

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006.

# MR01

## Particulars of a charge



Companies House



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A09 \*A6HSRWT7\* #36  
25/10/2017  
COMPANIES HOUSE

WEDNESDAY

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

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where the  
instrument. Use form MR01

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



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

### 1 Company details

Company number 0 8 5 5 3 9 9 7

Company name in full SURE THING INSURANCE SERVICES LIMITED

For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 0 4 1 0 2 0 1 7

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

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

Name CLOSE BROTHERS LIMITED TRADING AS CLOSE BROTHERS  
PREMIUM FINANCE

Name

Name

Name

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

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

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Particulars of a charge

**4 Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

**5 Other charge or fixed security**

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

☒ **Yes**
☐ **No**
**6 Floating charge**

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

☒ **Yes** Continue

☐ **No** Go to **Section 7**

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

☒ **Yes**
**7 Negative Pledge**

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

☒ **Yes**
☐ **No**
**8 Trustee statement <sup>1</sup>**

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

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

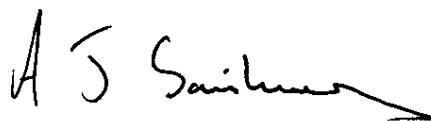
**9 Signature**

Please sign the form here.

Signature

Signature

X



X

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

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name  
Melissa Basterfield

Company name  
Close Brothers Limited T/A Close

Brothers Premium Finance

Address  
Wimbledon Bridge House

1 Hartfield Road

Post town  
London

County/Region

Postcode  
S W 1 9 3 R U

Country  
United Kingdom

DX

Telephone  
02038168151



### Certificate

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



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

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



### Important information

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



### How to pay

**A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House.'



### Where to send

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

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**

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

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



**FILE COPY**

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

Company number: 8553997

Charge code: 0855 3997 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th October 2017 and created by SURE THING INSURANCE SERVICES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th October 2017.

P

Given at Companies House, Cardiff on 30th October 2017



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**



Dated 4<sup>TH</sup> OCT 2017

SURE THING INSURANCE SERVICES LIMITED

CLOSE BROTHERS LIMITED T/A CLOSE BROTHERS PREMIUM FINANCE

---

DEBENTURE

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I certify that this is a true,  
complete and up-to-date  
copy of the original.

E. Delaney 20/10/17

Emer Delaney, Solicitor  
Close Brothers Group plc

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This debenture is made on

2017

**Between**

- (1) Sure Thing Insurance Services Limited, a company incorporated in England and Wales with company number 08553997 and with registered address at 3 More London Riverside, London, SE1 2AQ (**Original Chargor**); and
- (2) Close Brothers Limited trading as Close Brothers Premium Finance in England and Wales (the company number 00195626 and with registered address 10 Crown Place, London, EC2A 4FT (**Bank**)).

**It is agreed**

**1 Definitions and interpretation**

**1.1 Definitions**

In this Deed:

**Account** means any account held by the Chargor with any bank, building society, financial institution or other person;

**Additional Chargor** means a company which creates Security over its assets in favour of the Bank by executing a Security Deed of Accession;

**Advanced Overrider Agreement** means the advanced overrider agreement to be signed contemporaneously with this Deed between the Original Chargor and the Bank for the sum of £2,600,000;

**Agreement** means the Development Loan Facility Agreement and the Advanced Overrider Agreement, each agreement dated on or about the date of this Deed between the Original Chargor and the Bank;

**Authorisation** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration, or any other similar permission;

**Business Day** means a day (other than a Saturday or Sunday) on which banks are open for general business in London;

**CA2006** means the Companies Act 2006;

**Chargor** means an Original Chargor or an Additional Chargor;

**Chattels** has the meaning given to it in clause 3.3(d) (First fixed charges);

**Debts** means all book and other debts and monetary claims now or in the future owing to the Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt;

**Default** means an Event of Default or any event or circumstance specified in clause 9 (Events of Default) of the terms and conditions annexed to the Agreement which would (with the

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expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default;

**Default Rate** means the highest rate of interest or default interest payable under any Finance Document;

**Delegate** means any delegate, agent, nominee or attorney appointed by the Bank;

**Development Loan Facility Agreement** means the development loan facility agreement to be signed contemporaneously with this Deed between the Original Chargor and the Bank for £1,400,000.

**Enforcement Event** means:

- (a) an Event of Default; or
- (b) any other event or circumstance the occurrence of which is, in the opinion of the Bank, likely materially to depreciate, jeopardise or otherwise prejudice the value to the Bank of the Security created or intended to be created by this Deed;

**Environment** means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:

- (a) air (including, without limitation, air within natural or man-made structures, whether above or below ground);
- (b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and
- (c) land (including, without limitation, land under water);

**Environmental Claim** means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law;

**Environmental Law** means any applicable law, regulation or code of practice which relates to:

- (a) the pollution or protection of the Environment;
- (b) harm to or the protection of human health;
- (c) the conditions of the workplace; or
- (d) any emission or substance capable of causing harm to any living organism or the Environment;

**Environmental Permits** means any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the Chargor's business conducted on or from any real property owned or used by the Chargor;

**Event of Default** means:



- (a) any event or circumstance specified as an event of default under any Finance Document including, but not limited to, any event or circumstance specified in clause 9.1 (Events of Default) of the terms and conditions annexed to the Agreement; and
- (b) the occurrence of any event which entitles the Bank to terminate any Finance Document, the letting of any goods and/or the provision of any facility thereunder or to demand early repayment of any sum due from the Chargor;

**Finance Document** means:

- (a) any document falling within the definition of "Finance Document" in the terms and conditions annexed to the Agreement; and
- (b) any other document designated as a Finance Document by the Bank and the Chargor from time to time;

**Financial Indebtedness** means any indebtedness for or in respect of:

- (a) monies borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the generally accepted accounting principles in the United Kingdom, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value as at the relevant date on which Financial Indebtedness is calculated (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account);
- (g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
- (h) any amount of any liability under an advance or deferred purchase agreement if (a) one of the primary reasons behind entering into the agreement is to raise finance or (b) the agreement is in respect of the supply of assets or services and payment is due more than 60 Business Days after the date of supply;
- (i) any amount raised under any other transaction (including any forward sale or purchase agreement and any sale and leaseback arrangement) having the commercial or economic effect of a borrowing; and
- (j) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (i);

**Fixtures** means in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of this Deed on that Secured Property;

**Floating Charge Assets** means all the assets and undertaking from time to time subject to the floating charge created under clause 3.4 (Floating charge);

**Group** means the Chargor, its Holding Companies and the Subsidiaries of each such Holding Company for the time being;

**Holding Company** has the meaning given to that term in section 1159 of the CA 2006;

**Insurance Policies** means, in respect of the Chargor, all policies of insurance present and future in which it has an interest;

**Intellectual Property** means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, topography rights, domain names, moral rights, inventions, confidential information, knowhow and any other associated or similar intellectual property rights and interests anywhere in the world (which may now or in the future subsist), and in each case whether registered or unregistered; and
- (b) the benefit of all applications, rights to apply for and rights to use such assets (including, without limitation, any licences and sub-licences of the same granted by it or to it) of the Chargor (which may now or in the future subsist);

**Investments** means any shares, stocks, debenture security, securities, bonds and investments of any type (other than the Subsidiary Shares) whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Chargor or by a trustee or clearance system or nominee;

**Legal Reservations** means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under the Limitation Acts, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim; and
- (c) similar principles, rights and defences under the laws of any Relevant Jurisdiction;

**Limitation Acts** means the Limitation Act 1980 and the Foreign Limitation Periods Act 1984;

**Material Adverse Effect** means, in the reasonable opinion of the Bank, a material adverse effect on:

- (a) the business, operations, property, condition (financial or otherwise) or prospects of the Chargor; or

- (b) the ability of the Chargor to perform its obligations in whole or in part under the Finance Documents; and /or
- (c) the validity or enforceability of, or the effectiveness or ranking of any Security granted or purporting to be granted pursuant to any of, the Finance Documents or the rights or remedies of the Bank under any of the Finance Documents;

**Occupational Lease** means, in respect of the Chargor, a lease of a Secured Property in respect of which it is landlord;

**Original Jurisdiction** means the jurisdiction under whose laws the Chargor is incorporated as at the date of this Deed;

**Participating Member State** means any member state of the European Union that adopts or has adopted the euro as its lawful currency in accordance with legislation of the European Union;

**Party** means a party to this Deed;

**Premises** means any building on a Secured Property;

**Primary Group Financing** means the debt facility or similar financial instrument to be entered into by Primary Group Ltd of a principal amount of not less than £10,000,000.00;

**Quasi-Security** means an arrangement or transaction described in clause 6.2 (Negative pledge);

**Receiver** means any receiver, manager or administrative receiver appointed by the Bank in respect of the Chargor or any of the Secured Assets;

**Related Rights** means, in respect of any Investment or Subsidiary Share:

- (a) all monies paid or payable in respect of that Investment or Subsidiary Share (whether as income, capital or otherwise);
- (b) all shares, investments or other assets derived from that Investment or Subsidiary Share; and
- (c) all rights derived from or incidental to that Investment or Subsidiary Share;

**Relevant Agreement** means each agreement designated as a Relevant Agreement by the Bank and the Chargor in writing;

**Relevant Jurisdiction** means, in relation to the Chargor:

- (a) its Original Jurisdiction;
- (b) any jurisdiction where any asset subject to or intended to be subject to the Security to be created or expressed to be created under this Deed is situated;
- (c) any jurisdiction where it conducts its business; and
- (d) the jurisdiction whose laws govern the perfection of any of this Deed;

**Relevant Policies** means all Insurance Policies (other than policies in respect of third party liability) together with all monies payable in respect of those policies including, without limitation, all claims, proceeds of claims and returned premiums;

**Repeating Representations** means each of the representations set out in clause 5.2 to clause 5.9 (inclusive), clause 5.15, clause 5.16, clause 5.23 to clause 5.26 (inclusive) and clause 5.31

**Secured Assets** means all of the assets and undertaking of the Chargor the subject of any Security created by, under or supplemental to, this Deed in favour of the Bank;

