



Registration of a Charge

Company name: **THE BELSTEADS SCHOOL LIMITED**

Company number: **10192238**



X767EHC9

Received for Electronic Filing: **18/05/2018**

Details of Charge

Date of creation: **08/05/2018**

Charge code: **1019 2238 0002**

Persons entitled: **CATALYST BUSINESS FINANCE LIMITED**

Brief description: **ALL CURRENT AND FUTURE REAL PROPERTY, ALL CURRENT AND FUTURE PLANT AND MACHINERY, ALL CURRENT AND FUTURE INTELLECTUAL PROPERTY RIGHTS OWNED BY THE CHARGOR, IN EACH CASE AS SPECIFIED IN THE DEBENTURE REGISTERED BY THIS FORM MR01FOR MORE DETAILS, PLEASE REFER TO THE DEBENTURE. CONTAINS FIXED CHARGE(S). CONTAINS FLOATING CHARGE(S). THE FLOATING CHARGE COVERS ALL THE PROPERTY AND UNDERTAKINGS OF THE COMPANY. THERE IS A NEGATIVE PLEDGE.**

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: **KNIGHTS PROFESSIONAL SERVICES LIMITED**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10192238

Charge code: 1019 2238 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th May 2018 and created by THE BELSTEADS SCHOOL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th May 2018 .

Given at Companies House, Cardiff on 22nd May 2018

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 8 May 2018

(1) THE BELSTEADS SCHOOL LIMITED

and

(2) CATALYST BUSINESS FINANCE LIMITED

DEBENTURE

THIS DEED is dated 8 May 2018

PARTIES

- (1) **THE BELSTEADS SCHOOL LIMITED** a company incorporated in England and Wales (company number 10192238) whose registered office is at Little Belsteads, Back Lane, Little Waltham, Chelmsford, CM3 3PP (**Chargor**); and
- (2) **CATALYST BUSINESS FINANCE LIMITED** a company incorporated in England and Wales (company number 08230044) whose registered office is at 41 London Road, Palace Chambers, Stroud, Gloucestershire, England GL5 2AJ (**Lender**).
- (3)

BACKGROUND

It is intended that this document take effect as a deed notwithstanding the fact that a Party may only execute it under hand.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed, the following definitions apply:

Authorisation:	an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;
Business Day:	a day (other than a Saturday or Sunday) on which banks are open for general business in London;
Charged Property:	all the assets of the Chargor which from time to time are the subject of the Security created or expressed to be created in favour of the Lender by or pursuant to this Deed;
Environment:	the natural and man-made environment, including all or any of the following media, namely air, water and land (including air within buildings and other material or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media;
Environmental Claim:	any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law;
Environmental Law:	all and any international, European Union or national laws, common law, statutes, directives, bye-laws, orders, regulations or other subordinate legislation, notices, codes of practice, circulars, guidance notes, judgments or decrees, relating to or connected with the protection of human health or the Environment or the conditions of the work place or the generation, transportation, storage, treatment or disposal of Hazardous Items;
Environmental Permits:	any permit or other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of the Chargor conducted on or from the properties owned or used by the Chargor;
EU Regulation:	the Council of the European Union Regulation 1346/2000/EC on insolvency proceedings;
Event of Default:	any event or circumstance specified in clause 16 of the General Terms of the Facility Agreement and/or any other breach of any Finance Document which the Lender considers in its absolute discretion material;
Facility Agreement:	the facility agreement comprised of the General Terms and Special Terms dated on or around the date of this Deed and made between Little Belsteads Holdings Limited (company number 10423863) and the Lender;

Finance Documents:	has the meaning given to it in the Facility Agreement;
Floating Charge Property:	has the meaning given in clause 3.1(n);
Hazardous Items:	any waste of any kind, noise, vibration, smell, fumes, smoke, soot, ash, dust, grit, pollution, chemicals, leachate, petroleum products, ground water, noxious, radioactive, inflammable, explosive, dangerous or offensive gases or materials and any other substances of whatever nature which could cause harm to the health of living organisms or the Environment or to public health or welfare;
Insurance Policy:	any policy of insurance and cover note in which the Chargor may from time to time have an interest;
Intellectual Property Rights:	<ul style="list-style-type: none"> (a) all present and future patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered; (b) the benefit of all applications and rights to use such assets; and (c) all Related Rights;
Investments:	<ul style="list-style-type: none"> (a) any stocks, shares, debentures, bonds, warrants or other securities, whether held directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf; and (b) all Related Rights (including all rights against any trustee, fiduciary or clearance system);
Investment Derivative Rights:	all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investment;
LPA 1925:	the Law of Property Act 1925;
Material Contracts:	any contract entered into by the Chargor that may from time to time be identified in writing by the Lender as a Material Contract and all Related Rights;
Party:	a party to this Deed;
Plant and Machinery:	all equipment, machinery, plant, computers, office equipment, vehicles and all other assets of a similar nature which are now, or at any time after the date of this Deed become, the property of the Chargor and all Related Rights;
Real Property:	<ul style="list-style-type: none"> (a) any freehold, leasehold or other immovable property (including, but not limited to, the property (if any) specified in Schedule 1); and (b) any buildings, erections, fixtures or fittings from time to time situated on or forming part of such property (including any trade fixtures and fittings); and (c) all Related Rights;
Receivables:	<ul style="list-style-type: none"> (a) all present and future book and other debts and monetary claims owing to the Chargor; and (b) all Related Rights;
Receiver:	a receiver, manager, administrator or administrative receiver appointed pursuant to the provisions of this Deed or any applicable law;
Related Rights:	<p>in relation to any asset:</p> <ul style="list-style-type: none"> (a) the proceeds of sale of any part of that asset;

- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, Security, indemnities or covenants for title in respect of that asset; and
- (d) any income, moneys and proceeds paid or payable in respect of that asset;

Secured Liabilities:

all present and future obligations and liabilities due to the Lender from the Chargor, whether actual or contingent and whether owed jointly or severally, as principal or surety together with all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its rights under any Finance Document;

Security:

means a mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of Security or other Security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

Security Period:

the period beginning on the date of this Deed and ending on the date on which the Secured Liabilities have been unconditionally and irrevocably repaid and discharged in full and the Lender has no commitment to lend to the Chargor;

Tax:

all forms of taxation and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of the United Kingdom or any other jurisdiction and any penalty, fine, surcharge, interest, charges or costs relating to them.

