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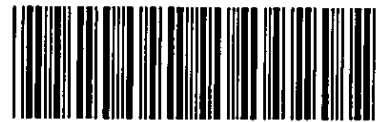
Particulars of a charge

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

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18/03/2016

#69

COMPANIES HOUSE

☒ **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 09099356

Company name in full iwoca oxygen PLC

For official use

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 03/03/2016

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 Cornhill Capital Limited

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

MR01

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	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"
Brief description	By way of assignment the On-Lending Agreement, On-Lending Security Documents, On-Lending Security Deed and an replacement, supplement or amendment to each such document, By way of fixed charge (a) any amount standing to the credit of a Remittance Account (b) all Loan Receivables. 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	
	<input checked="" type="checkbox"/> Yes	
	<input type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box	
	<input checked="" type="checkbox"/> Yes Continue	
	<input type="checkbox"/> No Go to Section 7	
	Is the floating charge expressed to cover all the property and undertaking of the company?	
	<input type="checkbox"/> 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	
	<input checked="" type="checkbox"/> Yes	
	<input type="checkbox"/> No	
8	Trustee statement	
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge	1 This statement may be filed after the registration of the charge (use form MR06)
	<input type="checkbox"/>	
9	Signature	
	Please sign the form here	
Signature	Signature X Howard Kennedy LLP 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
Adriana Boscarloli

Company name
Howard Kennedy LLP

Ref AB9/061690 00003

Address
No 1 London Bridge, London

Post town

County/Region

Postcode

S

E

1

9

B

G

Country

DX 144370 Southwark 4

Telephone
0203 755 5807



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

For companies registered in England and Wales.

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

For companies registered in Scotland.

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

For companies registered in Northern Ireland

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



Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9099356

Charge code: 0909 9356 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd March 2016 and created by IWOCA OXYGEN PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th March 2016

Given at Companies House, Cardiff on 23rd March 2016



Companies House



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

EXECUTION

DATED 3 MARCH 2016

We hereby certify this
to be a true copy of the original
Howard Kennedy LLP
1 London Bridge
LONDON
SE1 9BG

iwoca oxygen PLC
as Chargor

I hereby certify this
to be a true copy of the original
Howard Kennedy LLP
1 London Bridge
LONDON
SE1 9BG

[Signature] 18/03/2016

and

CORNHILL CAPITAL LIMITED
as Security Trustee

SECURITY DEED

(amending, restating and re-confirming the security deed executed on 14 May 2015)

Paul Hastings (Europe) LLP
Ten Bishops Square
Eighth Floor
London E1 6EG

Tel +44 (0) 20 3023 5100
Fax: +44 (0) 20 3023 5109
Ref: JJ6

EXECUTION

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THIS DEED is dated 3 ^{March Howard Kennedy} February 2016 between

090993567.5

- (1) **iwoca oxygen PLC** (registered in England with number ~~07798925~~) whose registered office is at 26 Red Lion Square, London WC1R 4AG (the "**Chargor**"); and
- (2) **CORNHILL CAPITAL LIMITED**, a company incorporated in England and Wales with company number 5267797 whose registered office is at 4th Floor, 18 St. Swithin's Lane, London EC4N 8AD, as security trustee on behalf of the Bondholders (the "**Security Trustee**", which expression shall, wherever the context so admits, include such company and all other persons or companies for the time being the trustee or trustees of this security)

BACKGROUND:

- (A) The Chargor enters into this Deed in connection with the Bond Instrument and the Trust Deed (each such term as defined below)
- (B) The Chargor and the Security Trustee entered into a security deed dated 14 May 2015 (the "**Original Security Deed**") and have agreed to amend the definition of "Collection Account" in the Original Security Deed so that it is referred to as the "Remittance Account"
- (C) The provisions of the Original Security Deed shall, save as amended in this Deed, continue in full force and effect
- (D) This Deed is subject to the provisions of the Trust Deed (as defined below).
- (E) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows

1. INTERPRETATION

1.1 Definitions

In this Deed:

Account means the Remittance Account and each other account of the Chargor.

Account Bank means any bank at which an Account has been opened

Assigned Loan Document means the On-Lending Agreement.

Act means the Law of Property Act 1925

Bondholders has the meaning given to such term in the Bond Instrument.

Bond Instrument means (i) the bond instrument constituting up to £7,500,000 9% Series A and Series B Bonds dated 27 June 2014 executed by the Chargor and the On-Lending Borrower (ii) the bond instrument constituting up to €2 million 9% Series A and Series B Euro Bonds dated 9 December 2014 executed by the Chargor and the

On-Lending Borrower, (iii) the bond instrument constituting up to £3,000,000 9% Series C Bonds dated 14 May 2015 executed by the Chargor and the On-lending Borrower and (iv) any other bond instrument executed in connection with any issuance of bonds by the Chargor which has been approved in writing by the On-lending Borrower (whether by executing the bond instrument as a guarantor or otherwise) from time to time and, in each case for so long as any amount remains outstanding to bondholders under that instrument (and including any amendments to the foregoing).

Remittance Account means any account of the Chargor into which Loan Receivables are due to be paid and in respect of which a notice of assignment has been served on the relevant Account Bank (including the account with Metrobank account number 14643788 Sortcode 230580) and any sub account or replacement account of that account

Event of Default means

- (a) the On-Lending Borrower failing to comply with any of its obligations the On-Lending Agreement;
- (b) any representation made or repeated by the Chargor in this Deed or in any document delivered by or on behalf of the Chargor under this Deed is incorrect in any material respect when made or deemed to be repeated, or
- (c) any Event of Default occurs under the terms of a Bond Instrument.

Loan Receivables means all amounts due and owing to the Chargor under or in connection with the On-Lending Agreement at any time and the benefit of all rights securities or guarantees of any nature enjoyed or held by the Chargor in relation to the same.

On-lending Agreement means a loan agreement dated on or around 30 June 2014 (as amended and restated on or around 14 May 2015) pursuant to which the Chargor shall lend all proceeds of any bonds (including the Series A Bonds and Series B Bonds issued pursuant to the Bond Instrument) issued by the Chargor from time to time to the On-Lending Borrower

On-Lending Borrower means iwoca Limited (registered in England with number 07798925) whose registered office is at 26 Red Lion Square, London WC1R 4AG

On-Lending Security Deed means the security deed dated 27 June 2014 executed by the On-Lending Borrower in favour of the Chargor, as amended and restated on or about the date of this Deed.