**Secured Obligations** means, in respect of the Chargor, all monies and liabilities now or after the date of this Deed due, owing or incurred by the Chargor to the Bank under the Finance Documents (or any of them), in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by the Bank, except for any obligation which, if it were included here, would constitute unlawful financial assistance, or its equivalent in any other jurisdiction;

**Secured Property** means at any time all freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to, this Deed;

**Security** means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

**Security Deed of Accession** means a deed in the form set out in Schedule 5 (Form of Security Deed of Accession) by which a person will become a party to this Deed as a Chargor;

**Security Period** means the period beginning on the date of this Deed and ending on the earlier of (a) the date on which the Bank is satisfied that the Secured Obligations have been irrevocably and unconditionally satisfied in full and all facilities made available by the Bank to the Chargor (or any of them) have been cancelled or (b) the completion date of the Primary Group Financing, when the Bank has been provided with such evidence of the Primary Group Financing as is reasonably required by the Bank including any relevant undertakings from a senior officer of Primary Group (UK) Limited and/or Primary Group Ltd as to confirmation of the Primary Group Financing;

**Subsidiary** means a subsidiary undertaking within the meaning of section 1162 of the CA2006 and any company which would be a subsidiary undertaking within the meaning of section 1162 of the CA2006 but for any Security subsisting over the shares in that company from time to time;

**Subsidiary Shares** means, in respect of the Chargor, all shares present and future held by it in its Subsidiaries (including those listed in Schedule 11 (Subsidiary Shares));

**Tax** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);

**Treasury Transaction** means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price;

**Unpaid Sum** means any sum due and payable to the Bank but unpaid by the Chargor; and

**VAT** means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

## 1.2 Interpretation

(a) Unless a contrary indication appears, a reference in this Deed to:

- (i) the Bank, the Chargor, any Party or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- (ii) **assets** includes present and future properties, revenues and rights of every description (including any right to receive such revenues);
- (iii) a Finance Document or any other agreement or instrument is a reference to that *Finance Document or other agreement or instrument as amended*, novated, supplemented or restated (however fundamentally) or replaced;
- (iv) **guarantee** means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
- (v) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (vi) a **person** includes any individual person, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) or any other entity or body of any description;
- (vii) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but if not having the force of law, then being a type with which persons to which it applies customarily comply) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (viii) a provision of law is a reference to a provision, of any treaty, legislation, regulation, decree, order or by-law and any secondary legislation enacted under a power given by that provision, as amended, applied or re-enacted or replaced (whether with or without modification) whether before or after the date of this Deed;
- (ix) a time of day is a reference to London time;
- (x) **sterling** and £ shall be construed as a reference to the lawful currency of the United Kingdom;

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- (xi) **euro** and **€** shall be construed as a reference to the single currency of Participating Member States; and
- (xii) **dispose** includes any sale, lease, licence, transfer or loan.
- (b) Clause and schedule headings are for ease of reference only.
- (c) Any word importing the singular shall include the plural and vice versa.
- (d) A Default (other than an Enforcement Event) is **continuing** if it has not been remedied or waived and an Enforcement Event is **continuing** if it has not been waived, in both cases, to the satisfaction of the Bank.
- (e) Any certificate provided by a director of a Chargor pursuant to the terms of this Deed shall be given without incurring any personal liability.
- (f) A term defined in this Deed has the same meaning when used in any notices, acknowledgements or other documents issued under or in connection with this Deed.
- (g) *If there is a contradiction between this Agreement, the Advanced Override Agreement and the Debenture, the following order of precedence shall apply:*
  - (i) first, the Advanced Override Agreement;
  - (ii) second, this Development Loan Facility Agreement; and
  - (iii) third, this Deed.

### 1.3 Third party rights

- (a) Unless expressly provided to the contrary in any Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed or any other Finance Document issued or entered into under or in connection with it.
- (b) Unless expressly provided to the contrary in any Finance Document the consent of any person who is not a Party is not required to rescind or vary this Deed or any other Finance Document entered into under or in connection with it.

### 1.4 Administration

- (a) Any reference in this Deed, or any other Finance Document entered into under or in connection with it, to the making of an administration order shall be treated as including a reference to the appointment of an administrator under paragraph 14 (by the holder of a qualifying floating charge in respect of a Chargor's assets) or 22 (by a Chargor or the directors of a Chargor) of Schedule B1 to the Insolvency Act 1986 or any steps taken toward such order or appointment.
- (b) Any reference in this Deed or any other Finance Document entered into under or in connection with it, to making an application for an administration order by petition shall be treated as including a reference to making an administration application to the court under Schedule B1 to the Insolvency Act 1986, appointing an administrator under paragraph 14 or 22 of that Schedule, or giving notice under paragraph 15 or 26 of that Schedule of intention to appoint an administrator or any steps taken towards such application or notice.

**1.5 Incorporated terms**

The terms of the Finance Documents and of any side letters relating to the Finance Documents and the Secured Obligations are incorporated into this Deed to the extent required for any purported disposition of any Secured Assets contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

**2 Covenant to pay**

The Chargor covenants with the Bank to pay and discharge the Secured Obligations when they become due for payment and discharge.

**3 Charging provisions**

**3.1 General**

All Security created by the Chargor under clauses 3.2 to 3.4 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Assets; and
- (d) granted in favour of the Bank.

**3.2 Assignments**

- (a) The Chargor assigns:
  - (i) the Relevant Agreements to which it is a party;
  - (ii) the Relevant Policies to which it is party,together with the benefit of all common law and equitable rights relating thereto.
- (b) The Chargor shall remain liable to perform all its obligations under the Relevant Agreements and the Relevant Policies.
- (c) Notwithstanding clauses 3.2(a) and 3.2(b), prior to the occurrence of an Enforcement Event which is continuing, the Chargor may, subject to clause 13.6 and the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreements.

**3.3 First fixed charges**

The Chargor charges by way of first fixed charge:

- (a) all interests and estates in any freehold, leasehold or commonhold property now or subsequently owned by it and, in each case, the Premises and Fixtures on each such property;
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;

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- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (e) the Subsidiary Shares together with all Related Rights;
- (f) the Investments together with all Related Rights;
- (g) all Debts;
- (h) all monies standing to the credit of any Account;
- (i) all its Intellectual Property;
- (j) all its goodwill and uncalled capital;
- (k) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them; and
- (l) to the extent that any assignment in clause 3.2 is ineffective as an assignment, the assets referred to in that clause.

### 3.4 Floating charge

The Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of fixed charge or assigned under clause 3.2 or 3.2(c).

### 3.5 Qualifying floating charge

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

### 3.6 Conversion of floating charge to a fixed charge

The Bank may at any time by notice in writing to the Chargor convert the floating charge created under clause 3.4 into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if:

- (a) an Enforcement Event is continuing; or
- (b) in the opinion of the Bank that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset.

### 3.7 Automatic conversion of floating charge to a fixed charge

If (unless permitted in writing by the Bank or expressly permitted under the terms of any Finance Document):



- (a) the Chargor creates or attempts to create any Security over any of its Floating Charge Assets;
- (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset; or
- (c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of the Chargor,

the floating charge created by this Deed will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 3.7(c), over all of the Floating Charge Assets.

### **3.8 Small company moratorium**

Where the Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 to the Insolvency Act 1986, then the obtaining of a moratorium, including any preliminary decision, or investigation in terms of paragraph 43 of Schedule A1 to the Insolvency Act 1986 shall not cause the floating charge created by this Deed to crystallise into a fixed charge, nor cause restrictions which would not otherwise apply to be imposed on the disposal of its property and assets by the Chargor.

## **4 Continuing security**

4.1 The Security constituted by this Deed shall be continuing security and shall remain in full force and effect during the Security Period regardless of any intermediate payment or discharge by the Chargor or any other person of the whole or any part of the Secured Obligations.

### **4.2 Recourse**

The Security constituted by this Deed:

- (a) is in addition to any other Security which the Bank may hold at any time for the Secured Obligations (or any of them); and
- (b) may be enforced without first having recourse to any other rights of the Bank.

## **5 Representations**

5.1 The Chargor makes the representations and warranties set out in this clause 5 to the Bank on the date of this Deed. The Repeating Representations are deemed to be made by the Chargor on each day during the Security Period and are deemed to be made by reference to the facts and circumstances existing at that date.

5.2 It is a limited liability corporation, duly incorporated and validly existing under the law of its Original Jurisdiction.

5.3 It has the power to own its assets and carry on its business as it is being conducted.

5.4 Subject to the Legal Reservations:

- (a) the obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations; and

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- (b) (without limiting the generality of clause 5.4(a)), this Deed creates the security interests which it purports to create and those security interests are valid and effective.
- 5.5 The entry into and performance by it of, and the transactions contemplated by, this Deed and the granting of the Security created under it do not and will not conflict with:
  - (a) any law or regulation applicable to it;
  - (b) the constitutional documents of it; or
  - (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.
- 5.6 It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by it.
- 5.7 No limit on its powers will be exceeded as a result of the grant of security contemplated by this Deed.
- 5.8 All Authorisations required or desirable:
  - (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed; and
  - (b) to make this Deed admissible in evidence in its Relevant Jurisdictions,have been obtained or effected and are in full force and effect.
- 5.9 The choice of governing law of this Deed will be recognised and enforced in its Relevant Jurisdictions.
- 5.10 No corporate action, legal proceeding or other procedure or step has been taken or, to the knowledge of the Chargor, threatened in relation to the Chargor in relation to:
  - (a) the suspension of its payments, a moratorium of any of its indebtedness, the winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of it;
  - (b) a composition, compromise, assignment or arrangement with any of its creditors;
  - (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of it or any of its assets; or
  - (d) enforcement of any Security over any of its assets,or any analogous procedure or step is taken in any jurisdiction.
- 5.11 No expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of the Chargor.
- 5.12 The Chargor:

- (a) is not unable to pay its debts as they fall due;
- (b) has not been deemed to, nor has it been declared to, be unable to pay its debts under applicable law;
- (c) has not suspended or threatened to suspend making payments on any of its debts; or
- (d) by reason of actual or anticipated financial difficulties, has not commenced negotiations with one or more of its creditors (excluding the Bank in its capacity as such) with a view to rescheduling any of its indebtedness.

