



Registration of a Charge

Company name: **Empiric (Glasgow Ballet School) Limited**

Company number: **09443823**



X529T69N

Received for Electronic Filing: **07/03/2016**

Details of Charge

Date of creation: **29/02/2016**

Charge code: **0944 3823 0004**

Persons entitled: **CANADA LIFE LIMITED (A LIMITED LIABILITY COMPANY REGISTERED IN ENGLAND & WALES WITH COMPANY NUMBER 973271)**

Brief description: **NOT APPLICABLE.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

ADDLESHAW GODDARD LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9443823

Charge code: 0944 3823 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th February 2016 and created by Empiric (Glasgow Ballet School) Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th March 2016 .

Given at Companies House, Cardiff on 8th March 2016

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



Companies House



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



Dated 29 FEBRUARY 2016

THE COMPANIES LISTED IN PART 1 OF SCHEDULE 1
as Subordinated Debtors

THE COMPANIES LISTED IN PART 2 OF SCHEDULE 1
as Subordinated Creditors

CANADA LIFE LIMITED
as Lender

SUBORDINATED CREDITORS'
SECURITY AGREEMENT

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This Deed is made on

29 FEBRUARY

2016

Between

- (1) The companies listed in part 1 of schedule 1 (each a **Subordinated Debtor** and together the **Subordinated Debtors**);
- (2) The companies listed in part 2 of schedule 1 (each a **Subordinated Creditor** and together the **Subordinated Creditors**); and
- (3) **Canada Life Limited** (a limited liability company registered in England & Wales with company number 973271) operating through its office at 1-6 Lombard Street, London EC3V 9JU (**Lender**).

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed:

Borrower means Empiric Investments (Two) Limited (a limited liability company registered in England & Wales with company number 9212619) whose registered office is at 6-8 James Street, London, W1U 1ED

Facility Agreement means the facility agreement dated 11 May 2015, as amended and restated on or about the date of this Deed between the Borrower as borrower, the companies listed in schedule 1 (Original parties) therein as propcos, and the Lender as lender

Party means a party to this Deed

Receiver means any receiver appointed over any Secured Assets or any Subordinated Creditor whether under this Deed or by order of the court on application by the Lender and includes a receiver and manager

Related Rights means, in relation to any Subordinated Loan Agreement and/or any Subordinated Loan:

- (a) the proceeds of sale of any part of that asset
- (b) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants of title in respect of that asset and
- (c) all monies and proceeds paid or payable in respect of that asset

Relevant Jurisdiction means, in relation to a Subordinated Creditor:

- (a) its jurisdiction of incorporation
- (b) any jurisdiction where any asset subject to or intended to be subject to the Security created pursuant to the Security Documents is situated
- (c) any jurisdiction where it conducts its business and

- (d) the jurisdiction whose laws govern the perfection of any of the Security Documents entered into by it

Secured Assets means all of the assets of each Subordinated Creditor the subject of any Security created by or under this Deed in favour of the Lender

Secured Obligations means all monies and liabilities now or after the date of this Deed due owing or incurred to the Lender by any Borrower Obligor 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 Lender

Security Period means the period beginning on the date of this Deed and ending on the date on which the Lender is satisfied that the Secured Obligations have been irrevocably and unconditionally satisfied in full and all facilities made available by the Lender under the Finance Documents (or any of them) have been cancelled

Subordinated Loans means the aggregate of all and any loans made available or to be made available by any Subordinated Creditor to any Subordinated Debtor from time to time (and whether pursuant to a Subordinated Loan Agreement or otherwise)

Subordinated Loan Agreements means any subordinated loan agreement entered or to be entered into from time to time between any Subordinated Debtor and any Subordinated Creditor

1.2 Interpretation

- (a) Unless otherwise defined in this Deed, a term defined in the Facility Agreement has the same meaning when used in this Deed or any notices, acknowledgements or other documents issued under or in connection with this Deed.
- (b) In this Deed, the term:
 - (i) **disposal** includes a sale, transfer, assignment, grant or creation of any interest derived out of all or any part of any Secured Asset, licence, declaration of trust or other disposal, whether voluntary or involuntary, and **dispose** will be construed accordingly; and
 - (ii) **assets** includes present and future properties, revenues and rights of every description (including any right to receive such revenues).
- (c) Clause 1.2 (Construction) of the Facility Agreement is incorporated into this Deed as if set out here in full but so that each reference in that clause to **this Agreement** shall be read as a reference to this Deed.
- (d) Reference to the Subordinated Creditors or the Subordinated Debtors is to all and any of them save where the context requires.

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 but this does not affect any right

or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

- (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 issued or entered into under or in connection with it.

2 Covenant to pay

2.1 Covenant

Subject to the provisions of clause 2.2 (Limited Recourse), each Subordinated Creditor covenants with the Lender, to pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with their terms.

2.2 Limited Recourse

Notwithstanding the terms of any other provision of this Deed, the Lender shall have no recourse against any Subordinated Creditor (other than the Borrower) or its assets, whether by way of court proceedings, a winding up application or otherwise, in respect of its obligations and liabilities under this Deed except by enforcement of its security over the Secured Assets, and the liability of each Subordinated Creditor (other than the Borrower) shall extend only to and shall not exceed the proceeds of any such enforcement.