On-lending Security Documents means the "Security Documents" as defined in the On-lending Agreement, and **On-lending Security Document** means any of them

Party means a party to this Deed

Receiver means an administrative receiver, receiver and manager or a receiver, in each case, appointed under this Deed

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Bondholders and/or the Security Trustee.

Security Assets means all assets of the Chargor the subject of any security created by this Deed

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security

Security Period means the period beginning on the date of this Deed and ending on the date on which the Security Trustee is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

Trust Deed means the Security and Trust Deed dated on or around the date hereof relating to certain secured bonds issued by iwoca Oxygen plc and entered into by the Chargor as issuer, the Security Trustee as trustee and the On-Lending Borrower as guarantor.

1.2 Construction

- (a) Capitalised terms defined in the Bond Instrument have, unless expressly defined in this Deed, the same meaning in this Deed
- (b) The provisions of clause 1 2 (*interpretation*) of the Bond Instrument apply to this Deed as though they were set out in full in this Deed except that references to the Bond Instrument are to be construed as references to this Deed
- (c)
 - (i) the term **Bond Instrument** includes all amendments and supplements including supplements providing for further advances;
 - (ii) the term **this Security** means any security created or constituted by this Deed, and
 - (iii) a reference to any asset, unless the context otherwise requires, includes any present and future asset
- (d) Any covenant of the Chargor under this Deed (other than a payment obligation) remains in force during the Security Period
- (e) If the Security Trustee considers that an amount paid to it under the On-lending Agreement is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed
- (f) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset
- (g) In the event of inconsistency between the provisions of this Deed and the provisions of the Trust Deed, the terms of the Trust Deed shall prevail.

2. COVENANT TO PAY

The Chargor covenants with the Security Trustee to pay, discharge and satisfy the Secured Liabilities in accordance with each Bond Instrument and the Trust Deed

3 CREATION OF SECURITY

3.1 General

All the Security created under this Deed

- (a) is created in favour of the Security Trustee,
- (b) is created over present and future assets of the Chargor;
- (c) is security for the payment and satisfaction of all the Secured Liabilities, and
- (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

3.2 On-Lending Agreement

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under and in connection with the On-Lending Agreement, the On-Lending Security Deed, the other On-Lending Security Documents and any replacement, supplement or amendment to each such document.

3.3 Charges

The Chargor charges by way of a first fixed charge

- (a) all of its rights in respect of any amount standing to the credit of a Remittance Account and the debt represented by it;
- (b) all of the Loan Receivables (to the extent that they are not effectively assigned pursuant to Clause 3.2)

3.4 Floating charge

- (a) The Chargor charges by way of a first floating charge all the undertaking, property, assets and rights of the Chargor at any time not effectively mortgaged, charged or assigned pursuant to Clauses 3.2 and 3.3.
- (b) Except as provided below, the Security Trustee may by notice to the Chargor convert the floating charge created by this sub-clause into a fixed charge as regards any of the Chargor's assets specified in that notice, if:
 - (i) an Event of Default is outstanding; or
 - (ii) the Security Trustee considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

- (c) The floating charge created by this sub-clause may not be converted into a fixed charge solely by reason of.
 - (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium,
 under the Insolvency Act 2000
- (d) The floating charge created by this subclause will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Security Trustee receives notice of an intention to appoint an administrator
- (e) The floating charge created by this subclause is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3 5 Effect of amendment, restatement and confirmation

It is hereby agreed and declared that the Security Interests created by Clauses 3 2, 3.3 and 3 4 were created under the Original Security Deed and shall remain in full force and effect as amended and re-confirmed by this Deed

4. REPRESENTATIONS - GENERAL

4 1 Nature of security

The Chargor represents to the Security Trustee that this Deed creates those Security Interests it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise

4 2 Times for making representations

- (a) The representations set out in this Deed (including in this clause) are made on the date of this Deed.
- (b) Each representation under this Deed is deemed to be repeated by the Chargor on each day during the Security Period by reference to the fact and circumstances then existing
- (c) When a representation is repeated, it is applied to the circumstances existing at the time of repetition

5 RESTRICTIONS ON DEALINGS

5 1 Security

The Chargor must not create or permit to subsist any Security Interest on any Security Asset (except for this Security)

5.2 Disposals

The Chargor must not sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under this Deed

6. ACCOUNTS AND LOAN RECEIVABLES

6.1 Loan Receivables

- (a) The Chargor must get in and realise (and take all appropriate and necessary measures to get in and realise) the Loan Receivables in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into a Remittance Account in accordance with paragraph (b) below) on trust for the Security Trustee
- (b) The Chargor must pay all the proceeds of the getting in and realisation of Loan Receivables into a Remittance Account
- (c) The Chargor must take all measure that a prudent lender engaged in a lending business similar to that contemplated by the On-Lending Agreement would take in order to enforce its rights under the On-Lending Agreement and recover Loan Receivables
- (d) The Chargor must not waive, cancel or forgive, any Loan Receivable without the written consent of the Security Trustee.

6.2 Notices of charge

- (a) In respect of the On-Lending Agreement, the Chargor must promptly:
 - (i) serve a notice of assignment, substantially in the form of Part 1 of Schedule 1 (*Form of Notice to On-Lending Borrower*), on the On-Lending Borrower; and
 - (ii) use reasonable endeavours to ensure that the On-Lending Borrower acknowledges the notice, substantially in the form of Part 2 of Schedule 1 (*Form of Acknowledgement from On-Lending Borrower*).
- (b) In respect of each Remittance Account, the Chargor must promptly
 - (i) serve a notice of assignment, substantially in the form of Part 1 of Schedule 2 (*Form of Notice to Account Bank*), on the relevant Account Bank, and
 - (ii) use reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 2 (*Form of Acknowledgement from Account Bank*)

7 WHEN SECURITY BECOMES ENFORCEABLE

- (a) This Security shall become immediately enforceable if an Event of Default occurs.
- (b) After this Security has become enforceable, the Security Trustee may in its absolute discretion and without notice to the Chargor enforce all or any part of this Security in any manner it sees fit

8 ENFORCEMENT OF SECURITY

8.1 General

- (a) The statutory power of sale and the other statutory powers conferred on mortgagees by Section 101 of the Act as varied and extended by this Deed will be immediately exercisable at any time after this Security has become enforceable
- (b) Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Security Trustee are extended so as to authorise the Security Trustee to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Trustee may think fit and without the need to comply with any provision of section 99 or 100 of the Act
- (d) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed

8.2 No liability as mortgagee in possession

Neither the Security Trustee nor any Receiver nor any administrator will be liable, by reason of entering into possession of a Security 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 be liable except to the extent caused by its or his own gross negligence or wilful misconduct

8.3 Privileges

Each Receiver and the Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that Section 103 of the Act does not apply

8.4 Protection of third parties

No person (including a purchaser) dealing with the Security Trustee or a Receiver or an administrator or its or his agents will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable, or

- (b) whether any power which the Security Trustee or the Receiver or administrator is purporting to exercise has become exercisable, or
- (c) whether any money remains due under the On-lending Agreement; or
- (d) how any money paid to the Security Trustee or to the Receiver or administrator is to be applied.