5.13 No moratorium has been declared in respect of any indebtedness of the Chargor.

5.14 Under the laws of its Relevant Jurisdiction it is not necessary that this Deed be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar taxes or fees be paid on or in relation to this Deed or the transactions contemplated by it except:

- (a) *registration of a statement of particulars and a certified copy of this Deed at Companies House in England and Wales under section 859A of the Companies Act 2006 and payment of associated fees;*
- (b) *registration of particulars of this Deed at the Trade Marks Registry at the Patent Office in England and Wales and payment of associated fees; and*
- (c) *registration of this Deed at the Land Registry or Land Charges Registry in England and Wales and payment of associated fees,*

which registrations, filings, taxes and fees will be made and paid promptly after the date of this Deed.

5.15 No Event of Default and, on the date of this Deed, no Default is continuing or is reasonably likely to result from the entry into, the performance of, or any transaction contemplated by, this Deed.

5.16 No other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or termination event (however described) under any other agreement or instrument which is binding on it or to which its assets are subject which has or is reasonably likely to have a Material Adverse Effect.

5.17 No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency have (to the best of its knowledge and belief (having made due and careful enquiry)) been started or threatened against it.

5.18 It has not breached any law or regulation which breach has or is reasonably likely to have a Material Adverse Effect.

5.19 No labour disputes are current or, to the best of its knowledge and belief (having made due and careful enquiry), threatened against it.

5.20 *It has conducted its businesses in compliance with applicable anti-corruption laws and has instituted and maintained policies and procedures designed to promote and achieve compliance with such laws.*

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- 5.21 No Security or Quasi-Security exists over all or any of its present or future assets other than as permitted by the Bank in writing or expressly under the terms of any Finance Document.
- 5.22 The Chargor has no Financial Indebtedness outstanding other than as permitted by the Bank in writing or expressly under the terms of the Finance Documents.
- 5.23 The Security created or expressed to be created under this Deed has or will have first ranking priority and it is not subject to any prior ranking or pari passu ranking Security.
- 5.24 It has a good, valid and marketable title to, or valid leases or licences of, and all appropriate Authorisations to use, the assets necessary to carry on its business as presently conducted.
- 5.25 It is the sole legal and beneficial owner of the respective assets over which it purports to grant Security.
- 5.26 All the Subsidiary Shares are legally and beneficially owned by the Chargor free from any claims, third party rights or competing interests other than as permitted under the terms of the Finance Documents.
- 5.27 The shares which are subject to the Security created or expressed to be created under this Deed are fully paid and not subject to any option to purchase or similar rights.
- 5.28 The constitutional documents of companies whose shares are subject to the Security created or expressed to be created under this Deed do not and could not restrict or inhibit any transfer of those shares on creation or enforcement of that Security.
- 5.29 There are no agreements in force which provide for the issue or allotment of, or grant any person the right to call for the issue or allotment of, any share or loan capital of it or any of its Subsidiaries (including any option or right of pre-emption or conversion).
- 5.30 It:
- (a) is the sole legal and beneficial owner of or has licensed to it on normal commercial terms all the Intellectual Property which is material in the context of its business and which is required by it in order to carry on its business as it is being and where the Intellectual Property is licensed to it that licence has not been breached in any material respect or terminated by any party;
  - (b) does not, in carrying on its businesses, infringe any Intellectual Property of any third party in any respect; and
  - (c) has taken all formal or procedural actions (including payment of fees) required to maintain any Intellectual Property owned by it.
- 5.31 For the purposes of The Council of the European Union Regulation No. 1346/2000 on Insolvency Proceedings (**Regulation**), its centre of main interest (as that term is used in Article 3(1) of the Regulation) is situated in its Original Jurisdiction and it has no "establishment" (as that term is used in Article 2(h) of the Regulation) in any other jurisdiction.
- 5.32 It is not necessary under the laws of its Relevant Jurisdictions:
- (a) in order to enable the Bank to enforce its rights under any Finance Document; or
  - (b) by reason of the execution of any Finance Document or the performance by it of its obligations under any Finance Document,

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that the Bank should be licensed, qualified or otherwise entitled to carry on business in any of its Relevant Jurisdictions.

5.33 The Bank is not nor will it be deemed to be resident, domiciled or carrying on business in its Relevant Jurisdictions by reason only of the execution, performance and/or enforcement of any Finance Document.

5.34 In respect of each Relevant Agreement to which the Chargor is a party:

- (a) the Chargor has not assigned, charged, pledged or otherwise encumbered the Relevant Agreement in whole or part (other than in favour of the Bank);
- (b) *each Relevant Agreement constitutes the valid, binding and enforceable obligations of the parties thereto and is in full force and effect and has not been varied or modified in any way, cancelled or avoided and (save as disclosed in writing to the Bank) no party is in default;*
- (c) all the requirements of all relevant enactments or regulations for the time being in force have been complied with in relation to the Relevant Agreement and any goods the subject thereof;
- (d) the Chargor has no knowledge of any fact which would or might prejudice or affect any right, power or ability of the Bank to enforce any term of the Relevant Agreement;
- (e) no right of action is vested in the counterparty to the Relevant Agreement in respect *of any matter or thing including, but not limited to, any representation, condition, warranty or other express or implied term or relating to any goods the subject of the Relevant Agreement;*
- (f) other than the Relevant Agreement, no other documents evidence the terms of a Relevant Agreement and there are no documents, agreements or arrangements that may affect the operation or enforceability of the Relevant Agreement;
- (g) any advance rental or other payment shown as paid has been paid as set out in the Relevant Agreement;
- (h) *the particulars of the parties to the Relevant Agreement and any goods the subject thereof are correct in every respect and where appropriate the goods have been duly delivered to and accepted by the relevant counterparties to the Relevant Agreement;*
- (i) there has been no variation or termination of an Relevant Agreement or other document, agreement or arrangement comprising the Relevant Agreement;
- (j) no Relevant Agreement or other document, agreement or arrangement comprising the Relevant Agreement is void, voidable or otherwise enforceable;
- (k) it is not in breach of its obligations under any Relevant Agreement or other document, agreement or arrangement comprising the Relevant Agreement:
  - (i) which is, or would (with the giving of notice of passage of time or both) constitute an event of default (however described) under an Relevant Agreement or other document, agreement or arrangement comprising the Relevant Agreement; or

- (ii) which would entitle a person to terminate or rescind an Relevant Agreement or other document, agreement or arrangement comprising the Relevant Agreement;
- (l) there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect an Relevant Agreement;
- (m) there is no prohibition on assignment of or granting of Security in the Relevant Agreement; and
- (n) there are no equities in existence between the parties to each Relevant Agreement which may adversely affect the Bank.

## **6 Negative pledge**

6.1 The Chargor shall not create or permit to subsist any Security over any of its assets.

6.2 The Chargor shall not:

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by the Chargor or any other member of the Group;
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
- (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

6.3 Clauses 6.1 and 6.2 do not apply to any Security or arrangement which is permitted by the Bank in writing or expressly permitted under the terms of any Finance Document.

## **7 Restrictions on disposals**

7.1 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Secured Assets.

7.2 Clause 7.1 does not apply to any disposal which is permitted by the Bank in writing or expressly permitted under the terms of any Finance Document.

## **8 Further assurance**

8.1 The Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Bank may reasonably specify (and in such form as the Bank may reasonably require) in favour of the Bank or its nominee(s):

- (a) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Bank provided by or pursuant to this Deed or by law;

- (b) to confer on the Bank Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or
  - (c) (if an Enforcement Event is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under this Deed.
- 8.2 The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Bank by or pursuant to this Deed or for the exercise of any rights, powers and remedies of the Bank provided by or pursuant to this Deed or by law, including, but not limited to, the granting of a power of attorney on the same terms as that set out in clause 15 (Security power of attorney) of this Deed.
- 8.3 Any document required to be executed by the Chargor under this clause 8 will be prepared at the cost of the Chargor.

## **9 General undertakings**

The undertakings in this clause 9 remain in force from the date of this Deed for so long as any amount is outstanding under the Finance Documents or any facility or funding under any Finance Document remains available for utilisation during the Security Period.

### **9.1 Authorisations**

*The Chargor shall promptly:*

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) supply certified copies to the Bank of any Authorisation required under any law or regulation of a Relevant Jurisdiction to:
  - (i) enable it to perform its obligations under the Finance Documents;
  - (ii) ensure the legality, validity, enforceability or admissibility in evidence of any Finance Document; and
  - (iii) carry on its business where failure to do so has or is reasonably likely to have a Material Adverse Effect.

### **9.2 Compliance with laws**

The Chargor shall comply in all respects with all laws to which it may be subject, if failure so to comply has or is reasonably likely to have a Material Adverse Effect.

### **9.3 Environmental compliance**

The Chargor shall:

- (a) comply with all Environmental Law;
- (b) obtain, maintain and ensure compliance with all requisite Environmental Permits;

- (c) implement procedures to monitor compliance with and to prevent liability under any Environmental Law,

**9.4 Environmental claims**

The Chargor shall, promptly upon becoming aware of the same, inform the Bank in writing of:

- (a) any Environmental Claim against it which is current, pending or threatened; and
- (b) any facts or circumstances which are reasonably likely to result in any Environmental Claim being commenced or threatened against it.

**9.5 Anti-corruption law**

- (a) The Chargor shall not directly or indirectly use the proceeds of any funding made available by the Bank for any purpose which would breach the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 or other similar legislation in other jurisdictions.
- (b) The Chargor shall:
  - (i) conduct its businesses in compliance with applicable anti-corruption laws; and
  - (ii) maintain policies and procedures designed to promote and achieve compliance with such laws.

**9.6 Taxation**

- (a) The Chargor shall pay and discharge all Taxes imposed upon it or its assets within the time period allowed without incurring penalties unless and only to the extent that:
  - (i) such payment is being contested in good faith;
  - (ii) adequate reserves are being maintained for those Taxes and the costs required to contest them which have been disclosed in its latest financial statements; and
  - (iii) such payment can be lawfully withheld and failure to pay those Taxes does not have or is not reasonably likely to have a Material Adverse Effect.
- (b) The Chargor shall not change its residence for Tax purposes.

