



Registration of a Charge

Company name: **PURE CREMATION FUNERAL PLANNING LIMITED**

Company number: **09906976**

Received for Electronic Filing: **24/11/2017**



X6JW0UX4

Details of Charge

Date of creation: **21/11/2017**

Charge code: **0990 6976 0001**

Persons entitled: **HERITAGE SQUARE LIMITED**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

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

Certified by:

CHARLES RUSSELL SPEECHLYS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9906976

Charge code: 0990 6976 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st November 2017 and created by PURE CREMATION FUNERAL PLANNING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th November 2017 .

Given at Companies House, Cardiff on 28th November 2017

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

I certify that save for material redacted pursuant to section 859G of the Companies Act 2006, this copy is a correct copy of the original instrument.

Signed: *Charles Russell Speechlys LLP*

Dated: *23/11/17.*

CRS
**Charles Russell
Speechlys**

EXECUTION VERSION

DATED *21 November* 2017

- (1) PURE CREMATION FUNERAL PLANNING LIMITED (AS CHARGOR)
- (2) HERITAGE SQUARE LIMITED (AS SUBCO SECURITY TRUSTEE)

SUBCO DEBENTURE

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THIS DEED is dated

21 November

2017

BETWEEN:

- (1) **PURE CREMATION FUNERAL PLANNING LIMITED**, a company incorporated in England and Wales (company number 09906976) whose registered office is at Amelia House, Crescent Road, Worthing, West Sussex, England, BN11 1QR (the **Chargor**); and
- (2) **HERITAGE SQUARE LIMITED**, a company incorporated and registered in England and Wales with company number 08364250 whose registered office is at 42-50 Hersham Road, Walton-On-Thames, Surrey, KT12 1RZ (the **Subco Security Trustee**).

BACKGROUND

The Chargor enters into this deed in connection with the Intercompany Loan Agreement (as defined below).

IT IS AGREED as follows:

1 DEFINITIONS

Unless otherwise defined in this deed, terms defined in the Intercompany Loan Agreement shall have the same meaning when used in this deed and the following words and expressions shall (unless the context otherwise requires) bear the following meanings:

Account Bank	means each bank, financial institution or other person with whom an Account is maintained;
Accounts	means the accounts detailed in Schedule 1 (<i>Account Details</i>) and all other accounts with any Account Bank at any time owned or operated by the Chargor as renumbered or redesignated from time to time, each replacement account or sub-account relating to any of them, all money from time to time standing to the credit of those accounts and all interest accruing in relation to them and the debt or debts represented thereby;
Administrator	means any administrator appointed in respect of the Chargor whether by the Subco Security Trustee, a court or otherwise;
Assigned Contracts	means each of the contracts described in Schedule 3 (<i>Assigned Contracts</i>), all guarantees, warranties and indemnities issued in relation to any such contract and any other agreement designated in writing as an Assigned Contract by the Subco Security Trustee;
Chattels	means all plant, machinery, vehicles, tools, computers, equipment, furniture and other chattels and any renewals or replacements of them together with the benefit of all warranties, guarantees, maintenance contracts, consents and licences relating to them;
Contracts	means all present and future contracts and agreements entered into by the Chargor, including the Assigned Contracts, and guarantees, warranties and indemnities issued in relation to any Contract and any other agreement designated in writing as a Contract by the Subco Security Trustee;
Delegate	means any delegate, agent, attorney or co-trustee appointed by the Subco Security Trustee;
Discharge Date	means the date on which all the Secured Liabilities have been irrevocably discharged in full and no further Secured Liabilities are capable of arising;
Dividends	means all dividends and distributions of any kind, interest and any other income received or receivable by the Chargor in relation to any of the Shares;

Environment	means all of the air, water and land, including (without limitation) the air within the buildings and other natural or man-made structures above or below ground, ground and surface water and surface and sub-surface soil;
Environmental Law	means all applicable statutes, treaties, regulations, directions or similar measures relating to the pollution or the protection of the Environment that affects the Secured Assets;
Event of Default	means any event or circumstance defined as such in the Intercompany Loan Agreement or the New Facility Loan Agreement;
Finance Document	means each New Facility Finance Document and Subco Finance Document;
Financial Indebtedness	has the meaning given to that term in the Intercompany Loan Agreement;
Initial Intellectual Property	means: all present patents, trademarks, service marks, designs, business and trade names, copyrights, design rights, moral rights, inventions, confidential information, know how, topographical or similar rights and other Intellectual property rights and interests whether registered or unregistered specified in Schedule 9 (<i>Initial Intellectual Property</i>) in which the Chargor has an interest;
Initial Property	means: <ul style="list-style-type: none"> (a) any freehold, leasehold or immovable property specified in Schedule 7 (<i>Initial Property</i>) in which the Chargor has an interest; (b) any buildings, fixtures, fittings, fixed plant and machinery from time to time situated on or forming part of that property; and (c) the benefit of any covenants for title given by any predecessor in title of the Chargor in respect of that property and any money paid in relation to those covenants;
Intellectual Property	means: <ul style="list-style-type: none"> (a) the Initial Intellectual Property; (b) all present and future patents, trade marks, service marks, designs, business and trade names, copyrights, design rights, moral rights, inventions, confidential information, know how, topographical or similar rights and other intellectual property rights and interests whether registered or unregistered; (c) the benefit of all applications, licences and rights to use such assets; and (d) claims and all fees, royalties and other rights deriving from the rights described in paragraphs (a) and (b) above;
Intercompany Loan Agreement	means the loan agreement dated on or around the date of this deed between Pure Cremation Group Limited (as borrower), the Lender (as lender) and Pure Cremation Limited and the Chargor (as guarantors);
Investments	means the Shares and Dividends;
Lease	means any present or future lease, underlease, sub-lease, licence, tenancy or other agreement or right to occupy all or part of any Real Property, whether on a fixed term or periodic basis and any agreement for the grant of any of the

	foregoing;
Lender	means Pure Cremation Holdings Limited, a company incorporated in England and Wales (company number 09703301), whose registered office is at Amelia House, Crescent Road, Worthing, West Sussex, England, BN11 1QR;
LPA	means the Law of Property Act 1925;
Monetary Claims	means all book and other debts and monetary claims of any nature and however arising at any time owing to the Chargor or in which it has an interest together with the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to the same;
New Facility Finance Document	means the New Facility Loan Agreement, the Subco Security Documents, the Subco Security Trust Deed, and any other document designated as a "New Facility Finance Document" by agreement between the Subco Security Trustee, the Lender, the New Facility Lender and the Borrower;
New Facility Loan Agreement	means the loan agreement pursuant to which the New Facility is made available;
Party	means a party to this deed;
Permitted Security	means, with respect to the Chargor: <ul style="list-style-type: none"> (a) any lien arising by operation of law and in the ordinary course of trading which is not as a result of any default or omission by any Group Company; or (b) any Security entered into with the prior written consent of the Subco Security Trustee;
Policies	means each of the insurance policies described in Schedule 5 (<i>Insurance Policies</i>) and each other insurance policy taken out at any time by or on behalf of the Chargor or in respect of which it has an interest or a right to claim;
Project	has the meaning given to that term in the Subscription Agreement;
Real Property	means: <ul style="list-style-type: none"> (a) the Initial Property; (b) any freehold, leasehold or immovable property in which the Chargor has an interest including but not limited to the Initial Property; and (c) any buildings, fixtures, fittings (including trade fittings and machinery) and fixed plant and machinery from time to time situated on or forming part of that property, and includes all Related Rights;
Receiver	means an administrative receiver, receiver and manager or a receiver, in each case appointed under this deed;
Regulations	means the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226);
Related rights	means, as regards any Secured Asset, all present and future: <ul style="list-style-type: none"> (a) money and proceeds of any nature paid or payable in relation to the Secured Asset, including sale proceeds and money paid by way of damages, award or judgment made in connection with that Secured

	Asset; and
	(b) rights and interests of any nature attaching to, deriving from or exercisable as a result of the Chargor's interest in or ownership or operation of the Secured Asset;
Relevant Currency	means, in relation to each of the Secured Liabilities, the currency in which it is from time to time denominated;
Restrictions Notice	a "restrictions notice" as defined in paragraph 1(2) of Schedule 1(B) of the Companies Act 2006;
Secured Assets	means the rights, interests and assets from time to time subject, or expressed to be subject, to the Security created or expressed to be created by this deed or any document entered into pursuant to or supplemental to this deed;
Secured Liabilities	means all present and future obligations and liabilities (whether actual or contingent and whether owed as principal or surety, jointly or severally or in any other capacity whatsoever and whether owed to the original chargee or any other person as a result of any transfer, amalgamation or acquisition and including (without limitation) interest, fees, charges, commission and sums due in relation to costs and expenses) of any kind and in any currency due, owing or incurred by the Chargor to the Subco Security Trustee (whether for its own account or as trustee for the Secured Parties) or any Secured Party under any Subco Finance Document or any New Facility Finance Document or otherwise on any account howsoever arising and Secured Liability shall be construed accordingly;
Secured Party	means the Subco Security Trustee, the Lender, a New Facility Lender, a Receiver or any Delegate;
Shares	means: <ul style="list-style-type: none"> (a) all shares, stocks, debentures, bonds, warrants, interests in collective investment schemes and all other securities and investments of any kind whatsoever (whether in certificated or uncertificated form) at any time owned by the Chargor or in which it has an interest; (b) shares, stocks, debentures, bonds, warrants, coupons, securities, investments, money or other assets arising by way of conversion, exchange, substitution, rights issue, redemption, bonus, preference, option or otherwise in relation to any of the assets referred to in paragraph (a) above; (c) rights to subscribe for, purchase or otherwise acquire any of the assets referred to in paragraph (a) above through options, warrants or otherwise; (d) rights relating to any of the assets referred to in paragraph (a) above which are deposited with or registered in the name of any depository, custodian, nominee, clearing house or investment manager or similar person whether on a fungible basis or otherwise and including all rights against that person;
Subco Finance Document	means the Intercompany Loan Agreement, the Subco Security Documents, the Subco Security Trust Deed, any Utilisation Request and any other document designated as an "Subco Finance Document" by agreement between the Subco Security Trustee, the Lender and the Borrower;
Subco Finance	means each of the Subco Security Trustee, the Lender and any New Facility

Party	Lender;
Subscription Agreement	has the meaning given to that term in the Intercompany Loan Agreement;
Taxation	means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);
Transaction Security	has the meaning given to that term in the Intercompany Loan Agreement; and
Warning Notice	a "warning notice" as defined in paragraph 1(2) of Schedule 1(B) of the Companies Act 2006.

2 INTERPRETATION

- 2.1 Clause 20.2 (*Construction*) of the Intercompany Loan Agreement is incorporated in this deed as if set out in full in this deed with all necessary consequential changes as if references in that clause to "this Agreement" were references to this deed.
- 2.2 Unless a contrary indication appears, a reference in this deed to:
- 2.2.1 **Secured Liabilities** is deemed to include a reference to any part of them;
 - 2.2.2 **Secured Assets** includes
 - (a) any part of the Secured Asset;
 - (b) any present and future assets of that type; and
 - (c) all Related Rights relating to that Secured Asset;
 - 2.2.3 a **Finance Document** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, replaced or restated;
 - 2.2.4 any **Subco Finance Party**, any **Secured Party**, the **Chargor**, the **Subco Security Trustee**, any **Party**, or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Subco Security Trustee, any person for the time being appointed as Subco Security Trustee in accordance with the Finance Documents; and
 - 2.2.5 a provision of a statute, rule or regulation is deemed to include a reference to that provision as amended or re-enacted or as their application is modified by any other provisions (whether made before or after the date of this deed) from time to time.
- 2.3 The title of any provision of this deed will not affect the meaning of that or any other provision.
- 2.4 Any undertaking given by the Chargor under this deed remains in force until the Discharge Date.
- 2.5 The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document (as the case may be) are incorporated in this deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 2.6 If the Subco Security Trustee considers that an amount paid to any Secured Party under the Intercompany Loan Agreement or any other Finance Document, or in relation to any Secured Liability 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.