8.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Security Trustee may:
 - (i) redeem any prior Security Interest against any Security Asset; and/or
 - (ii) procure the transfer of that Security Interest to itself, and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer and any accounts so settled and passed shall be conclusive and binding on the Chargor.

All principal moneys, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the Chargor to the Security Trustee on demand.

- (b) The Chargor must pay to the Security Trustee, immediately on demand, the costs and expenses incurred by the Security Trustee in connection with any such redemption and/or transfer, including the payment of any principal or interest

8.6 Contingencies

If this Security is enforced at a time when no amount is due under the On-lending Agreement but at a time when amounts may or will become due, the Security Trustee (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it

8.7 Statutory powers

The powers conferred by this Deed on the Security Trustee or a Receiver are in addition to and not in substitution for the powers conferred on mortgagees and mortgagees in possession under the Act, the Insolvency Act 1986 or otherwise by law and in the case of any conflict between the powers contained in any such Act and those conferred by this Deed, the terms of this Deed will prevail

9. APPOINTMENT AND RIGHTS OF RECEIVERS

9.1 Appointment of Receivers

- (a) Except as provided below, the Security Trustee may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if

- (i) so requested by the Chargor in writing, or
 - (ii) this Security has become enforceable
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under hand
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed
- (d) The Security Trustee is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under the Insolvency Act 2000
- (e) The Security Trustee may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Trustee is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies
- (f) The Security Trustee may by writing under hand (subject to any requirement for an order of the court in the case of an administrative receiver), remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated

9.2 Scope of Appointment

Any Receiver may be appointed either Receiver of all the Security Assets or Receiver of such part thereof as may be specified in the appointment and, in the latter case, the rights conferred on a Receiver by this Deed shall have effect as though every reference therein to the Security Assets were a reference to the part of such assets so specified or any part thereof

9.3 Remuneration

The Security Trustee may fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the Act will not apply

9.4 Security Trustee of the Chargor

Each Receiver is deemed to be the agent of the Chargor for all purposes and accordingly is deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone shall be responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver. The Security Trustee shall not incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason

9.5 Exercise of Receiver powers by the Security Trustee

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may, after this Security becomes enforceable, be exercised by the Security Trustee in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver

10 POWERS OF RECEIVERS

10.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law and this includes
 - (i) in the case of an administrative receiver, all the rights powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

10.2 Rights of Receivers

Any Receiver appointed pursuant to this Deed shall be entitled (either in his or her own name or in the name of the Chargor or any trustee or nominee for the Chargor) and in any manner and upon such terms and conditions as the Receiver thinks fit

- (a) to enter upon, take immediate possession of, collect and get in any Security Asset;
- (b) to carry on any business of the Chargor;
- (c) to borrow or raise money, either unsecured or on the security of any Security Asset, either in priority to this Security or otherwise, for whatever purpose the receiver thinks fit;
- (d) to lend money or advance credit to any customer of the Chargor;
- (e) to 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 any Security Asset;
- (f) to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to any Security Asset which the Receiver thinks fit,

- (g) to redeem any Security Interest (whether or not having priority to the constituted) over any Security Asset and to settle the accounts of encumbrancers,
- (h) to appoint and discharge officers, managers, employees, agents and advisors of all kinds for the purposes of this Deed upon such terms as to remuneration or otherwise as the Receiver sees fit and to discharge any person appointed by the Chargor;
- (i) to sell, exchange, convert into money and realise any Security Asset by public auction or privately and for which purposes:
 - (i) the consideration for the relevant transaction may consist of cash, debentures 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 any period the Receiver thinks fit, and
 - (ii) fixtures (other than landlord's fixtures), may be severed and sold separately from the relevant property without the consent of the Chargor;
- (j) to give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset;
- (k) to form a Subsidiary of the Chargor and transfer any Security Asset to that Subsidiary;
- (l) to otherwise.
 - (i) do all such other acts and things the Receiver may consider necessary or expedient for the realising of any Security Asset or incidental or conducive to the exercise of any of the rights conferred on the Receiver under or by virtue of this Deed or law;
 - (ii) exercise in relation to any Security Assets all the powers, authorities and things which the Receiver would be capable of exercising if the Receiver were the absolute beneficial owner of that Security Asset; and
 - (iii) use the name of the Chargor for any of the above purposes

Each of the rights specified in each of the above paragraphs shall (except as otherwise provided) be distinct and shall not be in any way limited by reference to any other paragraph

10.3 Delegation

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

11 APPLICATION OF PROCEEDS

Any moneys received by the Security Trustee or any Receiver after this Security has become enforceable shall be applied:

- (a) in or towards payment of or provision for all costs and expenses incurred by the Security Trustee or any Receiver under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed,
- (b) in or towards payment of or provision for the Secured Liabilities; and
- (c) in payment of the surplus (if any) to the Chargor or other person entitled to it

This Clause is subject to the payment of any claims having priority over this Security. This Clause does not prejudice the right of the Security Trustee to recover any shortfall from the Chargor.

12 DELEGATION

The Security Trustee and any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed. Any such delegation may be made upon the terms (including power to sub-delegate) which the Security Trustee or Receiver may think fit. Neither the Security Trustee nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

13 EXPENSES AND INDEMNITY

The Chargor must

- (a) immediately on demand pay all costs and expenses (including legal fees) incurred in connection with this Deed by the Security Trustee, any Receiver, attorney, manager, agent or other person appointed by the Security Trustee under this Deed including any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise; and
- (b) keep each of them indemnified against any failure or delay in paying those costs or expenses.

14. FURTHER ASSURANCES

The Chargor must, at its own expense, take whatever action the Security Trustee or a Receiver may require for.