**9.7 Merger**

The Chargor shall not enter into any amalgamation, demerger, merger, consolidation or corporate reconstruction without the Bank's prior written consent unless and to the extent the same is expressly permitted under the terms of any Finance Document.

**9.8 Change of business**

The Chargor shall ensure that no substantial change is made to the general nature of its business from that carried on by it at the date of this Deed.

**9.9 Acquisitions**



The Chargor shall not:

- (a) acquire a company or any shares or securities or a business or undertaking (or, in each case, any interest in any of them); or
- (b) incorporate a company.

in each case, without the prior written consent of the Bank or to the extent expressly permitted under the terms of any Finance Document.

**9.10 Preservation of assets**

The Chargor shall maintain in good working order and condition (ordinary wear and tear excepted) all of its assets necessary or desirable in the conduct of its business.

**9.11 Pari passu ranking**

The Chargor shall ensure that at all times any unsecured and unsubordinated claims of the Bank against it under the Finance Documents rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies.

**9.12 Arm's length basis**

The Chargor shall not enter into any transaction with any person except on arm's length terms and for full market value, except with the prior written consent of the Bank or to the extent expressly permitted under the terms of any Finance Document.

**9.13 Loans or credit**

The Chargor shall not be a creditor in respect of any Financial Indebtedness, except with the prior written consent of the Bank or to the extent expressly permitted under the terms of any Finance Document.

**9.14 No Guarantees or indemnities**

The Chargor shall not incur or allow to remain outstanding any guarantee in respect of any obligation of any person except with the prior written consent of the Bank or to the extent expressly permitted under the terms of any Finance Document.

**9.15 Financial Indebtedness**

The Chargor shall not incur or allow to remain outstanding any Financial Indebtedness except with the prior written consent of the Bank or to the extent expressly permitted under the terms of any Finance Document.

**9.16 Intellectual Property**

The Chargor shall:

- (a) preserve and maintain the subsistence and validity of the Intellectual Property necessary for its business;
- (b) use reasonable endeavours to prevent any infringement in any material respect of the Intellectual Property;

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- (c) make registrations and pay all registration fees and taxes necessary to maintain the Intellectual Property in full force and effect and record its interest in that Intellectual Property;
- (d) not use or permit the Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of the Intellectual Property or imperil its right to use such property; and
- (e) not discontinue the use of the Intellectual Property.

## 10 Land Registry

### 10.1 Application for restriction

- (a) In relation to land and buildings situated in England and Wales title to which is registered or is to be registered at the Land Registry, the Chargor consents to an application being made to the Chief Land Registrar for registration of a restriction on the register of title of all present and future registered freehold, leasehold or commonhold property of the Chargor (and any unregistered properties subject to compulsory first registration at the date of this Deed).
- (b) The Chargor confirms that so far as any of the Secured Property is unregistered, such land is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003.

## 11 Future property

If the Chargor acquires (or intends to acquire) any freehold or leasehold or other interest in property after the date of this Deed it must:

- (a) notify the Bank immediately of such acquisition or its intention to acquire such property;
- (b) immediately on request by the Bank and at the cost of the Chargor, execute and deliver to the Bank, a legal mortgage in favour of the Bank of such property in such form as the Bank may require;
- (c) obtain such consents as are required for the Security referred to in this clause 11;
- (d) if the title to such freehold or leasehold property is registered at the Land registry or required to be so registered, to give the Land Registry written notice of the Security; and
- (e) if applicable, ensure that the Security is correctly noted in the register of title against that title at the Land Registry.

## 12 Notices of assignments and charge

### 12.1 Relevant Agreements

- (a) On the occurrence of an Enforcement Event which is continuing and at any other time if instructed to do so by the Bank, the Chargor that is party to a Relevant Agreement shall give notice in the form specified in Part 1 (Form of notice of assignment) of

Schedule 2 to the other parties to such Relevant Agreement that it has assigned to the Bank all its right, title and interest in that Relevant Agreement.

- (b) The Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice by providing an acknowledgement in substantially the form specified in Part 2 (Form of acknowledgement) of Schedule 2 within 5 Business Days of that notice being given.
- (c) If the Chargor does not give the notice referred to in clause 12.1(a) when required to do so, or if the Bank does not receive the acknowledgment within 5 Business Days of the notice being given, the Bank may serve such notice (in such form as the Bank requires) upon the other parties to each Relevant Agreement itself.

## 12.2 Relevant Policies

- (a) The Chargor which is an insured party under a Relevant Policy shall give notice in the form specified in Part (1) (Form of notice of assignment) of Schedule 3 to each insurer under each Relevant Policy that the Chargor has assigned to the Bank all its right, title and interest in that Relevant Policy.
- (b) The relevant Chargor shall give the notices referred to in clause 12.2(a):
  - (i) in the case of each Relevant Policy subsisting at the date of this Deed, on the date of this Deed; and
  - (ii) in the case of each Relevant Policy coming into existence after the date of this Deed, on that Relevant Policy being put on risk.
- (c) The Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in Part (2) (Form of acknowledgement) of Schedule 3 within 5 Business Days following that notice being given.

## 12.3 Charge over accounts

- (a) The Chargor, during the subsistence of this Deed:
  - (i) shall promptly deliver to the Bank on the date of this Deed (and, if any change occurs after the date of this Deed, on that date), details of each Account maintained by it; and
  - (ii) shall not, without the Bank's prior written consent, permit or agree to any variation of the rights attaching to any Account or close any Account unless such account closure is notified in advance to the Bank.
- (b) The Chargor shall, prior to the occurrence of an Enforcement Event which is continuing, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account.
- (c) After the occurrence of an Enforcement Event which is continuing, the Chargor shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior consent of the Bank.
- (d) The Bank shall, upon the occurrence of an Enforcement Event which is continuing, be entitled without notice to apply, transfer or set-off any or all of the credit balances

from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with clause 19 (Application of monies).

- (e) The Chargor shall not at any time during the subsistence of this Deed, without the prior written consent of the Bank, sell, factor, discount (other than offering a reduction on the amount of certain Debts in the ordinary course of business and on arm's length terms), transfer, assign, lend or otherwise dispose of any of the Debts or enter into any agreement to do any of the foregoing.
- (f) The Chargor shall get in and realise the Debts in the ordinary course of business and pay the proceeds of those Debts into an Account and it shall not set off, postpone or release any of the Debts or do or omit to do anything which may delay or prejudice the full recovery of all Debts without the prior written consent of the Bank.
- (g) The Chargor holding an Account shall give notice in the form specified in Part (1) (Form of notice of charge) of Schedule 4 to the financial institution at which each Account is held (if such financial institution is not the Bank) that the Chargor has created a fixed charge over the balance standing to the credit of that Account.
- (h) The Chargor will give the notices referred to in clause 12.3(a):
  - (i) in the case of an Account held by the Chargor at the date of this Deed, on the date of this Deed; and
  - (ii) in the case of an Account opened after the date of this Deed, on that Account being opened.
- (i) The Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice substantially in the form specified in Part (2) (Form of acknowledgement) of Schedule 4 within 5 Business Days of that notice being given.

#### **12.4 Register of Trade Marks**

The Chargor as registered proprietor hereby appoints the Bank as its agent to apply for the particulars of this Deed and the Bank's interest in the Intellectual Property and any other or future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of the Chargor, to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994. The Chargor hereby agrees to execute all documents and forms required to enable such particulars to be entered on the Register of Trade Marks.

#### **13 Undertakings**

The Chargor undertakes to the Bank in accordance with this clause 13. The undertakings in this clause 13 shall remain in force during the Security Period.

##### **13.1 Real property**

###### **(a) Access**

It will permit the Bank and such person or persons as the Bank shall nominate at all reasonable times and on reasonable notice to enter on any part of its Secured Property.

(b) **Repair**

- (i) It shall keep its Secured Property in good and substantial repair and condition and decorative order.
- (ii) It shall repair any defect or damage to any of its Secured Property promptly and if it fails to do so the Bank may, but shall not be obliged to, do so.

(c) **Deposit of title deeds**

If so requested by the Bank, it shall deposit with the Bank all deeds and documents to title relating to its Secured Property.

(d) **Outgoings**

It will punctually pay and indemnify the Bank and any Receiver against all present and future rents, rates, taxes, assessments and outgoing of whatsoever nature imposed on or payable in respect of its Secured Property or any part of it or payable by the owner or occupier of it.

13.2 **Leases**

(a) **Lease and covenant compliance**

It shall:

- (i) perform all the terms on its part contained in any lease or agreement for lease under which it holds an interest in a Secured Property or to which any of its Secured Property is subject;
- (ii) properly perform (and indemnify the Bank and each Receiver for any breach of) any covenants and stipulations of whatsoever nature affecting any of its Secured Property;
- (iii) not make any election or take any other action so as to alter the treatment of any Occupational Lease for the purposes of value added tax;
- (iv) not, without the prior written consent of the Bank, serve notice on any former tenant under any Occupational Lease under section 17(2) of the Landlord and Tenant (Covenants) Act 1995 or on any guarantor of any such former tenant under section 17(3) of that act; and
- (v) immediately notify the Bank of any notice received by it under section 146 of the Law of Property Act 1925 or any proceedings commenced or steps taken against it for the forfeiture of any lease under which it holds an interest in a Secured Property.

(b) **Landlord's consent**

If under the terms of any lease under which it holds an interest in any Secured Property, the Chargor is not permitted to charge its interest in such Secured Property without the consent of the landlord;

- (i) it undertakes promptly to make an application for landlord's consent to the creation of the fixed charge contained in clause 3.3 (First fixed charges) and

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any charge to be created under clause 8 (Further assurance), shall use all reasonable endeavours to obtain such consent as soon as possible and shall keep the Bank informed of the progress of its negotiations with such landlord;

- (ii) subject to clause 13.2(b)(iii):
  - (A) no breach of any representation in the Finance Documents shall occur by virtue of the Chargor's failure to have obtained such landlord's consent; and
  - (B) if the landlord indicates in writing that it proposes to commence, or commences an action of forfeiture of the lease, the Bank shall release from such fixed charge, the Chargor's interest in the lease;
- (iii) clause 13.2(b)(ii) shall only apply where the Chargor has complied with its obligations under clause 13.2(b)(i), but the landlord has not given the consent requested of it;
- (iv) upon receipt by the Bank of evidence in writing of the consent of the landlord to the creation and existence of the fixed charge over the Chargor's interest in such lease, clause 13.2(b)(ii) shall cease to apply in respect of the relevant Secured Property.