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

- (a) capitalised terms defined in the Facility Agreement have, unless expressly defined in this Deed, the same meaning in this Deed;
- (b) words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- (c) the **Borrower**, the **Lender**, any **Obligor**, any **Party** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents;
- (d) reference to "you" shall be construed as a reference to you as Borrower (and "your" shall be construed accordingly) and a reference to "us" shall be construed as a reference to us as Lender (and "our" shall be construed accordingly);
- (e) a **person** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality);
- (f) where the Borrower is more than one person, the obligations and liabilities of each under and pursuant to the Facility Agreement shall be joint and several;
- (g) a **Finance Document** and/or any other agreement or instrument is a reference to that Finance Document and/or other agreement, deed or instrument as amended, novated, supplemented, extended or restated;
- (h) **guarantee** means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
- (i) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (j) **assets** includes present and future properties, revenues and rights of every description;

- (k) **disposal** includes a sale, transfer, assignment, grant, lease, licence, charge, declaration of trust or other disposal (whether voluntary or involuntary) and "dispose" will be construed accordingly;
 - (l) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (m) a provision of law is a reference to that provision as amended or re-enacted;
 - (n) a time of day is a reference to London time; and
 - (o) a reference to writing or written includes fax and e-mail.
- 1.3 Section, Clause and Schedule headings are for ease of reference only.
- 1.4 Unless a contrary indication appears, a term used in any Finance Document and/or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document and/or notice as in the Facility Agreement.
- 1.5 An Event of Default is **continuing** if it has not been remedied or waived.
- 1.6 **£, GBP and sterling** denote the lawful currency of the United Kingdom.
- 1.7 The terms of the other Finance Documents and of any other agreement, document or side letter between the Lender and any Obligor are incorporated into each Finance Document to the extent required for any purported disposition of any Property or any part thereof and any other relevant charged asset contained in any Finance Document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1.8 Third party rights:
- (a) unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of the Facility Agreement; and
 - (b) notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary the Facility Agreement at any time.
- 1.9 **clearance system** means a person whose business is or includes the provision of clearance services or Security accounts or any nominee or depositary for that person.
- 1.10 Unless the context otherwise requires, any reference to **Charged Property** includes any part of that Charged Property, any proceeds of that Charged Property and any present and future assets of that type.
- 1.11 An undertaking, settlement of liability and/or obligation in respect of the Property (whether directly or indirectly related to the Property), to the extent that the Chargor cannot perform such undertaking, settlement of a liability and/or obligation, the shall be deemed to be an obligation of the Chargor to procure adherence of the undertaking and/or settlement of a liability and/or obligation.
- 1.12 The terms of any finance arrangements between the parties to this Deed are incorporated in this Deed to the extent required to ensure that any disposition of Real Property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1.13 The fact that no or incomplete details of any Charged Property are inserted in Schedule 1 (*Charged Property*) does not affect the validity or enforceability of the Security created by this Deed.
- 1.14 If the Chargor assigns an agreement 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 must notify the Lender immediately;
 - (b) unless the Lender otherwise requires, the Chargor must use all reasonable endeavours to obtain the consent as soon as practicable; and

- (c) the Chargor must promptly supply the Lender with a copy of the consent obtained by it.

2. COVENANT TO PAY

The Chargor covenants that it will pay and discharge the Secured Liabilities to the Lender as and when the same are due.

3. GRANT OF SECURITY

3.1 Charges

The Chargor with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 charges in favour of the Lender as continuing Security for the payment and discharge of the Secured Liabilities:

- (a) by way of legal mortgage, the Real Property now or at any time after the date of this Deed belonging to the Chargor;
- (b) by way of fixed charge, any Real Property now or at any time after the date of this Deed belonging to the Chargor (other than property charged under clause (a) above);
- (c) by way of fixed charge, all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession;
- (d) by way of fixed charge, all present and future Receivables, other than those validly and effectively assigned under clause 3.3;
- (e) by way of fixed charge, other than those validly and effectively assigned under clause 3.3,
 - (i) all present and future Investments;
 - (ii) all Investment Derivative Rights;
 - (iii) where any Investment is held in a system for the deposit and settlement of transactions in investments, all rights against the operator of such system or any participant in respect of such Investment;
- (f) by way of fixed charge, all present and future Intellectual Property Rights;
- (g) by way of fixed charge all of its rights in respect of any amount standing to the credit of any bank accounts and the debt represented by those bank accounts;
- (h) by way of fixed charge, the goodwill of the Chargor;
- (i) by way of fixed charge, the uncalled capital of the Chargor;
- (j) by way of fixed charge, all rights, interests and claims in the Insurance Policies, other than those validly and effectively assigned under clause 3.3;
- (k) by way of fixed charge, all rights, interests and claims in the Material Contracts, other than those validly and effectively assigned under clause 3.3;
- (l) by way of fixed charge, the benefits of all licences, consents and authorisations held in connection with its business or the use of any Charged Property, and the right to any compensation in respect of any of them;
- (m) by way of fixed charge, all rights, interests and claims in any pension fund now or in the future; and
- (n) by way of floating charge, the whole of its undertaking and assets, present and future other than any assets validly and effectively mortgaged, charged or assigned by way of Security (whether at law or in equity) by this Deed (**Floating Charge Property**).

3.2 Qualifying Floating Charge

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to any floating charge created by this Deed and the floating charge created under this Deed is a "qualifying floating charge" for these purposes.

3.3 Security Assignment

- (a) The Chargor with full title guarantee assigns to the Lender absolutely, subject to a proviso for re-assignment on redemption to the Lender as continuing Security for the payment and discharge of the Secured Liabilities all of its rights, title, interest and benefit from time to time in and to the Material Contracts, Insurance Policies, Investments and the Receivables.
- (b) To the extent that any right described in clause 3.3(a) is not assignable or capable of assignment, the assignment purported to be effected by clause 3.3(a) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be entitled to in respect of that right.