- (a) creating, perfecting or protecting any Security intended to be created by this Deed; or

- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Trustee or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset

This includes

- (i) the execution of any transfer, assignment or assurance of any property, whether to the Security Trustee or to its nominee, or
- (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Security Trustee may think expedient

15. POWER OF ATTORNEY

The Chargor by way of security irrevocably and severally appoints the Security Trustee, each Receiver and any of their respective delegates or sub-delegates to be its attorney and in its name and on its behalf 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 under its appointment under this Clause.

16. APPROPRIATION

- (a) To the extent that any of the Security Assets constitute "financial collateral" and this Deed and the obligations of the Chargor under this Deed constitute a "security financial collateral arrangement" (as defined in and for the purposes of the Financial Collateral Arrangements (No.2) Regulations 2003 (the "Regulations")), at any time after an Event of Default has occurred, the Security Trustee may appropriate all or part of the Security Assets in or towards satisfaction of the Secured Liabilities
- (b) The Security Trustee must attribute a value to the appropriated Security Asset in a commercially reasonable manner.
- (c) Where the Security Trustee exercises its rights of appropriation and the value of the Security Assets appropriated differs from the amount of the Secured Liabilities, as the case may be, either
 - (i) the Security Trustee must account to the Chargor for the amount by which the value of the Security Assets exceeds the Secured Liabilities; or
 - (ii) the Chargor will remain liable to the Security Trustee for any amount whereby the value of the Security Assets are less than the Secured Liabilities.

17 FURTHER PROVISIONS

- 17.1 This Deed shall be in addition to and independent of each and every other security or guarantee which the Security Trustee may at any time hold for any of the Secured

Liabilities and no prior security held by the Security Trustee over the whole or any part of the Security Assets shall merge in the security created by this Deed.

- 17 2 This Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or other matter or thing whatsoever, until the date on which the Security Trustee discharges this Deed in writing.
- 17 3 A certificate or determination by the Security Trustee as to any amount for the time being due to it from the Chargor shall (in the absence of any manifest error) be conclusive evidence of the amount due
- 17 4 The rights and powers of the Security Trustee conferred by this Deed are cumulative, may be exercised as often as the Security Trustee considers appropriate, and are in addition to its rights and powers under the general law
- 17.5 Any waiver or variation of any right by the Security Trustee (whether arising under this Deed or under the general law) shall only be effective if it is in writing and signed by the Security Trustee and applies only in the circumstances for which it was given and shall not prevent the Security Holder from subsequently relying on the relevant provision in relation to different circumstances
- 17 6 No act or course of conduct or negotiation by or on behalf of the Security Trustee shall in any way preclude the Security Trustee from exercising any right or power under this Deed or constitute a suspension or variation of any such right or power unless made in accordance with Clause 17.5 above
- 17 7 No delay or failure to exercise any right or power under this Deed shall operate as a waiver.
- 17.8 No single or partial exercise of any right under this Deed shall prevent any other or further exercise of that or any other such right.
- 17.9 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Deed under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties
- 17.10 This Deed may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.
- 17 11 A third party, other than a Receiver, has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this Deed
- 17 12 If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

18 RELEASE

At the end of the Security Period, the Security Trustee must, at the request and cost of the Chargor, take whatever action is necessary to release the Security Assets from this Security provided that any release, discharge or settlement between the Chargor and the Security Trustee shall be deemed conditional upon no payment or security received by the Security Trustee in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership notwithstanding any such release, discharge or settlement.

19. GOVERNING LAW

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

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

SCHEDULE 1

FORM OF NOTICE TO ON-LENDING BORROWER

Part 1

Form of Notice To On-Lending Borrower

iwoca Limited
26 Red Lion Square
London
WC1R 4AG

Dear Sirs,

This letter constitutes notice to you that by a security deed dated [●] 2015 (the **Security Deed**) we assigned (by way of security) to Cornhill Capital Limited (the **Security Trustee**), as trustee for the Bondholders (as defined in the Security Deed) all our rights under the on-lending agreement between yourselves and ourselves dated [] 2015 (the **On-Lending Agreement**) and the security deed dated 24 June 2014 executed by you in our favour, as amended and restated (the **On-Lending Security Deed**).

We irrevocably instruct and authorise you to.

- (a) disclose to the Security Trustee without any reference to or further authority from us and without any inquiry by you as to the justification for the disclosure, any information relating to the On-Lending Agreement and/or the On-Lending Security Deed which the Security Trustee may request from you, and
- (b) pay any sum payable by you under the On-Lending Agreement and/or the On-Lending Security Deed to our account with [the Agent] at [●], Sort Code [●], Account No [●]

This letter is governed by and shall be construed in accordance with English law.

Please confirm your agreement to the above by sending the enclosed acknowledgement to the Agent with a copy to ourselves

Yours faithfully,

.. . . .

(Authorised signatory)

iwoca oxygen PLC

Part 2

Form of Acknowledgement of the On-Lending Borrower

Cornhill Capital Limited

4th Floor
18 St Swithun's Lane
London
EC4N 8AD

Copy.

iwoca oxygen PLC

26 Red Lion Square
London
WC1R 4AG

[] 2015

Dear Sirs,

We confirm receipt from iwoca oxygen PLC (the **Chargor**) of a notice dated [] 2015 (the **Notice**) of a charge upon the terms of the Security Deed of all the Chargor's rights under the On-Lending Agreement and the On-Lending Security Deed (each as defined in the Notice)

We confirm that we:

- (a) have not received notice of the interest of any third party in the On-Lending Agreement or the On-Lending Security Deed,
- (b) must pay any amount payable by us under the On-Lending Agreement and/or the On-Lending Security Deed to the Chargor's account at [•], Sort Code [•], Account No [•]; and
- (c) subject to the terms of the Security Deed, we must accept your instructions in relation to the Chargor's rights under the On-Lending Agreement and the On-Lending Security Deed

This letter is governed by and shall be construed in accordance with English law.

Yours faithfully,

.. .. .

(Authorised signatory)

iwoca Limited

SCHEDULE 2
FORM OF NOTICE TO ACCOUNT BANK

Part 1

Form of Notice to Account Bank

To **[Account Bank]**

2014

Dear Sirs

This letter constitutes notice to you that, by a security deed dated [●] 2015 (the **Security Deed**), we have charged (by way of a first fixed charge) in favour of Cornhill Capital Limited (the **Security Trustee**) all our rights in respect of any amount standing to the following Account

[detail accounts] (the **Account**)

We hereby irrevocably instruct and authorise you to disclose to the Security Trustee, such information relating to the Account as the Security Trustee may request to comply with the terms of any written notice or instruction relating to the Account given to you by the Security Trustee and to pay or release any sum standing to the credit of the Account in accordance with the written instructions of the Security Trustee

We confirm that you should comply with the instructions in this letter without any further permission from, or reference to, us

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Trustee

This letter is governed by and shall be construed in accordance with English law

Would you please confirm your agreement to the above by sending the enclosed acknowledgement to the Security Trustee at [●] with a copy to ourselves.