(c) **No variation to lease**

It shall not without the prior written consent of the Bank alter or vary or agree to alter or vary the terms of any lease under which it holds any Secured Property or any lease to which any Secured Property is subject.

(d) **No surrender or termination**

It shall not without the prior written consent of the Bank surrender or otherwise terminate any lease under which it holds a Secured Property or terminate, forfeit or accept a surrender of any lease to which any Secured Property is subject.

(e) **Compliance by tenants**

It shall use reasonable endeavours to procure that each tenant under an Occupational Lease complies with the terms of that Occupational Lease.

(f) **Lease or right to occupy**

It will not without the prior written consent of the Bank:

- (i) grant any lease or tenancy or exercise any other power of leasing of the whole or part of any Secured Property; or
- (ii) grant any person any contractual licence or the right to occupy any Secured Property or part with possession of it.

(g) **Forfeiture**

It shall not do or permit anything which may render any lease or agreement for lease under which it holds an interest in a Secured Property, or to which the Secured Property is subject, liable to forfeiture or otherwise determinable.

**13.3 Chattels**

- (a) It will keep all Chattels comprised in its Secured Assets in good and substantial repair *and in good working order and condition*; and
- (b) it shall repair any defect or damage to any of its Chattels promptly and if it fails to do so the Bank may, but shall not be obliged to do so.

**13.4 Subsidiary Shares and Investments**

- (a) On request by the Bank it shall:
  - (i) deliver to the Bank all certificates of title and other documents of title or evidence of ownership in respect of its Subsidiary Shares or Investments and the Related Rights; and
  - (ii) deliver to the Bank such transfer documents (with the transferee left blank) or any other documents as the Bank may require or otherwise request in respect of those Subsidiary Shares, Investments and Related Rights.
- (b) Until any steps are taken to enforce the Security created by or under this Deed, it shall be entitled to receive and retain all dividends, distributions and other monies receivable in respect of its Subsidiary Shares, Investments and Related Rights.
- (c) It shall not exercise its voting and other rights in respect of its Subsidiary Shares, Investments and Related Rights in a manner which is likely to be prejudicial to the interests of the Bank.
- (d) It shall make all payments which become due and payable from time to time in respect of any of its Subsidiary Shares, Investments and Related Rights. If it fails to make any such payments, the Bank may but shall not be obliged to make such payment on behalf of the relevant Chargor. Any sums so paid by the Bank shall be repayable by the relevant Chargor to the Bank on demand and pending such repayment shall constitute part of the Secured Obligations.
- (e) It shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of its Subsidiary Shares, Investments and Related Rights *and the Bank shall not be required to perform or fulfil any obligation of any Chargor in respect of any Subsidiary Shares, Investments or Related Rights.*
- (f) It shall comply with any notice served on it under CA2006 or pursuant to the articles of association or any other constitutional document of any relevant entity in respect of or in connection with the Subsidiary Shares, Investments or Related Rights and will promptly provide to the Bank a copy of that notice.
- (g) It shall ensure that none of its Subsidiary Shares are converted into uncertificated form without the prior written consent of the Bank.
- (h) Immediately on conversion of any of its Subsidiary Shares, Investment or Related Rights from a certificated to an uncertificated form, and on the acquisition by it of any Subsidiary Shares, Investments or Related Rights in an uncertificated form, it shall give such instructions or directions and take such other steps and enter into such documentation as the Bank may require in order to protect or preserve the Security intended to be created by this Deed.

### 13.5 Insurance

- (a) It shall effect and maintain, in a form and amount and with an insurance company or underwriters acceptable to the Bank, such insurance on and in respect of its business and its assets as the Bank considers a prudent company carrying on the same or substantially similar business as the Chargor would effect.
- (b) It shall promptly pay all premiums and do all other things necessary to keep all of the Insurance Policies in which it has an interest in full force and effect.
- (c) It shall ensure that:
  - (i) the name of the Bank be noted on each Insurance Policy as mortgagee and first loss payee;
  - (ii) each Insurance Policy shall contain a standard mortgagee clause whereby, among other things, the insurance shall not be vitiated or avoided as against a mortgagee notwithstanding that it could otherwise be so against the Chargor; and
  - (iii) each Insurance Policy shall contain a provision to the effect that the insurance shall not be invalidated as against the Bank for non-payment of any premium due without the insurer first giving to the Bank not less than 14 days' written notice.
- (d) It shall not do or permit to be done anything to render the insurance void or voidable.
- (e) If the Chargor shall be in default of effecting or maintaining insurances or in producing any such policy or receipt to the Bank on demand, the Bank may take out or renew such insurances in any sum which the Bank may think expedient and all monies expended and costs incurred by the Bank under this provision shall be for the account of any such Chargor.
- (f) Subject to any statutory or contractual restriction arising before the date of this Deed, at the option of the Bank any proceeds of insurance shall be applied towards the repayment of the Secured Obligations.
- (g) Subject to clause 13.5(f) above with the prior written consent of the Bank, all proceeds of insurance shall be applied towards replacing or reinstating the property in respect of which the proceeds are received.
- (h) It shall procure that there is given to the Bank copies of the insurances in which it has an interest, and such other information in connection with them as the Bank may reasonably require. It will notify the Bank in writing of all renewals, material variations and cancellations of policies made or, to its knowledge of it, threatened or pending.

### 13.6 Relevant Agreements

- (a) It shall ensure that its obligations under all Relevant Agreements are promptly and diligently performed in accordance with the terms thereof and, without limitation, that no counterparty to a Relevant Agreement (**Counterparty**) accrues any right of set-off (whether in law or equity) thereunder.
- (b) It shall not waive any breach of, amend or vary the terms of, or otherwise do anything in connection with, any Relevant Agreement in a manner that may have an adverse



effect on the Bank's interests under the Finance Documents without the Bank's prior written consent.

- (c) It shall not terminate or purport to terminate any Relevant Agreement without the Bank's prior written consent.
- (d) It shall in relation to each Relevant Agreement to which it is a party do all such acts, deeds and things as may be necessary to ensure that each other Counterparty complies with its obligations under such Relevant Agreement.
- (e) It shall promptly inform the Bank upon becoming aware of any occurrence or circumstance which might reasonably be expected to constitute a breach of any of the Relevant Agreement by it or any Counterparty.
- (f) It shall comply with the Bank's instructions in relation to the administration of the Relevant Agreements and its dealings with each Counterparty in connection therewith.
- (g) It shall promptly provide the Bank with such information as it requires in relation to any Relevant Agreement and will provide a certified copy of each Relevant Agreement promptly following the Bank's request.

#### 13.7 General

It shall not do or cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to the Bank of the Security created by or under this Deed.

#### 14 Power to remedy

- 14.1 If the Chargor fails to comply with any of the undertakings set out in clause 13 (Undertakings), it shall allow and irrevocably authorises the Bank and/or such persons as it shall nominate to take such action on behalf of the Chargor as shall be necessary to ensure that it complies with those undertakings.
- 14.2 *If the Chargor fails to perform any obligation or other covenant affecting the Secured Property or other Secured Asset*, the Chargor shall permit the Bank or its agents and contractors:
  - (a) to enter on the Secured Property;
  - (b) to comply with or object to any notice served on the Chargor relating to the Secured Property or other Secured Asset; and
  - (c) to take any action the Bank may reasonably consider expedient to prevent or remedy any breach of any such term or to comply with or object to any such notice.
- 14.3 the Chargor shall within 3 Business Days of demand indemnify the Bank against any cost, loss or liability incurred by it in taking any of the steps referred to in this clause 14.

#### 15 Security power of attorney

The Chargor, by way of security, irrevocably and severally appoints the Bank, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed. The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 15.

**16 Enforcement of security**

**16.1 When security is enforceable**

On the occurrence of an Enforcement Event that is continuing, the Security created by and under this Deed is immediately enforceable.

**16.2 Acts of enforcement**

The Bank may, at its absolute discretion, at any time after the Security created by or under this Deed is enforceable:

- (a) enforce all or any part of the Security created by or under this Deed in any manner it sees fit;
- (b) exercise its rights and powers conferred upon mortgagees by the Law of Property Act 1925, as varied and extended by this Deed, and rights and powers conferred on a Receiver by this Deed, whether or not it has taken possession or appointed a Receiver to any of the Secured Assets;
- (c) appoint a Receiver to all or any part of the Secured Assets;
- (d) appoint an administrator in respect of the Chargor and take any steps to do so;
- (e) exercise its power of sale under section 101 of the Law of Property Act 1925 (as amended by this Deed); or
- (f) if permitted by law, appoint an administrative receiver in respect of the Chargor.

**16.3 Right of appropriation**

To the extent that the Security created by this Deed constitutes a "security financial collateral arrangement" and the Secured Assets constitute "financial collateral" for the purpose of the Financial Collateral Arrangements (No 2) Regulations 2003 (**Regulations**), the Bank shall have the right on giving prior notice to the Chargor, at any time after the Security becomes enforceable, to appropriate all or any part of those Secured Assets in or towards discharge of the Secured Obligations. The Parties agree that the value of the appropriated Secured Assets shall be, in the case of cash, the amount of cash appropriated and, in the case of Subsidiary Shares and Investments, determined by the Bank by reference to any publicly available market price and, in the absence of which, by such other means as the Bank (acting reasonably) may select including, without limitation, an independent valuation. For the purpose of Regulation 18(1) of the Regulations, the Chargor agrees that any such determination by the Bank will constitute a valuation "in a commercially reasonable manner".

**16.4 Statutory powers - general**

- (a) For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Law of Property Act 1925 and section 93 of the Law of Property Act 1925 do not apply to the Security constituted by or under this Deed.
- (c) The statutory powers of leasing conferred on the Bank are extended so that, without the need to comply with any provision of section 99 or section 100 of the Law of Property Act 1925, the Bank is empowered to lease and make agreements for lease

*at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it may think fit.*

- (d) Each Receiver and the Bank is entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagees and Receivers.