- 2.7 An Event of Default is "continuing" if it has not been waived.

3 UNDERTAKING TO PAY

The Chargor covenants with the Subco Security Trustee (as agent and trustee for the Secured Parties) to, on demand, pay, discharge and satisfy all the Secured Liabilities when due in accordance with their respective terms and to indemnify the Secured Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Liabilities in accordance with their respective terms.

4 SECURITY

4.1 General

4.1.1 All the Security created under this deed:

- (a) is created in favour of the Subco Security Trustee as trustee for the Secured Parties;
- (b) is security for the payment, discharge and performance of all the Secured Liabilities except for any Secured Liabilities which, if secured by this deed, would cause such security to be unlawful or prohibited by any applicable law; and
- (c) is granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

4.1.2 If the Chargor assigns its rights under an agreement (or charges those rights by way of first fixed charge) under this deed and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained:

- (a) the Chargor shall notify the Subco Security Trustee promptly;
- (b) until the consent is obtained, this deed will secure all amounts of any nature which the Chargor may now or in the future receive under or in connection with that document but exclude rights under the agreement itself;
- (c) unless the Subco Security Trustee otherwise requires, the Chargor shall use all reasonable endeavours to obtain the consent of the relevant party to rights under that agreement being secured in accordance with this deed; and
- (d) the Chargor shall promptly supply the Subco Security Trustee with a copy of any consent obtained by it.

4.2 Land

The Chargor charges:

4.2.1 by way of a first legal mortgage, all the Real Property and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use the Real Property; and

4.2.2 (to the extent that they are not the subject of a mortgage under clause 4.2.1 above) by way of first fixed charge, all the Real Property and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use the Real Property.

4.3 Leases

The Chargor assigns absolutely, by way of security, subject to reassignment by the Subco Security Trustee in accordance with clause 24 (*Release of Security*), all its rights in respect of the Leases provided that if any of those rights are not effectively assigned by this sub-clause, the assignment shall instead operate as an assignment of all sums, of any nature, which the Chargor may derive from those rights.

4.4 Investments

The Chargor charges by way of a first fixed charge all the Shares and Dividends.

4.5 Chattels

The Chargor charges by way of a first fixed charge all the Chattels owned by it and its interest in any Chattels in its possession.

4.6 Accounts

The Chargor charges by way of a first fixed charge all its rights and interest in and to the Accounts.

4.7 Monetary Claims

The Chargor charges by way of a first fixed charge all the Monetary Claims.

4.8 Contracts

4.8.1 The Chargor assigns absolutely, by way of security, subject to reassignment by the Subco Security Trustee in accordance with clause 24 (*Release of Security*), all its rights in respect of:

- (a) the Assigned Contracts;
- (b) any letter of credit issued in its favour; and
- (c) any bill of exchange or other negotiable instrument held by it;

provided that if any of those rights are not effectively assigned by this sub-clause, the assignment shall instead operate as an assignment of any damages, compensation, remuneration, profit, rent, income or any other sum which the Chargor may derive from those rights or be awarded or entitled to in respect of that right.

4.8.2 The Chargor charges by way of first fixed charge:

- (a) all of its rights in the Contracts; and
- (b) to the extent that they are not effectively assigned under clause 4.8.1, all its rights described in clause 4.8.1 above.

4.9 Insurances

4.9.1 The Chargor assigns absolutely, by way of security subject to reassignment by the Subco Security Trustee in accordance with clause 24 (*Release of Security*) all amounts payable to it under or in connection with the Policies and all of its rights in connection with those amounts.

4.9.2 To the extent that they are not effectively assigned under clause 4.9.1 above, the Chargor charges by way of a first fixed charge the relevant amounts and rights described in clause 4.9.1 above.

- 4.9.3 A reference in this clause 4.9 to any amounts excludes all amounts received or receivable under or in connection with any third party liability insurance and required to settle a liability of the Chargor to a third party.

4.10 Intellectual Property

The Chargor charges by way of first fixed charge all its rights in its Intellectual Property.

4.11 Miscellaneous

The Chargor charges by way of first fixed charge:

- 4.11.1 any beneficial interest, claim or entitlement it has in any pension fund;
- 4.11.2 any and all Related Rights;
- 4.11.3 all rights to recover any value added tax on any supplies made to it relating to any Secured Asset and any sums so recovered;
- 4.11.4 its goodwill and uncalled capital; and
- 4.11.5 the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Secured Asset and the right to recover and receive compensation payable in relation to any authorisation.

4.12 Floating charge

- 4.12.1 The Chargor charges by way of a first floating charge all its present and future assets and undertakings in favour of the Subco Security Trustee.
- 4.12.2 The floating charge created pursuant to clause 4.12.1 shall be deferred in point of priority to any mortgage, fixed security or assignment validly and effectively created by the Chargor under the Finance Documents as security for the Secured Liabilities.
- 4.12.3 The Subco Security Trustee may at any time by notice in writing to the Chargor convert any floating charge created by the Chargor pursuant to clause 4.12.1 into a fixed charge with immediate effect as regards any property or assets specified in the notice if:
 - (a) the security constituted by this deed has become enforceable in accordance with Clause 15 (*Enforcement of Security*); or
 - (b) the Subco Security Trustee considers any Secured Asset to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or otherwise to be in jeopardy; or
 - (c) the Subco Security Trustee reasonably considers that it is necessary in order to protect the priority of its Security.
- 4.12.4 The floating charge created by clause 4.12.1 will automatically and immediately (without notice) convert into a fixed charge over all of the Chargor's assets if:
 - (a) the Chargor creates or attempts to create any Security over any of the Secured Assets otherwise than in accordance with the terms of the Intercompany Loan Agreement;
 - (b) any person levies or attempts to levy any distress, execution or other process against any of the Secured Assets;
 - (c) a receiver or administrator is appointed in respect of the Chargor or a person entitled to appoint an administrator in respect of the Chargor gives notice of its intention to do so or files a notice of appointment with a court; or

- (d) any corporate action, legal proceedings or other procedure or step is taken in relation to the suspension of payments, winding up, dissolution or re-organisation of the Chargor other than a winding up petition which is stayed within 14 days of commencement.

4.12.5 The floating charge created by this sub-clause may not be converted into a fixed charge solely by reason of:

- (a) the obtaining of a moratorium; or
- (b) anything done with a view to obtaining a moratorium,

as a preliminary to a creditors voluntary arrangement by an eligible company (as determined under Schedule A1 of the Insolvency Act 1986) under the Insolvency Act 1986.

4.12.6 The floating charge created by this sub-clause is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

5 SECURITY UNDERTAKINGS

5.1 Security

The Chargor shall not create or permit to subsist any Security over the Secured Assets other than pursuant to this deed or the Permitted Security.

5.2 Rights relating to Secured Assets

The Chargor shall not take any action (or permit any action to be taken) which results or could reasonably be expected to result in any of its rights relating to any Secured Asset being impaired in any material respect or which could materially prejudice the Security constituted or expressed to be constituted by this deed.

6 SECURITY REPRESENTATIONS AND WARRANTIES

6.1 The Chargor makes the representations and warranties set out in this clause 6 to the Subco Security Trustee.

6.2 Deduction of tax

It is not required at the date of this deed to make any deduction for or on account of tax from any payment it may make under this deed.

6.3 No filing or stamp taxes

Under the laws of its Relevant Jurisdiction it is not necessary that this deed be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar taxes or fees be paid on or in relation to this deed or the transactions contemplated by this deed except registration of particulars of this deed at the Companies Registration Office in England and Wales under section 860 of the Companies Act 2006 and payment of associated fees which registrations, filings and fees will be made and paid promptly after the date of this deed.

6.4 Persons with significant control

6.4.1 The Chargor has complied with all notices relating to all or any of the Shares received by it pursuant to sections 790D and 790E of the Companies Act 2006.

6.4.2 No Warning Notice or Restrictions Notice has been issued to the Chargor in respect of all or any part of the Shares.

6.5 Pensions

- 6.5.1 No member of the Group is or has at any time been an employer (for the purposes of sections 38 to 51 of the Pensions Act 2004) of an occupational pension scheme which is not a money purchase scheme (both terms as defined in the Pensions Schemes Act 1993).
- 6.5.2 No member of the Group is or has at any time been "connected" with or an "associate" of (as those terms are used in sections 38 and 43 of the Pensions Act 2004) such an employer.

6.6 Centre of main interests and establishments

For the purposes of Regulation (EU) 2015/848 of 20 May 2015 on insolvency proceedings (recast) (the "Regulation"), its centre of main interest (as that term is used in Article 3(1) of the Regulation) is situated in England and Wales and it has no "establishment" (as that term is used in Article 2(10) of the Regulation) in any other jurisdiction.

6.7 Repeating Representations

Each of the representations set out at clauses 6.4 to 6.6 above are deemed to be made by each Group Company by reference to the facts and circumstances then existing on the first day of each Interest Period.

7 REAL PROPERTY

7.1 Acquisitions

- 7.1.1 If the Chargor acquires any freehold, leasehold or commonhold property after the date of this deed it shall:
- (a) notify the Subco Security Trustee within 3 Business Days;
 - (b) within 3 Business Days of request by the Subco Security Trustee and at the cost of the Chargor:
 - (i) execute and deliver to the Subco Security Trustee a legal mortgage in favour of the Subco Security Trustee as trustee for the Secured Parties, in any form which the Subco Security Trustee may require; and
 - (ii) deposit with the Subco Security Trustee all deeds and documents of title and all local land charges, land charges and Land Registry search certificates and similar documents received by it or on its behalf;
 - (c) if the title to that freehold, leasehold or commonhold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of this deed; and
 - (d) if applicable, ensure that details of this deed are correctly noted in the Register of Title against that title at the Land Registry.
- 7.1.2 If the consent of the landlord in whom the reversion of a lease is vested is required for the Chargor to execute a legal mortgage over it, the Chargor will not be required to perform that obligation unless and until it has obtained the landlord's consent. The Chargor shall within 3 Business Days request the relevant landlord's consent and shall use its reasonable endeavours to obtain that consent within 14 days of making the request.

7.2 Notices of Assignment

The Chargor shall within 1 Business Day of the date of this deed (or on the date of the relevant Lease, if later) serve a notice, substantially in the form of Part 1 of Schedule 8 (*Form of Notice to*

Lease Counterparty), on each counterparty to each Lease and use reasonable endeavours to procure that each such counterparty acknowledges that notice by signing and returning to the Subco Security Trustee a notice substantially in the form of Part 2 of Schedule 8 (Form of Notice to Lease Counterparty) within 14 days of the date of the notice. Any instructions contained in a notice sent to a counterparty pursuant to this clause may not be revoked or amended without the Subco Security Trustee's prior written consent.

7.3 Copy documents

The Chargor shall supply the Subco Security Trustee with (a) a copy of each Lease, certified as being true and correct by a director of the Chargor and (b) with any other information and copies of any other documents relating to the Lease which the Subco Security Trustee, or any Receiver, requests.