Yours faithfully

.....
iwoca oxygen PLC
(authorised signatory)

Part 2

Form of Acknowledgement from Account Bank

[Letterhead of Account Bank]

Cornhill Capital Limited

4th Floor
18 St Swithin's Lane
London
EC4N 8AD

Copy.

iwoca oxygen PLC

26 Red Lion Square
London
WC1R 4AG

2014

Dear Sirs

We confirm receipt from iwoca oxygen PLC (the **Chargor**) of a notice dated [●] 2015 of a charge upon the terms of a Security Deed, over all the rights of the Chargor to any amount standing to the credit of any of the following account of the Chargor held with us (the **Account**):

[insert account details].

We confirm that we

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) have not received notice of the interest of any third party in the Account; and
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the Account.

This letter is governed by and shall be construed in accordance with English law.

Yours faithfully,

.....
(Authorised signatory)
[Account Bank]

SIGNATORIES

Chargor

EXECUTED as a DEED by)
iwoca oxygen PLC acting by)
)
)
)
)
)



Director



Director

Security Trustee

EXECUTED as a DEED by)
CORNHILL CAPITAL LIMITED)
acting by)
)
)
)

Director

Director

EXECUTION

DATED 3 MARCH 2016

iwoca oxygen PLC
as Chargor

We hereby certify this
to be a true copy of the original
Howard Kennedy LLP
1 London Bridge
LONDON
SE1 9BG *HK 18/03/2016*

and

CORNHILL CAPITAL LIMITED
as Security Trustee

SECURITY DEED

(amending, restating and re-confirming the security deed executed on 14 May 2015)

Paul Hastings (Europe) LLP
Ten Bishops Square
Eighth Floor
London E1 6EG

Tel +44 (0) 20 3023 5100
Fax +44 (0) 20 3023 5109
Ref JJ6

EXECUTION

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March 14, 2016 between *Leins Boddy* **EXECUTIO**
February 2016 between *Leins Boddy* 09099356

09099356

- ## BACKGROUND:

- IT IS AGREED** as follows

1.1 Definitions

Account means the Remittance Account and each other account of the Chargor

Assigned Loan Document means the On-Lending Agreement

Bondholders has the meaning given to such term in the Bond Instrument

Bond Instrument means (i) the bond instrument constituting up to £7,500,000 9% Series A and Series B Bonds dated 27 June 2014 executed by the Chargor and the On-Lending Borrower (ii) the bond instrument constituting up to €2 million 9% Series A and Series B Euro Bonds dated 9 December 2014 executed by the Chargor and the

On-Lending Borrower, (iii) the bond instrument constituting up to £3,000,000 9% Series C Bonds dated 14 May 2015 executed by the Chargor and the On-lending Borrower and (iv) any other bond instrument executed in connection with any issuance of bonds by the Chargor which has been approved in writing by the On-lending Borrower (whether by executing the bond instrument as a guarantor or otherwise) from time to time and, in each case for so long as any amount remains outstanding to bondholders under that instrument (and including any amendments to the foregoing)

Remittance Account means any account of the Chargor into which Loan Receivables are due to be paid and in respect of which a notice of assignment has been served on the relevant Account Bank (including the account with Metrobank account number 14643788 Sortcode 230580) and any sub account or replacement account of that account

Event of Default means

- (a) the On-Lending Borrower failing to comply with any of its obligations the On-Lending Agreement,
- (b) any representation made or repeated by the Chargor in this Deed or in any document delivered by or on behalf of the Chargor under this Deed is incorrect in any material respect when made or deemed to be repeated, or
- (c) any Event of Default occurs under the terms of a Bond Instrument

Loan Receivables means all amounts due and owing to the Chargor under or in connection with the On-Lending Agreement at any time and the benefit of all rights securities or guarantees of any nature enjoyed or held by the Chargor in relation to the same

On-lending Agreement means a loan agreement dated on or around 30 June 2014 (as amended and restated on or around 14 May 2015) pursuant to which the Chargor shall lend all proceeds of any bonds (including the Series A Bonds and Series B Bonds issued pursuant to the Bond Instrument) issued by the Chargor from time to time to the On-Lending Borrower

On-Lending Borrower means iwoca Limited (registered in England with number 07798925) whose registered office is at 26 Red Lion Square, London WC1R 4AG

On-Lending Security Deed means the security deed dated 27 June 2014 executed by the On-Lending Borrower in favour of the Chargor, as amended and restated on or about the date of this Deed

On-lending Security Documents means the "Security Documents" as defined in the On-lending Agreement, and **On-lending Security Document** means any of them

Party means a party to this Deed

Receiver means an administrative receiver, receiver and manager or a receiver, in each case, appointed under this Deed

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Bondholders and/or the Security Trustee

Security Assets means all assets of the Chargor the subject of any security created by this Deed

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security

Security Period means the period beginning on the date of this Deed and ending on the date on which the Security Trustee is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

Trust Deed means the Security and Trust Deed dated on or around the date hereof relating to certain secured bonds issued by iwoca Oxygen plc and entered into by the Chargor as issuer, the Security Trustee as trustee and the On-Lending Borrower as guarantor

1 2 Construction

- (a) Capitalised terms defined in the Bond Instrument have, unless expressly defined in this Deed, the same meaning in this Deed
- (b) The provisions of clause 1 2 (*interpretation*) of the Bond Instrument apply to this Deed as though they were set out in full in this Deed except that references to the Bond Instrument are to be construed as references to this Deed
- (c)
 - (i) the term **Bond Instrument** includes all amendments and supplements including supplements providing for further advances,
 - (ii) the term **this Security** means any security created or constituted by this Deed, and
 - (iii) a reference to any asset, unless the context otherwise requires, includes any present and future asset
- (d) Any covenant of the Chargor under this Deed (other than a payment obligation) remains in force during the Security Period
- (e) If the Security Trustee considers that an amount paid to it under the On-lending Agreement is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed
- (f) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset
- (g) In the event of inconsistency between the provisions of this Deed and the provisions of the Trust Deed, the terms of the Trust Deed shall prevail

2 COVENANT TO PAY

The Chargor covenants with the Security Trustee to pay, discharge and satisfy the Secured Liabilities in accordance with each Bond Instrument and the Trust Deed

3 CREATION OF SECURITY

3 1 General

All the Security created under this Deed

- (a) is created in favour of the Security Trustee,
- (b) is created over present and future assets of the Chargor,
- (c) is security for the payment and satisfaction of all the Secured Liabilities, and
- (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

3 2 On-Lending Agreement

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under and in connection with the On-Lending Agreement, the On-Lending Security Deed, the other On-Lending Security Documents and any replacement, supplement or amendment to each such document

3 3 Charges

The Chargor charges by way of a first fixed charge.