#### **16.5 Contingencies**

If the Bank enforces the Security constituted by or under this Deed at a time when no amounts are due to the Bank but at a time when amounts may or will become so due, the Bank (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspense account.

#### **16.6 Mortgagee in possession - no liability**

Neither the Bank nor any Receiver will be liable, by reason of entering into possession of a Secured Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might otherwise be liable.

#### **16.7 Redemption of prior mortgages**

At any time after the Security created by or under this Deed has become enforceable, the Bank may, at the sole cost of the Chargors (payable to the Bank on demand):

- (a) redeem any prior form of Security over any Secured Asset; and/or
- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed shall be conclusive and binding on the Chargor(s).

#### **16.8 Subsidiary Shares and Investments – following an Enforcement Event**

- (a) If an Enforcement Event is continuing, the Chargor shall on request by the Bank:
  - (i) deliver to the Bank such pre-stamped stock transfer forms or other transfer documents as the Bank may require to enable the Bank or its nominee or nominees to be registered as the owner of, and to obtain legal and beneficial title to, the Subsidiary Shares, the Investments and/or Related Rights referred to in such request;
  - (ii) provide to the Bank certified copies of all resolutions and authorisations approving the execution of such transfer forms and registration of such transfers as the Bank may reasonably require;
  - (iii) procure that each such transfer is promptly registered by the relevant company or other entity;
  - (iv) procure that, immediately on their issue, all share certificates or other documents of title in the appropriate form, in respect of the relevant Subsidiary Shares, Investments and/or Related Rights, are delivered to the Bank in each case showing the registered holder as the Bank or its nominee or nominees (as applicable); and

- (v) exercise all voting rights in respect of its Subsidiary Shares, Investments and Related Rights only in accordance with the instructions of the Bank.
- (b) At any time while an Enforcement Event is continuing, the Bank may complete any transfer documents held by it in respect of the Subsidiary Shares, the Investments and/or the Related Rights in favour of itself or such other person or nominee as it shall select.
- (c) At any time after the Security created by or under this Deed has become enforceable, the Bank and its nominee or nominees may sell all or any of the Subsidiary Shares, Investments or Related Rights of the Chargor(s) (or any of them) in any manner permitted by law and on such terms as the Bank shall in its absolute discretion determine.
- (d) If the Chargor receives any dividends, distributions or other monies in respect of its Subsidiary Shares, Investments and Related Rights at a time when the Bank has made a request under clause 16.8(a) or taken any steps to enforce the Security created by or under this Deed under clause 16.2, the Chargor shall immediately pay such sums received directly to the Bank for application in accordance with clause 19 (Application of monies) and shall hold all such sums on trust for the Bank pending payment of them to such account as the Bank shall direct.

## **17 Receiver**

### **17.1 Appointment of Receiver**

- (a)
  - (i) At any time after any Security created by or under this Deed is enforceable, the Bank may appoint a Receiver to all or any part of the Secured Assets in accordance with clause 16.2(c) (Acts of enforcement).
  - (ii) At any time, if so requested in writing by the Chargor, without further notice, the Bank may appoint a Receiver to all or any part of the Secured Assets as if the Bank had become entitled under the Law of Property Act 1925 to exercise the power of sale conferred under the Law of Property Act 1925.
- (b) Any Receiver appointed under this Deed shall be the agent of the Chargor and that Chargor shall be solely responsible for his acts or defaults and for his remuneration and liable on any contracts or engagements made or entered into by him and in no circumstances whatsoever shall the Bank be in any way responsible for any misconduct, negligence or default of the Receiver.
- (c) Where the Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 to the Insolvency Act 1986:
  - (i) obtaining a moratorium; or
  - (ii) anything done with a view to obtaining a moratorium including any preliminary decision or investigation in terms of paragraph 43 of Schedule A1 to the Insolvency Act 1986,

shall not be grounds for appointment of a Receiver.

### **17.2 Removal**

The Bank may by written notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receiver) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated.

### 17.3 Powers of Receiver

#### (a) General

- (i) In addition to those conferred by the Law of Property Act 1925 on any Receiver appointed under that Act, each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out in this clause 17.3.
- (ii) If there is more than one Receiver holding office at the same time, unless the document appointing him states otherwise, each Receiver may exercise all of the powers conferred on a Receiver under this Deed or under the Insolvency Act 1986 individually and to the exclusion of any other Receivers.
- (iii) A Receiver of the Chargor has all the rights, powers and discretions of an administrative receiver under the Insolvency Act 1986.
- (iv) A Receiver may, in the name of the Chargor:
  - (A) do all other acts and things which he may consider expedient for realising any Secured Asset; and
  - (B) exercise in relation to any Secured Asset all the powers, authorities and things which he would be capable of exercising if he were its absolute beneficial owner.

#### (b) Borrow money

A Receiver may raise and borrow money (either unsecured or on the security of any Secured Asset, either in priority to the security constituted by this Deed or otherwise) on any terms and for whatever purpose which he thinks fit. No person lending that money need enquire as to the propriety or purpose of the exercise of that power or to check the application of any money so raised or borrowed.

#### (c) Carry on business

A Receiver may carry on the business of the Chargor as he thinks fit and, for the avoidance of doubt, a Receiver may apply for such Authorisations as he considers in his absolute discretion appropriate.

#### (d) Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Secured Asset.

#### (e) Delegation

A Receiver may delegate his powers in accordance with clause 18 (Delegation).

#### (f) Employees

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For the purposes of this Deed, a Receiver as he thinks appropriate, on behalf of the Chargor or for itself as Receiver, may:

- (i) appoint and discharge managers, officers, agents, accountants, servants, workmen and others upon such terms as to remuneration or otherwise as he may think proper; and
- (ii) discharge any such persons appointed by the Chargor.

### (g) **Leases**

A Receiver may let any Secured Asset for any term and at any rent (with or without a premium) which he thinks proper and may accept a surrender of any lease or tenancy of any Secured Assets on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).

### (h) **Legal actions**

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings or submit to arbitration or any form of alternative dispute resolution in the name of the Chargor in relation to any Secured Asset as he considers expedient.

### (i) **Possession**

A Receiver may take immediate possession of, get in and collect any Secured Asset and for that purpose enter upon any premises of the Chargor and sever, dismantle and remove a Secured Asset, without being liable for any loss or damage thereby caused (other than through gross negligence).

### (j) **Protection of assets**

A Receiver may, in each case as he may think fit:

- (i) make and effect all repairs and insurances and do all other acts which the Chargor might do in the ordinary conduct of its business be they for the protection or for the improvement of the Secured Assets;
- (ii) commence and/or complete any building operations on the Secured Property or other Secured Asset; and
- (iii) apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence.

### (k) **Receipts**

A Receiver may give valid receipts for all monies and execute all assurances and things which may be expedient for realising any Secured Asset.

### (l) **Sale of assets**

A Receiver may sell, exchange, convert into monies and realise any Secured Asset by public auction or private contract in any manner and on any terms which he thinks proper. The consideration for any such transaction may consist of cash, debenture or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such

period as he thinks fit. Fixtures and any plant and machinery annexed to any part of the Secured Property may be severed and sold separately from the property containing them without the consent of the Chargor.

(m) **Subsidiaries**

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

(n) **Deal with Secured Assets**

A Receiver may, without restriction sell, let or lease, or concur in selling, letting or leasing, or vary the terms of, determine, surrender or accept surrenders of, leases or tenancies of, or grant options and licences over or otherwise dispose of or deal with, all or any part of the Secured Assets (including, but not limited to, the assignment of book debts) without being responsible for loss or damage, and so that any such sale, lease or disposition may be made for cash payable by instalments, loan stock or other debt obligations or for shares or securities of another company or other valuable consideration. The Receiver may form and promote, or concur in forming and promoting, a company or companies to purchase, lease, licence or otherwise acquire interests in all or any of the Secured Assets or otherwise, arrange for such companies to trade or cease to trade and to purchase, lease, license or otherwise acquire all or any of the Secured Assets on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit.

(o) **Voting rights**

A Receiver may exercise all voting and other rights attaching to the Investments, Subsidiary Shares, Related Rights, and stocks, shares and other securities owned by the Chargor and comprised in the Secured Assets in such manner as he may think fit.

(p) **Security**

A Receiver may redeem any prior Security and settle and pass the accounts of the person entitled to the prior Security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver.

(q) **Acquire land**

The Receiver may purchase or acquire any land and purchase, acquire or grant any interest in or right over land.

(r) **Development**

A Receiver may implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on, any real property comprised in the Secured Property and do all acts and things incidental to the Secured Property.

(s) **Landlord's obligations**

A Receiver may on behalf of the Chargor and without consent of or notice to the Chargor exercise all the powers conferred on a landlord or a tenant by the Landlord and Tenants Acts, the Rents Acts and Housing Acts or any other legislation from time

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to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Secured Property.

(t) **Uncalled capital**

A Receiver may make calls conditionally or unconditionally on the members of any Chargor in respect of uncalled capital.

(u) **Incidental matters**

A Receiver may do all other acts and things including without limitation, signing and executing all documents and deeds as may be considered by the Receiver to be incidental or conducive to any of the matters or powers listed here or granted by law or otherwise incidental or conducive to the preservation, improvement or realisation of the Secured Assets and to use the name of the Chargor for all the purposes set out in this clause 17.

### 17.4 **Remuneration**

The Bank may from time to time fix the remuneration of any Receiver appointed by it.

## 18 **Delegation**

18.1 The Bank and any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by the Bank and the Receiver (as appropriate) under this Deed to any person or persons as it shall think fit. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Bank and Receiver (as appropriate) may think fit.

18.2 The Bank and any Receiver will not be liable or responsible to the Chargor or any other person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate.

## 19 **Application of monies**

19.1 Sections 109(6) and (8) (Appointment, powers, remuneration and duties of receiver) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Deed.

19.2 All monies received by the Bank or any Receiver under this Deed and applied in the discharge of the Secured Obligations shall be applied to the Secured Obligations in such order as the Bank may determine.

19.3 The Bank and any Receiver may place any money received, recovered or realised pursuant to this Deed in an interest bearing suspense account and it may retain the same for such period as it considers expedient without having any obligation to apply the same or any part of it in or towards discharge of the Secured Obligations.