7.4 Obligations

Notwithstanding the operation of clause 4.3 (*Leases*), the Chargor is and shall remain liable under any Lease to which it is a party to perform all its undertakings, covenants and obligations under that Lease and the Subco Security Trustee shall not be, or be deemed to be, under any obligation or liability under or in connection with any Lease by reason of this deed or the exercise by the Subco Security Trustee of any rights, powers or remedies under this deed.

7.5 Leases

7.5.1 The Chargor shall not grant or agree to grant (whether in exercise, or independently, of any statutory power) any lease of its Real Property or any licence or consent (whether expressly or by conduct) for assignment, parting with or sharing possession or occupation, underletting, change of use or alterations in relation to any Lease to which any part of its Real Property is subject and nor shall it accept (or agree to accept) any surrender, cancellation, assignment, charge or other disposal of, or agree to vary, any such Lease, in each case without the prior written consent of the Subco Security Trustee.

7.5.2 The Chargor shall:

- (a) perform all its obligations contained in any Lease under which it holds an interest in any Real Property and use all reasonable efforts to procure the performance by any counterparty to such Lease of that counterparty's obligations;
- (b) promptly notify the Subco Security Trustee if any Lease has or may become subject to determination or to the exercise by the lessor of any right of re-entry or forfeiture and, if so required by the Subco Security Trustee acting reasonably, diligently pursue applications for relief from forfeiture thereof; and
- (c) if the Subco Security Trustee so requires, serve notice in respect of any fixed charge (as defined in the Landlord and Tenant (Covenants) Act 1995) in the appropriate form on any former tenant under a lease of Real Property or the guarantor of such a tenant.

7.6 The Land Registry

7.6.1 The Chargor consents to an application being made to the Land Registry to enter the following on the Register of Title relating to any Real Property registered at the Land Registry:

*"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of [*] referred to in the charges register or, if appropriate, signed on such proprietor's behalf by an authorised signatory of [*]."*

- 7.6.2 The Chargor shall not, without the Subco Security Trustee's prior written consent, allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of any of the Real Property and will not, as regards any Real Property, create or permit to arise any overriding interest within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003.
- 7.6.3 The Chargor shall promptly make all applications to and filings with the Land Registry which are necessary or desirable under the Land Registration Rules 2003 to protect the Security created by or pursuant to this deed.
- 7.6.4 The Chargor authorises the Subco Security Trustee and/or any solicitors or other agent acting on behalf of the Subco Security Trustee to complete, execute and deliver on the Chargor's behalf (but at the cost of the Chargor) to the Land Registry any form, document or other information requested by the Land Registry with regard to the applications referred to in this clause 7.6.

7.7 Deposit of title deeds

- 7.7.1 The Chargor shall on the date of this deed deposit with the Subco Security Trustee all deeds and documents of title relating to the Initial Property and all local land charges, land charges and Land Registry search certificates and similar documents received by it or on its behalf.
- 7.7.2 The Chargor shall deliver to the Subco Security Trustee all deeds and documents of title relating to Real Property acquired after the date of this deed promptly following such acquisition, together with all local land charges, land charges and Land Registry search certificates and similar documents received by it or on its behalf.

7.8 Development

Other than in respect of the Project, the Chargor shall not, without the prior written consent of the Subco Security Trustee, carry out or permit to be carried out any development (as defined in the Town and Country Planning Act 1990) or change, or permit any change in, the user of any Real Property.

7.9 Compliance

The Chargor shall:

- 7.9.1 comply with all planning and environmental law and regulations relating to the Project, its Real Property or its occupation or use of its Real Property and with all conditions attaching to any planning permission and with all notices issued by any planning, environmental or other public body in respect of the Project or its Real Property;
- 7.9.2 observe and perform all restrictions and other covenants, stipulations and obligations now or at any time affecting the Project or its Real Property insofar as they are subsisting and capable of being enforced, and
- 7.9.3 duly and diligently enforce all restrictions or other covenants, stipulations and obligations benefiting its Real Property and not waive, release or vary (or agree to waive, release or vary) the obligations of any other party thereto.

7.10 Access

The Chargor shall permit the Subco Security Trustee and any person nominated by the Subco Security Trustee to enter any part of the Real Property during normal business hours in order to view the state of the Real Property.

7.11 Compensation Payments

Subject to the rights and claims of any person having prior rights thereto, all monies payable to the Chargor by way of compensation, whether under Section 25 of the Law of Property Act 1969 or under the Landlord and Tenant Acts 1927 to 1954 or otherwise, shall be paid to the Subco Security Trustee (who shall be entitled to give good receipt therefore) and applied in accordance with clause 18 (*Order of Application*) as though they were the proceeds of the enforcement of the security hereby constituted, and any moneys that may be received by the Chargor shall, pending such payment, be held as trust for the Subco Security Trustee.

8 INVESTMENTS

8.1 Representations and Warranties

The Chargor represents and warrants to each Secured Party that:

- 8.1.1 it is the sole and beneficial owner of the Shares over which it purports to create Security under this deed;
- 8.1.2 the Shares are fully paid, validly issued, freely transferrable and not subject to any option to purchase or any similar right;
- 8.1.3 the constitutional documents of the company(ies) whose Shares are subject to this deed do not restrict or inhibit any transfer of the Shares on the creation or enforcement of the Security constituted, or expressed to be constituted, by this deed;
- 8.1.4 there are no agreements in force which provide for the issue or allotment of, or grant any person the right to call for the issue or allotment of, any Shares; and
- 8.1.5 the shares of any member of the Group which are subject to the Transaction Security are fully paid and not subject to any option to purchase or similar rights. The constitutional documents of companies whose shares are subject to the Transaction Security do not and could not restrict or inhibit any transfer of those shares on creation or enforcement of the Transaction Security. There are no agreements in force which provide for the issue or allotment of, or grant any person the right to call for the issue or allotment of, any share or loan capital of any Group Company (including any option or right of pre-emption or conversion).

8.2 Deposit of Title Documents

The Chargor undertakes to deposit with the Subco Security Trustee or the Subco Security Trustee's nominee:

- 8.2.1 within 3 Business Days upon its acquisition of any Investment all share certificates and other documents of title relating to that Investment; and
- 8.2.2 promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares or Investments, all share certificate and other documents of title upon sending each item,

together with pre-stamped stock transfer forms (or other appropriate transfer instruments) signed by the Chargor (or its nominee, where appropriate) as transferor but with details of the transferee, date and consideration left blank, on the basis that the Subco Security Trustee may hold all those certificates, forms and documents until the Discharge Date. The Subco Security Trustee is entitled at any time after the occurrence of an Event of Default to complete the stock transfer forms (or other transfer instruments) on behalf of the Chargor in favour of the Subco Security Trustee or its nominee, using the power of attorney contained in clause 19.3 (*Power of Attorney*).

8.3 Voting and Dividends

8.3.1 Voting and other rights prior to an Event of Default

Subject to clause 8.3.2, the Chargor is entitled to exercise or direct the exercise of the voting and other rights attached to any Investment as it sees fit provided that:

- (a) it does so for a purpose not inconsistent with its obligations under any Finance Document; and
- (b) the exercise or failure to exercise those rights does not have an adverse effect on the value of the Investments and does not otherwise prejudice the Subco Security Trustee's interests under this deed.

8.3.2 Voting and other rights following an Event of Default

After an Event of Default has occurred:

- (a) the Subco Security Trustee will be entitled to exercise or direct the exercise of the voting and other rights attached to any Investment as it sees fit; and
- (b) the Chargor shall comply, or procure compliance with, any directions of the Subco Security Trustee in relation to the exercise of those rights and shall promptly execute and deliver to the Subco Security Trustee all forms of proxy as the Subco Security Trustee may require in connection with the exercise of those rights.

8.4 Dividends

Subject to the terms of the Finance Documents and prior to the occurrence of an Event of Default, the Chargor will be entitled to receive all Dividends. After an Event of Default has occurred all Dividends shall be paid or transferred to the Subco Security Trustee (or to its order) and any Dividends received by the Chargor shall be held by the Chargor on trust for the Subco Security Trustee and paid by it to the Subco Security Trustee or to any nominee designated by the Subco Security Trustee as soon as is reasonably practicable (but in any event within 3 Business Days). The Subco Security Trustee will be entitled to apply those Dividends in such manner as it sees fit.

8.5 Nominee shareholders

If any Investment is not held in the Chargor's name (other than as a result of the operation of this deed) the Chargor shall procure the prompt delivery to the Subco Security Trustee of an irrevocable power of attorney, expressed to be given by way of security and executed as a deed, by the person in whose name that Investment is held. That power of attorney shall appoint the Subco Security Trustee and every Receiver as the attorney of the holder in relation to that Investment and shall be in a form approved by the Subco Security Trustee.

8.6 Acquisition of Shares

The Chargor shall promptly notify the Subco Security Trustee of:

- 8.6.1 its acquisition of, or agreement to acquire, any Shares; and
- 8.6.2 the declaration or payment of any Dividend.

8.7 Calls

The Chargor shall pay all calls and other payments due in relation to the Investments. If the Chargor fails to do so, the Subco Security Trustee may pay those calls or other payments on the Chargor's behalf and the Chargor shall within 3 Business Days of demand by the Subco Security Trustee reimburse the Subco Security Trustee for any such payment.

8.8 Restrictions

The Chargor shall not vary or agree to any variation in voting rights attaching to the Shares and shall not cause or permit any of the Shares to be consolidated, sub-divided or converted without the Subco Security Trustee's prior written consent.

8.9 Persons with significant control

The Chargor shall comply with any notice served on it in respect of all or any part of the Shares pursuant to Part 21A of the Companies Act 2006 within the timeframe specified in that notice and shall deliver a copy of any such notice to the Subco Security Trustee promptly upon receipt.

9 CHATTELS

9.1 Maintenance

The Chargor shall:

- 9.1.1 keep all its Chattels in good repair, working order and condition;
- 9.1.2 give the Subco Security Trustee such information concerning the location, condition, use and operation of its Chattels as the Subco Security Trustee may require;
- 9.1.3 permit any persons designated by the Subco Security Trustee to inspect and examine the Chattels and the records relating to the Chattels at all reasonable times;
- 9.1.4 not permit any Chattels to be:
 - (a) used or handled other than by properly qualified and trained persons; or
 - (b) to be overloaded or used for any purpose for which it is not designed or reasonably suitable.

9.2 Notice of Charge

The Chargor shall take any action which the Subco Security Trustee may reasonably require to evidence the interest of the Subco Security Trustee in its Chattels including a fixed nameplate on its Chattels in a prominent position stating that:

- 9.2.1 the Chattel is charged in favour of the Subco Security Trustee;
- 9.2.2 the Chattel must not be disposed of without the prior consent of the Subco Security Trustee unless permitted under the Finance Documents.

10 ACCOUNTS

10.1 Undertakings

The Chargor shall:

- 10.1.1 not, without the prior written consent of the Subco Security Trustee, maintain any other bank account other than the Accounts;
- 10.1.2 deliver to the Subco Security Trustee details of each Account maintained by it promptly upon creating that Account and shall advise the Subco Security Trustee within 3 Business Days of any redesignation or change in account details affecting any Account;
- 10.1.3 promptly upon request by the Subco Security Trustee, supply the Subco Security Trustee with copies of all mandate letters, bank statements and other agreements relating to the Accounts;

- 10.1.4 notwithstanding the terms and conditions relating to any Account, not permit any Account to become overdrawn or exceed any other limits applicable to such Account; and
- 10.1.5 not permit or agree to any variation of the terms and conditions relating to any Account or close any Accounts without the prior written consent of the Subco Security Trustee.