- (a) all of its rights in respect of any amount standing to the credit of a Remittance Account and the debt represented by it,
- (b) all of the Loan Receivables (to the extent that they are not effectively assigned pursuant to Clause 3 2)

3 4 Floating charge

- (a) The Chargor charges by way of a first floating charge all the undertaking, property, assets and rights of the Chargor at any time not effectively mortgaged, charged or assigned pursuant to Clauses 3 2 and 3 3
- (b) Except as provided below, the Security Trustee may by notice to the Chargor convert the floating charge created by this sub-clause into a fixed charge as regards any of the Chargor's assets specified in that notice, if
 - (i) an Event of Default is outstanding, or
 - (ii) the Security Trustee considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

- (c) The floating charge created by this sub-clause may not be converted into a fixed charge solely by reason of
 - (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium, under the Insolvency Act 2000
- (d) The floating charge created by this subclause will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Security Trustee receives notice of an intention to appoint an administrator
- (e) The floating charge created by this subclause is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

3 5 Effect of amendment, restatement and confirmation

It is hereby agreed and declared that the Security Interests created by Clauses 3 2, 3 3 and 3 4 were created under the Original Security Deed and shall remain in full force and effect as amended and re-confirmed by this Deed

4 REPRESENTATIONS - GENERAL

4 1 Nature of security

The Chargor represents to the Security Trustee that this Deed creates those Security Interests it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise

4 2 Times for making representations

- (a) The representations set out in this Deed (including in this clause) are made on the date of this Deed
- (b) Each representation under this Deed is deemed to be repeated by the Chargor on each day during the Security Period by reference to the fact and circumstances then existing
- (c) When a representation is repeated, it is applied to the circumstances existing at the time of repetition

5 RESTRICTIONS ON DEALINGS

5 1 Security

The Chargor must not create or permit to subsist any Security Interest on any Security Asset (except for this Security)

5 2 Disposals

The Chargor must not sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under this Deed

6 ACCOUNTS AND LOAN RECEIVABLES

6 1 Loan Receivables

- (a) The Chargor must get in and realise (and take all appropriate and necessary measures to get in and realise) the Loan Receivables in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into a Remittance Account in accordance with paragraph (b) below) on trust for the Security Trustee
- (b) The Chargor must pay all the proceeds of the getting in and realisation of Loan Receivables into a Remittance Account
- (c) The Chargor must take all measure that a prudent lender engaged in a lending business similar to that contemplated by the On-Lending Agreement would take in order to enforce its rights under the On-Lending Agreement and recover Loan Receivables
- (d) The Chargor must not waive, cancel or forgive, any Loan Receivable without the written consent of the Security Trustee

6 2 Notices of charge

- (a) In respect of the On-Lending Agreement, the Chargor must promptly
 - (i) serve a notice of assignment, substantially in the form of Part 1 of Schedule 1 (*Form of Notice to On-Lending Borrower*), on the On-Lending Borrower, and
 - (ii) use reasonable endeavours to ensure that the On-Lending Borrower acknowledges the notice, substantially in the form of Part 2 of Schedule 1 (*Form of Acknowledgement from On-Lending Borrower*)
- (b) In respect of each Remittance Account, the Chargor must promptly
 - (i) serve a notice of assignment, substantially in the form of Part 1 of Schedule 2 (*Form of Notice to Account Bank*), on the relevant Account Bank, and
 - (ii) use reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 2 (*Form of Acknowledgement from Account Bank*)

7 WHEN SECURITY BECOMES ENFORCEABLE

- (a) This Security shall become immediately enforceable if an Event of Default occurs
- (b) After this Security has become enforceable, the Security Trustee may in its absolute discretion and without notice to the Chargor enforce all or any part of this Security in any manner it sees fit

8 ENFORCEMENT OF SECURITY

8.1 General

- (a) The statutory power of sale and the other statutory powers conferred on mortgagees by Section 101 of the Act as varied and extended by this Deed will be immediately exercisable at any time after this Security has become enforceable
- (b) Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to this Security
- (c) The statutory powers of leasing conferred on the Security Trustee are extended so as to authorise the Security Trustee to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Trustee may think fit and without the need to comply with any provision of section 99 or 100 of the Act
- (d) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed

8.2 No liability as mortgagee in possession

Neither the Security Trustee nor any Receiver nor any administrator will be liable, by reason of entering into possession of a Security 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 be liable except to the extent caused by its or his own gross negligence or wilful misconduct

8.3 Privileges

Each Receiver and the Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that Section 103 of the Act does not apply

8.4 Protection of third parties

No person (including a purchaser) dealing with the Security Trustee or a Receiver or an administrator or its or his agents will be concerned to enquire

- (a) whether the Secured Liabilities have become payable, or

- (b) whether any power which the Security Trustee or the Receiver or administrator is purporting to exercise has become exercisable, or
- (c) whether any money remains due under the On-lending Agreement, or
- (d) how any money paid to the Security Trustee or to the Receiver or administrator is to be applied

8 5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Security Trustee may
 - (i) redeem any prior Security Interest against any Security Asset, and/or
 - (ii) procure the transfer of that Security Interest to itself, and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer and any accounts so settled and passed shall be conclusive and binding on the Chargor

All principal moneys, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the Chargor to the Security Trustee on demand

- (b) The Chargor must pay to the Security Trustee, immediately on demand, the costs and expenses incurred by the Security Trustee in connection with any such redemption and/or transfer, including the payment of any principal or interest

8 6 Contingencies

If this Security is enforced at a time when no amount is due under the On-lending Agreement but at a time when amounts may or will become due, the Security Trustee (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it

8 7 Statutory powers

The powers conferred by this Deed on the Security Trustee or a Receiver are in addition to and not in substitution for the powers conferred on mortgagees and mortgagees in possession under the Act, the Insolvency Act 1986 or otherwise by law and in the case of any conflict between the powers contained in any such Act and those conferred by this Deed, the terms of this Deed will prevail