## 20 **Remedies and waivers**

20.1 No failure to exercise, nor any delay in exercising, on the part of the Bank or any Receiver, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.



- 20.2 A waiver given or consent granted by the Bank under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

## **21 Protection of third parties**

- 21.1 No person (including a purchaser) dealing with the Bank or a Receiver or its or his agents has an obligation to enquire of the Bank, Receiver or others:

- (a) whether the Secured Obligations have become payable;
- (b) whether any power purported to be exercised has become exercisable;
- (c) whether any Secured Obligations or other monies remain outstanding;
- (d) how any monies paid to the Bank or to the Receiver shall be applied; or
- (e) the status, propriety or validity of the acts of the Receiver or Bank.

- 21.2 The receipt by the Bank or any Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Bank or any Receiver.

- 21.3 In clauses 21.1 and 21.2, **purchaser** includes any person acquiring, for money or monies worth, any lease of, or Security over, or any other interest or right whatsoever in relation to, the Secured Assets or any of them.

## **22 Additional security**

*The Security created by or under this Deed is in addition to and is not in any way prejudiced by any guarantee or security now or subsequently held by the Bank.*

## **23 Settlements conditional**

- 23.1 If the Bank (acting reasonably) believes that any amount paid by the Chargor or any other person in respect of the Secured Obligations is capable of being avoided or set aside for any reason, then for the purposes of this Deed, such amount shall not be considered to have been paid.

- 23.2 Any settlement, discharge or release between the Chargor and the Bank shall be conditional upon no Security or payment to or for the Bank by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency or liquidation or otherwise.

## **24 Subsequent Security**

If the Bank receives notice of any other subsequent Security or other interest affecting all or any of the Secured Assets it may open a new account or accounts for the Chargor in its books. If it does not do so then, unless it gives express written notice to the contrary to the Chargor, as from the time of receipt of such notice by the Bank, all payments made by the Chargor to the Bank shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations.

**25 Set-off**

The Bank may, set off any matured obligation due from the Chargor (to the extent beneficially owned by the Bank) against any matured obligation owed by the Bank to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

**26 Notices**

**26.1 Communications in writing**

*Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.*

**26.2 Addresses**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed:

- (a) in the case of the Chargor, that identified with its name below; and
- (b) in the case of the Bank, that identified with its name below,

or any substitute address, fax number or department or officer as the Party may notify to the others by not less than 5 Business Days' notice.

**26.3 Delivery**

- (a) Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:
  - (i) if by way of fax, when received in legible form; or
  - (ii) if by way of letter, when it has been left at the relevant address or 3 Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 26.2, if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Bank will be effective only when actually received by the Bank and then only if it is expressly marked for the attention of the department or officer identified with the Bank's signature below (or any substitute department or officer as the Bank shall specify for this purpose).

**27 Invalidity**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

## **28 Assignment**

The Bank may assign or otherwise transfer all or any part of its rights under this Deed or any Security created by or under it.

## **29 Releases**

Upon the expiry of the Security Period, the Bank shall, at the request and cost of the Chargor, take whatever action is necessary to release and reassign to the Chargor:

- (a) its rights arising under this Deed;
  - (b) the Secured Assets from the Security created by and under this Deed,
- and return all documents or deeds of title delivered to it under this Deed.

## **30 Currency clauses**

30.1 Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:

- (a) any reference in this Deed to, and any obligations arising under this Deed in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Bank (after consultation with the Chargor); and
- (b) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Bank (acting reasonably).

30.2 If a change in any currency of a country occurs, this Deed will, to the extent the Bank (acting reasonably and after consultation with the Chargor) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the London interbank market and otherwise to reflect the change in currency.

30.3 If a payment is made to the Bank under this Deed in a currency (**Payment Currency**) other than the currency in which it is expressed to be payable (**Contractual Currency**), the Bank may convert that payment into the Contractual Currency at the rate at which it (acting reasonably and in good faith) is able to purchase the Contractual Currency with the Payment Currency on or around the date of receipt of the payment and to the extent that the converted amount of the payment falls short of the amount due and payable the Chargor will remain liable for such shortfall.

## **31 Certificates and determinations**

Any certification or determination by the Bank of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

## **32 Indemnity**

### **Chargors' indemnity**

- (a) The Chargor shall promptly indemnify the Bank and every Receiver and Delegates (each an **Indemnified Person**) against any cost, loss or liability together with any associated VAT incurred by any of them as a result of:

- (i) the taking, holding, protection or enforcement of this Deed;
  - (ii) the exercise of any of the rights, powers, discretions and remedies vested in the Bank and each Receiver and Delegate by this Deed or by law; and
  - (iii) any default by the Chargor in the performance of any of the obligations expressed to be assumed by it in this Deed.
- (b) The Chargor shall indemnify the Bank against any and all costs, losses, liabilities or expenses together with any associated VAT incurred by the Bank arising (directly or indirectly) out of or in connection with:
  - (i) any breach or potential breach of or liability (whether civil and/or criminal) under any *Environmental Law*;
  - (ii) any responsibility on the part of the Bank in respect of any clean-up, repair or other corrective action; or
  - (iii) the business or any real property of the Chargor.
- (c) The Bank may indemnify itself out in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this clause and shall have a lien on this Deed and the proceeds of the enforcement of this Deed for all monies payable to it.

### **33 Exclusion of liability**

#### **33.1 No liability**

- (a) The Bank will not be liable for any action taken by it (or any omission to take action) under or in connection with this Deed unless directly caused by its gross negligence or wilful misconduct.
- (b) Neither the Bank nor any Receiver shall be liable in respect of all or any part of the Secured Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers unless such loss or damage is caused by its gross negligence or wilful acts of default and recklessness.

#### **33.2 Officers and agents**

No Chargor may take proceedings against any officer, employee or agent of the Bank in respect of any claim it might have against the Bank or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Deed and any officer, employee or agent of the Bank may rely on this clause.

### **34 Fees, costs and expenses**

#### **34.1 Transaction expenses**

The Chargor shall promptly on demand pay the Bank the amount of all costs, fees and expenses (including legal fees) together with any associated VAT reasonably incurred by it in connection with the negotiation, preparation, printing, execution and perfection of this Deed.

#### **34.2 Amendment costs**

If the Chargor requests an amendment, waiver or consent of this Deed, the Chargor shall, within 3 Business Days of demand, reimburse the Bank for the amount of all costs and expenses (including legal fees) together with any associated VAT reasonably incurred by the Bank in responding to, evaluating, negotiating or complying with the request or requirement.

**34.3 Enforcement and preservation costs**

The Chargor shall, within 3 Business Days of demand, pay to the Bank the amount of all costs, fees and expenses (including legal fees) together with any associated VAT incurred by the Bank in connection with the enforcement of or the preservation of any rights under this Deed and any proceedings instituted by or against the Bank as a consequence of taking or holding the Security created or expressed to be created in favour of the Bank under this Deed or enforcing these rights.

**34.4 Interest on late payments**

- (a) If the Chargor fails to pay any amount payable by it under this Deed on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at the Default Rate. Any interest accruing under this clause 34.4 shall be immediately payable by the Chargor on demand by the Bank.
- (b) Default interest (if unpaid) arising on Unpaid Sums will be compounded with the overdue amount at the end of each calendar month but will remain immediately due and payable.

**35 Counterparts**

This Deed or any Finance Document entered into under or in connection with this Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed or any such Finance Document entered into under or in connection with this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

**36 Governing law**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

**37 Enforcement**

**37.1 Jurisdiction of English courts**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (**Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This clause 37 is for the benefit of the Bank. As a result, the Bank shall not be prevented from taking proceedings relating to a Dispute in any other courts with

## EXECUTION VERSION

jurisdiction. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.

### 37.2 Service of process

- (a) The Civil Procedure Rules will not apply to any letter or other communication notifying a claim or serving legal proceedings under or in connection with this Deed.
- (b) Any letter or other communication notifying a claim or serving legal proceedings under or in connection with this Deed may not be made by way of fax and must be made pursuant to clause 26 (Notices).

**This Deed** has been entered into as a deed on the date given at the beginning of this Deed.

**Schedule 1****Subsidiary Shares**

<b>Chargor</b>	<b>Name and registered number of Subsidiary</b>	<b>Number and class of shares</b>
[♦]	[♦]	[♦]
[♦]	[♦]	[♦]
[♦]	[♦]	[♦]

**Schedule 2**

**Relevant Agreements**

**Part (1) - Form of notice of assignment**

To: ♦

Dated: ♦

Dear Sirs

The agreement described in the attached schedule and appended to this notice (**Agreement**).

We hereby notify you that we have assigned to ♦ (**Bank**) all our right, title and interest in and to the Agreement.

The assignment provides that the Bank shall not have any obligations whatsoever under or in relation to the Agreement which remain our responsibility

We hereby irrevocably and unconditionally authorise and instruct you:

1 without notice or reference to, or further authority from us and without enquiring as to the justification or the validity of those instructions, to comply only with any instructions from time to time received by you from the Bank relating to the Agreement and any rights under or in connection with the Agreement; and

2 [Please make all further payments due under the Agreement to the Bank at the following account:

Bank: ♦

Sort code: ♦

Account number: ♦]

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Bank and the other copy to us.

The provisions of this notice (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

Yours faithfully

.....  
for and on behalf of

♦



**Schedule**

<b>Date</b>	<b>Parties</b>	<b>Description</b>
♦	♦	♦

**Appendix**

**[Attach a copy of the Agreement]**

**[Attach form of acknowledgment]**

**Part (2) - Form of acknowledgement**

To:     *[name of Bank]*  
          *[address]*

To:     *[name of Chargor]* (**Chargor**)  
          *[address]*

We acknowledge receipt of the notice of assignment (**Notice**) of which the above is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement. We confirm that:

- (a)     we consent to the assignment of the Agreement to the Bank;
- (b)     the Agreement takes the form attached and there has been no amendment, waiver or release of any rights or interests in the Agreement since the date of the Agreement;
- (c)     we will not agree to any amendment, waiver or release of any provision of the Agreement without the prior written consent of the Bank;
- (d)     we shall act in accordance with the Notice;
- (e)     as at the date of this acknowledgement we have not received any notice of assignment or charge of the Chargor's interest in the Agreement in favour of any other person;
- (f)     as at the date of this acknowledgement, we are not aware of any breach by the Chargor of the terms of the Agreement; and
- (g)     we do not have and have not claimed or exercised any right or claim against the Chargor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to the Agreement.