10.2 Operation of the Accounts

- 10.2.1 Prior to the occurrence of an Event of Default the Chargor shall be entitled to withdraw or transfer any sum standing to the credit of an Account.
- 10.2.2 After the occurrence of an Event of Default the Chargor shall not be entitled to make any withdrawals or transfers from any Account without the Subco Security Trustee's prior written consent.
- 10.2.3 Amounts permitted to be withdrawn or transferred from the Accounts pursuant to this deed shall, upon such withdrawal or transfer, be released from the Security constituted by this deed.
- 10.2.4 The Chargor shall ensure that no Account has a drawn overdraft, negative or debit balance.
- 10.2.5 If the Security created by this deed has become enforceable, the Subco Security Trustee shall be entitled, at any time or times, without notice (both before and after demand), to:
- (a) exercise all its rights, powers and remedies as chargee of the Accounts and, in particular, the right to:
 - (i) demand and receive any interest or other moneys payable in respect of any credit balance on any Account; and
 - (ii) withdraw sums standing to the credit of any Account (or, by notice to the bank with whom such Account is maintained, block the withdrawal of any such sums) and otherwise exercise all rights in relation to the Accounts as the Chargor may exercise (or, but for this deed) might exercise; and
 - (b) apply, transfer or set-off any or all of the balances from time to time standing to the credit of the Accounts in or towards the payment or other satisfaction of all or part of the Secured Liabilities then due but unpaid in accordance with clause 18 (*Order of Application*).

10.3 Notice to Account Banks

- 10.3.1 The Chargor shall serve a notice of charge in the form of Part 1 of 0 (*Form of Notice to Account Bank*):
- (a) on each Account Bank with whom an Account is held as soon as is reasonably practicable after (but in any event within 3 Business Days of) the crystallisation of the floating charge pursuant to clause 4.12 (*Floating charge*); and
 - (b) use its reasonable endeavours to procure that each Account Bank acknowledges such notice by signing and returning to the Subco Security Trustee a letter of acknowledgement substantially in the form of Part 2 of 0 (*Form of Notice to Account Bank*) within 14 days of the date of such notice.
- 10.3.2 Any instructions contained in a notice of charge sent by the Chargor pursuant to this clause may not be revoked or amended without the Subco Security Trustee's prior written consent.

10.4 Time deposits

If the balance of any Account constitutes a time deposit then, subject to any contrary instructions from the Subco Security Trustee, that time deposit shall be successively redeposited for such periods and on such terms as may from time to time be agreed between the Subco Security Trustee and the Chargor in writing (failing which agreement, for such periods and on such terms as the Subco Security Trustee may in its discretion decide).

11 MONETARY CLAIMS

11.1 Collecting Monetary Claims

The Chargor shall promptly get in and realise all Monetary Claims.

11.2 Dealing with Monetary Claims

The Chargor shall not, without the prior written consent of the Subco Security Trustee, assign, factor, discount, release, waive, compound or otherwise deal with any of the Monetary Claims or vary any term relating to a Monetary Claim other than as permitted by the terms of the Finance Documents.

11.3 Assignment

The Chargor shall, at the Subco Security Trustee's request, execute a legal assignment of the Monetary Claims in favour of the Subco Security Trustee on such terms as the Subco Security Trustee may agree and will sign and deliver written notice of that assignment, in a form acceptable to the Subco Security Trustee, to each debtor which owes or may owe a Monetary Claim and will use all reasonable endeavours to procure that the notice is duly acknowledged by the debtors concerned in accordance with the terms of that assignment.

12 KEY CONTRACTS

12.1 Representations and Warranties

The Chargor represents and warrants to each Secured Party (unless the Subco Security Trustee agrees otherwise) that:

- 12.1.1 each Assigned Contract is in full force and effect and constitutes, subject to the Legal Reservations, its legal, valid, binding and enforceable obligations;
- 12.1.2 its execution and performance of the Assigned Contracts does not conflict with any law or regulation applicable to it, its constitutional documents or any agreement or instrument binding on it or constitute a default (however described) under any such agreements or instruments, in any material respect;
- 12.1.3 it is not in default, nor, so far as it is aware, is any counterparty to an Assigned Contract in default, under any Assigned Contract;
- 12.1.4 all payments due to the Chargor from any party under any Assigned Contract can be made without withholding or deduction on account of Taxation;
- 12.1.5 all payments to it by any other party to an Assigned Contract are not subject to any right of set-off or similar right; and
- 12.1.6 there is not prohibition on assignment in the Assigned Contracts to which it is a party.

12.2 Notices of assignment

The Chargor shall:

- 12.2.1 in respect of the Assigned Contracts listed in Schedule 3 (*Assigned Contracts*), within 1 Business Day of the date of this deed (or if any Assigned Contract comes into effect after

the date of this deed, within 1 Business Day of the date the relevant Assigned Contract becomes effective); and

- 12.2.2 in respect of any other Contract, promptly at the request of the Subco Security Trustee (and its designation as an "Assigned Contract" by the Subco Security Trustee),

serve a notice, substantially in the form of Part 1 of Schedule 4 (*Form of Notice to Counterparty*), on each counterparty to each Assigned Contract and use its reasonable endeavours to procure that each such counterparty acknowledges that notice by signing and returning to the Subco Security Trustee a notice substantially in the form of Part 2 of Schedule 4 (*Form of Notice to Counterparty*) within 14 days of the date of the notice. Any instructions contained in a notice sent to a counterparty pursuant to this clause may not be revoked or amended without the Subco Security Trustee's prior written consent.

12.3 Preservation and enforcement of rights

The Chargor shall:

- 12.3.1 perform all its obligations under each Assigned Contract;
- 12.3.2 diligently enforce all its rights under each Assigned Contract and take all action necessary to preserve those rights (including by way of legal or arbitration proceedings); and
- 12.3.3 inform the Subco Security Trustee as soon as reasonably practicable (but in any event within 3 Business Days) if it serves notice of default, or commences any legal proceeding, or receives notice of default or of the initiation of any legal proceeding in relation to any Assigned Contract.

12.4 Amendments and waivers

The Chargor shall not unless permitted by the Finance Documents or otherwise without the Subco Security Trustee's prior written consent:

- 12.4.1 amend, supplement or waive or agree to the amendment, supplement or waiver of any material term of any Assigned Contract or terminate any Assigned Contract or allow any Assigned Contract to lapse and shall not do or permit anything to be done which may impair the enforceability of any term of any Assigned Contract; or
- 12.4.2 take any action which might jeopardise the existence or enforceability of any Assigned Contract.

12.5 Copy documents

The Chargor shall supply the Subco Security Trustee with (a) a copy of each Assigned Contract to which it is a party, certified as being true and correct by a director of the Chargor and (b) with any other information and copies of any other documents relating to the Assigned Contracts which the Subco Security Trustee, or any Receiver, requests.

12.6 Obligations

Notwithstanding the operation of clause 4.8 (*Contracts*), the Chargor is and shall remain liable under any Assigned Contract to which it is a party to perform all its obligations under that Contract and the Subco Security Trustee shall not be, or be deemed to be, under any obligation or liability under or in connection with any Assigned Contract by reason of this deed or the exercise by the Subco Security Trustee of any rights, powers or remedies under this deed.

13 INSURANCES

13.1 Representations and warranties

The Chargor represents and warrants to each Secured Party that:

- 13.1.1 each Policy is in full force and effect and on risk, all premiums payable in relation to the Policies have been paid when due and, so far as the Chargor is aware, there are no grounds on which any Policy may be declared void or voidable in whole or in part; and
- 13.1.2 its entry into the Policies does not conflict with any law or regulation applicable to it, its constitutional documents or any agreement or instrument binding on it.

13.2 Notices of assignment

The Chargor shall:

- 13.2.1 in respect of the Policies listed in Schedule 5 (*Insurance Policies*), within 1 Business Day of the date of this deed; and
- 13.2.2 in respect of any other Policy, within 1 Business Day of the date that the relevant Policy comes into existence,

serve a notice, substantially in the form of Part 1 of Schedule 6 (*Form of Notice to Insurer*), on each other party to each Policy and use its reasonable endeavours to procure that each such party acknowledges that notice by signing and returning to the Subco Security Trustee a letter of undertaking substantially in the form of Part 2 of Schedule 6 (*Form of Notice to Insurer*) within 14 days of the date of the notice. Any instructions contained in any notice sent by the Chargor pursuant to this clause may not be revoked or amended without the Subco Security Trustee's prior written consent.

13.3 Amendments and waivers

The Chargor shall not, without the Subco Security Trustee's prior written consent, amend, supplement or waive or agree to the amendment, supplement or waiver of any material term of any Policy or terminate any Policy or allow any Policy to lapse.

13.4 Copy documents

The Chargor shall supply the Subco Security Trustee with (a) a copy of each Policy and of each certificate of insurance and cover note relating to each Policy, certified as being true and correct copies by a director of the Chargor and (b) with any other information and copies of any other documents relating to the Policies which the Subco Security Trustee, or any Receiver, requests.

14 INTELLECTUAL PROPERTY

14.1 Representations and warranties

The Chargor:

- 14.1.1 is the sole legal and beneficial owner of or has licensed to it all of the Intellectual Property which is material in the context of its business and which is required by it in order to carry on its business as it is being conducted;
- 14.1.2 does not, in carrying on its business, infringe any Intellectual Property of any third party in any material respect; and
- 14.1.3 has taken all formal or procedural actions (including payment of fees) required to maintain any material Intellectual Property owned by it.

14.2 Preservation and enforcement of rights

The Chargor shall:

- 14.2.1 preserve and maintain the existence and validity of its Intellectual Property necessary for its business;

- 14.2.2 use reasonable endeavours to prevent any infringement in any material respect of the Intellectual Property and as soon as reasonably practicable (but in any event within 3 Business Days) after becoming aware of any such infringement or challenge, inform the Subco Security Trustee thereof and (at its own cost and without prejudice to any other steps it may consider appropriate in the circumstances) take such steps as the Subco Security Trustee (acting reasonably) may from time to time direct;
- 14.2.3 make registrations and pay all registration fees and taxes necessary to maintain its Intellectual Property in full force and effect and record its interest in that Intellectual Property and produce to the Subco Security Trustee on demand receipts or other evidence that the same have been paid;
- 14.2.4 not use or permit its Intellectual Property to be used in a way or take any step or omit to take any step in respect of its Intellectual Property which may materially and adversely affect the existence or value of the Intellectual Property or impair its right to use such property;
- 14.2.5 not discontinue the use of the Intellectual Property; and
- 14.2.6 promptly, if requested to do so by the Subco Security Trustee, sign or procure the signature of and comply with all instructions of the Subco Security Trustee in respect of any document required to make entries in any public register relating to rights in Intellectual Property (including the United Kingdom Trade Marks Register), which either record the existence of this deed or the restrictions on disposal imposed by this deed.

14.3 Amendments and waivers

The Chargor shall not without the consent of the Subco Security Trustee:

- 14.3.1 abandon, cancel or allow any of its Intellectual Property to become void, lapse or to become vulnerable to attack, whether for non-use or otherwise;
- 14.3.2 apply to amend the specification or drawing of any of the letters patent or registered trade or service marks forming part of its Intellectual Property or enter any conditions, restrictions or disclaimers in relation to any of its registered Intellectual Property; or
- 14.3.3 use or knowingly permit to be used any of its Intellectual Property in a way (or otherwise do or refrain from doing anything) which may have a material adverse effect on the value of its Intellectual Property.