9 APPOINTMENT AND RIGHTS OF RECEIVERS

9 1 Appointment of Receivers

- (a) Except as provided below, the Security Trustee may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if

- (i) so requested by the Chargor in writing, or
- (ii) this Security has become enforceable
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under hand
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed
- (d) The Security Trustee is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under the Insolvency Act 2000
- (e) The Security Trustee may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Trustee is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies
- (f) The Security Trustee may by writing under hand (subject to any requirement for an order of the court in the case of an administrative receiver), remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated

9 2 Scope of Appointment

Any Receiver may be appointed either Receiver of all the Security Assets or Receiver of such part thereof as may be specified in the appointment and, in the latter case, the rights conferred on a Receiver by this Deed shall have effect as though every reference therein to the Security Assets were a reference to the part of such assets so specified or any part thereof

9 3 Remuneration

The Security Trustee may fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the Act will not apply

9 4 Security Trustee of the Chargor

Each Receiver is deemed to be the agent of the Chargor for all purposes and accordingly is deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone shall be responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver. The Security Trustee shall not incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason

9 5 Exercise of Receiver powers by the Security Trustee

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may, after this Security becomes enforceable, be exercised by the Security Trustee in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver

10 POWERS OF RECEIVERS

10 1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law and this includes
 - (i) in the case of an administrative receiver, all the rights powers and discretions conferred on an administrative receiver under the Insolvency Act 1986, and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver

10 2 Rights of Receivers

Any Receiver appointed pursuant to this Deed shall be entitled (either in his or her own name or in the name of the Chargor or any trustee or nominee for the Chargor) and in any manner and upon such terms and conditions as the Receiver thinks fit

- (a) to enter upon, take immediate possession of, collect and get in any Security Asset,
- (b) to carry on any business of the Chargor,
- (c) to borrow or raise money, either unsecured or on the security of any Security Asset, either in priority to this Security or otherwise, for whatever purpose the receiver thinks fit,
- (d) to lend money or advance credit to any customer of the Chargor,
- (e) to 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 any Security Asset,
- (f) to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to any Security Asset which the Receiver thinks fit,

- (g) to redeem any Security Interest (whether or not having priority to the constituted) over any Security Asset and to settle the accounts of encumbrancers,
- (h) to appoint and discharge officers, managers, employees, agents and advisors of all kinds for the purposes of this Deed upon such terms as to remuneration or otherwise as the Receiver sees fit and to discharge any person appointed by the Chargor,
- (i) to sell, exchange, convert into money and realise any Security Asset by public auction or privately and for which purposes
 - (i) the consideration for the relevant transaction may consist of cash, debentures 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 any period the Receiver thinks fit, and
 - (ii) fixtures (other than landlord's fixtures), may be severed and sold separately from the relevant property without the consent of the Chargor,
- (j) to give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset,
- (k) to form a Subsidiary of the Chargor and transfer any Security Asset to that Subsidiary,
- (l) to otherwise
 - (i) do all such other acts and things the Receiver may consider necessary or expedient for the realising of any Security Asset or incidental or conducive to the exercise of any of the rights conferred on the Receiver under or by virtue of this Deed or law,
 - (ii) exercise in relation to any Security Assets all the powers, authorities and things which the Receiver would be capable of exercising if the Receiver were the absolute beneficial owner of that Security Asset, and
 - (iii) use the name of the Chargor for any of the above purposes

Each of the rights specified in each of the above paragraphs shall (except as otherwise provided) be distinct and shall not be in any way limited by reference to any other paragraph

10.3 Delegation

A Receiver may delegate his powers in accordance with this Deed

11 APPLICATION OF PROCEEDS

Any moneys received by the Security Trustee or any Receiver after this Security has become enforceable shall be applied

- (a) in or towards payment of or provision for all costs and expenses incurred by the Security Trustee or any Receiver under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed,
- (b) in or towards payment of or provision for the Secured Liabilities, and
- (c) in payment of the surplus (if any) to the Chargor or other person entitled to it

This Clause is subject to the payment of any claims having priority over this Security
This Clause does not prejudice the right of the Security Trustee to recover any shortfall from the Chargor

12 DELEGATION

The Security Trustee and any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed. Any such delegation may be made upon the terms (including power to sub-delegate) which the Security Trustee or Receiver may think fit. Neither the Security Trustee nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

13 EXPENSES AND INDEMNITY

The Chargor must

- (a) immediately on demand pay all costs and expenses (including legal fees) incurred in connection with this Deed by the Security Trustee, any Receiver, attorney, manager, agent or other person appointed by the Security Trustee under this Deed including any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise, and
- (b) keep each of them indemnified against any failure or delay in paying those costs or expenses

14 FURTHER ASSURANCES

The Chargor must, at its own expense, take whatever action the Security Trustee or a Receiver may require for

- (a) creating, perfecting or protecting any Security intended to be created by this Deed, or

- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Trustee or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset

This includes

- (i) the execution of any transfer, assignment or assurance of any property, whether to the Security Trustee or to its nominee, or
- (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Security Trustee may think expedient

15 POWER OF ATTORNEY

The Chargor by way of security irrevocably and severally appoints the Security Trustee, each Receiver and any of their respective delegates or sub-delegates to be its attorney and in its name and on its behalf 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 under its appointment under this Clause

16 APPROPRIATION

- (a) To the extent that any of the Security Assets constitute "financial collateral" and this Deed and the obligations of the Chargor under this Deed constitute a "security financial collateral arrangement" (as defined in and for the purposes of the Financial Collateral Arrangements (No 2) Regulations 2003 (the "Regulations")), at any time after an Event of Default has occurred, the Security Trustee may appropriate all or part of the Security Assets in or towards satisfaction of the Secured Liabilities
- (b) The Security Trustee must attribute a value to the appropriated Security Asset in a commercially reasonable manner
- (c) Where the Security Trustee exercises its rights of appropriation and the value of the Security Assets appropriated differs from the amount of the Secured Liabilities, as the case may be, either
 - (i) the Security Trustee must account to the Chargor for the amount by which the value of the Security Assets exceeds the Secured Liabilities, or
 - (ii) the Chargor will remain liable to the Security Trustee for any amount whereby the value of the Security Assets are less than the Secured Liabilities

17 FURTHER PROVISIONS

- 17.1 This Deed shall be in addition to and independent of each and every other security or guarantee which the Security Trustee may at any time hold for any of the Secured

Liabilities and no prior security held by the Security Trustee over the whole or any part of the Security Assets shall merge in the security created by this Deed