3 Charging provisions

3.1 General

All Security created by each Subordinated Creditor under clauses 3.2 (Assignment) and 3.3 (Charge) 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 each Subordinated Creditor in and to the relevant Secured Assets; and
- (d) granted in favour of the Lender.

3.2 Assignment

- (a) Each Subordinated Creditor (by way of security, subject to a right of re-assignment in accordance with clause 20.4 (Releases)) assigns all of its rights, benefits, title, claim and interest in and to each Subordinated Loan Agreement, each Subordinated Loan and all Related Rights.
- (b) Each Subordinated Creditor shall remain liable to perform all its obligations (if any) under each Subordinated Loan Agreement and in respect of each Subordinated Loan.

3.3 Charge

To the extent not validly and effectively assigned pursuant to clause 3.2 (Assignment) above, each Subordinated Creditor charges by fixed charge all its rights, benefits, title, claim and

interest in and to each Subordinated Loan Agreement, each Subordinated Loan and all Related Rights.

4 General security provisions

4.1 Continuing security

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

4.2 Additional security

This Deed is in addition to and is not in any way prejudiced by any other guarantee or Security now or subsequently held by the Lender.

4.3 Settlements conditional

- (a) If the Lender (acting reasonably and on the basis of legal advice) believes that any amount paid by any 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.
- (b) Any settlement, discharge or release between a Subordinated Creditor and the Lender shall be conditional upon no Security or payment to or for the Lender by that Subordinated Creditor 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.

4.4 Waiver of defences

The liability of each Subordinated Creditor under this Deed will not be affected by an act, omission, matter or thing which, but for this clause 4.4, would reduce, release or prejudice any of its liability under this Deed (without limitation and whether or not known to it or the Lender) including:

- (a) any time, waiver or consent granted to, or composition with any Obligor or other person;
- (b) the release of any Obligor or any other person under the terms of any composition or arrangement with any creditor of any Obligor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
- (e) any amendment (however fundamental) or replacement of a Finance Document or any other document or Security;

- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security; or
- (g) any insolvency or similar proceedings.

4.5 Subordinated Creditor intent

Without prejudice to the generality of clause 4.4 (Waiver of defences), each Subordinated Creditor expressly confirms that it intends that this Security shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following:

- (a) acquisitions of any nature;
- (b) increasing working capital;
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers;
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and
- (i) any fees, costs and/or expenses associated with any of the foregoing.

4.6 Immediate recourse

Each Subordinated Creditor waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before enforcing its rights under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

4.7 Appropriations

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, the Lender (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other monies, Security or rights held or received by the Lender (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Subordinated Creditor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from any Subordinated Creditor or on account of that Subordinated Creditor's liability under this Deed.

4.8 Deferral of Subordinated Creditor's rights

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Lender otherwise directs, no Subordinated Creditor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents:

- (a) to be indemnified by any Obligor;
- (b) to claim any contribution from any guarantor of, or person providing Security for, any Obligor's obligations under the Finance Documents; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Finance Documents or of any other guarantee or Security taken pursuant to, or in connection with, the Finance Documents by the Lender.

5 Notices of assignment

5.1 On the date on which any Subordinated Creditor makes a Subordinated Loan to any Subordinated Debtor, the relevant Subordinated Creditor shall give notice in the form specified in part 1 (Form of notice of assignment) of schedule 2 (Notice of Assignment) to the relevant Subordinated Debtor that the relevant Subordinated Creditor has assigned to the Lender all its right, title and interest in each Subordinated Loan Agreement, each Subordinated Loan and all Related Rights.

5.2 The relevant Subordinated Debtor being the recipient of such notice shall acknowledge such notice in substantially the form specified in part 2 (Form of acknowledgement) of schedule 2 (Notice of Assignment) within 5 Business Days of that notice being given.

6 Negative pledge

6.1 No Subordinated Creditor shall create nor permit to subsist any Security, other than Security arising under this Deed, over any of the Secured Assets.

6.2 Clause 6.1 does not apply to any Security or arrangement which is security expressly permitted under the Finance Documents.

7 Restrictions on disposals

No Subordinated Creditor shall enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, assign, lend, factor, pledge, charge, exchange or otherwise dispose of any of the Secured Assets or the equity of redemption therein nor permit any other person to do any such thing, until the Secured Assets are released from the Security granted pursuant to this Deed in accordance with clause 20.4 (Releases) (which may be contemporaneously with the sale of the Secured Assets).

8 Further assurance

8.1 Each Subordinated Creditor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender or any Receiver may reasonably specify (and in such form as the Lender or any Receiver may reasonably require) in favour of the Lender 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 Lender provided by or pursuant to this Deed or by law; and/or
- (b) (if an Event of Default 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 Each Subordinated Creditor 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 Lender by or pursuant to this Deed.

8.3 Any document required to be executed by a Subordinated Creditor under this clause 8 will be prepared at the cost of that Subordinated Creditor.

9 Representations

Each Subordinated Creditor makes the representations set out in this clause 9 to the Lender.

9.1 Status

- (a) It is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (b) It has the power to own its assets and carry on its business as it is being conducted.

9.2 Binding obligations

- (a) The obligations expressed to be assumed by it in this Deed are, subject to the Legal Reservations, legal, valid, binding and enforceable obligations.
- (b) Without limiting the generality of clause 9.2(a), this Deed creates the Security which this Deed purports to create and the Security is valid and effective.

9.3 Non-conflict with other obligations

Subject to the Legal Reservations, the entry into and performance by it of, and the transactions contemplated by, this Deed and the granting of the Security contemplated by this Deed do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; 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.

9.4 Power and authority

- (a) 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 this Deed.

- (b) No limit on its powers will be exceeded as a result of the grant of the Security contemplated by this Deed.

9.5 Validity and admissibility in evidence

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 except any Authorisation referred to in clause 9.8 (No filing or stamp taxes) which Authorisation will be promptly obtained or effected after the date of this Deed.

9.6 Acting as principal

It is acting in all matters relating to this Deed as principal for its own account and not as agent or trustee or in any other capacity whatsoever on behalf of any third party.

9.7 Governing law and enforcement

- (a) The choice of English law as the governing law of this Deed will be recognised and enforced in its Relevant Jurisdictions.
- (b) Any judgment obtained in England in relation to this Deed will be recognised and enforced in its Relevant Jurisdictions.

9.8 No filing or stamp taxes

It is not necessary under the laws of its Relevant Jurisdictions that this Deed be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to this Deed or the transactions contemplated by this Deed except registration of a statement of particulars and a certified copy of this Deed at Companies House under the Companies Act 2006 and payment of associated fees, which registrations and filings will be made and paid promptly after the date of this Deed.

9.9 Good title to assets

It has a good, valid and marketable title to the Secured Assets, in each case, free from Security (other than that created by or pursuant to this Deed).

9.10 Legal and beneficial ownership

- (a) Each Subordinated Creditor is the sole legal and beneficial owner of the Secured Assets.
- (b) Each Secured Asset is legally and beneficially owned by the relevant Subordinated Creditor free from any claims, third party rights or competing interests other than Security created under the Security Documents.
- (c) No breach of any law or regulation is outstanding which might reasonably be expected to adversely affect the value of any Secured Asset.

9.11 No adverse consequences

- (a) It is not necessary under the laws of its Relevant Jurisdictions:
 - (i) in order to enable the Lender to enforce its rights under this Deed; or
 - (ii) by reason of the execution of this Deed or the performance by it of its obligations under this Deed,that the Lender should be licensed, qualified or otherwise entitled to carry on business in any Relevant Jurisdiction of any Subordinated Creditor.
- (b) The Lender is not nor will it be deemed to be resident, domiciled or carrying on business in any Relevant Jurisdiction of any Subordinated Creditor by reason only of the execution, performance and/or enforcement of this Deed.

9.12 Subordinated Loans

Each Subordinated Loan Agreement is in full force and effect in accordance with its terms and is enforceable (subject to the Finance Documents and the Legal Reservations) by the relevant Subordinated Creditor against the relevant Subordinated Debtor(s). There are no restrictions on the ability of any Subordinated Creditor to assign or charge any Subordinated Loan, whether contained in a Subordinated Loan Agreement or otherwise (and any restriction that exists is hereby waived by the relevant Subordinated Debtor(s) and Subordinated Creditor(s)).

9.13 Repetition

The representations and warranties in this clause 9 are deemed to be made by each Subordinated Creditor by reference to the facts and circumstances then existing on:

- (a) the date of this Deed;
- (b) the date of each Notice of Drawdown;
- (c) each Drawdown Date; and
- (d) the first day of each Interest Period.

10 Undertakings

10.1 Duration

Each Subordinated Creditor undertakes to the Lender in accordance with this clause 10. The undertakings in this clause 10 shall remain in force during the Security Period.

10.2 Authorisations

It 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 Lender of (if reasonably requested),

any Authorisation required under any law or regulation of a Relevant Jurisdiction to enable it to perform its obligations under this Deed and to ensure the legality, validity, enforceability or admissibility in evidence of this Deed.

10.3 General

No Subordinated Creditor shall do or cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to the Lender of the Security created by or under this Deed.

10.4 Subordinated Loans

No Subordinated Creditor shall take, or omit to take, any action which might result in:

- (a) the alienation or impairment of any rights in any Subordinated Loan; or
- (b) any right to terminate, enforce or demand payment under a Subordinated Loan Agreement becoming exercisable by any party to that agreement (other than as permitted under the Finance Documents).

10.5 Information

Each Subordinated Creditor shall provide to the Lender such documents or information relating to the Secured Assets as the Lender (acting reasonably) may from time to time request and shall promptly deliver to the Lender a copy of any notice or proceedings served by any person on any Subordinated Creditor concerning any Secured Asset or alleging any breach of its obligations relating to any Secured Asset.

11 Security power of attorney

Each Subordinated Creditor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which that Subordinated Creditor is obliged to take under this Deed but has failed so to do. Each Subordinated Creditor ratifies and confirms whatever any attorney properly does or purports to do pursuant to its appointment under this clause 11.

12 Enforcement of security

12.1 When security is enforceable

On the occurrence of any Event of Default which is continuing, the Security created by and under this Deed is immediately enforceable.

12.2 Acts of enforcement

The Lender may, in its absolute discretion, at any time when 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 of, or appointed a Receiver to any of, the Secured Assets;

- (c) appoint one or more persons to be a Receiver to all or any part of the Secured Assets;
- (d) exercise its power of sale under section 101 of the Law of Property Act 1925 (as amended by this Deed);
- (e) sell all or any of the Secured Assets in any manner permitted by law and on such terms as the Lender shall in its absolute discretion determine; and/or
- (f) apply all and any monies received in respect of the Secured Assets as though they were proceeds of sale.

12.3 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) Each Receiver and the Lender 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.

12.4 Contingencies

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

12.5 Mortgagee in possession – no liability

Neither the Lender nor any Receiver shall be liable 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 save in respect of fraud, gross negligence or wilful deceit.

12.6 Redemption of prior mortgages

At any time after the Security created by or under this Deed has become enforceable, the Lender may, at the sole cost of the Subordinated Creditors (payable to the Lender 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 Subordinated Creditors.

13 Receiver

13.1 Appointment of Receiver

(a)

- (i) At any time after any Security created by or under this Deed is enforceable, the Lender may appoint a Receiver to all or any part of the Secured Assets in accordance with clause 12.2(c) (Acts of enforcement).
- (ii) At any time if so requested in writing by any Subordinated Creditor, without further notice, the Lender may appoint one or more persons to be a Receiver of all or any part of the Secured Assets as if the Lender had become entitled under the Law of Property Act 1925 to exercise the power of sale conferred by the Law of Property Act 1925.

(b) Any Receiver appointed under this Deed shall be the agent of the relevant Subordinated Creditor and the relevant Subordinated Creditor 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 Lender be in any way responsible for any misconduct, negligence or default of the Receiver.

(c) Where the relevant Subordinated Creditor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 of the Insolvency Act 1986 (a) obtaining a moratorium, or (b) anything done with a view to obtaining a moratorium including any preliminary decision or investigation in terms of paragraph 43 of Schedule A1 of the Insolvency Act 1986 shall not be grounds for appointment of a Receiver.

13.2 Removal

The Lender may by written notice remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated.

13.3 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 13.3.
- (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 may, (in the name of any Subordinated Creditor):
 - (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 monies**

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 monies need enquire as to the propriety or purpose of the exercise of that power or to check the application of any monies so raised or borrowed.

(c) **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 any Subordinated Creditor relating in any way to any Secured Asset.

(d) **Delegation**

A Receiver may delegate his powers in accordance with clause 15 (Delegation).

(e) **Employees**

For the purposes of this Deed, a Receiver as he thinks appropriate, on behalf of any Subordinated Creditor 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 a Subordinated Creditor,

in each case related to the Secured Assets.

(f) **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 any Subordinated Creditor in relation to any Secured Asset as he considers expedient.

(g) **Possession**

A Receiver may take immediate possession of, get in and collect any Secured Asset.

(h) **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.

(i) 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 and any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit.

(j) Deal with Secured Assets

A Receiver may, without restriction vary the terms of or otherwise dispose of or deal with, all or any part of the Secured Assets without being responsible for loss or damage, and so that any such 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, and the Receiver may form and promote, or concur in forming and promoting, a company or companies to purchase 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 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.

(k) Security

A Receiver may redeem any prior Security over the Secured Assets 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 Subordinated Creditors and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

(l) 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 any Subordinated Creditor for all the purposes set out in this clause 13.

13.4 Remuneration

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

14 Distressed Disposal

14.1 If a Distressed Disposal is being effected, the Lender is irrevocably authorised (at the cost of the Subordinated Debtors and without any consent, sanction, authority or further confirmation from the Subordinated Debtors or the Subordinated Creditors), to release any Subordinated Debtor from all or any part of the Subordinated Loans.

14.2 The net proceeds of a Distressed Disposal shall be paid to the Lender for application in accordance with clause 16 (Application of monies) as if (a) those proceeds were monies received by the Lender or any Receiver under this Deed and (b) the Subordinated Loans had not been released for the purpose of such application.

- 14.3 For the purposes of this clause 14, a **Distressed Disposal** shall mean a disposal of the shares in a Subordinated Debtor which is (i) being effected by any Subordinated Creditor at the request of the Lender in circumstances where the Security created pursuant to the Security Documents has become enforceable, (ii) being effected by enforcement of the Security created pursuant to the Security Documents or (iii) being effected by any Subordinated Creditor at the request of the Lender after the enforcement of any Security created pursuant to the Security Documents or after service by the Lender of a notice under clause 23.16(b) (Acceleration) of the Facility Agreement or after the Lender has served a demand following service of a notice under clause 23.16(c) (Acceleration) of the Facility Agreement.

15 Delegation

- 15.1 The Lender 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 Lender 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 Lender and Receiver (as appropriate) may think fit.
- 15.2 The Lender and any Receiver will not be liable or responsible to any Subordinated Creditor or any other person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate.

16 Application of monies

- 16.1 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.
- 16.2 All monies received by the Lender or any Receiver under this Deed shall be applied in the following order:
- (a) in discharging any sums owing to the Lender, any Receiver or any Delegate;
 - (b) in payment of all costs and expenses incurred by the Lender in connection with any realisation or enforcement of the Security created pursuant to the Security Documents taken in accordance with the terms of the Facility Agreement and any other Finance Document;
 - (c) in or to the Lender to be applied in or toward payment of the Secured Obligations; and
 - (d) the balance (if any) will be applied to the relevant Subordinated Creditor or otherwise as required by law.
- 16.3 The Lender and any Receiver may place any money received, recovered or realised pursuant to this Deed in or at an interest bearing suspense account and it may retain the same for such period as it reasonably considers expedient without having any obligation to apply the same or any part of it in or towards discharge of the Secured Obligations (unless and until the amount received is sufficient to repay the Secured Obligations in full).

17 Protection of third parties

17.1 No person (including a purchaser) dealing with the Lender or a Receiver or its or his agents has an obligation to enquire of the Lender, any 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 Lender or to the Receiver shall be applied; or
- (e) the status, propriety or validity of the acts of the Receiver or the Lender.

17.2 The receipt by the Lender 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 Lender or any Receiver.

17.3 In clauses 17.1 and 17.2 **purchaser** includes any person acquiring, for monies 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.

18 Subsequent security

If the Lender 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 any Subordinated Creditor or any Subordinated Debtor in its books. If it does not do so then, unless it gives express written notice to the contrary to the Subordinated Creditors, as from the time of receipt of such notice by the Lender, all payments made by any Subordinated Creditor to the Lender shall not be treated as having been applied in reduction of the Secured Obligations.

19 Payments

19.1 Currency of account

Subject to clause 19.2 (Change of currency), sterling is the currency of account and payment for any sum due from each Subordinated Creditor under this Deed.

19.2 Change of currency

- (a) 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:
 - (i) 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 Lender; and
 - (ii) 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 Lender (acting reasonably).

- (b) If a change in any currency of a country occurs, this Deed will, to the extent the Lender (acting reasonably) 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.

19.3 No set-off by the Subordinated Creditors

All payments to be made by each Subordinated Creditor under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

20 Miscellaneous

20.1 Certificates and determinations

Any certification or determination by the Lender of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

20.2 Partial 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.

20.3 Remedies and waivers

- (a) No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Deed shall operate as a waiver of any such right or remedy or constitute an election to affirm this Deed. No election to affirm this Deed on the part of the Lender shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall 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.
- (b) A waiver given or consent granted by the Lender 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.

20.4 Releases

Upon the expiry of the Security Period, the Lender shall, at the request and cost of the Subordinated Creditors, take whatever action is necessary to release and reassign to each Subordinated Creditor its rights arising under this Deed and the Secured Assets from the Security created by and under this Deed (including executing a deed of release) and return all documents or deeds of title delivered to the Lender under this Deed.

21 Notices

21.1 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.

21.2 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 is that identified with its name below or any substitute address or fax number or department or officer as any Party may notify to the Lender (or the Lender may notify to the other Parties if a change is made by the Lender) by not less than 5 Business Days' notice.

21.3 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 5 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 21.2 (Addresses), if addressed to that department or officer.

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

(c) Any communication or document which becomes effective, in accordance with clauses 21.3(a) and/or 21.3(b), after 5.00 pm in the place of receipt shall be deemed only to become effective on the following day.

21.4 Notification of address and fax number

Promptly upon receipt of notification of an address or fax number or change of address or fax number pursuant to clause 21.2 (Addresses) or changing its own address or fax number, the Lender shall notify the other Parties.

21.5 Electronic communication

(a) Any communication to be made between any two Parties under or in connection with this Deed may be made by electronic mail or other electronic means to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication and if those two Parties:

- (i) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
- (ii) notify each other of any change to their address or any other such information supplied by them by not less than 5 Business Days' notice.

(b) Any electronic communication made between those two Parties will be effective only when actually received in readable form and in the case of any electronic

communication made by a Party to the Lender only if it is addressed in such a manner as the Lender shall specify for this purpose.

- (c) Any electronic communication which becomes effective, in accordance with clause 21.5(b), after 5.00 pm in the place of receipt shall be deemed only to become effective on the following day.

21.6 English language

- (a) Any notice given under or in connection with this Deed must be in English.
- (b) All other documents provided under or in connection with this Deed must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the Lender, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

22 Assignment

The Lender may assign or otherwise transfer all or any part of its rights under this Deed or any Security created by or under it in accordance with the terms of the Finance Documents.

23 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.

24 Governing law

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

25 Enforcement and jurisdiction

25.1 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 25 is for the benefit of the Lender. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

25.2 Service of process

- (a) The Civil Procedure Rules regarding service and deemed service will not apply to any letter or other communication notifying a claim or serving legal proceedings under or in connection with this Deed, which shall instead be served in accordance with this clause 25.2.
- (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 clauses 21 (Notices) of this Deed (excluding, for this purpose, clause 21.5 (Electronic communication)).

This Deed has been executed as a deed and delivered on the date given at the beginning of this Deed.

Schedule 1

Original parties

Part 1 - The Subordinated Debtors

Name	Company Number	Jurisdiction of Incorporation
Empiric Investments (Two) Limited	09212619	England & Wales
Empiric (Newcastle Metrovick) Limited	09684991	England & Wales
Empiric (Cardiff Wndsr House) Limited	09824648	England & Wales
Empiric (Cardiff Wndsr House) Leasing Limited	09846630	England & Wales
Empiric (Bath James House) Limited	09633075	England & Wales
Empiric (Bath JSW) Limited	09633086	England & Wales
Empiric (Leeds Algernon) Limited	09347675	England & Wales
Empiric (Northgate House) Limited	09212776	England & Wales
Empiric (Alwyn Court) Limited	09212778	England & Wales
Empiric (Hatfield CP) Limited	09305362	England & Wales
Empiric (Exeter DCL) Limited	09305471	England & Wales
Empiric (London Camberwell) Limited	09401962	England & Wales
Empiric (Glasgow Ballet School) Limited	09443823	England & Wales

Part 2 - Subordinated Creditors

Name	Company Number	Jurisdiction of Incorporation
Empiric Investments (Two) Limited	09212619	England & Wales
Empiric Investment Holdings (Two) Limited	09474942	England & Wales
Empiric (Newcastle Metrovick) Limited	09684991	England & Wales
Empiric (Cardiff Wndsr House) Limited	09824648	England & Wales
Empiric (Cardiff Wndsr House) Leasing Limited	09846630	England & Wales
Empiric (Bath James House) Limited	09633075	England & Wales
Empiric (Bath JSW) Limited	09633086	England & Wales
Empiric (Leeds Algernon) Limited	09347675	England & Wales
Empiric (Northgate House) Limited	09212776	England & Wales
Empiric (Alwyn Court) Limited	09212778	England & Wales
Empiric (Hatfield CP) Limited	09305362	England & Wales
Empiric (Exeter DCL) Limited	09305471	England & Wales
Empiric (London Camberwell) Limited	09401962	England & Wales
Empiric (Glasgow Ballet School) Limited	09443823	England & Wales

Schedule 2

Notice of Assignment

Part 1 - Form of notice of assignment

To: [subordinated debtor]

Dated: ♦

Dear Sirs

[The][Each] loan agreement dated ♦ between ♦ (as lender) and ♦ (as borrower) (Subordinated Loan Agreement[s]) together with the loan[s] made or to be made under such loan agreement[s] (Subordinated Loan[s]) and all rights under or in connection with such loan agreement[s] and/or loan[s] (Related Rights)

We hereby notify you that we have assigned to Canada Life Limited (**Lender**) all our right, title and interest in and to [the][each] Subordinated Loan Agreement, [the][each] Subordinated Loan and all Related Rights.

We hereby irrevocably and unconditionally authorise and instruct you:

- 1 to disclose information in relation to [the][each] Subordinated Loan Agreement and/or [the][each] Subordinated Loan to the Lender on request;
- 2 following receipt of a notice from the Lender that the security has become enforceable, 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 Lender relating to [the][each] Subordinated Loan Agreement, [the][each] Subordinated Loan and any Related Rights; and
- 3 following receipt of a notice from the Lender that the security granted by us to the Lender over each Subordinated Loan Agreement, each Subordinated Loan and all Related Rights has become enforceable, to pay all sums payable by you (if any) under [the][each] Subordinated Loan Agreement directly to the Lender at such account as the Lender may specify from time to time.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Lender 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
[subordinated creditor]

Part 2 - Form of acknowledgement

To: Canada Life Limited
1-6 Lombard Street, London EC3V 9JU

To: *[name of Subordinated Creditor]* (**Subordinated Creditor**)
[address]

Dated: ♦

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

- 1 there has been no amendment, waiver or release of any rights or interests in *[the][any]* Subordinated Loan Agreement and/or *[the][any]* Subordinated Loan since the date of *[the][each]* Subordinated Loan Agreement and/or (if different) *[the][any]* Subordinated Loan other than as permitted with the prior written consent of the Lender (acting reasonably) (**Subordination Deed**);
- 2 we will not agree to any amendment, waiver or release of any provision of *[the][any]* Subordinated Loan Agreement and/or *[the][any]* Subordinated Loan without the prior written consent of the Lender (acting reasonably);
- 3 we shall act in accordance with the Notice;
- 4 as at the date of this acknowledgement we have not received any notice of assignment or charge of the Subordinated Creditor's interest in *[the][any]* Subordinated Loan Agreement and/or *[the][any]* Subordinated Loan in favour of any other person;
- 5 as at the date of this acknowledgement, we are not aware of any breach by the Subordinated Creditor of the terms of *[the][any]* Subordinated Loan Agreement and/or *[the][any]* Subordinated Loan; and
- 6 we do not have and have not claimed or exercised any right or claim against the Subordinated Creditor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to *[the][any]* Subordinated Loan Agreement and/or *[the][any]* Subordinated Loan other than as permitted by the subordination deed dated ♦ between, amongst others, us as a subordinated debtor, the Subordinated Creditor and the Lender.

The provisions of this acknowledgment (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
[subordinated debtor]

SIGNATURES TO THE SUBORDINATED CREDITORS' SECURITY AGREEMENT

The Subordinated Debtors

Executed as a deed by

Empiric Investments (Two) Limited

acting by two directors or a director in the
presence of

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Director

Director

Signature of witness

Name *EMILY THOUBRIDGE*

Address

Address: Level 2, 6-8 James Street, London W1U 1ED

Fax number: +44 (0)20 7160 9363

For the attention of: Timothy Atlee / Paul Hadaway

Executed as a deed by

Empiric (Newcastle Metrovick) Limited

acting by two directors or a director in the
presence of

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Director

Director

Signature of witness

Name *EMILY THOUBRIDGE*

Address

Address: Level 2, 6-8 James Street, London W1U 1ED

Fax number: +44 (0)20 7160 9363

For the attention of: Timothy Atlee / Paul Hadaway

Executed as a deed by
Empiric (Cardiff Wndsr House) Limited
acting by two directors or a director in the
presence of

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Director

Director

Signature of witness

Name EMILY THROSBIDGE

Address

Address: Level 2, 6-8 James Street, London W1U 1ED

Fax number: +44 (0)20 7160 9363

For the attention of: Timothy Atlee / Paul Hadaway

Executed as a deed by
**Empiric (Cardiff Wndsr House) Leasing
Limited**
acting by two directors or a director in the
presence of

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Director

Director

Signature of witness

Name EMILY THROSBIDGE

Address

Address: Level 2, 6-8 James Street, London W1U 1ED

Fax number: +44 (0)20 7160 9363

For the attention of: Timothy Atlee / Paul Hadaway

Executed as a deed by
Empiric (Bath James House) Limited
acting by two directors or a director in the
presence of

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Director

Director

Signature of witness

Name EMILY TROUBADGE

Address ..

Address: Level 2, 6-8 James Street, London W1U 1ED

Fax number: +44 (0)20 7160 9363

For the attention of: Timothy Atlee / Paul Hadaway

Executed as a deed by
Empiric (Bath JSW) Limited
acting by two directors or a director in the
presence of

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Director

Director

Signature of witness

Name EMILY TROUBADGE

Address ..

Address: Level 2, 6-8 James Street, London W1U 1ED

Fax number: +44 (0)20 7160 9363

For the attention of: Timothy Atlee / Paul Hadaway

Executed as a deed by
Empiric (Leeds Algernon) Limited
acting by two directors or a director in the
presence of

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Director

Director

Signature of witness

Name ...*EMILY TROUBLEDGE*.....

Address

Address: Level 2, 6-8 James Street, London W1U 1ED

Fax number: +44 (0)20 7160 9363

For the attention of: Timothy Atlee / Paul Hadaway

Executed as a deed by
Empiric (Northgate House) Limited
acting by two directors or a director in the
presence of

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Director

Director

Signature of witness

Name ...*EMILY TROUBLEDGE*.....



Address

Address: Level 2, 6-8 James Street, London W1U 1ED

Fax number: +44 (0)20 7160 9363

For the attention of: Timothy Atlee / Paul Hadaway

Executed as a deed by
Empiric (Alwyn Court) Limited
acting by two directors or a director in the
presence of

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) Director 
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) Director


Signature of witness

Name EMILY THOUBAIDGE



Address 
..... 

Address: Level 2, 6-8 James Street, London W1U 1ED

Fax number: +44 (0)20 7160 9363

For the attention of: Timothy Atlee / Paul Hadaway

Executed as a deed by
Empiric (Hatfield CP) Limited
acting by two directors or a director in the
presence of

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) Director 
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) Director


Signature of witness

Name EMILY THOUBAIDGE

Address 
..... 

Address: Level 2, 6-8 James Street, London W1U 1ED

Fax number: +44 (0)20 7160 9363

For the attention of: Timothy Atlee / Paul Hadaway

Executed as a deed by
Empiric (Exeter DCL) Limited
acting by two directors or a director in the
presence of

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) Director

Signature of witness

Name EMILY TROUBLEDGE

Address ...
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Address: Level 2, 6-8 James Street, London W1U 1ED

Fax number: +44 (0)20 7160 9363

For the attention of: Timothy Atlee / Paul Hadaway

Executed as a deed by
Empiric (London Camberwell) Limited
acting by two directors or a director in the
presence of

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) Director
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) Director

Signature of witness

Name EMILY TROUBLEDGE

Address ...
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Address: Level 2, 6-8 James Street, London W1U 1ED

Fax number: +44 (0)20 7160 9363

For the attention of: Timothy Atlee / Paul Hadaway

Executed as a deed by
Empiric (Glasgow Ballet School) Limited
acting by two directors or a director in the
presence of

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) Director

Signature of witness

Name EMILY THORNTON

Address ..

Address: Level 2, 6-8 James Street, London W1U 1ED
Fax number: +44 (0)20 7160 9363
For the attention of: Timothy Atlee / Paul Hadaway

The Subordinated Creditors

Executed as a deed by
Empiric Investments (Two) Limited
acting by two directors or a director in the
presence of

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Director

Director

Signature of witness

Name *EMILY THORBRADGE*

Address

Address: Level 2, 6-8 James Street, London W1U 1ED

Fax number: +44 (0)20 7160 9363

For the attention of: Timothy Atlee / Paul Hadaway

Executed as a deed by
Empiric Investment Holdings (Two) Limited
acting by two directors or a director in the
presence of

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Director

Director

Signature of witness

Name *EMILY THORBRADGE*

Address

Address: Level 2, 6-8 James Street, London W1U 1ED

Fax number: +44 (0)20 7160 9363

For the attention of: Timothy Atlee / Paul Hadaway

Executed as a deed by
Empiric (Newcastle Metrovick) Limited
 acting by two directors or a director in the
 presence of

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Director

 Director

.....
 Signature of witness

Name EMILY TROUBADGE.....

Address

Address: Level 2, 6-8 James Street, London W1U 1ED
 Fax number: +44 (0)20 7160 9363
 For the attention of: Timothy Atlee / Paul Hadaway

Executed as a deed by
Empiric (Cardiff Wndsr House) Limited
 acting by two directors or a director in the
 presence of

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Director

 Director

.....
 Signature of witness

Name EMILY TROUBADGE.....

Address

Address: Level 2, 6-8 James Street, London W1U 1ED
 Fax number: +44 (0)20 7160 9363
 For the attention of: Timothy Atlee / Paul Hadaway

Director

Director

Address ...

For the attention of: Timothy Atlee / Paul Hadaway

Director

Director

Address

For the attention of: Timothy Atlee / Paul Hadaway

Executed as a deed by
Empiric (Bath JSW) Limited
 acting by two directors or a director in the
 presence of

Director

Director

Signature of witness

Name Emily Troubridge

Address

Address: Level 2, 6-8 James Street, London W1U 1ED

Fax number: +44 (0)20 7160 9363

For the attention of: Timothy Atlee / Paul Hadaway

Executed as a deed by
Empiric (Leeds Algernon) Limited
 acting by two directors or a director in the
 presence of

Director

Director

Signature of witness

Name Emily Troubridge

Address

Address: Level 2, 6-8 James Street, London W1U 1ED

Fax number: +44 (0)20 7160 9363

For the attention of: Timothy Atlee / Paul Hadaway

Executed as a deed by
Empiric (Northgate House) Limited
acting by two directors or a director in the
presence of

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) Director
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) Director

Name ...*Emily Throubride*.....

Address ..
.....

Address: Level 2, 6-8 James Street, London W1U 1ED

Fax number: +44 (0)20 7160 9363

For the attention of: Timothy Atlee / Paul Hadaway

Executed as a deed by
Empiric (Alwyn Court) Limited
acting by two directors or a director in the
presence of

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) Director

Signature of witness

Name ...*Emily Throubride*.....

Address ..
.....

Address: Level 2, 6-8 James Street, London W1U 1ED

Fax number: +44 (0)20 7160 9363

For the attention of: Timothy Atlee / Paul Hadaway

Executed as a deed by
Empiric (Hatfield CP) Limited
acting by two directors or a director in the
presence of

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)
)
)

Director

Director

Signature of witness

Name *EMILY THORNTON*

Address

Address: Level 2, 6-8 James Street, London W1U 1ED

Fax number: +44 (0)20 7160 9363

For the attention of: Timothy Atlee / Paul Hadaway

Executed as a deed by
Empiric (Exeter DCL) Limited
acting by two directors or a director in the
presence of

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)
)
)

Director

Director

Signature of witness

Name *EMILY THORNTON*

Address

Address: Level 2, 6-8 James Street, London W1U 1ED

Fax number: +44 (0)20 7160 9363

For the attention of: Timothy Atlee / Paul Hadaway

Executed as a deed by
Empiric (London Camberwell) Limited
 acting by two directors or a director in the
 presence of

)
)
) Director
)
)
)
) Director

Signature of witness

Name EMILY TROUBADGE

Address

Address: Level 2, 6-8 James Street, London W1U 1ED

Fax number: +44 (0)20 7160 9363

For the attention of: Timothy Atlee / Paul Hadaway

Executed as a deed by
Empiric (Glasgow Ballet School) Limited
 acting by two directors or a director in the
 presence of

)
)
) Director
)
)
)
) Director

Signature of witness

Name EMILY TROUBADGE

Address

Address: Level 2, 6-8 James Street, London W1U 1ED

Fax number: +44 (0)20 7160 9363

For the attention of: Timothy Atlee / Paul Hadaway

The Lender

EXECUTED as a Deed by

O. GORRICKand N BENT

acting jointly as attorneys for and in the name of
CANADA LIFE LIMITED under a power of attorney
 dated 22 December 2015 in the presence of:

)
)
)
)
)
)
)

[Redacted Signature]

Signature

[Redacted Signature]

Signature

Witness Signature:

[Redacted Signature]

Witness Name:

JOANNA CHESHAM

Witness Address:

ADDLESHAW GODDARD LLP
 60 CHISWELL STREET
 LONDON
 EC1Y 4AG

Witness Occupation:

SOLICITOR