4. CRYSTALLISATION OF FLOATING CHARGE

4.1 The Lender may at any time by notice in writing to the Chargor immediately convert the floating charge created by clause 3.1(n) into a fixed charge as regards any property or assets specified in the notice if an Event of Default has occurred and is continuing; or the Lender considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or the Lender considers that it is desirable in order to protect the priority of the Security created under this Deed.

4.2 If, without the prior written consent of the Lender:

- (a) any steps are taken for any of the Charged Property to become subject to any Security in favour of any other person; or
- (b) any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or
- (c) a resolution is passed or an order is made for the winding-up, dissolution, or re-organisation of or any steps are taken for the appointment of an administrator in respect of the Chargor,

the floating charge created under clause 3.1(n) by the Chargor will automatically be converted (without notice) with immediate effect into a fixed charge in respect of the relevant Floating Charge Property.

4.3 The floating charge created under this Deed shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 1986 (or anything done with a view to obtaining such a moratorium) in respect of the Chargor.

5. NEGATIVE PLEDGE

5.1 The Chargor shall not create or permit to subsist any Security over any of the Charged Property, other than any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Chargor or other than as expressly permitted under the Facility Agreement.

5.2 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, discount, factor, transfer, assign, lease, lend or otherwise dispose of any of the Charged Property.

6. PERFECTION OF SECURITY

6.1 Deposit of Title Documents

Immediately following the execution of this Deed (or, if later, the date of acquisition of the relevant Charged Property), the Chargor shall deposit with the Lender all deeds and documents of title relating to the Charged Property, all Insurance Policies to which the Chargor is entitled to possession, all certificates relating to the Investments together with stock transfer forms executed in blank and all other documents as the Lender (acting reasonably) may from time to time require for perfecting its title to the Investments or for vesting or enabling it to vest the Investments in itself or its nominees or in any purchaser.

6.2 Notices of Assignment

The Chargor shall, on the date of this Deed (and within five Business Days of obtaining any Insurance Policy, opening of any bank account or executing any Material Contract after the date of this Deed) give notice in form and substance acceptable to the Lender, to each person with whom the Chargor has entered into a Material Contract, Insurance Policy or opened a bank account with and shall use all reasonable endeavours to procure that each addressee of such notice promptly provides an acknowledgement to the Lender in form and substance acceptable to the Lender.

6.3 Registration of Intellectual Property Rights

The Chargor shall, if requested by the Lender, execute all such documents and do all acts that the Lender may reasonably require to record the interest of the Lender in any registers relating to any registered Intellectual Property Rights.

6.4 Land Registry disposal restriction

In respect of any Real Property or part of or interest in any Real Property title to which is registered at the Land Registry (or any unregistered land subject to first registration), the Chargor shall apply or consent to an application being made to the Chief Land Registrar to enter the following restriction on the Register of Title for such Real Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Deed dated in favour of the Lender referred to in the charges register."

6.5 Tacking

The obligation on the part of the Lender to make further advances to the Chargor is deemed to be incorporated in this Deed and the Chargor shall apply to the Chief Land Registrar for the following to be entered on the Register of Title in relation to any Real Property the title to which is registered at the Land Registry:

"The Lender under a facility agreement dated _____ between, among others, [insert Borrower details] and the Lender is under an obligation (subject to the terms of that facility agreement) to the Chargor to make further advances and the deed referred to in the charges register dated _____ in favour of the Lender secures those further advances."

7. FURTHER ASSURANCE

The Chargor shall, at its own expense, promptly take whatever action the Lender may require for creating, perfecting or protecting the Security intended to be created by this Deed, facilitating the realisation of any of the Charged Property or the exercise of any right, power or discretion exercisable by the Lender or any Receiver (or any delegates or sub-delegates) in respect of any of the Charged Property including, in each case, the execution of any Security or other document (in such form as the Lender may require), the giving of any notice, order or direction and the making of any registration which the Lender may think expedient.

8. REPRESENTATIONS

The Chargor represents and warrants to the Lender, on the date of this Deed and on each date during the Security Period by reference to the facts and circumstances then existing that:

- 8.1 it is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation;
- 8.2 it has the power to own its assets and carry on its business as it is being conducted;
- 8.3 the Charged Property is, or when acquired will be, legally and beneficially owned by the Chargor free of any Security other than Security created by this Deed or any Security permitted under the Facility Agreement;

- 8.4 the obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations;
- 8.5 this Deed creates the Security which it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise;
- 8.6 this Deed is its legal, valid and binding obligation and, subject to the general principles of law limiting its obligations, is enforceable in accordance with its terms;
- 8.7 it has the power to enter into, perform and deliver and has taken all necessary action to authorise its entry into, performance and delivery of this Deed and the transactions contemplated by this Deed;
- 8.8 all authorisations required or desirable to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed and to make this Deed admissible in evidence in its jurisdiction of incorporation have been obtained or effected and are in full force and effect;
- 8.9 the Investments are fully paid and are not subject to any option to purchase or similar right; and
- 8.10 the entry into this Deed and the performance of its obligations under this Deed will not conflict with any law or regulation applicable to it, its constitutional documents, or any agreement or instrument binding upon it or any of its assets nor does it constitute a default or termination event under any such agreement or instrument
- 8.11 for the purposes of the EU Regulation, its centre of main interests (as that expression is used in Article 3(1) of the EU Regulation, is situated in England and Wales and it has no other "establishment" (as that term is used in Article 2(h) of the EU Regulation) in any other jurisdiction.