15 ENFORCEMENT OF SECURITY

15.1 Timing

The Security created by this deed will be immediately enforceable at any time after the occurrence of:

- 15.1.1 an Event of Default; or
- 15.1.2 a request being made by the Chargor to the Subco Security Trustee that it exercise any of its powers under this deed.

15.2 Enforcement

After the Security created by this deed has become enforceable, the Subco Security Trustee may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion:

- 15.2.1 enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Secured Assets; and

- 15.2.2 whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorisations and discretions conferred by the LPA (as varied and extended by this deed) on mortgagees, by this deed on any Receiver, or otherwise conferred by law on mortgagees and Receivers.

15.3 Statutory Powers

- 15.3.1 The statutory power of sale or other right of disposal conferred on the Subco Security Trustee and on any Receiver by this deed shall operate as a variation and extension of the statutory power of sale under section 101 of the LPA and such power shall arise (and the Secured Liabilities shall be deemed due and payable for that purpose) on execution of this deed.
- 15.3.2 The statutory powers of leasing may be exercised by the Subco Security Trustee at any time on or after the Security created by this deed has become enforceable and such powers are hereby extended so as to authorise the Subco Security Trustee to lease, make agreements for lease, accept surrenders of leases and grant options on such terms as the Subco Security Trustee may think fit and without the need to comply with any restrictions conferred by law (including under section 99 or 100 of the LPA).
- 15.3.3 For the purposes of sections 99 and 100 of the LPA, the expression "Mortgagor" will include any encumbrancer deriving title under the Chargor and neither sub-section (18) of section 99 nor sub-section (12) of section 100 of the LPA will apply.
- 15.3.4 The Chargor shall not have, at any time up until the Discharge Date, the power pursuant to section 99 of the LPA to make any Lease in respect of any Real Property without the prior written consent of the Subco Security Trustee or as permitted pursuant to the terms of the Finance Documents.
- 15.3.5 The restrictions contained in section 93 and 103 of the LPA shall not apply to this deed or to the exercise by the Subco Security Trustee of its right to consolidate all or any of the Security created by or pursuant to this deed with any other Security in existence at any time or its power of sale, such powers being exercisable by the Subco Security Trustee, without notice to the Chargor, on or at any time after the Security created by this deed has become enforceable as herein provided.

16 RECEIVER

16.1 Appointment of Receiver

- 16.1.1 After the Security created by this deed has become enforceable the Subco Security Trustee may without prior notice, appoint:
- (a) any one or more persons to be a Receiver of all or any part of the Secured Assets; or
 - (b) two or more Receivers of separate parts of the Secured Assets; or
 - (c) appoint another person(s) as an additional Receiver(s).
- 16.1.2 Any appointment under clause 16.1.1 above may be by deed, under seal or in writing under its hand.
- 16.1.3 Any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the LPA) does not apply to this deed.
- 16.1.4 The Subco Security Trustee may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Secured Assets if the Subco 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.

16.1.5 Each person appointed to be a Receiver pursuant to this clause 16.1 shall be entitled to act individually or together with any other person appointed or substituted as a Receiver.

16.1.6 In respect of its appointment and any instructions received, the Receiver may rely on any notice which on its face is delivered in compliance with the Subscription Agreement.

16.2 Statutory powers of appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Subco Security Trustee under the LPA (as extended by this deed) or otherwise and such powers shall remain exercisable from time to time by the Subco Security Trustee in respect of any part of the Secured Assets.

16.3 Removal

The Subco Security Trustee may from time to time by writing under its 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.

16.4 Remuneration

The Subco Security Trustee may from time to time fix the remuneration of any Receiver appointed by it and any maximum rate imposed by any law (including under section 109(6) of the LPA) will not apply.

16.5 Agent of the Chargor

16.5.1 A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgage under the LPA. The Chargor is solely responsible for the remuneration, expenses, contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.

16.5.2 No Secured Party will 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.

16.5.3 No Receiver shall at any time act as agent for the Subco Security Trustee

17 POWERS OF RECEIVER

17.1 General

17.1.1 A Receiver has all of the rights, powers and discretions set out below in this clause 17 in addition to those conferred on it by any law; this includes:

(a) all rights, powers, remedies and discretions conferred on an administrative receiver under the Insolvency Act 1986 (including but not limited to Schedule 1 thereof); and

(b) otherwise, all the rights, powers, remedies and discretions conferred on a mortgagor, a mortgagee in possession and on a receiver (or a receiver and manager) appointed under the LPA or the Insolvency Act 1986.

17.1.2 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.

17.2 Possession

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

17.3 Carry on Business

A Receiver may carry on any business of the Chargor in any manner he thinks fit.

17.4 Employees

17.4.1 A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this deed upon such terms as to remuneration or otherwise as he thinks fit.

17.4.2 A Receiver may discharge any person appointed by the Chargor.

17.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Secured Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit.

17.6 Sale of assets

17.6.1 A Receiver may sell, exchange, convert into money and realise any Secured Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit.

17.6.2 The consideration for any such 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 which the Receiver thinks fit.

17.6.3 Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor.

17.7 Leases

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

17.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Secured Asset.

17.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Secured Asset which he thinks fit.

17.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Secured Asset.

17.11 Subsidiaries

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

17.12 Delegation

A Receiver may delegate his power in accordance with this deed.

17.13 Lending

A Receiver may lend money or advance credit to any customer of the Chargor.

17.14 Protection of assets

A Receiver may:

- 17.14.1 effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Secured Asset;
- 17.14.2 commence and/or complete any building operation; and
- 17.14.3 apply for and maintain any planning permission, building regulation, approval or any other authorisation,

in each case as he thinks fit.

17.15 Other Powers

A Receiver may:

- 17.15.1 do all other acts and things which he may consider desirable or necessary for realising any Secured Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this deed or law;
- 17.15.2 exercise in relation to any Secured Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Secured Asset; and
- 17.15.3 use the name of the Chargor for any of the above purposes set out in this clause 17.

17.16 Redemption of prior mortgages

At any time after the Security created by this deed has become enforceable, the Subco Security Trustee may redeem any prior Security created in respect of a Secured Asset and/or procure the transfer of the benefit of that Security to itself and/or settle the accounts of the prior mortgagee or encumbrancer. The Chargor shall on demand indemnify the Subco Security Trustee for all costs and expenses incurred by the Subco Security Trustee in connection with any such redemption and/or transfer, including the amount of any principal or interest paid by the Subco Security Trustee.

18 ORDER OF APPLICATION

18.1 Application of proceeds

Unless otherwise determined by the Subco Security Trustee, all amounts received or recovered by the Subco Security Trustee or any Receiver in exercise of their rights under this deed will, subject to the rights of any creditors having priority, be applied in the order provided in clause 18.2. This clause 18 does not prejudice the right of any Secured Party to recover any shortfall from the Chargor.

18.2 Order of application

The order referred to in clause 18.1 is:

- 18.2.1 in or towards payment, or the provision for, all the costs, expenses and losses properly incurred, and payments made, by the Subco Security Trustee and/or any Receiver under or in connection with this deed and all remuneration due to any Receiver under or in connection with this deed;
- 18.2.2 in or towards the payment or discharge of the Secured Liabilities in such order as the Subco Security Trustee thinks fit (in its sole and absolute discretion). If the Subco Security Trustee chooses not to exercise such discretion, the order is in or towards payment or discharge of the Secured Liabilities on a pro-rata basis as between the Secured Parties; and
- 18.2.3 in payment of any surplus to the Chargor or other person entitled to it.

18.3 Protection of Purchasers

- 18.3.1 No purchaser or other person dealing with the Subco Security Trustee or a Receiver shall be bound to enquire:
 - (a) whether the Secured Liabilities have become payable;
 - (b) whether any power which the Subco Security Trustee or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
 - (c) whether any money remains due under the Finance Documents; or
 - (d) how any money paid to the Subco Security Trustee or to that Receiver is to be applied.
- 18.3.2 The receipt of the Subco Security Trustee or any Receiver shall be conclusive discharge to any purchaser and, in making any sale or disposal of the Secured Assets or making any acquisition, the Subco Security Trustee or any Receiver may do for such consideration, in such manner and on such terms as it thinks fit.

19 LIABILITY OF SUBCO SECURITY TRUSTEE

19.1 Liability

Neither the Subco Security Trustee, its nominee(s) nor any Receiver will either by reason of (a) taking possession or realising all any part of the Secured Assets; (b) taking any action permitted by this deed; or (c) whether as mortgagee in possession or otherwise be liable to the Chargor or any other person for any costs, losses or liabilities relating to any of the Secured Assets or for any act, default, omission or misconduct of the Subco Security Trustee, any Receiver or their respective officers, employees or agents in relation to the Secured Assets or otherwise.

19.2 Exoneration

Neither the Subco Security Trustee nor any Receiver will have any duty (a) to perform the Chargor's obligations or exercise any rights in relation to any Secured Asset, (b) to ensure that any Related Rights are made available or to verify that the correct amount has been received in relation to any Related Right, (c) to take up any offer in relation to any Secured Assets, (d) to give any notification to anyone in relation to any Secured Asset or (e) to take any action to enforce any other person's obligations as regards any Secured Asset.

19.3 Power of attorney

- 19.3.1 The Chargor, by way of security for the performance of its obligations under this deed irrevocably and severally appoints the Subco Security Trustee, each Receiver and each

of their respective delegates and sub delegates to be its attorney (with full power of substitution and delegation) and in its name, on its behalf and as its act and deed to execute, deliver and perfect all other documents, deeds and agreements and do all such things which the attorney may consider to be required for:

- (a) carrying out any obligation imposed on the Chargor by this deed or any agreement binding on the Chargor to which the Subco Security Trustee is a party (including, but not limited to, the execution and delivery of any charges, assignments or other security and any transfers of the Secured Assets and perfecting and/or realising the Security created or intended to be created in respect of the Secured Assets); and
- (b) enabling the Subco Security Trustee and any Receiver to exercise any of the rights, powers and authorities conferred on them pursuant to this deed or by law (including, after the Security created by this deed has become enforceable as herein provided, the exercise of any right of a legal or beneficial owner of the Secured Assets or any part thereof).

19.3.2 The Chargor hereby ratifies whatever any attorney does or purports to do pursuant to its appointment under clause 19.3.1.

20 SAVING PROVISIONS

20.1 Continuing Security

Subject to clause 24 (*Release of Security*), the Security constituted by this deed shall remain in full force and effect as continuing security for the Secured Liabilities until the Discharge Date and shall not be released before then by any intermediate payment, discharge or satisfaction of all or any of the Secured Liabilities or for any other reason.

20.2 Cumulative Rights

The Security created by or pursuant to this deed and the rights, powers and remedies of the Subco Security Trustee under this deed shall be cumulative and shall be in addition to and independent of every other Security, right, power or remedy which the Subco Security Trustee or any Secured Party may at any time have in connection with the Secured Liabilities, including all rights, powers and remedies provided by law, and accordingly, the Subco Security Trustee shall not be obliged before exercising any such rights, powers or remedies:

- 20.2.1 to make any demand of, or take any action or obtain any judgment in any court against, the Chargor;
- 20.2.2 to make or file any claim or proof in winding-up or dissolution of the Chargor; or
- 20.2.3 to enforce or seek to enforce any other Security held by it in respect of the Secured Liabilities.

