



Registration of a Charge

Company name: **AMISTHA BIDCO LIMITED**

Company number: **08312827**

Received for Electronic Filing: **11/03/2015**



X42X74ZE

Details of Charge

Date of creation: **04/03/2015**

Charge code: **0831 2827 0003**

Persons entitled: **ABN AMRO COMMERCIAL FINANCE PLC**

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

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

KIERAN CUMMINS



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8312827

Charge code: 0831 2827 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th March 2015 and created by AMISTHA BIDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th March 2015 .

Given at Companies House, Cardiff on 12th March 2015

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 4 MARCH 2015

THE COMPANIES LISTED IN SCHEDULE 1 (1)

and

ABN AMRO Commercial Finance PLC (2)

GUARANTEE AND DEBENTURE
in relation to a £6,000,000 Master Facilities Agreement

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PARTIES

- (1) **THE COMPANIES** whose respective names, registered numbers and registered offices are set out in Schedule 1; and
- (2) **ABN AMRO Commercial Finance PLC** (Company Number: 2281768) whose registered office is at Sheencroft House, Church Road, Haywards Heath, West Sussex, RH16 3SN.

THIS DEED WITNESSES THAT:**1 INTERPRETATION****1.1 Definitions**

In this deed, unless the context otherwise requires:

"ABN AMRO"

means ABN AMRO Commercial Finance PLC whose registered office is at Sheencroft House, Church Road, Haywards Heath, West Sussex, RH16 3SN with company number 2281768.

"Account"

means each account other than any Trust Account and/or the Receivables Account from time to time opened or maintained by a Security Obligor at such branch of the Account Bank as ABN AMRO may approve and all rights, benefits and proceeds in respect of such account.

"Account Bank"

means any bank with which a Security Obligor maintains a Receivables Account or one or more Accounts.

"Administrator"

means any person appointed under Schedule B1 Insolvency Act 1986 to manage a Security Obligor's affairs, business and property.

"Authority"

includes any statutory, public, local regulatory or other competent authority, the fire officer, and building regulation control officer, or any court, law or government department.

"Charged Assets"

means, in relation to a Security Obligor, all assets of that Security Obligor described in clauses 3.1 (*Security Obligor Fixed Charges*), 3.3 (*Assignment*) and 3.4 (*Floating Charges*) and in addition in relation to the Obligor all assets described in clause 3.2 (*Fixed Charge on Non-Vesting and Other Debts*).

"Collateral Instruments"

means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance.

"Debt"

has the meaning given to it in the Master Facilities Agreement.

"Default Rate"

has the meaning given to it in the Master Facilities Agreement.

"disposal"

includes any sale, lease, sub-lease, assignment or transfer, Encumbrance, the grant of an option or similar right, the grant of any easement, right or privilege, the grant of a licence or permission to assign or sublet, the creation of a trust or other equitable interest or any other proprietary right in favour of a third party, a sharing or parting with possession or occupation whether by way of licence or otherwise and the granting of access to any other person over any Intellectual Property, and any agreement or attempt to do any of the foregoing and "dispose" and "disposition" shall be construed accordingly.

"Encumbrance"

means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing.

"Enforcement Date"

means the date on which an Event of Default occurs and is Continuing as described in the Master Facilities Agreement or, if earlier, the date on which:

- (a) ABN AMRO receives from any person a notice of intention to appoint an Administrator in respect of a Security Obligor;
- (b) a Security Obligor requests ABN AMRO to appoint an Administrator or a Receiver;
- (c) an application is made for the appointment of an Administrator in respect of a Security Obligor;
- (d) a petition is presented for an administration order in respect of a Security Obligor;
or

- (e) an Administrator is appointed in relation to a Security Obligor.

"Environment"

means:

- (a) land, including, without limitation, surface land, sub-surface strata, sea bed and river bed under water (as defined in paragraph (b)) and natural and man-made structures;
- (b) water, including, without limitation, coastal and inland waters, surface waters, aquatic sediment, ground waters and water in drains and sewers;
- (c) air, including, without limitation, air inside buildings and other natural and man-made structures above or below ground; and
- (d) any living systems or organisms supported by the media set out in (a), (b) or (c) above.

"Environmental Claim"

means in relation to the Environment and Environmental Law any written claim, demand, suit or notice from a third party or any order of a court of competent jurisdiction, any suit, claim, demand or notice from any Environmental Regulator any charge or condition imposed by any Environmental Regulator, any notice served by any Environmental Regulator requiring Remediation or any written indication from any Environmental Regulator that a requirement to carry out Remediation will be imposed.

"Environmental Law"

means all European Community, national, state, federal, regional or local laws, common law, statutes, ordinances, directives, directions, regulations, notices, relevant clean-up standards, judgments, decrees or orders, codes of practice, the requirements and conditions of all Environmental Licences both express and implied, covenants, agreements, circulars, guidance notes (statutory or otherwise), judicial and administrative interpretations of each of the foregoing concerning (without limitation) the protection of human health or the Environment or the conditions of the workplace and worker health and safety and process safety, or the generation, transportation, storage, treatment or disposal of any Relevant Substance, as enacted, amended, replaced or supplemented from time to time.

"Environmental Licence"

means any permits, consents, licences, certificates, notices, filings, lodgements, agreements, directions, declarations, exemptions, variations, renewals and amendments and other authorisations and approvals required or provided under Environmental Law.

"Environmental Regulator"

means any governmental entity or other public or quasi-public authority or privatised utility having responsibility for any matters concerning the Environment or Environmental Law.

"Equipment"

means machinery, equipment, furniture, furnishings, fittings and fixtures and other tangible personal property (other than Inventory), including, without limitation, data processing hardware and software, motor vehicles, aircraft, dies, tools, jigs and office equipment, together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto wherever any of the foregoing is located and any other asset which would be treated as a fixed asset under GAAP.

"Event of Default"

has the meaning given to it in the Master Facilities Agreement.

"Finance Documents"

has the meaning given to it in the Master Facilities Agreement.

"Fixed Charge Assets"

means the assets of each Security Obligor described in clause 3.1 (*Security Obligor Fixed Charges*) and the assets of the Obligor described in clause 3.2 (*Fixed Charges on Non-Vesting and Other Debts*).

"Fixtures"

means, in relation to a Property or Scottish Property (as the case may be), all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items attached to that property, whether or not constituting a fixture at law.

"GAAP"

means accounting principles which are for the time being generally acceptable in the United Kingdom.

"Guarantee"

means, in relation to a Security Obligor, the obligations of that Security Obligor pursuant to clause 2.1(b) (*Covenant to pay; Guarantees*) and includes the obligations of that Security Obligor arising by virtue of clauses 2.2 (*Security Obligor as principal debtor: indemnity*) and 13 (*Continuing Security and Other Matters*).

"Incapacity"

means, in relation to a person, the insolvency, liquidation, dissolution, winding-up, administration, receivership, amalgamation, reconstruction or other incapacity of that person whatsoever (and, in the case of a partnership, includes the termination or change in the composition of the partnership).

"Indebtedness"

means any obligation for the payment or repayment of money, whether as principal or surety and whether present or future, actual or contingent.

"Insurances"

means, in relation to a Security Obligor, all present and future contracts or policies of insurance (including life assurance policies) taken out by that Security Obligor or in which that Security Obligor from time to time has an interest.

"Intellectual Property"

means all patents (including applications for and rights to apply for patents), trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, semi-conductor topography rights, database rights, copyrights, computer programs, know-how and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property including any renewals, revivals or extensions thereof and wherever in the world subsisting.

"Inventory"

means inventory, goods and merchandise, wherever located, raw materials, work-in-progress, finished goods, returned goods and materials and supplies of any kind, nature or description used in connection with a Security Obligor's business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and such other specified property, and all documents of title or other documents representing them.

"Leases"

means all agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property or Scottish Property (as the case may be) is subject from time to time and "Lease" shall be construed accordingly.

"Master Facilities Agreement"

means the master facilities agreement entered into between the Obligor and ABN AMRO on or around the date hereof pursuant to which certain asset based lending facilities and Debt purchase facilities are provided to the Obligor.

"Non-Vesting Debts"

means all and any Debts purportedly assigned to ABN AMRO pursuant to the Master Facilities Agreement but which do not, for any reason, vest absolutely and effectively in ABN AMRO from time to time.

"Obligors"

means each of the companies details of which are listed Schedule 1 Part 1 (*Obligors*) and "**Obligor**" means any one of them.

"Other Debts"

means (at all times excluding all and any Debts vesting in ABN AMRO pursuant to the Master Facilities Agreement and all and any Non-Vesting Debts, and in each case their Related Rights) book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights.

"Property"

means freehold and leasehold property wherever situate (other than any heritable property in Scotland), and includes all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same and **"Properties"** means all or any of the same, as the context requires.