9. UNDERTAKINGS

The Chargor covenants and agrees with the Lender that it will, during the Security Period:

9.1 Charged Property generally

- (a) permit the Lender (or its designated representatives), on reasonable written notice access during normal office hours to the accounting records of the Chargor and to any documents and records relating to the Charged Property and to inspect, take extracts from, and make copies of, the same, and to provide (at the Chargor's expense), such clerical and other assistance which the Lender may reasonably require to do this;
- (b) provide the Lender with all information which it may request in relation to the Charged Property; and
- (c) notify the Lender within 14 days of receipt of every application, requirement, notice, order or proposal given, or made in relation to, the Charged Property by any competent authority and (if required by the Lender) immediately provide it with a copy of the same and either (i) comply with such notice, order or proposal or (ii) make such objections to the same as the Lender may require or approve;
- (d) duly and punctually pay all rates, rents, Tax and other outgoings owed by it in respect of the Charged Property;
- (e) comply in all material respects with all obligations in relation to the Charged Property under any present or future law, regulation, order or instrument of any competent authority or other approvals, licences or consents;
- (f) comply with all material covenants and obligations affecting any of the Charged Property or the manner of use of any of it;
- (g) not, except with the prior written consent of the Lender, enter into any onerous or restrictive obligation affecting any of the Charged Property or agree to any amendment, supplement, waiver, surrender or release of any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Charged Property;

- 9.2 not do, cause or permit to be done or omit to do anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Charged Property;

9.3 **Real Property matters**

- (a) not, except with the prior written consent of the Lender grant or agree to grant any lease, licence or other right of occupation or right to receive rent in respect of any of the Real Property, accept a surrender of any lease, licence or other right of occupation (whether independently or under any statutory power) consent to any sublease or assignment of any interest in any part of the Real Property.
- (b) comply and ensure that any relevant third party complies with all Environmental Law, obtain, maintain and ensure compliance with all requisite Environmental Permits applicable to it or to any Real Property, implement procedures to monitor compliance with and to prevent liability under any Environmental Law applicable to it or any Real Property, where failure, in each case to do so has or is reasonably likely to have a Material Adverse Effect or result in any liability for a Lender;
- (c) promptly upon becoming aware, notify the Lender of any Environmental Claim started, or to its knowledge, threatened, any circumstances reasonably likely to result in an Environmental Claim or any suspension, revocation or notification of any Environmental Permit;
- (d) indemnify each Lender against any loss or liability which that Lender incurs as a result of any actual or alleged breach of any Environmental Law by any person unless it is caused by that Lender's gross negligence or wilful misconduct;
- (e) (subject to the terms of the Facility Agreement) maintain all buildings, plant, machinery, fixtures and fittings forming part of the Charged Property in a good and substantial repair and condition and, as appropriate, in good working order;
- (f) exercise its rights and comply with its obligations under any headlease, use its reasonable endeavours to ensure that each landlord complies with its obligations under each headlease, or if required to do so by the Lender apply for relief against forfeiture of any headlease, in each case in a proper and timely manner;
- (g) not agree to any amendment, supplement, waiver, surrender or release of any headlease, exercise any right to break, determine or extend any headlease or do or permit to be done anything as a result of which any lease may be liable to forfeiture or otherwise be terminated;
- (h) not make or allow to be made any application for planning permission in respect of any Real Property or carry out any demolition, construction, structural alterations or additions, development or any similar operations in respect of any part of its Real Property except maintenance of the building, plant, machinery, fixtures and fittings or the carrying out of non-structural improvements or alterations which affect only the interior of any building on any Real Property;
- (i) comply in all respects with all planning laws, permissions, agreements and conditions to which its Real Property may be subject;
- (j) grant the Lender on request all reasonable facilities within the power of the Chargor to allow the Lender (or its lawyers) to carry out (at the Chargor's expense) investigations of title to the Real Property and to make all enquiries in relation to any part of the Real Property which a prudent mortgagee might carry out;
- (k) immediately upon demand by the Lender, provide the Lender with such information and documents as may be required to enable the Lender's lawyers to prepare a report as to the title of the Chargor to the Real Property concerning those items which may properly be sought to be covered by a prudent mortgagee in a lawyer's report of this nature;

9.4 **Plant and Machinery**

- (a) maintain at its own expense all Plant and Machinery for the time being owned by it in good working order and condition (ordinary wear and tear excepted) and immediately on request by the Lender, affix to any item of Plant and Machinery a durable notice of this Deed in such form as the Lender may require;
- (b) not make any material alterations or additions to any Plant and Machinery which are reasonably likely to depreciate, jeopardise or prejudice their value or marketability and not remove any Plant and Machinery from the Charged Property except for the purpose of maintenance pursuant to the terms of this Deed;

9.5 Material Contracts

- (a) not, without the prior written consent of the Lender, amend or waive any term of any Material Contract, terminate any Material Contract or release any other party from its obligations under any Material Contract;
- (b) duly perform its obligations under each Material Contract, notify the Lender of any material default by it or any other party under any Material Contract and not take any action which would reduce or impede recoveries in respect of any Material Contract and to provide to the Lender, as soon as practicable upon receipt, copies of all notices which it may from time to time receive from any other party to any Material Contract; and
- (c) diligently pursue its rights under each Material Contract (to the extent that such exercise would not result in an Event of Default);

9.6 Centre of Main Interests

not, without the prior written consent of the Lender, change its centre of main interest (as that expression is used in Article 3(1) of the EU Regulation) to somewhere other than England and Wales, nor will it have any establishment (as that term is used in Article 2(h) of the EU Regulation) in any other jurisdiction;

9.7 Insurance

- (a) ensure that at all times insurances are maintained in full force and effect, which:
 - (i) insure it in respect of its interests in any Charged Property and the plant and machinery on each Real Property (including fixtures and improvements) for their full replacement value (being the total cost of entirely rebuilding, reinstating or replacing the relevant asset if it is completely destroyed, together with all related fees and demolition costs) and to:
 - (A) provide cover against loss or damage by fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft and other aerial devices and articles dropped from them, riot, civil commotion and malicious damage, bursting or overflowing of water tanks, apparatus or pipes and all other normally insurable risks of loss or damage;
 - (B) provide cover for site clearance, shoring or propping up, professional fees and Tax together with adequate allowance for inflation;
 - (C) provide cover against acts of terrorism, including any third party liability arising from such acts;
 - (D) provide cover for loss of rent (in respect of a period of not less than three years or, if longer, the minimum period required under any lease documents) including provision for any increases in rent during the period of insurance; and
 - (ii) include property owners' public liability and third party liability insurance;
 - (iii) insure such other risks as a prudent company in the same business as the Chargor would insure; and
 - (iv) in each case are in an amount, and in form, and with an insurance company or underwriters, acceptable at all times to the Lender;
- (b) procure that the Lender is named as co-insured under each of the Insurance Policies (other than public liability and third party liability insurances) but without liability on the part of the Lender for any premium in relation to those Insurances;
- (c) procure that the Insurance Policies comply with the following requirements:
 - (i) each of the Insurance Policies must contain:
 - (A) a non-invalidity and non-vitiating clause under which the Insurance will not be vitiated or avoided as against any insured party as a result of any circumstances beyond the control of that insured party or any misrepresentation, non-disclosure, or breach of any policy term or condition, on the part of any insured party or any agent of any insured party;

