obligations under this deed to any person
- (b) The Security Trustee may disclose to any actual or proposed assignee or transferee any information about the Company, the Secured Assets and this deed that the Security Trustee considers appropriate

23.2 Assignment by Company

The Company may not assign any of its rights, or transfer any of its obligations, under this deed, or enter into any transaction that would result in any of those rights or obligations passing to another person

24. FURTHER PROVISIONS

- 24.1 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
- 24.2 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
- 24.3 Any release, discharge or settlement between the Borrower and/or the Company 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
 - (a) 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
 - (b) the Security Trustee may recover the value or amount of such security or payment from the Company subsequently as if the release, discharge or settlement had not occurred
- 24.4 A certificate or determination by the Security Trustee as to any amount for the time being due to it from the Company under this deed, the Guarantee and/or from the Borrower under the Secured Investor Loan Notes shall be, in the absence of any manifest error, conclusive evidence of the amount due
- 24.5 The rights and remedies of the Security Trustee conferred by this deed are cumulative, may be exercised as often as the Security Trustee considers

appropriate, and are in addition to its rights and remedies under the general law

- 24.6 Any waiver or variation of any right or remedy by the Security Trustee (whether arising under this deed or under the general law), or any consent given under this deed, is only be effective if it is in writing and signed by the waiving, varying or consenting party, and applies only in the circumstances for which it was given, and shall not prevent the party giving it from subsequently relying on the relevant provision
- 24.7 No act or course of conduct or negotiation by, or on behalf of, the Security Trustee shall, in any way, preclude the Security Trustee from exercising any right or remedy under this deed or constitute a suspension or variation of any such right or remedy
- 24.8 No delay or failure to exercise any right or remedy under this deed shall operate as a waiver of that right or remedy or constitute an election to affirm this deed. No election to affirm this deed on the part of the Security Trustee shall be effective unless it is in writing
- 24.9 No single or partial exercise of any right or remedy under this deed shall prevent any further or other exercise of that right or remedy, or the exercise of any other right or remedy under this deed
- 24.10 The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed
- 24.11 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this deed under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties
- 24.12 This deed may be executed and delivered in any number of counterparts each of which is an original and which together have the same effect as if each party had signed the same document

25. NOTICES

- 25.1 Each notice or other communication required to be given under, or in connection with, this deed shall be
- (a) in writing, delivered personally or sent by pre-paid first-class letter or fax, and
 - (b) sent
 - (i) to the Company at
Address Sandringham House, East Point Business Park, Sandy Lane
West, Oxford, Oxfordshire OX4 6LB
Attention Philip James Gowing
 - (ii) to the Security Trustee at
Address The Gatehouse, Melrose Hall, Cypress Drive, Cardiff
CF3 0EG
Attention Valerie Kendall and Alexander Smart

or to any other address or fax number as is notified in writing by one party to the other from time to time

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

- (a) if sent by fax, when received in legible form,
- (b) if given by hand, at the time of actual delivery, and
- (c) if posted, on the second Business Day after the day it was sent by pre-paid first-class post

A notice or other communication given as described in clause 25.2(a) or clause 25.2(b) 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

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

26 GOVERNING LAW AND JURISDICTION

26.1 This deed 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

26.2 The parties to this deed irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Security Trustee to take proceedings against the Company 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 that other jurisdiction.

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

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

EXECUTED and DELIVERED as a DEED by)
 TWELVE MARKETING SERVICES LIMITED)
 acting by GEORGE MATTHEW LORAND-JONES)
 a director in the presence of.)

M. N. S. G.

Witness signature [Signature]

Witness name. TOM KELLEHER

Address Capital Law
 Capital Building
 Tyndall Street
 Cardiff
 CF10 4AZ

Occupation SOLICITOR

EXECUTED and DELIVERED as a DEED by)
 WESTBRIDGE SME FUND LP)
 acting by WESTBRIDGE FUND MANAGERS)
 LIMITED, general partner, acting by)
 VALERIE KENDALL, a director)
 in the presence of)

[Signature]

Witness signature [Signature]

Witness name TOM KELLEHER

Address Capital Law
 Capital Building
 Tyndall Street
 Cardiff
 CF10 4AZ

Occupation. SOLICITOR