"Receivables Account"

means the account with a Security Obligor's bank, financial institution or other person to which the proceeds of realisation of Other Debts are to be paid.

"Receiver"

means, in relation to a Security Obligor, any receiver and/or manager not being an administrative receiver (within the meaning of section 29(2) Insolvency Act 1986) appointed by ABN AMRO pursuant to clause 9.1 (*Appointment and powers of Receiver*).

"Receivership Assets"

has the meaning given to it in clause 9.1 (*Appointment and powers of Receiver*).

"Related Rights"

has the meaning given to it in the Master Facilities Agreement.

"Relevant Substance"

means any natural or artificial substance (in solid or liquid form or in the form of a gas or vapour) whether alone or in combination with any substance capable of causing harm to man or any other living organism supported by the Environment or damaging the Environment or public health or welfare including, but not limited to, any controlled, special, hazardous, toxic or dangerous waste.

"Remediation"

means any and all investigating, sampling, analysing, removing, remedying, cleaning-up, abating, containing or ameliorating the presence in or effect on the Environment of any contamination or pollution including, without limitation, the removal, treatment and disposal of material and the treatment and monitoring of ground waters and gases and

emissions to air and the obtaining of expert technical and legal advice (including all project management functions) in relation thereto.

"Rentals"

means all rents, profits, income, fees and other sums at any time and from time to time payable by any tenants, under-tenants or licencees to a Security Obligor pursuant to the terms of a Lease excluding any sums payable in respect of (a) services provided to tenants, under-tenants or licensees (b) insurance premiums and (c) reasonable professional fees and expenses.

"Scottish Floating Charge"

means the floating charge in Scottish form to be entered into by the Scottish Security Obligors in favour of ABN AMRO on or around even date herewith.

"Scottish Property"

means heritable and leasehold property situated in Scotland, and includes all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same and **"Scottish Properties"** means all or any of the same, as the context requires.

"Scottish Security Obligors"

means each of the companies details of which are listed in Schedule 1 Part 3 (*Scottish Security Obligors*) and any other company which subsequently becomes a party to this deed pursuant to a Supplemental Deed and **"Scottish Security Obligor"** means any one of them.

"Secured Obligations"

means all moneys, obligations and liabilities covenanted to be paid or discharged under or pursuant to clause 2.1 (*Covenant to pay; Guarantees*).

"Security Obligors"

means each of the companies details of which are listed in Schedule 1 Part 2 (*Security Obligors*), each Obligor, the Scottish Security Obligors and any other company which subsequently becomes a party to this deed pursuant to a Supplemental Deed and **"Security Obligor"** means any one of them.

"Securities"

means stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all interests (including but not limited to loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest, or otherwise in respect thereof.

"Specified Person"

means each or all, as the context requires, of each Security Obligor, its Subsidiaries, the occupier of any property from time to time and at any time owned, leased, occupied or otherwise used by such Security Obligor or any of its Subsidiaries or any of their respective officers.

"Subsidiary"

shall have the meaning given to it in Section 1159 Companies Act 2006.

"Supplemental Deed"

means a deed supplemental to this deed in form and substance satisfactory to ABN AMRO by virtue of which a company becomes bound by this deed in the capacity of a Security Obligor.

"Trust Account"

has the meaning given to it in the Master Facilities Agreement.

1.2 Successors and assigns

The expressions **"Obligor"**, **"Security Obligor"** and **"ABN AMRO"**, include, where the context admits, their respective successors, and, in the case of ABN AMRO, its transferees and assignees, whether immediate or derivative.

1.3 Headings

Clause headings and the Contents page are inserted for convenience of reference only and shall be ignored in the interpretation of this deed.

1.4 Construction of certain terms

In this deed, unless the context otherwise requires:

- (a) references to clauses and Schedules are to be construed as references to the clauses of, and the schedules to, this deed and references to this deed include its schedules;
- (b) references to (or to any specified provision of) this deed or any other document shall be construed as references to this deed, that provision or that document as in force for the time being and as amended, supplemented, replaced or novated in accordance with the terms thereof or, as the case may be, with the agreement of the relevant parties and (where such consent is, by the terms of this deed or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior written consent of ABN AMRO;
- (c) words importing the plural shall include the singular and vice versa;
- (d) references to a time of day are to London time;
- (e) references to **"assets"** include all or part of any business, undertaking, real property, personal property, uncalled capital and any rights (whether actual or contingent, present or future) to receive, or require delivery of, or otherwise in respect of, any of the foregoing;

- (f) references to a **"guarantee"** include references to an indemnity or other assurance against financial loss including, without limitation, an obligation to purchase assets or services as a consequence of a default by any other person to pay any indebtedness and **"guaranteed"** shall be construed accordingly;
- (g) references to a **"person"** shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any State or any of its agencies;
- (h) references to a **"regulation"** include any present or future regulation, rule, directive, requirement, request or guideline (whether or not having the force of law) of any agency, authority, central bank or government department or any self-regulatory or other national or supra-national authority;
- (i) references to any enactment shall be deemed to include references to such enactment as re-enacted, amended or extended; and
- (j) in relation to any relevant Property in Northern Ireland, references to the Law of Property Act 1925 shall be construed as references to the corresponding provisions of the Conveyancing and Law of Property Act 1881.

1.5 Master Facilities Agreement definitions

Unless the context otherwise requires or unless otherwise defined in this deed, words and expressions defined in the Master Facilities Agreement shall have the same meaning when used in this deed.

1.6 Conflicts and Priorities

The parties to the Deed agree that:

- (a) in the event of any conflict between the terms of this deed and the Master Facilities Agreement, the terms of the Master Facilities Agreement shall prevail; and
- (b) any mortgage, fixed charge or other fixed security which a Security Obligor creates in favour of ABN AMRO will have priority over any floating charge contained in this deed unless ABN AMRO states otherwise on or after its creation.

2 SECURED OBLIGATIONS

2.1 Covenant to pay: Guarantees

Each Security Obligor hereby:

- (a) covenants that it will on demand pay to ABN AMRO all moneys and discharge all obligations and liabilities now or hereafter due, owing or incurred by it to ABN AMRO whether express or implied, present, future or contingent, joint or several, incurred as principal or surety denominated in whatever currency or incurred on any banking account or in any manner whatsoever, including without limitation, all indebtedness under or pursuant to the Finance Documents when the same become due for payment or discharge and interest (as well after as before judgment) to date of payment at such rates and upon terms as may from time to

time be payable and all commission, fees, expenses and other charges and all legal and other costs when the same became due for payment or discharge; and

(b) irrevocably and unconditionally:

- (i) guarantees the due performance by each and every other Security Obligor of all its obligations to ABN AMRO including, without limitation, under or pursuant to the Finance Documents; and
- (ii) guarantees the payment of all moneys now or hereafter due, owing or incurred to ABN AMRO including, without limitation, under or pursuant to the Finance Documents by each other Security Obligor; and
- (iii) undertakes that, if for any reason any other Security Obligor fails to discharge any such obligation or to pay any such moneys, it shall immediately on demand by ABN AMRO discharge such obligation or, as the case may be, pay such moneys to ABN AMRO.

2.2 Security Obligor as principal debtor: indemnity

As a separate and independent stipulation:

- (a) each Security Obligor irrevocably and unconditionally agrees that if any purported obligation or liability of any other Security Obligor which would have been the subject of its Guarantee had it been valid and enforceable is not or ceases to be valid or enforceable against such other Security Obligor on any ground whatsoever whether or not known to ABN AMRO including, without limitation:
 - (i) any irregular exercise or absence of any corporate power;
 - (ii) any lack of authority of, or breach of duty by, any person purporting to act on behalf of such other Security Obligor;
 - (iii) any legal or other limitation, whether under the Limitation Acts or otherwise, any disability or Incapacity or any change in the constitution of such other Security Obligor,

it shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and it were a principal debtor in respect thereof; and

- (b) each Security Obligor hereby irrevocably and unconditionally agrees to indemnify and keep indemnified ABN AMRO against any loss or liability arising from any failure of a Security Obligor to perform or discharge any such purported obligation or liability of any Security Obligor to ABN AMRO or from any invalidity or unenforceability of any of the same against a Security Obligor.

2.3 Statements of account conclusive

Any statement of account of a Security Obligor, signed as correct by an officer of ABN AMRO, showing the amount of the Secured Obligations of that Security Obligor, shall, in the absence of manifest error, be binding and conclusive on and against all the Security Obligors.

2.4 Interest

Each Security Obligor agrees to pay interest on each amount demanded of it under its Guarantee from the date of such demand until payment (after as well as before judgment) at the Default Rate.