- (B) a waiver of the rights of subrogation of the insurer as against the Chargor, the Lender and the tenants of each Real Property; and
- (C) a loss payee clause in such terms as the Lender may reasonably require in respect of insurance claim payments otherwise payable to the Chargor;
 - (ii) the insurers must give at least 30 days' notice to the if any insurer proposes to repudiate, rescind or cancel any Insurance, to treat it as avoided in whole or in part, to treat it as expired due to non-payment of premium or otherwise decline any valid claim under it by or on behalf of any insured party and must give the opportunity to rectify any such non-payment of premium within the notice period; and
 - (iii) the Chargor must be free to assign all amounts payable to it under each of its Insurance Policies and all its rights in connection with those amounts in favour of the Lender;
- (d) use all reasonable endeavours to ensure that the Lender receives copies of the Insurance Policies, receipts for the payment of premiums for insurance and any information in connection with the insurances and claims under them which the Lender may reasonably require;
- (e) promptly notify the Lender of:
 - (i) the proposed terms of any future renewal of any of the Insurance Policies;
 - (ii) any amendment, supplement, extension, termination, avoidance or cancellation of any of the Insurance Policies made or, to its knowledge, threatened or pending;
 - (iii) any claim, and any actual or threatened refusal of any claim, under any of the Insurance Policies; and
 - (iv) any event or circumstance which has led or may lead to a breach by it of any term of this clause;
- (f) comply with the terms of the Insurance Policies;
- (g) not do or permit anything to be done which may make any of the Insurance Policies void or voidable;
- (h) comply with all reasonable risk improvement requirements of its insurers;
- (i) ensure that each premium for the Insurance Policies is paid promptly and in any event prior to the commencement of the period of insurance for which that premium is payable and all other things necessary are done so as to keep each of the Insurance Policies in force;

9.8 Intellectual Property Rights

- (a) preserve and maintain the subsistence and validity of the Intellectual Property necessary for its business;
- (b) use reasonable endeavours to prevent any infringement in any material; respect of the Intellectual Property;
- (c) make registrations and pay all registration fees and Tax necessary to maintain the Intellectual Property in full force and effect and record its interest in that Intellectual Property;
- (d) not use or permit the Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of the Intellectual Property or imperil its right to use such property;
- (e) not discontinue the use of the Intellectual Property;
- (f) maintain a comprehensive, detailed and up-to-date centralised record of all its Intellectual Property Rights (including details of agents engaged in relation to registrations of it) and, when reasonably requested by the Lender, immediately provide to the Lender a copy of such record and/or a summary of all its Intellectual Property Rights created or acquired since the date of this Deed or the date of last notification;

9.9 Receivables

- (a) deal with the Receivables in accordance with any directions given in writing from time to time by the Lender and, in the absence of such directions, hold the Receivables on trust for the benefit of the Lender;
- (b) after the Security created under this Deed becomes enforceable, comply with any notice served by the Lender on the Chargor prohibiting the Chargor from withdrawing all or any monies from time to time standing to the credit of its accounts with any bank, financial institution or other person, except with the prior written consent of the Lender;
- (c) if called upon so to do by the Lender, execute a legal assignment of the Receivables to the Lender in such terms as the Lender may require and give notice thereof to the debtors from whom the Receivables are due, owing or incurred;
- (d) deliver to the Lender such information as to the amount and nature of its Receivables as the Lender may from time to time reasonably require;

9.10 Investments

- (a) promptly pay all calls or other payments which may become due in respect of the Investments;
- (b) promptly send to the Lender copies of all notices, circulars, reports, accounts and other documents which are sent to the holders of any Investments;
- (c) at the request of the Lender, procure all consents, waivers and approvals which are necessary, under the articles of association of any Issuer or otherwise, for the transfer of the Investments to the Lender or its nominee or to a purchaser upon the enforcement of this Deed and to procure the amendment of the share transfer provisions of each Issuer's articles of association in such manner as the Lender may require in order to permit such a transfer;
- (d) if so requested by the Lender instruct any clearance system to transfer any investment held by it for the Chargor or its nominee to an account of the Lender or its nominee with that clearance system and take whatever action the Lender may request for the dematerialisation or re-materialisation of any Investment held in a clearance system;
- (e) without prejudice to the above, permit the Lender, at the expense of the Chargor, to take whatever action it deems necessary for the dematerialisation or re-materialisation of any Investment;
- (f) until the Security created under this Deed becomes enforceable, be entitled to receive and retain all dividends, distributions and other moneys paid on or derived from the Investments and exercise all voting and other rights and powers attaching to the Investments provided that it must not do so in a manner which is prejudicial to the interests of the Lender under this Deed;
- (g) after the Security created under this Deed becomes enforceable hold all dividends, distributions and other moneys paid on or derived from the Investments on trust for the Lender and pay the same immediately upon receipt into the bank account directed by the Lender and comply and procure that its nominees comply with any directions from the Lender concerning the exercise of all voting and other rights and powers attaching to the Investments;
- (h) at any time after the Security created under this Deed becomes enforceable, permit the Lender to complete the instrument(s) of transfer for the Investments on behalf of the Chargor in favour of itself or such other person as it may select;

9.11 Goodwill

not, except with the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed), grant any franchise, licence or other authority to any person to use its company name, trade name or business name or any other business asset which will materially and adversely affect the value of the goodwill of the Chargor. Where the prior written consent of the Lender had been given under this clause 9.11, comply with clause 9.911 in relation to any income or monies receivable in respect of such franchise, licence or authority as if such income or monies were Receivables;

9.12 Uncalled capital

not call up, or receive in advance of its due date, any uncalled capital and promptly apply any paid capital towards the repayment, in full or in part, of the Secured Liabilities;

9.13 Bank accounts

not without the prior written consent of the Lender, withdraw any monies standing to the credit of a bank account which the Lender has taken a specific legal charge over or at any time an Event of Default has occurred which is continuing.