The provisions of this acknowledgement (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

For and on behalf of

◆

**Schedule 3**

**Relevant Policies**

**Part (1) - Form of notice of assignment**

To: [insurer]

Dated: ♦

Dear Sirs

**The insurance policies described in the attached schedule (Relevant Policies)**

We hereby notify you that we have assigned to ♦ (Bank) all our right, title and interest in and to the Relevant Policies.

We hereby irrevocably and unconditionally authorise and instruct you:

- 1 without notice or reference to or further authority from us and without enquiring as to the justification or the validity of those instructions, to comply only with any instructions from time to time received by you from the Bank relating to the Relevant Policies (or any of them); and
- 2 to pay all sums payable by you under the Relevant Policies (or any of them) directly to the Bank at:

Bank: ♦

Account number: ♦

Sort code: ♦

or such other account as the Bank may specify from time to time.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Bank and the other copy to us.

The provisions of this notice (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

Yours faithfully

.....

for and on behalf of

♦ Limited

**Schedule**

<b>Date of policy</b>	<b>Insured</b>	<b>Policy type</b>	<b>Policy number</b>
♦	♦	♦	♦

*[Attach form of acknowledgment]*

**Part (2) - Form of acknowledgement**

To: [name of Bank]  
[address]

To: [name of Chargor] (**Chargor**)  
[address]

Dated: ♦

We acknowledge receipt of the notice of assignment (**Notice**) of which the above is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement. We confirm that:

- (a) there has been no amendment, waiver or release of any rights or interests in any Relevant Policy since the date of such policy;
- (b) we have noted the Bank's interest as mortgagee and first loss payee on each Relevant Policy;
- (c) we will not agree to any amendment, waiver or release of any provision of any Relevant Policy without the prior written consent of the Bank;
- (d) we shall act in accordance with the Notice;
- (e) as at the date of this acknowledgement we have not received any notice of assignment or charge of the Chargor's interest in any Relevant Policy or the proceeds of any Relevant Policy in favour of any other person; and
- (f) we do not have and have not claimed or exercised any right or claim against the Chargor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to any Relevant Policy.

The provisions of this acknowledgement (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

For and on behalf of

[insurance company]

**Schedule 4**

**Accounts**

**Part (1) - Form of notice of charge**

To: *[insert name and address of account holding institution]*

**Account number:**       ♦                               **(Account)**  
**Sort code:**             ♦  
**Account holder:**       ♦ **Limited**

We hereby notify you that we have charged by way of first fixed charge to ♦ **(Bank)** all our right, title and interest in and to the monies from time to time standing to the credit of the Account.

We hereby irrevocably and unconditionally authorise and instruct you:

- 1       subject to the terms of this notice, to hold all monies from time to time standing to the credit of the Account to the order of the Bank and accordingly to pay all or any part of those monies to the Bank (or as it may direct) promptly following receipt of written instructions from the Bank to that effect; and
- 3       to disclose to the Bank such information relating to us and the Account as the Bank may from time to time request you to provide.

By countersigning this notice, the Bank authorises you to permit us to withdraw and otherwise deal with funds standing to the credit of the Account until:

- (a)     you receive a notice in writing to the contrary from the Bank; or
- (b)     a petition is presented for a winding up order in respect of us or an application is made for an administration order in respect of us,

(whichever occurs first).

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Bank and the other copy to us.

The provisions of this notice (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

Yours faithfully

.....  
for and on behalf of ♦ Limited

Countersigned for and on behalf of  
the Bank: .....]

*[Attach form of acknowledgment]*

**Part (2) - Form of acknowledgement**

To: *[name of Bank]*  
*[address]*

To: *[name of Chargor]* (**Chargor**)  
*[address]*

We acknowledge receipt of the notice of charge (**Notice**) of which the above is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement.

We confirm that:

- (c) we shall act in accordance with the Notice;
- (d) as at the date of this acknowledgement we have not received any notice of assignment or charge or other security over the Chargor's interest in the Account in favour of any other person; and
- (e) we will not exercise any right of combination of accounts, set-off or lien over any monies standing to the credit of the Account.

The provisions of this acknowledgement (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

For and on behalf of  
*[account holding institution]*



## Schedule 5

### Form of Security Deed of Accession

**This Deed** is made on ♦

#### **Between**

- (1) The company or companies listed in schedule 1 to this Deed (the **Chargors**) (each a **Chargor**);
- (2) ♦ (registered in England with number ♦) (**Acceding Chargor**); and
- (3) Close Brothers Limited T/A Close Brothers Premium Finance (registered in England with number 00195626) (**Bank**).

#### **Whereas**

This Deed is supplemental to a debenture dated ♦ between the **Chargors** and the **Bank** (**Debenture**).

#### **It is agreed**

### **1 Definitions and interpretation**

#### **1.1 Definitions**

- (a) Save to the extent otherwise defined in this Deed, terms defined in the **Debenture** have the same meaning when used in this Deed.
- (b) In this Deed, **Subsidiary Shares** means all shares present and future held by the **Acceding Chargor** or its **Subsidiaries** including those listed in schedule 3 (**Subsidiary Shares**) to this Deed.

#### **1.2 Interpretation**

Clauses 1.2 (Interpretation), 1.3 (Third party rights), 1.4 (Administration) and 1.5 (Incorporated terms) of the **Debenture** are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to **this Deed** shall be construed as references to this Security Deed of Accession.

### **2 Accession of Acceding Chargor**

#### **2.1 Accession**

The **Acceding Chargor** agrees to be a **Chargor** for the purposes of the **Debenture** with immediate effect and agrees to be bound by all of the terms of the **Debenture** as if it had originally been a party to it.

#### **2.2 Covenant to pay**

The **Acceding Chargor** covenants with the **Bank** that it will pay and discharge the **Secured Obligations** when they become due for payment and discharge.

#### **2.3 Charging provisions**

*All security created by the **Acceding Chargor** under clauses 2.4 to 2.7 inclusive is:*

## EXECUTION VERSION

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future of the Acceding Chargor in and to the relevant Secured Asset; and
- (d) in favour of the Bank.

### 2.4 First legal mortgages

The Acceding Chargor charges by way of first legal mortgage the properties described in schedule 2 (Properties) to this Deed and, in each case, all Premises and Fixtures on each of the Properties.

### 2.5 Assignments

- (a) The Acceding Chargor assigns:
  - (i) the agreements described in schedule 4 (Relevant Agreements) to this Deed; and
  - (ii) its Relevant Policies.
- (b) The Acceding Chargor shall remain liable to perform all its obligations under the Relevant Agreements and the Relevant Policies.
- (c) *Notwithstanding the other terms of this clause 2.5, prior to the occurrence of an Enforcement Event which is continuing, the Acceding Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreements.*

### 2.6 First fixed charges

The Acceding Chargor charges by way of first fixed charge:

- (a) all interests and estate in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 2.4, and in each case, the Premises and Fixtures on each such property;
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (e) the *Subsidiary Shares* together with all Related Rights;
- (f) the Investments together with all Related Rights;

## EXECUTION VERSION

- (g) not used;
- (h) not used;
- (i) not used;
- (j) all its Intellectual Property;
- (k) all its goodwill and uncalled capital;
- (l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them;
- (m) to the extent that any assignment in clause 2.5 is ineffective as an assignment, the assets referred to in that clause.

### 2.7 Floating charge

The Acceding Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 2.4, 2.5 or 2.6.

### 2.8 Qualifying floating charge

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

## 3 Consent of existing charging companies

The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture.

## 4 Security power of attorney

The Acceding Chargor, by way of security, irrevocably and severally appoints the Bank, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Acceding Chargor is obliged to take under this Deed or the Debenture. The Acceding Chargor ratifies and confirms whatever any attorney does or prompts to do pursuant to its appointment under this clause 4.

## 5 Notices

The Acceding Chargor confirms that its address details for notices in relation to clause 26 (Notices) of the Debenture are as follows:

Address: ♦

Facsimile: ♦

Attention: ♦

EXECUTION VERSION

.....

**Bank**

Executed as a deed )  
by ♦ )  
as duly authorised attorney )  
for and on behalf of ♦ )  
in the presence of: )

Witness

Signature .....

Name .....

Address .....

.....

**SIGNATURES TO THE SECURITY DEED OF ACCESSION**

**Chargors**

Executed as a deed by ) .....  
♦ **Limited** ) Director  
acting by two directors or by a director and its ) .....  
secretary ) Director/Secretary

**OR**

Executed as a deed by ) .....  
♦ **Limited/plc** ) .....  
acting by a director in the presence of ) Director

.....  
Signature of witness

Name .....

Address .....

**Acceding Chargor**

Executed as a deed by ) .....  
♦ **Limited** ) Director  
acting by two directors or by a director and its ) .....  
secretary ) Director/Secretary

**OR**

Executed as a deed by ) .....  
♦ **Limited/plc** ) .....  
acting by a director in the presence of ) Director

.....  
Signature of witness

Name .....

Address .....

## EXECUTION VERSION

.....

### Bank

Executed as a deed )  
by ♦ )  
as duly authorised attorney )  
for and on behalf of ♦ )  
in the presence of: )

Witness

Signature .....

Name .....

Address .....

.....

SIGNATURE PAGE TO DEBENTURE

**Sure Thing Insurance Services Limited**

Executed as a deed by  
a director

) Brendan Deine  
) Director

in the presence of:

Witness

Signature Vincent Goldie

Name VINCENT GOLDBIE

Address 5, BEADON WALK,

CAMBUSLANG, G72 8XL

Address: [♦]

Facsimile: [♦]

Attention: [♦]

**Bank**

Executed as a deed )  
by a duly authorised attorney )  
for and on behalf of **Close Brothers Limited** )  
**T/A Close Brothers Premium Finance** )  
in the presence of: )

Witness

Signature .....

Name .....

Address .....

.....

Address: 10 Crown Place, London, EC2A 4FT

Facsimile: [♦]

Attention: [♦]