3 CHARGES

3.1 Fixed Charges

Each Security Obligor with full title guarantee, hereby charges to ABN AMRO as a continuing security for the payment and discharge of the Secured Obligations (such that each charge listed below is a separate charge in relation to each Security Obligor):

- (a) by way of legal mortgage, the Properties (if any) specified in Schedule 2 (*Properties*);
- (b) by way of equitable mortgage (to the extent not the subject of a legal mortgage by virtue of clause 3.1(a)) all present and future Properties now or from time to time hereafter owned by such Security Obligor or in which such Security Obligor may have an interest;
- (c) by way of first fixed charge, the Equipment (if any) specified in Schedule 3 (*Equipment*) and the benefit of all contracts and warranties relating to the same;
- (d) by way of first fixed charge, all Equipment (other than any property specified in Schedule 3 (*Equipment*) now or from time to time hereafter owned by such Security Obligor or in which such Security Obligor has an interest and the benefit of all contracts and warranties relating to the same;
- (e) by way of first fixed charge, all Securities now or from time to time hereafter owned by such Security Obligor or in which the Security Obligor has an interest;
- (f) by way of first fixed charge, all debts now or from time to time hereafter owned by such Security Obligor or in which such Security Obligor has an interest (whether originally owing to such Security Obligor or purchased or otherwise acquired by it) other than the Non-Vesting Debts and the Other Debts;
- (g) by way of first fixed charge any and all amounts from time to time standing to the credit of all present and future accounts of such Security Obligor with any bank, financial institution or other person including, without limitation, the Accounts;
- (h) by way of assignment, all moneys from time to time payable to such Security Obligor under or pursuant to the Insurances including without limitation the right to the refund of any premiums;
- (i) by way of first fixed charge, the proceeds of all other sums of money received by such Security Obligor, other than those specified in clauses 3.1(f), 3.1(g) and/or 3.1(h);
- (j) by way of first fixed charge, the goodwill and uncalled capital of such Security Obligor;

- (k) by way of first fixed charge, the Intellectual Property (if any) specified in Schedule 4 (*Intellectual Property*); and
- (l) by way of first fixed charge, all Intellectual Property (other than any Intellectual Property specified in Schedule 4 (*Intellectual Property*)), now or from time to time hereafter owned by the Security Obligor or in which the Security Obligor may have an interest.

3.2 Fixed Charges on Non-Vesting and Other Debts

The Obligor, with full title guarantee, hereby charges to ABN AMRO as a continuing security for the payment and discharge of the Secured Obligations (such that each charge listed below is a separate charge):

- (a) by way of first fixed charge, all its Non-Vesting Debts and their proceeds;
- (b) by way of first fixed charge, all Related Rights to all its Non-Vesting Debts;
- (c) by way of fixed charge, all its Other Debts now or from time to time hereafter owned by the Obligor or in which the Obligor has an interest (whether originally owing to the Obligor or purchased or otherwise acquired by it); and
- (d) by way of first fixed charge, the proceeds of collection of all its Other Debts and all moneys standing to the credit of the relevant Receivables Account.

3.3 Assignment

Each Security Obligor with full title, guarantee, hereby assigns to ABN AMRO absolutely:

- (a) the Rentals, together with the benefit of all rights and remedies of the Security Obligor relating to them; and
- (b) the goodwill of the business carried out at the Properties and the Scottish Properties,

subject to reassignment on payment and discharge in full of the Secured Obligations.

3.4 Floating Charges

Each Security Obligor with full title guarantee, hereby charges to ABN AMRO by way of first floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, including, without limitation, its Inventory other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clause 3.1 (*Security Obligor Fixed Charges*), clause 3.2 (*Fixed Charges on Non-Vesting and Other Debts*) and clause 3.3 (*Assignment*) or otherwise pursuant to this deed and including (without limitation and whether or not so effectively charged) any of its property, assets and rights situated in Scotland. In addition, the Scottish Security Obligor is to enter into the Scottish Floating Charge.

3.5 Qualifying Floating Charge

The provisions of paragraph 14 of Schedule B1 Insolvency Act 1986 apply to the floating charges in clause 3.4 (*Floating Charges*), which shall be enforceable at any time on or after the Enforcement Date.

3.6 Restrictions on dealing with Charged Assets

Each Security Obligor hereby covenants that it will not:

- (a) dispose of all or any of its Properties or the Scottish Properties in whole or in part;
- (b) dispose of all or any of the Equipment specified in Schedule 3 (*Equipment*) except for disposals for which ABN AMRO's consent has been requested in the form set out in Schedule 5 Part 1 (*Disposal of Charged Assets*) and expressly granted by ABN AMRO in the form set out in Schedule 5 Part 2 (*Form of letter of Request to dispose of Charged Assets*);
- (c) dispose of all or any of the other Fixed Charge Assets without the prior written consent of ABN AMRO;
- (d) dispose of its Inventory or any other Charged Asset the disposal of which is not otherwise restricted by the express terms of this deed otherwise than for full value in the ordinary course of business; and
- (e) create or attempt to create or permit to subsist in favour of any person other than ABN AMRO any Encumbrance on or affecting the Charged Assets or any part thereof except a lien arising by operation of law in the ordinary course of business over property other than land.

3.7 Automatic conversion of floating charge

So far as permitted by law and notwithstanding anything expressed or implied in this deed:

- (a) if a Security Obligor creates or attempts to create any Encumbrance over all or any of the Charged Assets without the prior written consent of ABN AMRO or if any person levies or attempts to levy any distress, execution, sequestration or other process or does or attempts to do any diligence in execution against any of the Charged Assets, the floating charge created by clause 3.4 (*Floating Charges*) over the Properties, Scottish Properties or asset concerned shall thereupon automatically without notice be converted into a fixed charge; and
- (b) the floating charges created by clause 3.4 (*Floating Charges*) shall automatically be converted into a fixed charge on the Enforcement Date.

3.8 Conversion of floating charge by notice

Notwithstanding anything expressed or implied in this deed but without prejudice to clause 3.7 (*Automatic conversion of floating charge*), ABN AMRO shall be entitled at any time by giving notice in writing to that effect to a Security Obligor to convert the floating charge created by that Security Obligor over all or any part of the Charged Assets into a fixed charge as regards the assets specified in such notice if ABN AMRO considers Charged Assets (whether or not those specified in such notice) 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 if ABN AMRO considers that crystallisation is required to protect the priority of the security created under this deed.

3.9 Land Registry

- (a) Each Security Obligor hereby consents to ABN AMRO's application to the Chief Land Registrar in form RX1 for the registration of the following restriction against each of the registered titles specified in Schedule 2 (*Properties*) (and against any title to any unregistered Property specified in Schedule 2 (*Properties*) which is or ought to be the subject of a first registration of title at the Land Registry at the date of this deed):

"RESTRICTION:

No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of ABN AMRO Commercial Finance Plc referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its attorney, director or secretary.";

- (b) In respect of any Property charged pursuant to clauses 3.1(a) and/or 3.1(b) title to which is registered at the Land Registry, each Security Obligor hereby represents and warrants that the security created by this deed does not contravene any of the provisions of the memorandum and articles of association or any other constitutional documents of such Security Obligor.

- (c) Each Security Obligor consents, and will procure the consent of the proprietor of any charge registered against any titles specified in Schedule 2 (*Properties*), to ABN AMRO's application to the Chief Land Registrar in form RX1 for the registration of the following restriction against such registered charges (and against any title to any unregistered Property specified in Schedule 2 (*Properties*) which is or ought to be the subject of a first registration at the Land Registry at the date of this deed).

"RESTRICTION:

No disposition by the proprietor of the registered charge dated [date] (referred to above) is to be registered without a written consent signed on behalf of ABN AMRO Commercial Finance PLC of Sheencroft House, Church Road, Haywards Heath, West Sussex, RH16 3SN by its attorney, director or secretary".

3.10 Further Advances

Any obligation on the part of ABN AMRO to make further advances to the Obligor under the Master Facilities Agreement shall be deemed to be incorporated in this deed for the purposes of section 94(1)(c) Law of Property Act 1925 and ABN AMRO may apply in form CH2 to the Chief Land Registrar to enter a note of such obligation on the register of each of the titles referred to in clause 3.9 (*Land Registry*).

3.11 The Securities

- (a) Each Security Obligor will if so requested in writing by ABN AMRO transfer all or any Securities from time to time owned by it to such nominees or agents as ABN AMRO may select.
- (b) Until the Enforcement Date ABN AMRO will:
 - (i) hold all dividends, distributions, interest and other moneys paid on and received by it in respect of any Securities for the account of the relevant Security Obligor and will, subject to any right of set-off and to clause 7.3 (*Enforcement in relation to Securities*), pay such dividends, distributions, interest and other moneys to such Security Obligor upon request; and
 - (ii) unless a Potential Default has occurred and is continuing ABN AMRO may exercise all voting and other rights and powers attached to any Securities as the relevant Security Obligor may from time to time in writing reasonably direct provided that ABN AMRO shall be under no obligation to comply with any such direction where compliance would, in ABN AMRO's opinion, be prejudicial to the security created by this deed.