20.3 No Merger of Security

No prior Security held by the Subco Security Trustee (whether in its capacity as trustee or otherwise) over the whole or any other part of the Secured Asset shall merge into the Security constituted by this deed.

20.4 No prejudice

The Security created by or pursuant to this deed shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Chargor or any other person, or the Subco Security Trustee (whether in its capacity as trustee or otherwise) or by any variation of the terms upon which the Subco Security Trustee holds the Security created by or pursuant to this deed or by any other thing which might otherwise prejudice that Security.

20.5 Remedies and Waivers

No failure on the part of the Subco Security Trustee to exercise, or any delay on its part in exercising, any rights, powers and remedies of the Subco Security Trustee provided by or pursuant to this deed shall operate as a waiver of those rights, powers and remedies or constitute an election to affirm this deed. No election to affirm this deed on the part of the Subco Security Trustee shall be effective unless it is in writing. No single or partial exercise or any such rights, powers and remedies preclude any further or other exercise of that or any other rights, powers and remedies.

20.6 Partial Invalidity

If, at any time, any provision of this deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or unenforceability of the remaining provisions of this deed nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby, and, if any part of the Security intended to be created by or pursuant to this deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security constituted under this deed.

20.7 Waiver of defences

Neither the obligations of the Chargor under this deed nor the Security constituted by this deed will be affected by any act, omission or thing which, but for this clause, would reduce, release or prejudice any of its obligations under this deed or release or prejudice any of its obligations under, or the Security created by, this deed and whether or not known to the Chargor or any Secured Party:

- 20.7.1 any time, waiver or consent granted to, or composition with, the Chargor or any other person;
- 20.7.2 the release of the Chargor or any other person under the terms of any composition or arrangement with any creditor of the Chargor;
- 20.7.3 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, the Chargor or any 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;
- 20.7.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person;
- 20.7.5 any amendment, novation, supplement, extension (whether or maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not onerous) or replacement of a Finance Document or any other document or Security or of the Secured Liabilities (including, without limitation, any change in the purpose of, any extension of, or any variation or increase in any facility or amount made available under any facility or the addition of any new facility under any Finance Document or other documents);
- 20.7.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security or of the Secured Liabilities; or
- 20.7.7 any insolvency or similar proceedings relating to the Chargor or any other person.

20.8 Immediate recourse

The Chargor waives any right it may have of first requiring the Subco Security Trustee or any other Secured Party (or any trustee on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from the Chargor under this deed. This waiver applies irrespective of any law or provision of this deed to the contrary.

20.9 Appropriations

Until the occurrence of the Discharge Date, any Secured Party (or any trustee or agent on its behalf) may refrain from applying or enforcing any other moneys, Security or rights held or received by it in relation to the Secured Liabilities, or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities, or otherwise) and hold in an interest bearing suspense account any money received from the Chargor on account of the Secured Liabilities.

20.10 Non-competition

Until the occurrence of the Discharge Date or unless the prior written consent of the Subco Security Trustee is obtained, the Chargor shall not exercise any rights which it may have by reason of performance by it of its obligations under this deed:

- 20.10.1 to be indemnified by any person, including any other Chargor;
- 20.10.2 to claim any contribution from any other provider of Security or any guarantor of the Secured Liabilities;
- 20.10.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any Secured Party's rights under the Finance Documents or of any other guarantee, indemnity or Security taken pursuant to, or in connection with, the Secured Liabilities by any Secured Party;
- 20.10.4 to bring legal or other proceedings for an order requiring the Chargor to make any payment, or perform any obligation, in respect of which the Chargor has given a guarantee, undertaking or indemnity under any Subco Finance Document; and/or
- 20.10.5 to exercise any right of set-off against the Chargor.

If the Chargor receives any benefit, payment or distribution contrary to the terms of this clause, it shall hold that benefit, payment or distribution (to the extent necessary to enable all amounts which may be or become payable to the Subco Security Trustee in connection with the Secured Liabilities to be repaid in full) on trust for the Subco Security Trustee and shall promptly pay or transfer the same to the Subco Security Trustee or to the Subco Security Trustee's nominee.

20.11 Tacking

- 20.11.1 For the purposes of section 94(1)(c) of the LPA and section 49(3) of the Land Registration Act 2002, the Subco Security Trustee confirms on behalf of the Subco Finance Parties that the Subco Finance Parties will comply with its obligations to make further loans under the Intercompany Loan Agreement subject to the terms of the Finance Documents.
- 20.11.2 The Chargor hereby consents to an application being made to the Land Registry to enter the obligation to make further advances on the charges register of any registered land forming part of the Real Property.

20.12 Further Assurance

- 20.12.1 The Chargor shall promptly, at its own cost, do whatever the Subco Security Trustee requires:
 - (a) to create, perfect and/or protect the Security created or intended to be created by this deed;
 - (b) to create, perfect and/or protect the priority of the Security created or intended to be created by this deed;
 - (c) to facilitate the exercise of any rights, powers and remedies vested in the Subco Security Trustee or any Receiver (or their respective delegates) by this deed and/or by the law; and/or

(d) to facilitate the realisation of the Secured Assets.

20.12.2 In order to satisfy its obligations under sub-clause 20.12.1 above the Chargor shall 3 Business Days of request by the Subco Security Trustee, execute any transfer, conveyance, specific mortgage, charge, assignment or assurance over all or any of the assets constituting, or intended to constitute, the Secured Assets (whether in favour of the Subco Security Trustee or its nominee or otherwise) and make any registration or notarisation and give any notice, instructions, order or direction in respect of the Secured Assets on such terms as the Subco Security Trustee (acting reasonably) shall require for this purpose.

21 PRIOR SECURITY INTERESTS

21.1 In the event of any action, proceedings or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the Secured Assets or in case of exercise by the Subco Security Trustee or any Receiver of any power of sale under this deed, the Subco Security Trustee may redeem such prior Security or procure the transfer thereof to itself.

21.2 The Subco Security Trustee may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on the Chargor.

21.3 All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Chargor to the Subco Security Trustee on demand together with accrued interest thereon as well as before judgement at the rate from time to time applicable to unpaid sums specified in the Intercompany Loan Agreement from the time or respective times of the same having been paid or incurred until payment thereof (as well as after as before judgment).

22 SUBSEQUENT SECURITY INTERESTS

If the Subco Security Trustee (acting in its capacity as trustee or otherwise) or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security, assignment or transfer affecting the Secured Assets or any part of the Secured Assets which is prohibited by the terms of any Finance Document, all payments thereafter by or on behalf of the Chargor to the Subco Security Trustee or any of the other Secured Parties will (in the absence of any express contrary appropriate by the Chargor) be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities at the time that notice was received.

23 SUSPENSE ACCOUNT

All monies received, recovered or realised by the Subco Security Trustee under this deed (including the proceeds of any conversion of currency) may in the discretion of the Subco Security Trustee be credited to any interest bearing suspense or impersonal account(s) maintained with a bank, building society or financial institution (including itself) for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Subco Security Trustee's discretion, in or towards the discharge of any of the Secured Liabilities.

24 RELEASE OF SECURITY

Upon the occurrence of the Discharge Date, the Subco Security Trustee shall, at the request and cost of the Chargor, release and cancel the security constituted by this deed and procure the reassignment to the Chargor of the property and assets assigned to the Subco Security Trustee pursuant to this deed in each case without recourse to, or any representation or warranty by, the Subco Security Trustee or any of its nominees.

25 PRESERVATION OF SECURITY

This deed is in addition to any other rights or Security, now and in the future, held by the Subco Security Trustee from each of the Chargor or any other person for the Secured Liabilities and will not merge with or prejudice or be prejudiced by any such rights or Security.

26 DELEGATION AND DISCRETION

26.1 Delegation

- 26.1.1 The Subco Security Trustee and/or any Receiver may delegate by power of attorney or in any manner all or any of the powers, authorities and discretions which are conferred and are exercisable by it under this deed to any person or persons on such terms and conditions as it sees fit.
- 26.1.2 No such delegation pursuant to this clause 26 shall preclude either the subsequent exercise of such power, authority or discretion by the Subco Security Trustee or a Receiver itself or any subsequent delegation or revocation thereof.
- 26.1.3 Neither the Subco Security Trustee nor any Receiver will have any liability to the Chargor or any other person for any loss or liability arising from any act, default, omission or misconduct by the delegate.

26.2 Discretion

Any right or power which may be exercised or any determination which may be made under this deed by the Subco Security Trustee or any Receiver may be exercised by it in its absolute and unfettered discretion, without any obligation to give reasons unless stated otherwise in this deed.

27 SET-OFF

Notwithstanding any term to the contrary affecting any of the liabilities concerned, the Subco Security Trustee will be entitled at any time or times without notice (both before and after demand) to set off any liability of the Chargor to the Subco Security Trustee against any liability of the Subco Security Trustee to the Chargor. The Subco Security Trustee may for such purposes convert or exchange any currency as it deems fit at a market rate of exchange.

28 FINANCIAL COLLATERAL

- 28.1 To the extent that any of the Secured Assets constitute "financial collateral" and this deed constitutes a "security financial collateral arrangement" (as those terms are defined in the Regulations), the Subco Security Trustee shall, upon the Security created by this deed becoming enforceable and to the extent permitted by the Regulations, have the right to appropriate all or any part of those Secured Assets in or towards the discharge of the Secured Liabilities without obtaining any court authorisation and in such order as the Subco Security Trustee may in its absolute discretion determine.
- 28.2 The parties hereby agree that the value of any Secured Asset appropriated in accordance with clause 28.1 above shall be:
 - 28.2.1 in the case of cash denominated in the currency of denomination of the Secured Liabilities, the amount thereof plus any accrued but unposted interest attributable thereto on the date of appropriation;
 - 28.2.2 in the case of any other cash, the amount of the currency of denomination of the Secured Liabilities that the Subco Security Trustee could purchase with the amount thereof (plus any accrued but unposted interest attributable thereto) on the date of appropriation at its spot rate of exchange for such purchase in the London foreign exchange market at or about 11.00 a.m. on that date; or
 - 28.2.3 in the case of Shares, shall be the price of those Shares at the time the right of appropriation is exercised as listed on any recognised market index, independent valuation or as determined by such other method as the Subco Security Trustee may select.
- 28.3 The Parties to this deed agree that the method of valuation provided for in this clause 28 is commercially reasonable for the purposes of the Regulations.

- 28.4 Where the Subco Security Trustee exercises its rights of appropriation and the value of the financial collateral appropriated differs from the amount of the Secured Liabilities, the Subco Security Trustee must account for the amount by which the value of the appropriated financial collateral exceeds the Secured Liabilities.

29 CURRENCY

29.1 Relevant Currency

The Chargor's obligation under this deed is to discharge the Secured Liabilities in the Relevant Currency.

29.2 Receipt in wrong currency

If at any time the Subco Security Trustee receives a payment (including by set-off) referable to any of the Secured Liabilities from any source in a currency other than the Relevant Currency, then:

- 29.2.1 that payment will take effect as a payment to the Subco Security Trustee of the amount in the Relevant Currency which the Subco Security Trustee is able to purchase (after deduction of any relevant costs) with the amount of the payment so received at its spot rate of exchange for such purchases in the London foreign exchange market at about 11.00 a.m. on that date; and
- 29.2.2 if such payment is treated by clause 29.2.1 as a payment of an amount which falls short of the relevant liability of the Chargor expressed in the Relevant Currency, the Chargor as a separate and independent obligation will on demand from time to time indemnify the Subco Security Trustee against such shortfall.