10. ENFORCEMENT OF SECURITY

10.1 Enforcement

The Security created under this Deed shall become immediately enforceable if an Event of Default is continuing.

10.2 Powers on enforcement

At any time after the Security created under this Deed becomes enforceable, the Lender may, without notice to the Chargor and whether or not it has appointed a Receiver, exercise:

- (a) all or any of the powers, authorities and discretions conferred on mortgagees by the LPA 1925 (as varied or extended by this Deed);
- (b) all of the powers conferred on the holder of a qualifying floating charge (as defined in the Insolvency Act 1986) by the Insolvency Act 1986; and
- (c) all or any of the powers conferred by this Deed.

10.3 No Liability as Mortgagee in Possession

Neither the Lender nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission for which a mortgagee in possession might otherwise be liable.

11. POWERS OF THE LENDER

11.1 Extension of Powers

The power of sale conferred on the Lender 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 1925 and such power shall arise (and the Secured Liabilities shall be deemed due and payable for that purpose) on execution of this Deed.

11.2 Restrictions

Sections 93 and 103 of the LPA 1925 shall not apply to this Deed.

11.3 Power of Leasing

At any time after the Security created by this Deed becomes enforceable, the Lender may lease or make arrangements to lease, at a premium or otherwise, and accept surrenders of leases without any restriction and in particular without the need to comply with any restrictions imposed by sections 99 and 100 of the LPA 1925.

11.4 Discretion

Any liberty or power which may be exercised or any determination which may be made hereunder by the Lender or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

11.5 Delegation

Each of the Lender and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise of such power, authority or discretion by the Lender or the Receiver itself or any subsequent delegation or revocation thereof.

11.6 Investigations

Following the occurrence of an Event of Default which is continuing the Lender may initiate an investigation of, and/or instruct any report (accounting, legal, valuation or other) on the business and affairs of the Chargor which it considers necessary to ascertain the financial position of the Chargor. All fees and expenses incurred by the Lender in connection with such investigations shall be payable by the Chargor and the Chargor consents to the provision by the Lender of all information in relation to the Chargor which the Lender provides to any person in relation to the preparation of any such report.

11.7 Power to Remedy

If at any time the Chargor does not comply with any of its obligations under this Deed, the Lender may (but shall not be obliged to) rectify such default and the Chargor irrevocably authorises the Lender, its employees and agents, at the Chargor's expense, to do all such things as are necessary or desirable to rectify such default.

12. APPOINTMENT OF RECEIVER

12.1 Appointment and Removal

At any time after the Security created under this Deed becomes enforceable, or if requested to do so by the Chargor, the Lender may (by deed or otherwise and acting through its authorised officer):

- (a) appoint one or more persons jointly or severally to be a Receiver of the whole or any part of the Charged Property;
- (b) remove (so far as it is lawfully able) any Receiver so appointed; and
- (c) appoint another person as an additional or replacement Receiver.

12.2 Restrictions on appointment

- (a) Except as provided under the other provisions of this clause 12.2, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the LPA 1925) does not apply to this Deed.
- (b) The Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A to the Insolvency Act 1986.
- (c) The Lender may not appoint an administrative receiver (as defined in section 29(2)) of the Insolvency Act 1986) over the Charged Property if the Lender is prohibited from doing so by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

12.3 Capacity of Receivers

Each Receiver shall be an agent of the Chargor. The Chargor shall be solely responsible for the Receiver's Contracts, engagements, acts, omissions, defaults, losses and liabilities and for the payment of the Receiver's remuneration and entitled to remuneration for his services at a rate to be fixed by the Lender from time to time (without being limited to the maximum rate specified in section 109(6) of the LPA 1925).

13. POWERS OF RECEIVER

13.1 General Powers

Every Receiver shall have all the powers:

- (a) conferred by the LPA 1925 on mortgagors and on mortgagees in possession and receivers appointed under that Act;
- (b) set out in Schedule 1 to the Insolvency Act 1986 and, in the case of an administrator, Schedule B1 to the Insolvency Act 1986; and
- (c) conferred from time to time on receivers by statute.

13.2 Additional Powers

In addition to the powers referred to in clause 13.1 (*General Powers*) a Receiver shall have the power, at the cost of the Chargor and either in his own name or in the name of the Chargor or (with the written approval of the Lender) in the name of the Lender:

- (a) to take possession of, collect and get in all or any part of the Charged Property;
- (b) to carry on, manage or concur in carrying on and managing all or any part of the business of the Chargor in any manner he thinks fit;
- (c) to borrow or raise money and secure the payment of any money in priority to the charges created by this Deed for the purpose of exercising his powers and/or defraying any costs or expenses incurred by him in such exercise;
- (d) to sell, let, lease or concur in selling, letting or leasing and to vary the terms or determine, surrender and to accept surrenders of leases or tenancies of or grant options or licences over all of any part of the Charged Property in any manner and on such terms as he thinks fit. The consideration for any such transaction may consist of cash or of shares or securities or other obligations (and the amount of such consideration may be dependent on profit or turnover or be determined by a third party) and may be payable in a lump sum or in instalments;
- (e) to sever any fixtures (including trade and tenants fixtures) from the property of which they form part, without the consent of the Chargor;
- (f) to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Charged Property, including, without limitation, all voting and other rights attaching to the Investments;
- (g) to make and effect all repairs, renewals, improvements, and insurances, commence and/or complete any building operation and/or apply for and maintain any planning permission, building regulation approval or other authorisation in each case as he thinks fit;
- (h) to redeem any prior Security in respect of all or any of the Charged Property and to settle and pass the accounts of the holder of such prior Security and any accounts so settled and passed will, in the absence of manifest error, be conclusive and binding on the Chargor. All moneys paid to the holder of such Security in accordance with such accounts shall form part of the Secured Liabilities;
- (i) to promote the formation of subsidiaries of the Chargor for the purpose of purchasing, leasing, licensing or otherwise acquiring interests in all or any of the assets of the Chargor and to arrange for any such subsidiaries to trade or cease to trade on such terms as the Receiver thinks fit;
- (j) to take such proceedings and to settle, adjust, refer to arbitration, compromise and/or arrange any claim, account or demand which the Lender or the Receiver may think fit;
- (k) to appoint managers, officers, agents, accountants and workmen at such salaries and for such periods as the Receiver may determine and to discharge any person appointed by the Chargor;
- (l) to exercise in relation to all or any part of the Charged Property all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Charged Property;
- (m) lend money or advance credit to any customer of the Chargor;
- (n) give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Charged Property;

- (o) let any Charged Property 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 Charged Property on any terms which he thinks fit; and/or
- (p) to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise expedient for or incidental or conducive to the preservation, improvement or realisation of the Charged Property.