4 SET-OFF

4.1 Set-off

Each Security Obligor hereby agrees that ABN AMRO may at any time without notice, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of its then existing accounts wheresoever situate (including the Receivables Account, the Accounts in the name of ABN AMRO or of such Security Obligor jointly with others), whether such accounts are current, deposit, loan or of any other nature whatsoever, whether they are subject to notice or not and whether they are denominated in sterling or in any other currency, and set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of the Secured Obligations which, to the extent not then payable, shall automatically become payable to the extent necessary to effect such set-off.

4.2 Purchase of currencies

For the purpose of clause 4.1 (*Set-off*), each Security Obligor authorises ABN AMRO to purchase with the moneys standing to the credit of such accounts such other currencies as may be necessary to effect such applications.

5 UNDERTAKINGS

5.1 Each Security Obligor hereby undertakes with ABN AMRO that during the continuance of this security such Security Obligor will and will procure that its Subsidiaries will:

(a) Master Facilities Agreement undertakings

- (i) Comply with the provisions of the Master Facilities Agreement (as if the same were set out in this deed *mutatis mutandis*) to the extent that such provisions are expressed to be binding on the Security Obligor.
- (ii) Each Security Obligor (other than the Obligors) hereby:-

- (A) gives the warranties and representations set out at conditions 4.1 to 4.6, 4.8 to 4.11 and 4.14 (*General Warranties and Representations*) inclusive of Schedule 1 (*Common Terms*) of the Master Facilities Agreement on the Commencement Date and for so long as any advances or facilities are outstanding under the Master Facilities Agreement;
- (B) gives the covenants set out at conditions 5.1, 5.2, 5.4, 5.5 and 5.6 (*General Covenants*) of Schedule 1 (*Common Terms*) of the Master Facilities Agreement;
- (C) gives the undertakings set out at 6.1, 6.4, 6.5, 6.6, 6.9 and 6.10 (*General Undertakings*) of Schedule 1 (*Common Terms*) of the Master Facilities Agreement;

as if the same were set out in this deed *mutatis mutandis* and references in those conditions to the "Obligor" are deemed to be references to the relevant Security Obligor and references to the "Agreement" are deemed to be references to this deed.

(b) Consents and licences

Obtain or cause to be obtained, maintain in full force and effect and comply in all material respects with the conditions and restrictions (if any) imposed in, or in connection with, every consent, authorisation, licence or approval of governmental or public bodies or authorities or courts and do, or cause to be done, all other acts and things which may from time to time be necessary or desirable under applicable law for the continued due performance of all its obligations under this deed.

(c) Non-Vesting Debts

In relation to the Obligors only, only deal with its Non-Vesting Debts and the proceeds thereof and the Related Rights thereto as if they had been assigned to ABN AMRO under the Master Facilities Agreement and in particular will not bank or deal with any payments in respect of any of its Non-Vesting Debts except in accordance with the Master Facilities Agreement.

(d) Other Debts

- (i) In relation to each of the Obligors only, collect in the ordinary course of its business as agent for ABN AMRO in a proper and efficient manner and pay into the Receivables Account or the Account(s) or such other account as ABN AMRO may from time to time specify all moneys which it may receive in respect of its Other Debts forthwith on receipt, the Obligor acknowledging that it may not, without the prior written consent of ABN AMRO, withdraw any such moneys from such account or compromise, compound, vary, discharge, postpone or release any of its Other Debts or waive its right of action in connection therewith or do or omit to do anything which may delay or prejudice the full recovery thereof, other than granting extensions to normal trade credit in accordance with the Obligor's reasonable and prudent management of its debtors on a normal commercial basis.

- (ii) Execute an assignment of the Security Obligor's Other Debts in favour of ABN AMRO in such form as ABN AMRO requires.

(e) Deposit of deeds

Deposit with ABN AMRO (to be held at the risk of such Security Obligor):

- (i) all deeds and documents of title relating to its Properties or the Scottish Properties and the Insurances relating thereto;
- (ii) promptly upon ABN AMRO's request, all certificates and documents of title relating to the Securities owned by it and such undated deeds of transfer in blank and other documents as ABN AMRO may from time to time require for perfecting the title of ABN AMRO to such Securities (duly executed by or signed on behalf of the registered holder) or for vesting or enabling it to vest the same in itself or its nominees or in any purchaser; and
- (iii) all such other documents relating to its Charged Assets as ABN AMRO may from time to time require.

(f) Conduct of business

- (i) Conduct and carry on its business in a proper and efficient manner and keep or cause or procure to be kept proper books of account and not make any material alteration in the nature or mode of conduct of any such business; and
- (ii) maintain its centre of main interests (within the meaning of the EC Insolvency Regulation) in England and Wales and shall not otherwise diminish in or direct from England and Wales the substantive management and control of its business or any of its Properties or its Scottish Properties.

(g) Compliance with covenants etc

Observe and perform all covenants, requirements and obligations from time to time imposed on, applicable to or otherwise affecting its Charged Assets and/or the use, ownership, occupation, possession, operation, repair, maintenance or other enjoyment or exploitation of its Charged Assets whether imposed by statute, law or regulation, contract, lease, licence, grant or otherwise, carry out all registrations or renewals and generally do all other acts and things (including the taking of legal proceedings) necessary or desirable to maintain, defend or preserve its right, title and interest to and in its Charged Assets without infringement by any third party and not without the prior written consent of ABN AMRO (such consent not to be unreasonably withheld or delayed) enter into any onerous or restrictive obligations affecting any of the same or agree any rent review relating to any interest in any of its Properties or its Scottish Properties.

(h) Alteration or development of Properties

Not make any structural or material alteration to or to the user of any of the Properties or the Scottish Properties or do or permit to be done anything which is a "development" within the meaning of the Town and Country Planning Acts for

the time being in force or any orders or regulations under such acts or do or permit or omit to be done any act, matter or thing as a consequence of which any provision of any statute, bye-law, order or regulation or any condition of any consent, licence, permission or approval (whether of a public or private nature) from time to time in force imposed on, applicable to or otherwise affecting any of the Properties or the Scottish Properties is or may be infringed.

(i) Maintenance of buildings and Equipment

- (i) Keep all its buildings and Equipment in good and substantial repair and in good working order and condition and permit ABN AMRO and its agents or representatives to enter and view their state and condition; and
- (ii) Upon request by ABN AMRO, affix to the Equipment listed in Schedule 3 (*Equipment*) a prominent and fireproof notice stating that the Equipment in question is charged to ABN AMRO by way of fixed charge.

(j) Insurance

- (i) Insure and keep insured its Properties, or the Scottish Properties, Equipment and all other tangible assets of an insurable nature at its own expense to the full replacement or reinstatement value thereof from time to time (including, where applicable, the cost of demolition and site clearance, architects', surveyors' and other professional fees and incidental expenses in connection with replacement or reinstatement) against loss or damage (including loss of rent and profits) by fire, storm, lightning, explosion, riot, civil commotion, malicious damage, impact, flood, burst pipes, aircraft and other aerial devices or articles dropped therefrom and such other risks and contingencies as ABN AMRO shall from time to time request;
- (ii) maintain third party and public liability insurance and such other insurance as are normally maintained by prudent companies carrying on businesses similar to those of such Security Obligor;
- (iii) duly and promptly pay all premiums and other moneys necessary for effecting and keeping up such insurances and on demand produce to ABN AMRO the relevant policies and evidence of such payments and comply in all other respects with the terms and conditions of the relevant policies including without limitation any stipulations or restrictions as to the use and/or operation of any asset;
- (iv) all Insurances shall be effected with insurers approved by ABN AMRO in writing and with the interest of ABN AMRO noted on the policy (or, if ABN AMRO so requires, in the joint names of each Security Obligor and ABN AMRO) and with the policy containing such provisions for the protection of ABN AMRO as ABN AMRO may require;
- (v) in the case of any Property or the Scottish Property held under a lease the terms of which prohibit the Security Obligor from complying with the obligations referred to in clause 5.1(j)(i) (*Insurance*) procure (where it is empowered to do so) or otherwise use all reasonable efforts to procure the maintenance by the landlord (or other third party) of such insurance obligations in accordance with the provisions of the relevant lease.

(k) Enforcement of Leases

Enforce the prompt payment of all Rentals payable by any tenant, licensee or occupant of all or any part of the Property or the Scottish Property and ensure that such tenant, licensee or occupant complies with all of the terms of the Lease under which he leases or occupies the Property, as the case may be.