- 17 2 This Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or other matter or thing whatsoever, until the date on which the Security Trustee discharges this Deed in writing
- 17 3 A certificate or determination by the Security Trustee as to any amount for the time being due to it from the Chargor shall (in the absence of any manifest error) be conclusive evidence of the amount due
- 17 4 The rights and powers of the Security Trustee conferred by this Deed are cumulative, may be exercised as often as the Security Trustee considers appropriate, and are in addition to its rights and powers under the general law.
- 17 5 Any waiver or variation of any right by the Security Trustee (whether arising under this Deed or under the general law) shall only be effective if it is in writing and signed by the Security Trustee and applies only in the circumstances for which it was given and shall not prevent the Security Holder from subsequently relying on the relevant provision in relation to different circumstances
- 17 6 No act or course of conduct or negotiation by or on behalf of the Security Trustee shall in any way preclude the Security Trustee from exercising any right or power under this Deed or constitute a suspension or variation of any such right or power unless made in accordance with Clause 17 5 above
- 17 7 No delay or failure to exercise any right or power under this Deed shall operate as a waiver
- 17 8 No single or partial exercise of any right under this Deed shall prevent any other or further exercise of that or any other such right
- 17 9 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Deed under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.
- 17 10 This Deed may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document
- 17 11 A third party, other than a Receiver, has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this Deed
- 17 12 If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009)

18 RELEASE

At the end of the Security Period, the Security Trustee must, at the request and cost of the Chargor, take whatever action is necessary to release the Security Assets from this Security provided that any release, discharge or settlement between the Chargor and the Security Trustee shall be deemed conditional upon no payment or security received by the Security Trustee in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership notwithstanding any such release, discharge or settlement

19 GOVERNING LAW

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

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

SCHEDULE 1

FORM OF NOTICE TO ON-LENDING BORROWER

Part 1

Form of Notice To On-Lending Borrower

iwoca Limited
26 Red Lion Square
London
WC1R 4AG

Dear Sirs,

This letter constitutes notice to you that by a security deed dated [●] 2015 (the **Security Deed**) we assigned (by way of security) to Cornhill Capital Limited (the **Security Trustee**), as trustee for the Bondholders (as defined in the Security Deed) all our rights under the on-lending agreement between yourselves and ourselves dated [] 2015 (the **On-Lending Agreement**) and the security deed dated 24 June 2014 executed by you in our favour, as amended and restated (the **On-Lending Security Deed**)

We irrevocably instruct and authorise you to

- (a) disclose to the Security Trustee without any reference to or further authority from us and without any inquiry by you as to the justification for the disclosure, any information relating to the On-Lending Agreement and/or the On-Lending Security Deed which the Security Trustee may request from you, and
- (b) pay any sum payable by you under the On-Lending Agreement and/or the On-Lending Security Deed to our account with [the Agent] at [●], Sort Code [●], Account No [●]

This letter is governed by and shall be construed in accordance with English law

Please confirm your agreement to the above by sending the enclosed acknowledgement to the Agent with a copy to ourselves

Yours faithfully,

(Authorised signatory)

iwoca oxygen PLC

Part 2

Form of Acknowledgement of the On-Lending Borrower

Cornhill Capital Limited

4th Floor
18 St Swithin's Lane
London
EC4N 8AD

Copy

iwoca oxygen PLC

26 Red Lion Square
London
WC1R 4AG

[] 2015

Dear Sirs,

We confirm receipt from iwoca oxygen PLC (the **Chargor**) of a notice dated [] 2015 (the **Notice**) of a charge upon the terms of the Security Deed of all the Chargor's rights under the On-Lending Agreement and the On-Lending Security Deed (each as defined in the Notice)

We confirm that we

- (a) have not received notice of the interest of any third party in the On-Lending Agreement or the On-Lending Security Deed,
- (b) must pay any amount payable by us under the On-Lending Agreement and/or the On-Lending Security Deed to the Chargor's account at [•], Sort Code [•], Account No [•], and
- (c) subject to the terms of the Security Deed, we must accept your instructions in relation to the Chargor's rights under the On-Lending Agreement and the On-Lending Security Deed

This letter is governed by and shall be construed in accordance with English law

Yours faithfully,

(Authorised signatory)

iwoca Limited

SCHEDULE 2
FORM OF NOTICE TO ACCOUNT BANK

Part 1

Form of Notice to Account Bank

To [Account Bank]

2014

Dear Sirs

This letter constitutes notice to you that, by a security deed dated [●] 2015 (the **Security Deed**), we have charged (by way of a first fixed charge) in favour of Cornhill Capital Limited (the **Security Trustee**) all our rights in respect of any amount standing to the following Account

[*detail accounts*] (the **Account**)

We hereby irrevocably instruct and authorise you to disclose to the Security Trustee, such information relating to the Account as the Security Trustee may request to comply with the terms of any written notice or instruction relating to the Account given to you by the Security Trustee and to pay or release any sum standing to the credit of the Account in accordance with the written instructions of the Security Trustee

We confirm that you should comply with the instructions in this letter without any further permission from, or reference to, us

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Trustee

This letter is governed by and shall be construed in accordance with English law

Would you please confirm your agreement to the above by sending the enclosed acknowledgement to the Security Trustee at [●] with a copy to ourselves

Yours faithfully

iwoca oxygen PLC
(authorised signatory)

Part 2

Form of Acknowledgement from Account Bank

[Letterhead of Account Bank]

Cornhill Capital Limited

4th Floor
18 St Swithin's Lane
London
EC4N 8AD

Copy

iwoca oxygen PLC

26 Red Lion Square
London
WC1R 4AG

2014

Dear Sirs

We confirm receipt from iwoca oxygen PLC (the **Chargor**) of a notice dated [●] 2015 of a charge upon the terms of a Security Deed, over all the rights of the Chargor to any amount standing to the credit of any of the following account of the Chargor held with us (the **Account**)

[insert account details]

We confirm that we

- (a) accept the instructions contained in the notice and agree to comply with the notice,
- (b) have not received notice of the interest of any third party in the Account, and
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the Account

This letter is governed by and shall be construed in accordance with English law

Yours faithfully,

(Authorised signatory)
[Account Bank]

SIGNATORIES

Chargor

EXECUTED as a DEED by)
iwoca oxygen PLC acting by)
)
)
)
)
)

Director

Director

Security Trustee

EXECUTED as a DEED by)
CORNHILL CAPITAL LIMITED)
 acting by)

Director

Director