14. APPLICATION OF MONEYS

14.1 All moneys received or recovered by the Lender or any Receiver pursuant to this Deed shall be applied in the following order:

- (a) first, in satisfaction of, or provision for, all costs, charges and expenses incurred by the Lender or any Receiver and the payment of the remuneration of any Receiver;
- (b) second, in or towards satisfaction of the Secured Liabilities; and
- (c) third, any surplus shall be paid to the Chargor or any other person entitled thereto.

14.2 This clause is subject to the payment of any claims having priority over the Security created under this Deed. This clause does not prejudice the right of the Lender to recover any shortfall from the Chargor.

14.3 Only money actually paid by the Receiver to the Lender shall be capable of being applied in or towards the satisfaction of the Secured Liabilities and the Chargor shall have no rights in respect of the application by the Lender of any sums received, recovered or realised by the Lender under this Deed.

14.4 Avoidance of Payments

If the Lender reasonably considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Deed and the Security created under this Deed shall continue and such amount shall not be considered to have been irrevocably paid.

15. PROTECTION OF PURCHASERS

15.1 Receipts

The receipt of the Lender or its delegate or any Receiver shall be conclusive discharge to a purchaser in any sale or disposal of any of the Charged Property.

15.2 Protection of Purchasers

No purchaser or other person dealing with the Lender or its delegate or any Receiver shall be bound to enquire whether the right of the Lender or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any notice to the contrary, or be concerned to see whether any such delegation by the Lender shall have lapsed for any reason or have been revoked.

16. POWER OF ATTORNEY

16.1 Appointment

The Chargor irrevocably appoints the Lender, each person to whom the Lender shall from time to time have delegated the exercise of the power of attorney conferred by this clause and any Receiver jointly and severally to be its attorney and in its name and on its behalf to execute, deliver and perfect all documents and to do all things which the attorney may consider to be required or desirable for carrying out any obligation imposed on the Chargor by this Deed (including the execution and delivery of any deeds, charges, assignments or other Security and any transfers of the Charged Property) and enabling the Lender and any Receiver to exercise any of the powers conferred on them by or pursuant to this Deed or by law.

16.2 Ratification

The Chargor ratifies and confirms to agree to ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

17. PRESERVATION OF SECURITY

17.1 Continuing Security

The Security created under this Deed will be a continuing Security for the ultimate balance of the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities.

17.2 Waiver of defences

The obligations of the Chargor under this Deed will not be affected by any act, omission or thing which, but for this provision would reduce, release or prejudice any of its obligations under this Deed (whether or not known to it or the Lender).

17.3 Chargor intent

Without prejudice to the generality of clause 17.2 (*Waiver of defences*), the Chargor expressly confirms that it intends that the Security under this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any Finance Document and/or any facility or amount made available under any of the Finance Documents.

17.4 Immediate recourse

The Chargor waives any rights it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other right or Security or claim payment from any person or file any proof or claim in any insolvency, administration, winding-up or liquidation proceedings relative to any other person before claiming from the Chargor under this Deed.

17.5 Financial collateral

- (a) For the purposes of this clause, the expressions "financial collateral arrangement", "financial collateral" and "financial instrument" have the meaning given to them by the Financial Collateral Arrangements (No.2) Regulations 2003 (Amendment) Regulations 2009.
- (b) This Deed constitutes a financial collateral arrangement. Any part of the Charged Property that constitutes financial collateral may be appropriated by the Lender at any time after an Event of Default occurs and is continuing.
- (c) If the Lender exercises its power of appropriation:
 - (i) any Charged Property that consists of a financial instrument shall be valued as the cash payment which the Lender would have received on a disposal of that Charged Property for immediate payment; and
 - (ii) any Charged Property that consists of a balance on an account shall be valued as the amount standing to the credit of that account, together with any accrued interest not credited to the account at the time of the appropriation.
- (d) The exercise of any right of appropriation shall not prejudice or affect any other right or remedy available in respect of the remainder of the Charged Property or any Secured Liabilities that remain unpaid.

17.6 Appropriations

Until all amounts which may be or become payable by the Chargor to the Lender have been irrevocably paid in full, the Lender (or any trustee or agent on its behalf) may without affecting the liability of the Chargor under this Deed:

- (a) refrain from applying or enforcing any other monies, Security or rights held or received by the Lender (or any trustee or agent on its behalf) against those accounts; or apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise); and

- (b) hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed.

17.7 Additional Security

This Deed is in addition to and is not in any way prejudiced by any other Security now or subsequently held by the Lender and further no prior Security held by the Lender (in its capacity as such or otherwise) over any Charged Property will merge into the Security created under this Deed.

18. SET-OFF AND CURRENCY

18.1 Consolidation of accounts and set off

In addition to any general lien or similar rights to which it may be entitled by operation of law, the Lender may at any time and without notice to the Chargor combine or consolidate all or any of the Chargor's then existing accounts with any liabilities to the Lender and set off or transfer any sum or sums standing to the credit of any one of more of such accounts in or towards satisfaction of the Secured Liabilities.

18.2 Currency

For the purpose of or pending the discharge of the Secured Liabilities, the Lender may, in its sole discretion, convert any moneys received, recovered or realised in any currency under this Deed (including the proceeds of any previous conversion under this clause) from their existing currency into any other currency at such rate or rates of exchange and at such time as the Lender thinks fit.

19. NEW ACCOUNTS

- 19.1 If the Lender at any time receives or is deemed to have received notice of any subsequent Security affecting all or any part of the Charged Property it may open a new account or accounts with the Chargor.