(l) Assignment of Rentals

If and for so long as the whole or any part of the Property or the Scottish Property is from time to time let, leased or licensed;

- (i) give irrevocable instructions in such form as ABN AMRO may from time to time require, to any person employed by the relevant Security Obligor to manage the Property or the Scottish Property, instructing such person to collect the Rentals, to pay them to such account as ABN AMRO may require and to provide such information in respect of the Rentals as ABN AMRO may require and cause any such person to sign and deliver to ABN AMRO an acknowledgement and agreement in such form as ABN AMRO may reasonably require acknowledging to ABN AMRO that it has received such instructions and agrees to comply with them;
- (ii) if so required by ABN AMRO, appoint such person as ABN AMRO, acting reasonably, may approve or specify to manage the Property or the Scottish Property as the case may be and to collect the Rentals or remove any person so acting and appoint another person instead on terms approved by ABN AMRO;
- (iii) promptly if called upon to do so by ABN AMRO, at the Security Obligor's expense deliver to ABN AMRO such particulars as to the amount and nature of the Rentals (including, without limitation, the identity and addresses of the tenants, under-tenants or licensees) as ABN AMRO may from time to time require;
- (iv) not without the prior consent of ABN AMRO, remove or suspend any person engaged in the management of the Property or Scottish Property (as the case may be) or appoint another person to manage the Property or Scottish Property (as the case may be) except as provided under clause 5.1(i) (*Maintenance of buildings and Equipment*); and
- (v) if so required by ABN AMRO, at the relevant Security Obligor's expense, serve written notice on the tenants, under-tenants or licensees of the Property or Scottish Property (as the case may be) requiring them to pay all Rentals payable by them in the future to the Property or Scottish Property (as the case may be) to ABN AMRO or as ABN AMRO may direct.

(m) Property outgoings

Punctually pay, or cause to be paid, and indemnify ABN AMRO and any Receiver or Administrator (on a several basis) against, all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether imposed by agreement, statute or otherwise) now or at any time during the continuance of this security payable in respect of its Properties or Scottish

Property (as the case may be) or any part thereof or by the owner or occupier thereof.

(n) Possession of Properties

Without prejudice to the generality of clause 3.6(a) (*Restrictions on dealing with Charged Assets*), not without the prior written consent of ABN AMRO part with possession of the whole or any part of its Properties and/or Scottish Properties or permit any person:

- (i) to be registered (jointly with such Security Obligor or otherwise) as proprietor under the Land Registration Acts or otherwise of any of its Properties or Scottish Properties nor create or permit to arise any unregistered interests which override first registration or registered dispositions affecting the same within the definition in those acts or within any corresponding legislation in any other part of the United Kingdom; or
- (ii) to become entitled to any right, easement, covenant, interest or other title encumbrance which might adversely affect the use, value or marketability of any of its Properties or Scottish Properties.

(o) Variation of leasehold interests

Not without the prior written consent of ABN AMRO vary, surrender, cancel or dispose of, or permit to be forfeit, any leasehold interest in any of its Properties or Scottish Properties.

(p) Acquisition of property

Immediately inform ABN AMRO before contracting to purchase any estate or interest in freehold, leasehold or heritable property and supply ABN AMRO with such details of the purchase as ABN AMRO may from time to time request.

(q) Environmental Law and Licences

Obtain and maintain in full force and effect and comply with all Environmental Law and Environmental Licences applicable to its business and the business of all other Specified Persons and promptly on receipt provide ABN AMRO with copies of all such Environmental Licences and the terms and conditions thereof and any variations or amendments thereto.

(r) Environmental Claims and Obligations

Promptly on becoming aware of it inform ABN AMRO of any material Environmental Claim which is made or threatened against it or any other Specified Person and of any requirement which is imposed pursuant to any Environmental Licence or Environmental Law which requires such Security Obligor or any other Specified Person to make any material investment or capital expenditure or to take or desist from taking any action in either case in respect of any of the Charged Assets in order to comply with Environmental Law or such Environmental Licence.

(s) Access

Procure that ABN AMRO and its agents or representatives are allowed access at reasonable times to inspect its Properties and, where ABN AMRO reasonably believes it to be necessary, to require testing or the taking of samples at the expense of such Security Obligor to verify its compliance with Environmental Law applicable to it and/or its Environmental Licences.

(t) Relevant Substances

Notify ABN AMRO forthwith upon becoming aware of any Relevant Substance present at, on or under or brought on to any of its Properties or Scottish Properties which might give rise to any Environmental Claim, or which might lead to or cause a change in value of any of its Properties or any of its Charged Assets.

(u) Intellectual Property

Without prejudice to the generality of clause 5.1(g) (*Compliance with Covenants etc*)

- (i) take all necessary action to safeguard, prosecute and maintain its rights, present and future, in or relating to all its Intellectual Property including, without limitation, observing all covenants and stipulations relating thereto and paying all applicable application and renewal fees, licence fees and other outgoings;
- (ii) use all reasonable efforts to effect registration of applications for registration of any registered design, patent, trade mark and service mark and keep ABN AMRO informed of events relevant to any such application and not without the prior consent in writing of ABN AMRO permit any Intellectual Property to be abandoned or cancelled, to lapse or to be liable to any claim of abandonment for non-use or otherwise;
- (iii) notify ABN AMRO forthwith of any infringement or suspected infringement or any challenge to the validity of any of its Intellectual Property which may come to its notice, supply ABN AMRO with all information in its possession relating thereto and take all steps necessary to prevent or bring to an end any such infringement and to defend any challenge to the validity of any such rights.

(v) Copies of notices

Notify ABN AMRO forthwith if it receives any notice, order, permission or proposal issued or sent by any person or Authority in connection with the Property or Scottish Property (as the case may be) including, without limitation, any notice under Section 146 Law of Property Act 1925 and at that Security Obligor's own cost take all reasonable steps to comply with or make, or join with ABN AMRO in making, such objections or representations against or in respect of any such notice, order or proposal as ABN AMRO shall direct and defend or settle any proceedings as ABN AMRO shall direct.

(w) Jeopardy

Not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of its Charged Assets.

5.2 Power to remedy

If a Security Obligor defaults at any time in complying with any of its obligations contained in this deed, ABN AMRO shall, without prejudice to any other rights arising as a consequence of such default, be entitled (but not bound) to make good such default and such Security Obligor hereby irrevocably authorises ABN AMRO and its employees and agents by way of security to do all such things (including, without limitation, entering such Security Obligor's property) necessary or desirable in connection therewith. Any moneys so expended by ABN AMRO shall be repayable by such Security Obligor to ABN AMRO on demand together with interest at the Default Rate from the date of payment by ABN AMRO until such repayment, both before and after judgment. No exercise by ABN AMRO of its powers under this clause 5.2 shall make it liable to account as a mortgagee in possession.

6 FURTHER ASSURANCE

6.1 Further assurance

Each Security Obligor shall if and when at any time required by ABN AMRO (acting reasonably) execute such further Encumbrances and assurances in favour or for the benefit of ABN AMRO and do all such acts and things as ABN AMRO shall from time to time require over or in relation to all or any of the Charged Assets to:

- (a) secure the Secured Obligations;
- (b) perfect or protect ABN AMRO's security over the Charged Assets or any part thereof;
- (c) facilitate the realisation of the same; and
- (d) to give effect to the terms of this deed.

6.2 Certain documentary requirements

Such further Encumbrances and assurances shall be prepared by or on behalf of ABN AMRO at the expense of the Obligor (such expenses to be reasonably and properly incurred) and shall contain:

- (a) an immediate power of sale without notice;
- (b) a clause excluding section 93 Law of Property Act 1925 and the restrictions contained in section 103 Law of Property Act 1925; and
- (c) such other clauses for the benefit of ABN AMRO as ABN AMRO may require (acting reasonably).

6.3 Implied Covenants

The provisions of clauses 6.1 (*Further assurance*) and 6.2 (*Certain documentary requirements*) shall be in addition to and not in substitution for the covenants for further

assurance deemed to be included in this deed by virtue of the Law of Property (Miscellaneous Provisions) Act 1994.

7 ENFORCEMENT

7.1 Enforcement

- (a) At any time on or after the Enforcement Date ABN AMRO shall be entitled to make demand for payment of the Secured Obligations and, if such demand is not met in full, to enforce the Security (in whole or in part) created by this deed.
- (b) Without limitation to any other or subsequent rights that ABN AMRO may have to enforce the security contained in this deed (in whole or in part), if ABN AMRO waives an Event of Default in writing it shall be deemed to have agreed not to enforce this security in relation to the specific occurrence of that specific Event of Default.

7.2 Powers of ABN AMRO on enforcement

At any time on or after the Enforcement Date ABN AMRO may, without further notice, without the restrictions contained in section 103 Law of Property Act 1925 and whether or not an Administrator or a Receiver shall have been appointed, exercise all the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this deed and all the powers and discretions conferred by this deed on a Receiver either expressly or by reference.