30 PAYMENTS TO BE MADE WITHOUT DEDUCTION

30.1 No deductions

All sums payable by the Chargor under this deed shall be paid in the Relevant Currency in immediately available funds and shall be paid to the credit of such account as the Subco Security Trustee may designate. All such payments shall be made in full without set-off of any sum owing by the Subco Security Trustee to the Chargor or counterclaim and free and clear of any deductions of or withholding for or on account of any Taxation or for any other reason, except to the extent that any such deduction or withholding is required by law.

30.2 Grossing-up

If at any time the Chargor is required by law to make any deduction or withholding from any payment due from the Chargor to the Subco Security Trustee, the Chargor shall simultaneously pay to the Subco Security Trustee whatever additional amount is necessary to ensure that the Subco Security Trustee receives a net sum equal to the payment it would have received had no deduction or withholding been made.

31 CERTIFICATES AND DETERMINATIONS

A certificate signed by an official of the Subco Security Trustee as to the amount at any time of the Secured Liabilities and/or the value of the Secured Assets shall, in the absence of manifest error, be conclusive evidence as against the Chargor of the relevant amount or value.

32 ASSIGNMENT AND TRANSFER

32.1 Chargor's consent to assignment/transfer by Subco Security Trustee

The Chargor consents to the assignment and/or transfer by the Subco Security Trustee of any one or more of its rights and/or obligations under this deed.

32.2 No assignment/transfer by the Chargor

The Chargor may not assign or transfer any one or more of its rights and/or obligations under this deed without obtaining the Subco Security Trustee's prior written consent.

33 INDEMNITY

33.1 Subject to clause 33.2, the Chargor shall within 3 Business Days of demand indemnify any Secured Party, Receiver, attorney, manager, agent or any other person appointed by the Subco Security Trustee or a Receiver under this deed against any cost, loss or expense incurred by any of them in connection with this deed including, but not limited to, any cost, loss or expense arising:

33.1.1 from any breach by the Chargor of any law or regulation;

33.1.2 as a result either of a failure by the Chargor to perform any of its obligations under this deed; or

33.1.3 as a result of any representation or warranty made in this deed having been incorrect when made.

33.2 Clause 33.1 shall not apply if any cost, loss or liability is caused by the gross negligence or wilful misconduct of a Secured Party, Receiver, attorney, manager, agent or any other person appointed by the Subco Security Trustee or Receiver.

34 EXPENSES

34.1 Transaction expenses

The Chargor shall within 3 Business Days of demand pay the Subco Security Trustee the amount of all costs and expenses (including legal fees) reasonably incurred by the Subco Security Trustee or any delegate of the Subco Security Trustee in connection with the negotiation, preparation, printing, execution and perfection of this deed.

34.2 Amendment costs

If the Chargor requests an amendment, waiver or consent in connection with this deed, the Chargor shall, within three Business Days of demand, reimburse the Subco Security Trustee for all costs and expenses (including legal fees) reasonably incurred by the Subco Security Trustee or any delegate of the Subco Security Trustee in responding to, evaluating, negotiating or complying with that request or requirement.

34.3 Enforcement and preservation costs

The Chargor shall, within three Business Days of demand, pay to the Subco Security Trustee the amount of all costs and expenses (including legal fees) incurred by the Subco Security Trustee in connection with the enforcement or preservation of any rights under this deed and with any proceedings instituted by or against the Subco Security Trustee as a consequence of taking or holding the Security or enforcing its rights under this deed.

35 MISCELLANEOUS

35.1 Variations

No variation, amendment or waiver of any term of this deed shall be valid unless made in writing and signed by the Chargor and the Subco Security Trustee.

35.2 Third party rights

A person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this deed.

35.3 Perpetuity period

The trusts created by this deed have a perpetuity period of 125 years.

35.4 Counterparts

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

35.5 Incomplete details

The fact that no or only incomplete details of any Secured Asset are listed in this deed does not affect the enforceability of the Security constituted by this deed.

36 COMMUNICATIONS

36.1 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 by fax or letter.

36.2 Addresses

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

36.2.1 in the case of the Subco Security Trustee, that identified by its name on its execution page below; and

36.2.2 in the case of the Chargor that identified by its name on its execution page below;

or any substitute address fax number or department or officer as one party may notify to the other by not less than 5 Business Days' notice.

36.3 Delivery

36.3.1 Any communication or document made or delivered by one person to another under or in connection with this deed shall only be effective:

(a) if by way of fax, when received in legible form; or

(b) if by way of letter, when it has been left at the relevant address or 2 Business Days after being deposited in the post postage prepaid in an envelope addressed to the relevant party at that address,

and, in the case of the Subco Security Trustee, if a particular department or officer is specified as part of its address details provided under clause 36.2 (*Addresses*), if addressed to that department or officer.

36.3.2 Any communication or document to be made or delivered to the Subco Security Trustee will be effective only when actually received by the Subco Security Trustee and then only if it is expressly marked for the attention of the department or officer identified in clause 36.2 (or any substitute department or officer as the Subco Security Trustee will specify for this purpose).

37 GOVERNING LAW AND JURISDICTION

37.1 Governing law

This deed and any non-contractual obligation arising out of or in connection with it is governed by English law.

37.2 Jurisdiction of English courts

- 37.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or any non-contractual obligation arising out of or in connection with this deed) (a **Dispute**).
- 37.2.2 The Parties agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly agrees that no Party will argue to the contrary.
- 37.2.3 Notwithstanding Clause 37.2.1 above, the Subco Security Trustee will not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Subco Security Trustee may take concurrent proceedings in any number of jurisdictions.

This deed is executed as a deed by the Chargor and is signed for and on behalf of the Subco Security Trustee and is delivered and takes effect on the date stated at the beginning of this deed.

**SCHEDULE 1
ACCOUNT DETAILS**

Bank	Address	Account No	Sort Code
HSBC Bank plc	11 Victoria Square, Droitwich WR9 8DH		
HSBC Bank plc	26 Broad Street, Reading RG1 2BU		
Metro Bank plc	One Southampton Row, London WC1B 5HA		

**SCHEDULE 2
FORM OF NOTICE TO ACCOUNT BANK**

Part 1 - Notice to Account Bank

[On the Letterhead of the Chargor]

To: [name and address of third party bank]

Attention: []

Copy to: [Subco Security Trustee details]

Date: []

Dear Sirs

Debenture dated [] (the Debenture) between [] (the Chargor) and [] (the Subco Security Trustee)

This letter constitutes notice to you that, pursuant to the Debenture, we have [assigned to]/charged (by way of first fixed charge) in favour of the Subco Security Trustee all our present and future rights and interest in and to the bank account with account number [] and sort code in our name with you (the [Blocked] Account) together with all money from time to time standing to the credit of the [Blocked] Account, all interest accruing in relation thereto and all Related Rights. Terms used in this notice but not defined shall have the meaning given to them in the Debenture.

We hereby irrevocably instruct and authorise you to:

- 1 credit to the [Blocked] Account all interest from time to time earned on the sums of money held in the [Blocked] Account;
- 2 [deal only with the Subco Security Trustee and not the Chargor in relation to the [Blocked] Account unless you receive written instructions from the Subco Security Trustee to the contrary;]
- 3 hold all sums from time to time standing to the credit of the [Blocked] Account to the order of the Subco Security Trustee;
- 4 [until such time as you receive notice signed by the Subco Security Trustee that an Event of Default has occurred (a Default Notice),] comply with the terms of any written notice or instructions (including payment instructions) relating to the [Blocked] Account or the sums standing to the credit of the [Blocked] Account from time to time which you may receive from the [Chargor];
- 5 [following receipt of a Default Notice: (i) you shall comply only with the terms of any written notice or instructions (including payment instructions) relating to the Accounts or the sums standing to the credit of the Accounts from time to time which you may receive from the Subco Security Trustee without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instructions; and (ii) you will not accept or comply with any notice or instruction (including payment instructions) received from the Chargor;]
- 6 disclose to the Subco Security Trustee, without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure, such information relating to the [Blocked] Account and the sums in the [Blocked] Account as the Subco Security Trustee may from time to time request; and

- 7 send copies of all material notices and communications relating to the [Blocked] Account to the Subco Security Trustee as well as ourselves.

Please note that we are and will remain liable to perform all the obligations assumed by us under any mandate or other agreement relating to the [Blocked] Account and that neither the Subco Security Trustee, any Receiver nor any of their agents will at any time have any liability to you regarding the [Blocked] Account.

We are not permitted, without the Subco Security Trustee's prior written consent, to permit or agree to any variation of the terms and conditions of this notice relating to the [Blocked] Account or to close the [Blocked] Account.

The instructions in this notice may not be revoked or varied without the prior written consent of the Subco Security Trustee.

This notice is governed by English law.

Please confirm your agreement to the above by sending the attached acknowledgement to [identify Subco Security Trustee officer] at [insert address details of Subco Security Trustee] with a copy to us at the above address.

Yours faithfully

.....
[Authorised signature of Chargor]

Part 2 - Form of Acknowledgement

[On the letterhead of the Account Bank]

To: [Subco Security Trustee]

Attention: []

Copy to: [Chargor]

Date: []

Dear Sirs

Debenture dated [] (the Debenture) between [] (the Chargor) and [] (the Subco Security Trustee)

We confirm receipt from the Chargor of a notice dated [] 20[] (the Notice) of the [assignment and the] creation of a first fixed charge, pursuant to the terms of the Debenture, of all the Chargor's present and future rights and interest in and to the bank account with account number [] and sort code [] held with us in the name of [the Chargor] (the [Blocked] Account) together with all money from time to time standing to the credit of that [Blocked] Account, all interest accruing in relation thereto and all Related Rights, as defined in the Debenture.

We confirm that:

- 1 we accept the instructions and authorisations contained in the Notice and undertake to comply with the terms of the Notice;
- 2 we have not received notice of the creation of any other assignment or security regarding the [Blocked] Account or of the creation of any third party interest in the [Blocked] Account or in the sums of money held in the [Blocked] Account or the debts represented by those sums and we will notify you promptly should we receive any such notice;
- 3 we do not have and will not in future create, accept or enforce any security interest or right of set-off or combination or other right in respect of the [Blocked] Account, the sums of money held in the [Blocked] Account or the debts represented by those sums; and
- 4 we will not amend the terms or conditions of the Notice and this acknowledgement upon which the [Blocked] Account is operated or close the [Blocked] Account without your prior written consent.

This letter is governed by English law.

Yours faithfully

.....
for and on behalf of [third party bank]

**SCHEDULE 3
ASSIGNED CONTRACTS**

None as at the date of this debenture.

**SCHEDULE 4
FORM OF NOTICE TO COUNTERPARTY**

Part 1 - Notice to Counterparty

[On the letterhead of the Chargor]

To: [Contract counterparty]
Copy to: [Subco Security Trustee details]
Date: []

Dear Sirs

Debenture dated [] (the Debenture) between [] (the Chargor) and [] (the Subco Security Trustee)

This letter constitutes notice to you that pursuant to the Debenture we have assigned to the Subco Security Trustee by way of security all our present and future rights under or in connection with [insert details of Contract] (the Contract) (including under any guarantee, warranty or indemnity granted in relation to the Contract) and all Related Rights, as defined in the Debenture.