- 19.2 If the Lender does not open a new account or accounts it shall nevertheless be treated as if it had done so as at the time when it received or was deemed to have received such notice.

- 19.3 As from such time all payments made to the Lender shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount of the Secured Liabilities.

20. EXPENSES AND INDEMNITY

20.1 Expenses

The Chargor shall, from time to time on demand of the Lender, pay or reimburse the Lender on a full indemnity basis for all costs and expenses (including legal fees) together with any Tax thereon incurred by it in connection with the preparation, execution, perfection, amendment, enforcement, discharge and/or assignment of this Deed. Such costs and expenses shall form part of the Secured Liabilities and shall carry interest from the date of such demand until so paid or reimbursed at the rate determined in accordance with the Facility Agreement.

20.2 Indemnity

The Chargor shall, notwithstanding any release or discharge of all or any part of the Security created under this Deed, indemnify the Lender, its agents, attorneys and any Receiver against any action, proceeding, claim, loss, liability and cost which it may sustain in the exercise (or purported exercise) of any of the rights, powers or discretions vested in them by this Deed (or by law) and/or in connection with or otherwise relating to this Deed or the Charged Property.

21. MISCELLANEOUS

21.1 No Deductions

All payments to be made to the Lender under this Deed shall be made in freely available funds and shall be made clear of and without deduction for or on account of Tax. If the Chargor is required by law to make a deduction for or on account of Tax, the sum payable by the Chargor shall be increased to the extent necessary to ensure that, after the making of such deduction, the recipient of such sum receives and retains a net sum equal to the sum which it would have received and retained had no such deduction been made or required to be made.

21.2 Assignment and disclosure of information

The Lender may assign and transfer all or any of its rights and obligations under this Deed. The Lender shall be entitled to disclose such information concerning the Chargor and this Deed as the Lender considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law. The Chargor hereby explicitly consents and authorises the Lender (or if relevant has obtained the explicit consent and authority of the relevant individual) to access, process and keep any personal information that the Chargor provides to the Lender in connection with this Deed or any other Finance Document. The provisions of this clause will not affect any rights the Chargor and/or the Lender has under data protection legislation. The Chargor can withdraw this consent and authority by terminating each and all agreements and deeds entered between the Chargor and the Lender provided the Chargor irrevocably and unconditionally discharges or procures the discharge of all the Secured Liabilities to the Lender.

21.3 Perpetuity Period

The perpetuity period under the rule against perpetuities, if applicable to this Deed, shall be the period of 125 years from the date of this Deed.

21.4 No Liability

- (a) None of the Lender, its delegate(s) nominee(s) or any Receiver shall be liable for any loss by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property, except in the case of gross negligence or wilful default upon its part.
- (b) The Lender will not be required in any manner to perform or fulfil any obligation of the Chargor, make any payment, make any enquiry as to the nature or sufficiency of any payment received by it or present or file any claim or take any action to collect or enforce the payment of any amount.
- (c) The Lender shall not be liable either to the Chargor or to any other person by reason of the appointment of a Receiver or for any other reason.
- (d) Neither the Lender nor the Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

21.5 Partial Invalidity

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

21.6 Certificates

A copy of any entry in the Lender's accounts shall in any legal proceedings arising out of or in connection with this Deed be prima facie evidence of the matters, transactions and accounts to which it relates and any certificate by the Lender as to any sum payable to it under this Deed or otherwise shall, in the absence of manifest error, be conclusive evidence of the matters, transactions and accounts to which it relates.

21.7 Release

At the end of the Security Period, the Lender must, at the request and cost of the Chargor, take whatever action is reasonably necessary to release the Charged Property from the Security created under this Deed and re-assign any Charged Property assigned under this Deed.

22. NOTICES

22.1 Notices under this Deed will be in writing and sent to the persons and addresses in clause (e). They may be given, and will be deemed received:

- (a) by first-class post: two Business Days after posting;
- (b) by airmail: seven Business Days after posting;
- (c) by hand: on delivery;
- (d) by facsimile: on receipt of a successful transmission report from the correct number;
- (e) by email: on receipt of a delivery return mail from the correct address.

22.2 Notices will be sent:

- (a) to the Chargor at: the address set out above marked for the attention of the finance director
- (b) to the Lender at: the address set out above marked for the attention of the risk and credit director.

22.3 This Clause 22 does not apply to any notice given in legal proceedings, arbitration or other dispute resolution proceedings.

23. PARTIAL INVALIDITY

23.1 If any provision of this Deed (or part of any provision of this Deed) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Deed (or other part of that provision of this Deed) shall not be affected.

23.2 If any provision of this Deed (or part of any provision of this Deed) is or becomes illegal, invalid or unenforceable but would be legal, valid or enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable.

24. COUNTERPARTS

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

25. GOVERNING LAW AND JURISDICTION

25.1 This Deed and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

25.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claims arising out of or in connection with this Deed, its subject matter or formation (including non-contractual disputes or claims) provided that nothing contained in this Deed shall be taken to limit the right of the Lender to bring proceedings in any other jurisdiction or jurisdictions whether concurrently or not. The Chargor further agrees not to initiate any proceedings against the Lender in any jurisdiction other than in the courts of England and Wales.

THIS DEED has been signed on behalf of the Lender and **EXECUTED AS A DEED** by the Chargor and is delivered on the date specified at the beginning of this Deed.

Schedule 1

Part 1 - Real Property - Registered Land

~~All that freehold/leasehold land and buildings known as — registered at HM Land Registry with title number~~

Part 2 - Real Property - Unregistered Land

EXECUTED and DELIVERED as a DEED by
CATALYST BUSINESS FINANCE LIMITED
acting by a director
in the presence of:

)
) Knight
) Director Signature
) W. Solicitor

Knight Professional Services
Director Name
W. Solicitor Limited

Witness:
Signature

Name

Address

Occupation

EXECUTED and DELIVERED as a DEED by
THE BELSTEADS SCHOOL LIMITED
acting by a director
in the presence of:

)
) 
) Director Signature
)


PETER ADAMS
Director Name

Witness:
Signature

Name

Address

Occupation


Julian Lobatto
70 Baker Street
London W1D 7DL
Solicitor