7.3 Enforcement in relation to Securities

Without limiting the generality of clause 7.2 (*Powers of ABN AMRO on enforcement*) ABN AMRO and its nominees at the discretion of ABN AMRO may at any time on or after the Enforcement Date exercise, without further notice to or any authority from the Security Obligor, in respect of the Securities any voting rights and all powers given to trustees by the Trustee Act 2000 in respect of securities or property subject to a trust and any powers or rights which may be exercisable by the person in whose name any of the Securities is registered or by the bearer thereof for the time being.

7.4 Subsequent Encumbrances

If ABN AMRO receives notice of any subsequent Encumbrance affecting all or any of the Charged Assets, ABN AMRO may open a new account for the Security Obligor concerned. If it does not do so then, unless ABN AMRO gives express written notice to the contrary to the Security Obligor concerned, it shall nevertheless be treated as if it had opened a new account at the time when it received such notice and as from that time all payments made by or on behalf of the Security Obligor concerned to ABN AMRO shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from that Security Obligor to ABN AMRO at the time when it received such notice.

7.5 Statutory power of leasing

ABN AMRO shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as ABN AMRO shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 Law of Property Act 1925.

7.6 Fixtures

At any time on or after the Enforcement Date or if requested by a Security Obligor ABN AMRO may sever, and sell separately, any Fixtures from any of the Security Obligor's Properties or Scottish Properties to which they are attached.

8 APPOINTMENT OF ADMINISTRATOR

At any time on or after the Enforcement Date ABN AMRO may appoint an Administrator of the Security Obligor for the purposes and upon the terms contained in Schedule B1 Insolvency Act 1986.

9 APPOINTMENT AND POWERS OF RECEIVER

9.1 Appointment

At any time on or after the Enforcement Date ABN AMRO may, save as mentioned in this clause 9.1, by instrument in writing executed as a deed or under the hand of any director or other duly authorised officer appoint any person to be a Receiver of such part of the Charged Assets of a Security Obligor, not being the whole or substantially the whole of that Security Obligor's property within the meaning of section 29 Insolvency Act 1986 as ABN AMRO may specify (the "**Receivership Assets**"). Any such appointment may be made subject to such qualifications, limitations and/or exceptions (either generally or in relation to specific assets or classes of asset) as may be specified in the instrument effecting the appointment. Where more than one Receiver is appointed, each joint Receiver shall have power to act severally, independently of any other joint Receivers, except to the extent that ABN AMRO may specify to the contrary in the appointment. ABN AMRO may remove any Receiver so appointed and appoint another in his place. ABN AMRO shall not, however, be entitled to appoint a Receiver solely as a result of the obtaining of a moratorium or of anything done with a view to obtaining a moratorium, under the Insolvency Act 2000 without the leave of the court.

9.2 Receiver as agent

A Receiver shall be the agent of the Security Obligor in respect of which he is appointed and such Security Obligor shall be solely responsible for his acts or defaults and for his remuneration.

9.3 Powers of Receiver

A Receiver shall have the power to do or omit to do on behalf of the Security Obligor in respect of which he is appointed anything which the Security Obligor itself could do or omit to do if the Receiver had not been appointed, notwithstanding the liquidation of the Security Obligor. In particular (but without limitation) a Receiver shall have power to:

- (a) take possession of, collect and get in the Receivership Assets and, for that purpose, to take such proceedings as may seem to him expedient;
- (b) sell or otherwise dispose of the Receivership Assets by public auction or private auction or private contract or, in Scotland, to sell, feu, hire out or otherwise dispose of the Receivership Assets by public roup or private bargain;
- (c) raise or borrow money and grant security therefor over the Receivership Assets;

- (d) appoint a solicitor or accountant or other professionally qualified person to assist him in the performance of his functions;
- (e) bring or defend any action or other legal proceedings in the name and on behalf of the Security Obligor;
- (f) refer to arbitration any question affecting the Security Obligor;
- (g) effect and maintain insurances in respect of the business, Properties and Scottish Properties of the Security Obligor;
- (h) use the Security Obligor's seal;
- (i) do all acts and to execute in the name and on behalf of the Company any deed, receipt or other document;
- (j) draw, accept, make and endorse any bill of exchange or promissory note in the name and on behalf of the Security Obligor;
- (k) appoint any agent to do any business which he is unable to do himself or which can more conveniently be done by an agent and employ and dismiss employees;
- (l) do all such things (including the carrying out of works) as may be necessary for the realisation of the Receivership Assets;
- (m) make any payment which is necessary or incidental to the performance of his functions;
- (n) carry on the business of the Security Obligor;
- (o) establish Subsidiaries of the Security Obligor;
- (p) transfer to Subsidiaries of the Security Obligor the whole or any part of the business or Receivership Assets;
- (q) grant or accept a surrender of a lease or tenancy of any of the Receivership Assets and to take a lease or tenancy of any properties required or convenient for the business of the Security Obligor;
- (r) make any arrangement or compromise on behalf of the Security Obligor in respect of the Receivership Assets;
- (s) call up any uncalled capital of the Security Obligor;
- (t) rank and claim in the bankruptcy, insolvency, sequestration or liquidation of any person indebted to the Security Obligor and to receive dividends, and to accede to trust deeds for the creditors of any such person.

The Receiver shall also have all powers from time to time conferred on receivers by statute without, in the case of powers conferred by the Law of Property Act 1925, the restrictions contained in Section 103 of that Act.

9.4 Remuneration

ABN AMRO may from time to time determine the remuneration of any Receiver and section 109(6) Law of Property Act 1925 shall be varied accordingly. A Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm.

9.5 Insurance moneys

Any insurance moneys received by a Receiver shall be applied in accordance with clause 10.2 (*Insurance proceeds*) and accordingly section 109(8) Law of Property Act 1925 shall not apply.

10 APPLICATION OF PROCEEDS; PURCHASERS

10.1 Application of proceeds

All moneys received by ABN AMRO or by any Receiver shall, subject to clause 13.5 (*Suspense accounts*), be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the Secured Obligations, in or towards satisfaction of the Secured Obligations in such manner as ABN AMRO may from time to time determine.

10.2 Insurance proceeds

All insurance moneys (including any received by a Receiver) deriving from any of the Insurances (whether before or after the Enforcement Date) shall be paid to ABN AMRO (or if not paid by the insurers directly to ABN AMRO shall be held on trust for ABN AMRO) and shall be applied:

- (a) unless a Potential Default or an Event of Default shall have occurred and be Continuing, in replacing, restoring or reinstating the property or assets destroyed, damaged or lost (any deficiency being made good by the Security Obligor which owned the same); or
- (b) if a Potential Default or an Event of Default has occurred and is Continuing, in reduction of the Secured Obligations in such manner and order as ABN AMRO may determine except where the Security Obligor concerned is required (as landlord or tenant) to apply such insurance moneys in accordance with any lease of any of the Charged Assets in which event they shall be so applied.

10.3 Protection of purchasers

No purchaser or other person shall be bound or concerned to see or enquire whether the right of ABN AMRO or any Administrator or Receiver to exercise any of the powers conferred by this deed has arisen or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.

11 INDEMNITIES; EXCLUSION OF LIABILITY; COSTS AND EXPENSES

11.1 Enforcement costs

The Security Obligor's hereby jointly and severally undertake with ABN AMRO to pay on demand all costs, charges and expenses incurred by or on behalf of ABN AMRO or by any Administrator or Receiver in or about the enforcement or preservation or attempted enforcement or preservation of any of the security created by or pursuant to this deed or any of the Charged Assets on a full indemnity basis, together with interest at the Default Rate from the date on which such costs, charges or expenses are so incurred until the date of payment by a Security Obligor (as well after as before judgment).

11.2 No liability as mortgagee in possession

Neither ABN AMRO nor any Administrator nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever for which a mortgagee may be liable as such.

11.3 Recovery of Non-Vesting and Other Debts

Neither ABN AMRO nor any Administrator nor any Receiver shall have any liability or responsibility of any kind to any Security Obligor arising out of the exercise or non-exercise of the right to enforce recovery of the Non-Vesting and Other Debts or shall be obliged to make any enquiry as to the sufficiency of any sums received in respect of any Non-Vesting and Other Debts or to make any claims or take any other action to collect or enforce the same.

11.4 Indemnity

Each Security Obligor hereby undertakes to indemnify and keep indemnified ABN AMRO, any Administrator or Receiver and any attorney, agent or other person appointed by ABN AMRO under this deed and ABN AMRO's officers and employees (each an "Indemnified Party") in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, tort or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against, any of the Indemnified Parties (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of:

- (a) anything done or omitted in the exercise or purported exercise of the powers contained in this deed; or
- (b) any breach by a Security Obligor of any of its obligations under this deed; or
- (c) an Environmental Claim made or asserted against an Indemnified Party,

which would not have arisen if this deed had not been executed and which was not caused by the gross negligence or wilful default of the relevant Indemnified Party.

11.5 Third Party Contract Rights

- (a) Each Indemnified Party referred to in clause 11.4 (*Indemnity*) shall have the benefit and may enforce the terms of this deed in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
- (b) Subject to clause 11.5(a) (*Third Party Contract Rights*), a person who is not a party to this deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this deed.
- (c) Notwithstanding clause 11.5(a) (*Third Party Contract Rights*) or any other provision of this deed, ABN AMRO and the Obligors shall be entitled to agree variations to this deed without notifying the other Indemnified Parties or seeking the consent of such Indemnified Parties or any of them to the variation.

11.6 Value Added Tax

All fees, costs and expenses payable under or pursuant to this deed shall be paid together with an amount equal to any value added tax payable by ABN AMRO in respect of the same. Any value added tax chargeable in respect of any services supplied by ABN AMRO under this deed shall, on delivery of a value added tax invoice, be paid in addition to any sum agreed to be paid under this deed.

12 POWER OF ATTORNEY

12.1 Appointment

Each Security Obligor by way of security hereby irrevocably appoints each of ABN AMRO and any Receiver severally to be its attorney in its name and on its behalf:

- (a) to do all things which the Security Obligor may be required to do under this deed;
- (b) to execute and complete any documents or instruments which ABN AMRO or such Receiver may require for perfecting the title of ABN AMRO to the Charged Assets or for vesting the same in ABN AMRO, its nominees or any purchaser;
- (c) to sign, execute, seal and deliver and otherwise perfect any further security document referred to in clause 6 (*Further assurance*); and
- (d) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on ABN AMRO or a Receiver under this deed or which may be deemed expedient by ABN AMRO or a Receiver in connection with any disposition, realisation or getting in by ABN AMRO or such Receiver of the Receivership Assets or in connection with any other exercise of any power under this deed and including, but not limited to a power in favour of any Receiver to dispose for value of any of the assets of that Security Obligor over which such Receiver may not have been appointed and which are located at a Property or Scottish Property (as the case may be) over which he has been appointed, without being liable for any losses suffered by Security Obligor, or any part thereof.

12.2 Ratification

Each Security Obligor ratifies and confirms (and agrees to do so) whatever any such attorney of it shall do, or attempt to do, in the exercise of all or any of the powers, authorised and discretions pursuant to clause 12.1 (*Appointment*).

13 CONTINUING SECURITY AND OTHER MATTERS

13.1 Continuing security

This deed and the obligations of each Security Obligor under this deed (including, without limitation, the Guarantees) shall extend to the ultimate balance from time to time owing in respect of the Secured Obligations and shall be a continuing security notwithstanding any intermediate payment, partial settlement or other matter whatsoever.

13.2 Liability unconditional

The liability of each Security Obligor shall not be affected nor shall any Guarantee be discharged or reduced by reason of:

- (a) the Incapacity or any change in the name, style or constitution of any other Security Obligor or other person liable;
- (b) ABN AMRO granting any time, indulgence or concession to, or compounding with, discharging, releasing or varying the liability of any other Security Obligor or any other person liable; or
- (c) any amendment, variation or waiver (however material or fundamental and whether it increases a Security Obligor's liability to ABN AMRO or otherwise) of the Finance Documents; or
- (d) any act or omission which would not have discharged or affected the liability of such Security Obligor had it been a principal debtor instead of a guarantor or anything done or omitted which but for this provision might operate to exonerate such Security Obligor.

13.3 Collateral Instruments

ABN AMRO shall not be obliged to make any claim or demand on any Security Obligor or any other person liable or to resort to any Collateral Instrument or other means of payment before enforcing this deed and no action taken or omitted in connection with any such Collateral Instrument or other means of payment shall discharge, reduce, prejudice or affect the liability of any Security Obligor (including, without limitation, the liability of the Security Obligors under the Guarantees). ABN AMRO shall not be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any such Collateral Instrument or other means of payment.

13.4 Waiver of Companies' rights

Until all the Secured Obligations have been paid, discharged or satisfied in full (and notwithstanding payment of a dividend in any liquidation or under any compromise or arrangement or the discharge by any Security Obligor of its liability under its Guarantee) each Security Obligor agrees that without the prior written consent of ABN AMRO it will not:

- (a) exercise any rights of subrogation, contribution or indemnity against any Obligor, any other Security Obligor or any other person liable;
- (b) demand or accept any Collateral Instrument to be executed in respect of any of its obligations under this deed or any other Indebtedness now or hereafter due to such Security Obligor from any Obligor, any other Security Obligor or any other person liable;
- (c) take any step to enforce any right against any Obligor, any other Security Obligor or any other person liable in respect of any such Secured Obligations;
- (d) negotiate, assign, charge or otherwise dispose of any monies, obligations or liabilities now or at any future time due or owing to it by any Obligor, any other Security Obligor or any person party to any Encumbrance held or to be held as security for any of the Secured Obligations or any Encumbrance, guarantee, indemnity or other assurance in respect thereof;
- (e) exercise any right of set-off or counter-claim against any Obligor, any other Security Obligor or any other person liable; or
- (f) unless it does so following and in accordance with the prior written direction of ABN AMRO claim or prove or vote as a creditor in competition with ABN AMRO in the liquidation, administration or other insolvency proceeding of any Obligor, any other Security Obligor or any other person liable or have the benefit of, or share in, any payment from or composition with, any other Security Obligor or any other person liable or any Collateral Instrument now or hereafter held by ABN AMRO for any obligations or liabilities of any Obligor, any other Security Obligor or any other person liable,

and the Security Obligors agree that if any Security Obligor receives any sums in contravention of this clause 13.4 (*Waiver of Companies' rights*) or following compliance with any direction under clause 13.4(e) (*Waiver of Companies' rights*) it shall hold them on trust for ABN AMRO, separately of its own monies, to be applied by ABN AMRO in or towards satisfaction of the secured obligations in such order or manner as ABN AMRO may specify.

13.5 Suspense accounts

Any money received in connection with a Guarantee or pursuant to the realisation of any security created pursuant to this deed (whether before or after any Incapacity of a Security Obligor or any other person liable) may be placed to the credit of an interest-bearing suspense account with a view to preserving the rights of ABN AMRO to prove for the whole of its claims against the Companies or any other person liable.

13.6 Settlements Conditional

Any release, discharge or settlement between any one or more of the Companies and ABN AMRO shall be conditional upon no security, disposition or payment to ABN AMRO by any of the Security Obligors or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition is not fulfilled ABN AMRO shall be entitled to enforce this deed as if such release, discharge or settlement had not occurred and any such payment had not been made.

13.7 Security Obligors to deliver up certain property

If, contrary to clause 13.4 (*Waiver of Companies' rights*), any Security Obligor takes or receives the benefit of any security or receives or recovers any money or other property, such security, money or other property shall be held on trust for ABN AMRO and shall be delivered to ABN AMRO on demand.

14 CURRENCIES

All moneys received or held by ABN AMRO or by a Receiver under this deed at any time on or after the Enforcement Date in a currency other than a currency in which the Secured Obligations are denominated may from time to time be sold for such one or more of the currencies in which the Secured Obligations are denominated as ABN AMRO or such Receiver considers necessary or desirable and each Security Obligor shall jointly and severally indemnify ABN AMRO against the full cost (including all commissions, charges and expenses) incurred in relation to such sale. Neither ABN AMRO nor any Receiver shall have any liability to any Security Obligor in respect of any loss resulting from any fluctuation in exchange rates after any such sale.

15 MISCELLANEOUS

15.1 Joint and several liabilities

The covenants, agreements, obligations and liabilities of the Security Obligors contained in this deed or implied on their part are joint and several and shall be construed accordingly.

15.2 Liabilities survive deficiencies and releases

Each Security Obligor agrees to be bound by this deed notwithstanding that any person intended to execute or to be bound by this deed may not do so or may not be effectually bound and notwithstanding that any guarantees or charges contained in this deed may be terminated or released or may be or become invalid or unenforceable against any other Security Obligor whether or not the deficiency is known to ABN AMRO.

15.3 Remedies Cumulative

No failure or delay on the part of ABN AMRO to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

15.4 Statutory power of leasing

During the continuance of this security the statutory and any other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by any Security Obligor in relation to the Charged Assets or any part thereof.

15.5 Successors and assigns

Any appointment or removal of a Receiver under clause 9 (*Appointment and powers of Receiver*) and any consents under this deed may be made or given in writing signed or sealed by any successors or assigns of ABN AMRO and accordingly each Security

Obligor hereby irrevocably appoints each successor and assign of ABN AMRO to be its attorney in the terms and for the purposes set out in clause 12 (*Power of Attorney*).

15.6 Consolidation

Section 93 Law of Property Act 1925 shall not apply to the security created by this deed or to any security given to ABN AMRO pursuant to this deed.

15.7 Security Obligor Payments

The Security Obligors will make all payments due under this deed in full without set-off, retention or counterclaim whatsoever and howsoever arising, fee and clear of deductions and withholdings on the due date and to such account of ABN AMRO as ABN AMRO may from time to time specify. The provisions of clauses 4.5 (*Obligor Payments*) and 4.6 (*Deduction or withholding*) of the Real Property Facility Terms and Conditions, set out in Schedule 5 of the Master Facilities Agreement, shall be deemed to be incorporated in this deed as if references in such clauses to the Obligors were references to each Company and references to "the Finance Documents" were references to this deed.

15.8 Deduction or Withholding

If a Security Obligor is compelled by law to make any set-off, retention, counterclaim, deduction or withholding, the Security Obligor shall forthwith pay to ABN AMRO such additional amount as shall be required to ensure that ABN AMRO shall receive in aggregate the amount it would have received but for such deduction or withholding.

15.9 Reorganisation

This deed shall remain binding on each Security Obligor notwithstanding any change in the constitution of ABN AMRO or its absorption in, or amalgamation with, or the acquisition of all or part of its undertaking by, any other person, or any reconstruction or reorganisation of any kind. The security granted by this deed shall remain valid and effective in all respects in favour of ABN AMRO and any assignee, transferee or other successor in title of ABN AMRO in the same manner as if such assignee, transferee or other successor in title had been named in this deed as a party instead of, or in addition to, ABN AMRO.

15.10 Unfettered discretion

Any liability or power which may be exercised or any determination which may be made under this deed by ABN AMRO may be exercised or made in its absolute and unfettered discretion and it shall not be obliged to give reasons therefor.

15.11 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of the Law of Property (Miscellaneous Provisions) Act 1989 any provisions of the Finance Documents relating to any disposition of an interest in land shall be deemed to be incorporated in this deed.

15.12 Counterparts

This deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this deed.

16 NOTICES

16.1 General

Any notice or demand to be served or made by ABN AMRO under the terms of this deed shall be validly served or made:

- (a) if handed to the Security Obligor or to any officer of or partner in the Security Obligor as appropriate; or
- (b) if delivered, or sent by facsimile transmission or post, to the address stated in Schedule 1 of this deed or the registered office of the Security Obligor.

16.2 Effective notice

- (a) Notice or demands served personally by ABN AMRO shall take effect upon such service and those made by facsimile shall be treated as being received upon transmission. Notices sent and demands made by ABN AMRO by post shall be conclusively deemed to have been received no later than 10.00 am on the next Banking Day following the posting or despatch.
- (b) Any notice to be served on ABN AMRO must be in writing and delivered by recorded delivery post to the registered office of ABN AMRO or such other office, as ABN AMRO shall notify to the Security Obligor for the purpose of this sub-clause. They shall take effect at the time of delivery so recorded.

17 AGENCY

- (a) Each Security Obligor (other than the Obligor) by its execution of this deed irrevocably appoints the Obligor to act on its behalf as its agent in relation to the Finance Documents and irrevocably authorises:
 - (i) the Obligor on its behalf to supply all information concerning itself contemplated by this deed to ABN AMRO and to give all notices and instructions, to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by the Obligor notwithstanding that they may affect the Security Obligor, without further reference to or the consent of that Security Obligor; and
 - (ii) ABN AMRO to give any notice, demand or other communication to that Security Obligor pursuant to the Finance Documents to the Obligor,

and in each case the Security Obligor shall be bound as though the Security Obligor itself had given the notices and instructions or executed or made the agreements or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication.


- (b) Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the Obligor or given to the Obligor under any Finance Document on behalf of another Security Obligor or in connection with any Finance Document (whether or not known to any other Security Obligor and whether occurring before or after such other Security Obligor became a Security Obligor) shall be binding for all purposes on that Security Obligor as if that Security Obligor had expressly made, given or concurred with it. In the event of any conflict between any notices or other communications of the Obligor and any other Security Obligor, those of the Obligor shall prevail.


18 LAW AND JURISDICTION

The proper law of this deed both as to form and substance shall be the law of England and Wales and the Security Obligors hereby submit to the jurisdiction of the English courts but without prejudice to the right of ABN AMRO to bring proceedings in the courts of any territory in which a Security Obligor carries on business or may have Collateral.

IN WITNESS of which this deed has been executed and, on the date set out above, delivered as a deed.


SIGNED as a deed by **ORBIS PROTECT LIMITED** acting by a director in the presence of a witness, and delivered when dated:

Director
Signature : 
Name : G. J. OTHER

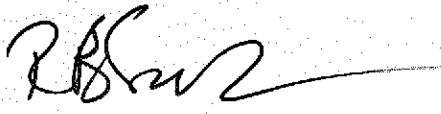
Witness
Signature : 
Name : P. SULLIVAN
Address : BEAUFORT HOUSE, CRICKET FIELD RD, UB8 1GG
Occupation : P.A.

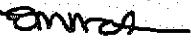
SIGNED as a deed by **AMISTHA BIDCO LIMITED** acting by a director in the presence of a witness, and delivered when dated:

Director
Signature : 
Name : Richard Sanders

Witness
Signature : 
Name : Emma Milton
Address : 8 Cato Road SW4 7TX
Occupation : P.A.


SIGNED as a deed by **AMISTHA MIDCO LIMITED** acting by a director in the presence of a witness, and delivered when dated:

Director
Signature : 
Name : Richard Sanders


Witness
Signature : 
Name : Emma Milton
Address : 8 Cato Road SW4 7TX
Occupation : P.A.

SIGNED as a deed by **AMISTHA HOLDINGS LIMITED** acting by a director in the presence of a witness, and delivered when dated:

Director
Signature
Name

: 
: Richard Sanders

Witness
Signature
Name
Address
Occupation

: 
: Emma Milton
: 8 Cato Road, SW4 7TX
: P. A.

SIGNED as a deed
on behalf of **ABN AMRO Commercial Finance PLC**

acting by

[Redacted Signature]

sig [Redacted Signature]

as duly appointed attorney for:

write **ABN AMRO Commercial Finance PLC**

in the presence of:-

Witness' Signature

Witness' Name

Witness' Address

[Redacted Witness Signature]

Sheencroft House
10-12 Church Road
Haywards Heath
RH16 3SN

SIGNED as a deed
on behalf of **ABN AMRO Commercial Finance PLC**

acting by

signature of attorney

as duly appointed attorney for:

*write ABN AMRO Commercial
Finance PLC*

in the presence of:-

Witness' Signature

Witness' Name

Witness' Address

SCHEDULE 1

The Security Obligors

Part 1

Obligor

Name	Registered Number	Registered Office	Fax Number
ORBIS PROTECT LIMITED	02476859	Beaufort House, Cricket Field Road, Uxbridge, UB8 1QG	01895 465499

Part 2

Security Obligors

Name	Registered Number	Registered Office	Fax Number
ORBIS PROTECT LIMITED	02476859	Beaufort House, Cricket Field Road, Uxbridge, UB8 1QG	01895 465499
AMISTHA BIDCO LIMITED	08312827	Beaufort House, Cricket Field Road, Uxbridge, UB8 1QG	020 7317 3112
AMISTHA MIDCO LIMITED	08312833	Beaufort House, Cricket Field Road, Uxbridge, UB8 1QG	020 7317 3112
AMISTHA HOLDINGS LIMITED	08232434	Beaufort House, Cricket Field Road, Uxbridge, UB8 1QG	020 7317 3112

Part 3

Scottish Security Obligors

Name	Registered Number	Registered Office	Fax Number
Not applicable	[]	[]	[]
[]	[]	[]	[]

SCHEDULE 2

Properties

[Details to be inserted]

SCHEDULE 3

Equipment

[Details to be inserted]

SCHEDULE 4

Intellectual Property

[Details to be inserted]

SCHEDULE 5

Disposal of Charged Assets

Part 1

Form of letter of Request to dispose of Charged Assets

To: ABN AMRO Commercial Finance PLC
Sheencroft House
10 -12 Church Road
Haywards Heath
West Sussex
RH16 3SN

Date:

Dear Sirs

We refer to clause 3.1 of the guarantee and debenture dated [•] granted to you by us ("Debenture").

We hereby request your consent to dispose of [asset] being a Fixed Charged Asset (as defined in the Debenture). We wish to dispose of [asset] to [purchaser] [describe terms].

Please confirm your consent to the above disposal by signing and returning the enclosed letter.

Yours faithfully

.....
for and on behalf of

[Company]

Part 2

Form of letter of consent to dispose of Charged Assets

To: [Company]

Date:

Dear Sirs

We refer to your letter of [date], a copy of which is attached.

We hereby consent to the disposal of [asset] to [purchaser] [on terms] [on the condition that [specify conditions of consent to disposal]].

Yours faithfully

.....

for and on behalf of

ABN AMRO Commercial Finance PLC