We irrevocably authorise and instruct you to:

- 1 disclose to the Subco Security Trustee without any reference to or further authority from us (and without any enquiry by you as to the justification for such disclosure), such information relating to the Contract as the Subco Security Trustee may at any time request;
- 2 [deal only with the Subco Security Trustee in relation to the Contract unless you receive written instructions from the Subco Security Trustee to the contrary;]
- 3 pay all sums from time to time due and payable by you under the Contract in accordance with any written instructions given to you by the Subco Security Trustee from time to time;
- 4 comply with the terms of any written notice or instructions relating to the Contract or the debts represented thereby which you receive from the Subco Security Trustee without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction; and
- 5 send copies of all notices and communications relating to the Contract to the Subco Security Trustee as well as ourselves.

We further instruct you that upon receipt from the Subco Security Trustee that an Event of Default has occurred:

- 6 all remedies provided for in the Contract or available at law or in equity are exercisable by the Subco Security Trustee (provided that the Subco Security Trustee shall have no greater rights under this notice than we have under the Contract);
- 7 all rights to compel performance of the Contract are exercisable by the Subco Security Trustee although the Chargor shall remain liable to perform all of the obligations assumed by it under the Contract; and
- 8 all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Contract belong to the Subco Security Trustee to the exclusion of the Chargor.

Please note that we are and will remain liable to perform all the obligations assumed by us under the Contract and that neither the Subco Security Trustee, any Receiver nor any of their agents will at any time have any liability to you under the Contract.

We are not permitted to agree any amendment or supplement to, or to waive any material term of the Contract, or to terminate the Contract or to allow it to lapse without the prior written consent of the Subco Security Trustee.

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

This notice is governed by English law.

Please confirm your agreement to the above by sending the attached acknowledgement to [identify Subco Security Trustee officer] at [insert address details of Subco Security Trustee], with a copy to us at the above address.

Yours faithfully

.....
For and on behalf of [CHARGOR]

Part 2 - Form of Acknowledgement

[On the letterhead of the Counterparty]

To: [Subco Security Trustee]

[Address]

Copy: [Chargor]

Date: []

Dear Sirs

Debenture dated [] (the Debenture) between [] (the Chargor) and [] (the Subco Security Trustee)

We confirm receipt from the Chargor of a notice dated [] (the Notice) of an assignment, pursuant to the terms of the Debenture, of all the Chargor's present and future rights under or in connection with [insert details of Contract] (the Contract) (including under any guarantee, warranty or indemnity granted in relation to the Contract) and all Related Rights, as defined in the Debenture. Terms used in this acknowledgement but not defined shall have the same meaning given to them in the Notice.

We confirm that:

- 1 we accept the instructions and authorisations contained in the Notice and we undertake to act in accordance with and comply with the terms of the Notice;
- 2 we have not received notice of the creation of any other assignment of or security over rights or proceeds arising under the Contract in favour of any third party or the creation of any other third party interest in those rights or proceeds and we will notify you promptly should we receive any such notice;
- 3 we have not claimed or exercised nor do we have any outstanding right to claim or exercise against the Chargor any right of set-off, counter claim or other right relating to the Contract;
- 4 we agree that no material term of the Contract may be amended, supplemented or waived without your prior written consent; and
- 5 we agree that the Contract may not be terminated or allowed to lapse without your prior written consent.

This letter is governed by English law.

Yours faithfully

.....
For and on behalf of [COUNTERPARTY]

**SCHEDULE 5
INSURANCE POLICIES**

Insurer:	Policy Type	Policy Number
Chubb	Officer & Director's Insurance	82497295
NIG Insurance	Commercial Combined Insurance	CLC/5711071/0351
NIG Insurance	Motor Insurance	CLC/006120970

**SCHEDULE 6
FORM OF NOTICE TO INSURER**

Part 1 - Notice to Insurer

[On the letterhead of the Chargor]

To: [insert name and address of Insurer]

Copy to: [Subco Security Trustee details]

Date: []

Dear Sirs

Debenture dated [] (the Debenture) between [] (the Chargor) and [] (the Subco Security Trustee)

This letter constitutes notice to you that, pursuant to the Debenture, we have assigned to the Subco Security Trustee by way of security all amounts payable to us under or in connection with the policies described below (the Policies), all our rights in connection with those amounts and all Related Rights. Terms used in this notice by not defined shall have the meaning given to them in the Debenture.

[Describe insurances]

We irrevocably authorise and instruct you to:

- 1 disclose to the Subco Security Trustee without any reference to or further authority from us (and without any enquiry by you as to the justification for such disclosure), such information relating to the Policies as the Subco Security Trustee may at any time request;
- 2 pay any sums from time to time due and payable by you under the Policies in accordance with any written instructions given to you by the Subco Security Trustee from time to time;
- 3 comply with the terms of any notice or instructions relating to the Policies which you receive from the Subco Security Trustee (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction);
- 4 note on the Policies the Subco Security Trustee's interest as first priority assignee of (i) all amounts payable under the Policies and (ii) all rights in connection with those amounts and to identify the Subco Security Trustee as [sole loss payee] and as co-insured in respect of each Policy; and
- 5 send copies of all notices issued under the Policies to the Subco Security Trustee as well as ourselves.

Please note that we are and will remain liable to perform all the obligations assumed by us under the Policies and that neither the Subco Security Trustee, any Receiver nor any of their agents nor any other person will have any liability to you under the Policies.

We are not permitted to agree any amendment or supplement to or to waive any material term of the Policies or to terminate any Policy without the prior written consent of the Subco Security Trustee.

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

Please confirm your agreement to the above by sending the attached acknowledgement to [identify Subco Security Trustee officer] at [insert address details of Subco Security Trustee], with a copy to us at the above address.

This notice is governed by English law.

Yours faithfully

.....
For and on behalf of [CHARGOR]

Part 2 - Form of Acknowledgement

[On the letterhead of the Insurer]

To: [Subco Security Trustee]

[Address]

Copy: [Chargor]

Date: []

Dear Sirs

Debenture dated [] (the Debenture) between [] (the Chargor) and [] (the Subco Security Trustee)

We confirm receipt from the Chargor of a notice dated [] (the Notice) of an assignment, pursuant to the terms of the Debenture, of (i) all amounts payable to the Chargor under or in connection with the Policies (ii) all the Chargor's rights in connection with those amounts and (iii) all Related Rights. Terms defined in this Notice shall have the same meaning in this acknowledgement. We confirm that:

- 1 we accept the instructions and authorisations contained in the Notice and undertake to act in accordance with and comply with the terms of the Notice;
- 2 [we [will note/have noted] your interest as first priority assignee of the amounts and rights referred to above and have identified you as co-insured and sole loss payee on the Policies;]
- 3 [we will not terminate or otherwise allow any of the Policies to lapse without giving you at least [14 days'] prior written notice;]
- 4 we have not received notice of the creation of any other assignment of or any security over rights or proceeds arising under the Policies in favour of any third party or the creation of any other third party interest in those rights or proceeds;
- 5 we will notify you, the Subco Security Trustee, at least [14] days before the Policy is due to expire, if we have not received the Chargor's renewal instructions in relation thereto;
- 6 we agree that no material term of the Policies may be amended, supplemented or waived without your prior written consent;
- 7 we agree to notify you if the Chargor breaches the terms of any Policy or otherwise gives us grounds to declare any Policy void or voidable and, where the breach is capable of being remedied, to allow you or your agents to remedy the relevant breach; and
- 8 we have not claimed or exercised, and have no outstanding right to claim or exercise any right of set-off or counterclaim, or other right, in relation to any sum paid or payable under the Policy.

All terms used in this letter have the same meaning as in the Notice.

This letter is governed by English law.

Yours faithfully

.....
For and on behalf of [Name of insurance company]

**SCHEDULE 7
INITIAL PROPERTY**

None as at the date of this debenture.

**SCHEDULE 8
FORM OF NOTICE TO LEASE COUNTERPARTY**

Part 1 - Notice to Lease Counterparty

[On the letterhead of the relevant Chargor]

To: [tenant]

Date: []

Dear Sirs

Re: [Property]

Debenture dated [] between [] (the Chargor) and others and [] (the Subco Security Trustee) (the Debenture)

We refer to the lease dated [] and made between the Chargor and [] (the Lease)

This letter constitutes notice to you that under the Debenture we assigned (by way of security) in favour of the Subco Security Trustee all our rights under the Lease.

We irrevocably instruct and authorise you to pay any rent payable by you under the Lease to our account with the Subco Security Trustee at [], Account No. [], Sort Code [] (the Account).

The instructions in this letter apply until you receive notice from the Subco Security Trustee to the contrary notwithstanding any previous instructions given by us.

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to [identify Subco Security Trustee officer] at [insert address details of Subco Security Trustee], with a copy to us at the above address.

Yours faithfully,

For

[relevant Chargor]

Part 2 - Form of Acknowledgement of Lease Counterparty

To: [the Subco Security Trustee]

Attention: []

[Date]

Dear Sirs

Re: [Property]

Debenture dated [] between [] (the Chargor) and others and [] (the Subco Security Trustee) (the Debenture)

We confirm receipt from [the Chargor] of a notice dated [] (the Notice) in relation to the Lease (as defined in the Notice).

We accept the instructions contained in the Notice.

We confirm that we:

- (a) have not received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Lease (as defined in the Notice);
- (b) must pay all rent and all other monies payable by us under the Lease into the Account (as defined in the Notice); and
- (c) must continue to pay those monies into the Account until we receive your written instructions to the contrary.

This letter 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]

[Tenant]

SCHEDULE 9
INITIAL INTELLECTUAL PROPERTY

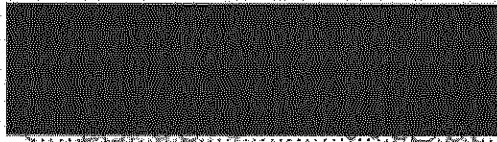
None as at the date of this debenture.

EXECUTION PAGES

CHARGOR

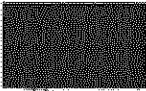
EXECUTED as a DEED by
PURE CREMATION FUNERAL
PLANNING LIMITED
acting by
in the presence of:

)
)
)
)
)



Director

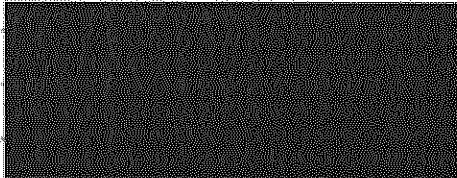
Witness:



Name:

BRYAN POWELL

Address:



Occupation:

POLICEMAN

Notice details

Attention:

Bryan Powell

Address:

4&5 The Galloway Centre, Hambridge Lane, Newbury, RG14 5TL

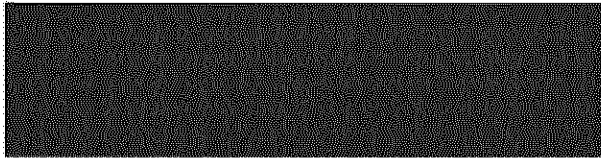
Email:

bryan.powell@purecremation.co.uk

SUBCO SECURITY TRUSTEE

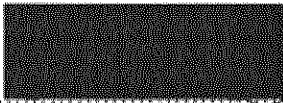
EXECUTED as a DEED by
HERITAGE SQUARE LIMITED
acting by
in the presence of:

)
)
)
)



Director

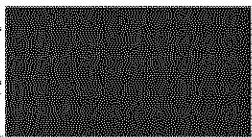
Witness:



Name:

Kate Neate

Address:



Occupation:

Assistant

Notice details

Attention:

Address:

Fax: