



Registration of a Charge

Company name: **BRICKABILITY ENTERPRISES HOLDING LIMITED**

Company number: **10332050**

Received for Electronic Filing: **06/12/2019**



X8JQNATS

Details of Charge

Date of creation: **03/12/2019**

Charge code: **1033 2050 0007**

Persons entitled: **LLOYDS BANK PLC**

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:

BURGES SALMON LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10332050

Charge code: 1033 2050 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd December 2019 and created by BRICKABILITY ENTERPRISES HOLDING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th December 2019 .

Given at Companies House, Cardiff on 9th December 2019

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

SECURITY AGREEMENT

THE ENTITIES listed in Schedule 1 (1)

and

LLOYDS BANK PLC as security trustee for the Secured Parties (the "**Security Agent**") (2)

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THIS DEED is dated 3 December 2019 and is made

BETWEEN:

- (1) **THE ENTITIES** listed in Schedule 1 (the "**Chargors**"); and
- (2) **LLOYDS BANK PLC** (the "**Security Agent**" as security trustee for the Secured Parties (as defined in the Facility Agreement defined below)).

BACKGROUND:

- (A) The Original Lenders have agreed, pursuant to the Facility Agreement, to provide the Borrowers (as defined in the Facility Agreement) with a loan facility on a secured basis.
- (B) Under this Deed, each Chargor provides security to the Security Agent for the loan facility made or to be made available under the Facility Agreement.
- (C) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Account means the bank accounts of each Chargor including, without limitation, the accounts detailed in Part C of Schedule 1 (*Security Assets*);

Act means the Law of Property Act 1925.

Agreement for Lease means an agreement to grant an Occupational Lease for all or part of a property.

Facility Agreement means the £20,000,000 facility agreement made between (among others) the Chargors and the Security Agent and dated 6 March 2018 as amended and restated on 16 May 2019 and as amended and restated on or around the date of this Deed.

Intellectual Property means

- (a) Any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and

interests (which may now or in the future subsist), whether registered or unregistered; and

- (b) The benefit of all applications and rights to use such assets of each member of the Group.

Investments means

- (a) all shares owned by a Chargor or held by any nominee or trustee on its behalf including, without limitation the shares detailed in Part B of Schedule 1 (*Security Assets*); and
- (b) all other shares, stocks, debentures, bonds or other securities or investments owned by a Chargor or held by any nominee or trustee on its behalf.

Lease Document means:

- (a) an Agreement for Lease;
- (b) an Occupational Lease; or
- (c) any other document designated as such by the Security Agent and the Chargors.

Mortgaged Property means all freehold or leasehold property included in the definition of Security Asset.

Occupational Lease means any lease or licence or other right of occupation or right to receive rent to which a property may at any time be subject and includes any guarantee of a tenant's obligations under the same.

Party means a party to this Deed.

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

Relevant Contract means each Acquisition Agreement, the 2016 Acquisition Agreement and each Additional Acquisition Document.

Security Asset means any asset of a Chargor which is, or is expressed to be, subject to any Security created by this Deed.

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Secured Party under each Finance Document.

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

Subordinated Debt means all amounts owed to a Chargor which are subordinated pursuant to the terms of the Intercreditor Agreement.

1.2 Construction

- (a) Capitalised terms defined in the Facility Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (*Construction*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement will be construed as references to this Deed.
- (c) Unless a contrary indication appears, a reference in this Deed to:
 - (i) a Finance Document or Transaction Document or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
 - (ii) any rights in respect of an asset includes:
 - (A) all amounts and proceeds paid or payable;
 - (B) all rights to make any demand or claim; and
 - (C) all powers, remedies, causes of action, security, guarantees and indemnities,
 in each case in respect of or derived from that asset;
 - (iii) any share, stock, debenture, bond or other security or investment includes:
 - (A) any dividend, interest or other distribution paid or payable;
 - (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,
 in each case in respect of that share, stock, debenture, bond or other security or investment; and
 - (iv) the term "**this Security**" means any Security created by this Deed.

- (d) Any covenant of a Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (e) The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the 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.
- (f) If the Security Agent considers that an amount paid to a Secured Party under a Finance Document 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.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

1.3 Effect as a Deed

This Deed is intended to take effect as a Deed notwithstanding that the Security Agent may have executed it under hand only.

1.4 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 Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (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 this Deed at any time.
- (c) Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

1.5 Joint and several chargors

Where two or more persons purport to create Security over an asset under this Deed then:

- (a) they (or such of them as have the joint interest in the relevant asset) shall be deemed to have jointly mortgaged, charged and/or assigned, as appropriate, their joint interest in the relevant asset;

- (b) each person shall be deemed to have mortgaged, charged and/or assigned, as appropriate, its individual interest (if any) in the relevant asset; and
- (c) each person shall be deemed to have confirmed the Security granted by the others.

1.6 Chargors' Agent

- (a) Each Chargor (other than the Parent) by its execution of this Deed irrevocably appoints the Parent to act on its behalf as its agent in relation to this Deed and irrevocably authorises:
 - (i) the Parent on its behalf to supply all information concerning itself contemplated by this Deed to the Finance Parties and to give all notices and instructions, to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by any Chargor notwithstanding that they may affect the Chargor, without further reference to or the consent of that Chargor; and
 - (ii) each Finance Party to give any notice, demand or other communication to that Chargor pursuant to this Deed to the Parent

and in each case the Chargor shall be bound as though the Chargor itself had given the notices and instructions or executed or made the agreements or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication.

- (b) Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the Chargors' Agent or given to the Chargors' Agent under this Deed on behalf of another Chargor or in connection with this Deed (whether or not known to any other Chargor) shall be binding for all purposes on that Chargor as if that Chargor had expressly made, given or concurred with it. In the event of any conflict between any notices or other communications of the Chargors' Agent and any other Chargor, those of the Chargors' Agent shall prevail.

2 CREATION OF SECURITY

2.1 General

- (a) Each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- (b) All the security created under this Deed:

- (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of each Chargor;
 - (iii) is security for the payment of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) If the granting of any Security in respect of any Security Asset is prohibited:
- (i) the relevant Chargor must notify the Security Agent promptly;
 - (ii)
 - (A) if the Security Asset constitutes a right under any contract, this Security will constitute security over all proceeds and other amounts which that Chargor may receive, or has received, under the relevant contract but will exclude that Chargor's other rights under that contract; and
 - (B) otherwise, that Chargor shall hold that Security Asset in trust for the Security Agent;
 - (iii) unless the Security Agent otherwise requires, that Chargor must:
 - (A) in respect of any consent or waiver required for the granting of Security in respect of that Security Asset:
 - 1) promptly apply for such consent or waiver; and
 - 2) if such consent or waiver is not to be unreasonably withheld, use its reasonable endeavours to promptly obtain such consent, otherwise it shall use all reasonable endeavours to promptly obtain such consent or waiver;
 - (B) in respect of any condition required to be met or satisfied for the granting of Security in respect of that Security Asset, use its reasonable endeavours to promptly satisfy the relevant condition; and
 - (C) in all cases, keep the Security Agent informed of the progress in respect of such consent, waiver or condition; and
 - (iv) if that Chargor obtains the required consent or waiver or satisfies the relevant condition:
 - (A) that Chargor must notify the Security Agent promptly; and

(B) that Security Asset will immediately be secured in accordance with Clause 2.2 (*Land*) to Clause 2.11 (*Floating charge*) as appropriate.

(d) The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

2.2 Land

(a) Each Chargor charges:

- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it (other than any freehold or leasehold property in Scotland) including, without limitation, the real property (if any) specified in Part A of Schedule 1 (*Security Assets*); and
- (ii) (to the extent that they are not either (A) the subject of a mortgage under paragraph (i) above or (B) freehold or leasehold property in Scotland) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.

(b) A reference in this Clause 2 to a mortgage or charge of any freehold or leasehold property includes:

- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Investments

Each relevant Chargor charges by way of a first fixed charge its interest in all the Investments.

2.4 Plant and machinery

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 2.2 (*Land*), each Chargor charges by way of a first fixed charge all plant and machinery owned by that Chargor and its interest in any plant or machinery in its possession.

2.5 Credit balances

- (a) Each relevant Chargor charges by way of a first fixed charge all of its rights in respect of any Account other than the General Account, any amount standing to the credit of any Account other than the General Account and the debt represented by it.
- (b) Each relevant Chargor charges by way of a first fixed charge all of its rights in respect of the General Account, any amount standing to the credit of the General Account and the debt represented by it.
- (c) Each relevant Chargor charges by way of a first fixed charge all of its rights in respect of any account it has with any person other than the accounts referred to in paragraphs (a) to (b) above, any amount standing to the credit of any such account and the debt represented by it.

2.6 Book debts etc.

- (a) Each relevant Chargor assigns absolutely, subject to a proviso for re-assignment on redemption;
 - (i) all of its Subordinated Debt;
 - (ii) all of its book and other debts;
 - (iii) all other moneys due and owing to it; and
 - (iv) the benefit of all rights in relation to any item under paragraphs (i) to (iii) above.
- (b) To the extent they have not been effectively assigned under paragraph (a), each Chargor charges by way of first fixed charge all of the assets listed in paragraph (a) above.

2.7 Insurances

- (a) Subject to the terms of Clause 10 of the Facility Agreement, each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest (together, the **Insurance Rights**).
- (b) Subject to the terms of Clause 10 of the Facility Agreement, to the extent that they have not been effectively assigned under paragraph (a) above, each Chargor charges by way of a first fixed charge all of its Insurance Rights.

2.8 Hedging

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Agreements.

2.9 Other contracts

- (a) Each Chargor:
 - (i) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
 - (A) under each Relevant Contract; and
 - (B) under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment; and
 - (ii) charges by way of a first fixed charge all of its rights under any other document, agreement or instrument to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 2.
- (b) To the extent that they have not been effectively assigned under paragraph (a)(i) above, each Chargor charges by way of a first fixed charge all of its rights listed under paragraph (a)(i) above.

2.10 Miscellaneous

Each relevant Chargor charges by way of first fixed charge:

- (a) its goodwill;
- (b) all the Intellectual Property
- (c) the benefit of any and all licences, consents and Authorisations (statutory or otherwise) held or required in connection with the relevant Chargor's business or in connection with its use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (c) above;
- (e) its uncalled capital; and
- (f) the benefit of all rights in relation to any item under paragraphs (a) to (e) above.

2.11 Floating charge

- (a) Each Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 2.
- (b) Except as provided below, the Security Agent may by notice to the relevant Chargor convert the floating charge created by this Clause 2.11 (*Floating charge*) into a fixed charge as regards any of that Chargor's assets specified in that notice if:
 - (i) an Event of Default is continuing; or
 - (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by this Clause 2.11 (*Floating charge*) may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,
 under section 1A of the Insolvency Act 1986.
- (d) The floating charge created by this Clause 2.11 (*Floating charge*) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of a Chargor's assets if:
 - (i) that Chargor:
 - (A) creates, or attempt to create, any Security or a trust in favour of any person over all or any part of the Security Assets; or
 - (B) disposes, or attempts to dispose, of all or any part of the Security Assets (other than any Security Asset which are subject only to the Floating Charge created by this Clause 2.11 (*Floating charge*) while it remains uncrystallised),
 without the prior written consent of the Security Agent or as permitted by the terms of the Finance Documents;
 - (ii) any person levies, or attempts to levy, any distress, attachment, execution or other legal process in excess of £100,000 against all or any part of the Security Assets; or

- (iii) a resolution is passed or an order is made for the winding-up, dissolution, administration or reorganisation of that Chargor other than as permitted under the Facility Agreement; or
 - (iv) an administrator is appointed to that Chargor or the Security Agent receives notice of an intention to appoint an administrator to that Chargor.
- (e) The floating charge created by this Clause 2.11 (*Floating charge*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

2.12 Consents

- (a) Subject to Clauses 2.12(b) to 2.12(d), the security created by Clause 2.2 shall not apply to any leasehold property held by a Chargor under a lease that either precludes absolutely, or requires consent of a third party to, the creation of security over the relevant Chargor's leasehold interest in that property (an "**Excluded Property**") until that Chargor obtains any relevant consent, or waiver of any prohibition, to the creation of security over that Excluded Property.
- (b) In relation to each Excluded Property, the relevant Chargor undertakes to:
 - (i) apply for the relevant consent or waiver of prohibition within five Business Days of the date of this deed, and to use its best endeavours to obtain that consent or waiver as soon as possible;
 - (ii) keep the Security Agent informed of its progress in obtaining that consent or waiver; and
 - (iii) immediately on receipt of the consent or waiver, provide the Security Agent with a copy of that consent or waiver.
- (c) Immediately on receipt by the relevant Chargor of the relevant consent or waiver, that Excluded Property shall become the subject of a mortgage or charge (as appropriate) pursuant to Clause 2.2.
- (d) If required by the Security Agent at any time following receipt of that consent or waiver, the relevant Chargor shall, at its own cost, prepare and execute any further documents and take any further action as the Security Agent may require, in its absolute discretion, for perfecting its security over that Excluded Property.

3 RESTRICTIONS ON DEALINGS

3.1 Security

Except as expressly allowed under the Facility Agreement or this Deed, the Chargors must not create or permit to subsist any Security on any Security Asset.

3.2 Disposals

Except as expressly allowed under the Facility Agreement or this Deed, the Chargors must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset.

4 LAND

4.1 Notices to tenants

Each Chargor must:

- (a) immediately on request deliver to the Security Agent a notice of assignment, substantially in the form of Part A of Schedule 3 (*Forms of Letter for Occupational Tenants*) in respect of each tenant of the Mortgaged Property and the Security Agent may, and is irrevocably authorised by that Chargor to serve such notice(s) at any time following an Event of Default; and
- (a) use reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part B of Schedule 3 (*Forms of Letter for Occupational Tenants*).

4.2 Acquisitions

If a Chargor acquires any freehold or leasehold property in England and Wales in accordance with the Facility Agreement after the date of this Deed it must:

- (a) notify the Security Agent immediately;
- (b) immediately on request by the Security Agent and at the cost of that Chargor, execute and deliver to the Security Agent a legal mortgage over that property in favour of the Security Agent in any form which the Security Agent may require; and
- (c)
 - (i) if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of this Security; and
 - (ii) if applicable, ensure that this Security is correctly noted against that title in the title register at the Land Registry.

4.3 Land Registry

- (a) Each relevant Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"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 charge dated [] in favour of [] referred to in the charges register or their conveyancer. (Standard Form P)".

4.4 Deposit of title deeds

Each relevant Chargor must if requested to do so by the Security Agent (acting reasonably):

- (a) deposit with the Security Agent all deeds and documents necessary to show good and marketable title to any property referred to in Clause 4.2 (*Acquisitions*) (the **Title Documents**);
- (b) procure that the Title Documents are held at the applicable Land Registry to the order of the Security Agent; or
- (c) procure that the Title Documents are held to the order of the Agent by a firm of solicitors approved by the Security Agent for that purpose.

5 INVESTMENTS

5.1 Deposit

Each relevant Chargor must promptly:

- (a) deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to the Investments; and
- (b) execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner of or otherwise obtain a legal title to its Investments.

5.2 Calls

- (a) Each relevant Chargor must pay all calls or other payments due and payable in respect of any of its Investments in accordance with the Facility Agreement.

- (b) If a Chargor fails to do so, the Security Agent may pay the calls or other payments in respect of any of its Investments on behalf of that Chargor. Each relevant Chargor must promptly on request reimburse the Security Agent for any payment made by the Security Agent under this Clause 5.2 (*Calls*).

5.3 Other obligations in respect of Investments

- (a) Each relevant Chargor must promptly send a copy to the Security Agent of, and comply with all requests for, material information which is within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document, or by any listing or other authority, relating to any of its Investments. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of that Chargor.
- (b) Each relevant Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments.
- (c) The Security Agent is not obliged to:
 - (i) perform any obligation of a Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,
 in respect of any of the Investments.

5.4 Voting rights

- (a) Before this Security becomes enforceable:
 - (i) the voting rights, powers and other rights in respect of its Investments will be exercised:
 - (A) by the relevant Chargor; or
 - (B) if exercisable by the Security Agent, in any manner which that Chargor may direct the Security Agent in writing; and
 - (ii) subject to the terms of the Facility Agreement, all dividends, distributions or other income paid or payable in relation to any of its Investments in accordance with the Facility Agreement must be paid into an Account.

- (b) Each relevant Chargor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of any of its Investments as permitted by this Deed on the direction of that Chargor.
- (c) After this Security has become enforceable, the Security Agent may exercise (in the name of the relevant Chargor and without any further consent or authority on the part of that Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

6 ACCOUNTS

6.1 General

In this Clause 6, "**Account Bank**" means a person with whom an Account is maintained.

6.2 Book debts and receipts

- (a) Subject to the terms of the Facility Agreement, each relevant Chargor must get in and realise its book and other debts and other moneys due and owing to it in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an Account if required in accordance with paragraph (b) below) on trust for the Security Agent.
- (b) Each relevant Chargor must, except to the extent that the Security Agent otherwise agrees or as permitted pursuant to the terms of the Facility Agreement, pay all the proceeds of the getting in and realisation into an Account in accordance with the Facility Agreement.

6.3 Notices of charge

Each relevant Chargor must:

- (a) promptly serve a notice of charge, substantially in the form of Part A of Schedule 4 (*Forms of Letter for Account Bank*), on each Account Bank; and
- (b) use reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of Part B of Schedule 4 (*Forms of Letter for Account Bank*).

7 HEDGING

The Chargor must:

- (a) promptly serve a notice of assignment, substantially in the form of Part A of Schedule 5 (*Forms of Letter for Hedge Counterparty*), on each counterparty to a Hedging Agreement; and
- (b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part B of Schedule 5 (*Forms of Letter for Hedge Counterparty*).

8 INSURANCES

Each relevant Chargor must:

- (a) promptly serve a notice of assignment, substantially in the form of Part A of Schedule 6 (*Forms of Letter for Insurers*), on each counterparty to an Insurance; and
- (b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part B of Schedule 6 (*Forms of Letter for Insurers*).

9 OTHER CONTRACTS

Each relevant Chargor must, at the request of the Security Agent:

- (a) promptly serve a notice of assignment or charge (as applicable), substantially in the form of Part A of Schedule 7 (*Forms of Letter for Other Contracts*); and
- (b) use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part B of Schedule 7 (*Forms of Letter for Other Contracts*).

10 WHEN SECURITY BECOMES ENFORCEABLE

10.1 Event of Default

This Security will become immediately enforceable if an Event of Default occurs and is continuing.

10.2 Discretion

After this Security has become enforceable, the Security Agent may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Facility Agreement.

10.3 Statutory powers

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

11 ENFORCEMENT OF SECURITY

11.1 General

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

11.2 No liability as mortgagee in possession

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

11.3 Privileges

The Security Agent and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

11.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his/her agents will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Security Agent 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 Security Agent or to that Receiver is to be applied.

11.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Security Agent may:
 - (i) redeem any prior Security against any Security Asset; and/or
 - (ii) procure the transfer of that Security to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor.
- (b) Each Chargor must pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

11.6 Contingencies

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

11.7 Financial collateral

- (a) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of a Chargor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Security Agent will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.
- (b) Where any financial collateral is appropriated:
 - (i) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
 - (ii) in any other case, its value will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

and each Finance Party will give credit for the proportion of the value of the financial collateral appropriated to its use.

12 RECEIVER

12.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) this Security has become enforceable; or
 - (ii) a Chargor so requests to the Security Agent at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Security Agent 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 of the Insolvency Act 1986.
- (e) The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent 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.

12.2 Removal

The Security Agent may 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.

12.3 Remuneration

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

12.4 Agent of the Chargors

- (a) A Receiver will be deemed to be the agent of the Chargors for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargors alone are responsible

for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.

- (b) No Secured Party will incur any liability (either to the Chargors or to any other person) by reason of the appointment of a Receiver or for any other reason.

12.5 Relationship with Security Agent

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

13 POWERS OF RECEIVER

13.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 13 in addition to those conferred on it by any law. This includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

13.2 Possession

A Receiver may take immediate possession of, get in and realise any Security Asset.

13.3 Carry on business

A Receiver may carry on any business of the Chargors in any manner he/she thinks fit.

13.4 Employees

- (a) 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/she thinks fit.
- (b) A Receiver may discharge any person appointed by the Chargor.

13.5 Borrow money

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

13.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.
- (b) The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargors.

13.7 Leases

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

13.8 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 Chargors or relating in any way to any Security Asset.

13.9 Legal actions

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

13.10 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 Security Asset.

13.11 Subsidiaries

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

13.12 Delegation

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

13.13 Lending

A Receiver may lend money or advance credit to any person.

13.14 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which a Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he/she thinks fit.

13.15 Other powers

A Receiver may:

- (a) do all other acts and things which he/she may consider necessary or desirable for realising any Security 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;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and
- (c) use the name of any Chargor for any of the above purposes.

14 APPLICATION OF PROCEEDS

All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Security Agent and applied in accordance with the Facility Agreement and the Intercreditor Agreement. This Clause 14:

- (a) is subject to the payment of any claims having priority over this Security; and
- (b) does not prejudice the right of any Secured Party to recover any shortfall from the Chargors.

15 EXPENSES AND INDEMNITY

Each Chargor must:

- (a) (subject to any cap agreed between the Parties from time to time) promptly on demand pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with this Deed including any arising from any actual or alleged breach by any person of any law or regulation; and
- (b) keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

16 DELEGATION**16.1 Power of Attorney**

The Security Agent or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

16.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

16.3 Liability

Neither the Security Agent nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

17 FURTHER ASSURANCES

- (a) Each Chargor must promptly on written request, at its own expense, take whatever action the Security Agent or a Receiver may require for:
 - (i) creating, perfecting or protecting any security purported to be created under this Deed over any Security Asset; or
 - (ii) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.
- (b) The action that may be required under paragraph (a) above includes:

- (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Security Agent or to its nominees; or
- (ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may consider necessary.

18 POWER OF ATTORNEY

- (a) Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of that Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of that Chargor under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law. Each Chargor ratifies and confirms whatever any attorney does or purports to do in the proper and lawful exercise under its appointment under this Clause 18.
- (b) The power of attorney in this Clause 18 shall only be exercisable by the Security Agent, each Receiver and any of their respective delegates or sub-delegates while an Event of Default has occurred and is continuing.

19 MISCELLANEOUS

19.1 Continuing Security

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

19.2 Tacking

Each Lender must perform its obligations under the Facility Agreement (including any obligation to make available further advances).

19.3 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with a Chargor.

- (b) If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

19.4 Time deposits

Without prejudice to any right of set-off any Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account a Chargor has with any Secured Party within the Security Period when:

- (a) this Security has become enforceable; and
- (b) no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

19.5 Notice to Chargors

This Deed constitutes notice in writing to the Chargors of any charge or assignment of a debt owed by a Chargor to any Transaction Obligor and contained in any other Security Document.

20 RELEASE

At the end of the Security Period, the Finance Parties must, at the request and cost of the Chargors, take whatever action is necessary to release its Security Assets from this Security.

21 GOVERNING LAW

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

22 ENFORCEMENT

22.1 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding paragraph (a) above, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

Schedule 1**The Chargors**

<u>Name of Chargor</u>	<u>Company Number</u>	<u>Registered Address</u>
Brickability Group PLC	11123804	C/o Brickability Limited, South Road, Bridgend Industrial Estate, Bridgend, CF31 3XG
Brickability Enterprises Holding Limited	10332050	C/o Brickability Limited, South Road, Bridgend Industrial Estate, Bridgend, CF31 3XG
Brickability Enterprises Investments Limited	10332505	C/o Brickability Limited, South Road, Bridgend Industrial Estate, Bridgend, CF31 3XG
Brickability UK Holdings Limited	07805178	Brickability, South Road, Bridgend Industrial Estate, Bridgend, CF31 3XG
Brick-Link Limited	02245364	South Road, Bridgend Industrial Estate, Bridgend, CF31 3XG
Plansure Building Products Limited	06016447	South Road, Bridgend Industrial Estate, Bridgend, CF31 3XG
Brick-ability Limited	01972562	Head Office, South Road, Bridgend Industrial Estate, Bridgend, CF31 3XG
Brick Services Limited	03719911	Wellington House Wellington Road, Dunston, Gateshead, England, NE11 9JL
Hamilton Heating Group Limited	09921801	2-4 Packhorse Road, Gerrards Cross, Buckinghamshire, England, SL9 7QE
Towelrads.com Limited	04906064	Queensgate House, Cookham Road, Bracknell, England, RG12 1RB

Frazer Simpson Limited	06838234	Queensgate House, Cookham Road, Bracknell, England, RG12 1RB
FSN Doors Limited	07304174	Queensgate House, Cookham Road, Bracknell, England, RG12 1RB
P V H Holdings Limited	02484708	Howdenshire Way, Knedlington Road, Howden, Goole, East Yorkshire, United Kingdom, DN14 7HZ
Crest Roofing Limited	02487387	Howdenshire Way, Knedlington Road, Howden, Goole, East Yorkshire, United Kingdom, DN14 7HZ
Crest Brick Slate & Tile Limited	03633185	Howdenshire Way, Knedlington Road, Howden, Goole, East Yorkshire, United Kingdom, DN14 7HZ
Crown Roofing (Centres) Limited	02828966	Howdenshire Way, Knedlington Road, Howden, Goole, East Yorkshire, United Kingdom, DN14 7HZ
Excel Roofing Services Limited	03595977	Howdenshire Way, Knedlington Road, Howden, Goole, East Yorkshire, United Kingdom, DN14 7HZ
Radiatorsonline.com Ltd	10757797	Queensgate House, Cookham Road, Bracknell, England, RG12 1RB
LBT Brick & Façades Limited	02545642	C/o Brickability Limited, South Road, Bridgend Industrial Estate, Bridgend, Wales, CF31 3XG
DSH Flooring Limited	08209834	12 Tavistock Industrial Estate, Ruscombe Business Park, Reading, Berkshire, England, RG10 9NJ
Brickmongers (Wessex) Limited	06944174	C/o Brickability Limited, South Road, Bridgend Industrial Estate, Bridgend, Wales, CF31 3XG

The Bespoke Brick Company Limited	08723889	C/o Brickability Limited, South Road, Bridgend Industrial Estate, Bridgend, Wales, CF31 3XG
The Brick Slip Business Limited	09707800	C/o Brickability Limited, South Road, Bridgend Industrial Estate, Bridgend, Wales, CF31 3XG
The Matching Brick Company Limited	02530773	South Road, Bridgend Industrial Estate, Bridgend, Wales, CF31 3XG

Schedule 2**Security Assets****Part A****Real Property**

Registered Proprietor	Address	Title Interest	Title Number
Brick-ability Limited	All that land and buildings known as 1 Amber Close, Tamworth B77 4RP	Freehold	SF283616
Brick-ability Limited	All that land and buildings known as 48 Mill Green Road, Mitcham, CR4 4HY and all that land and buildings on the north west side of 48 Mill Green Road, Mitcham, CR4 4HY	Freehold	SGL248702 SGL544661
Brick-link Limited	All that land and buildings known as Broadgate House, North Broadgate Lane, Horsforth, Leeds LS18 4AB	Freehold	WYK565348
Brick-ability Limited	Land and buildings on the south side of South Road, Waterton Cross, Coychurch, Bridgend as more particularly described in a lease dated 9 August 2007 and made between (1) Peter Richard Milton and YX Trustees Limited as Trustees of the Brick-ability Executives Retirement and Death Benefit Scheme and (2) Brick-ability Limited	Leasehold	CYM387118
The Matching Brick Company Limited	Land and buildings known as Site B Marshgate Works, Shrivenham Road, Swindon SN1 2PA as more particularly described and demised by a lease dated 1 May 2-19 between (1) Michele Del Vecchio and (2) The Matching Brick Company Limited	Leasehold	
Brick-ability Limited	Land and buildings known as Yard E, Uskway Industrial Estate, Newport more particularly described and demised by	Leasehold	N/A

	a lease dated 2 July 2008 between (1) ACW Properties Limited and (2) Brick-ability Ltd		
Plansure Building Products Limited	Land and buildings known as Units A/B Porton Business Centre, Porton, Salisbury as more particularly described and demised by a lease dated 31 May 2013 between (1) Thomas Andrew Burchmore and (2) Plansure Building Products Limited	Leasehold	N/A
The Matching Brick Company Limited	Land and buildings known as Lockes Yard, Hartcliffe Way, Bristol as more particularly described and demised by a lease dated 17 September 2003 between (1) Elaine Maud Nash, Margaret Elizabeth Hanks and Jacqueline Sandra Abbott (Trustees of the Estate of JH Locke deceased) and (2) The Matching Brick Company Limited	Leasehold	N/A
Plansure Building Products Limited	Land and buildings known as Unit C Porton Business Centre, Porton, Salisbury as more particularly described and demised by a lease dated 31 May 2013 between (1) Thomas Andrew Burchmore and (2) Plansure Building Products Limited	Leasehold	N/A
LBT Brick & Façades Limited	67 Manchester Road, Bolton, BL2 1ES	Leasehold	
Towelrads.com Limited	39 Longshot Lane, Bracknell, Berks RG12 1RL	Leasehold	
Towelrads.com Limited	Queensgate House, Cookham Road, Bracknell, Berks RG12 1RB	Leasehold	
Towelrads.com Limited	Units 4, Maidenhead Trade Park, Maidenhead, Berks, SL6 2GQ	Freehold	BK440063
Towelrads.com Limited	Unit 5, Maidenhead Trade Park, Maidenhead, Berks, SL6 2GQ	Freehold	BK440067

Brickability Limited	Land on south east side of Portsmouth Road, Send, Guildford	Leasehold	
Brickability Limited	Land at Brindley Road, Cardiff	Leasehold	
Brick Services Limited	Wellington House, Wellington Road, Dunston Gateshead NE11 9LJ	Freehold	TY45734, TY209297, TY227591 and TY233998
The Matching Brick Company Limited	Lockes Yard, Hartcliffe Way, Bedminster, Bristol	Leasehold	
The Matching Brick Company Limited	Fishponds Yard, Knapps Lane, Fishponds Trading Estate, Bristol	Leasehold	
Crest Brick Slate & Tile Ltd	Land at north side of Howdenshire Way, Howden	Leasehold	YEA86874
Crest Roofing Limited	Unit 3 Ash Farm Business Centre, Ash lane, Basingstoke	Leasehold	

Part BInvestments

Issuer	Chargor	Class	Number
Brick-Link Limited	Brickability UK Holdings Ltd	Ordinary shares of £1.00 each	Entire Issued share capital comprising 30,000 Ordinary Shares of £1.00
Plansure Building Products Limited	Brickability UK Holdings Ltd	Ordinary shares of £1.00 each	Entire Issued share capital comprising 200 Ordinary Shares of £1.00
Brick-ability Ltd.	Brickability UK Holdings Ltd	Ordinary shares of £1.00 each	Entire Issued share capital comprising 57,000 Ordinary Shares of £1.00
The Matching Brick Company Limited	Brickability UK Holdings Ltd	Ordinary shares of £1.00 each	Entire Issued share capital comprising 100 Ordinary Shares of £1.00
Brick Services Limited	Brickability UK Holdings Ltd	Ordinary shares of £1.00 each	Entire Issued share capital comprising 2 Ordinary Shares of £1.00

Part CAccounts

Account holder	Bank name	Account type	Account number	Sort Code
Brick-Link Limited	Lloyds Commercial Finance Limited	Invoice Discounting	████ 6803	████
Brick-Link Limited	Lloyds Commercial Finance Limited	Current Account	████ 5460	████
Brick-ability Ltd.	Lloyds Commercial Finance Limited	Invoice Discounting	████ 5501	████
Brick-ability Ltd.	Lloyds Commercial Finance Limited	Current Account	████ 7303	████
Brick-ability Ltd.	Lloyds Commercial Finance Limited	Euro Current Account	████ 8779	████
Brickability Enterprises Investments Limited	Lloyds Commercial Finance Limited	Current Account	████ 1060	████
Brick Services Limited	Lloyds Commercial Finance Limited	Invoice Discounting	████ 8568	████
Brick Services Limited	Lloyds Commercial Finance Limited	Current Account	████ 2468	████
Plansure Building Products Limited	Lloyds Commercial Finance Limited	Current Account	████ 8105	████

The Matching Brick Company Limited	Lloyds Commercial Finance Limited	Invoice Discounting	5609	
The Matching Brick Company Limited	Lloyds Commercial Finance Limited	Current Account	7400	
The Matching Brick Company Limited	Lloyds Commercial Finance Limited	Reserve Account	7907	
Brickmongers (Wessex) Limited	Cater Allen	Reserve Account	5982	
Brickmongers (Wessex) Limited	Handelsbanken plc	Euro Account	6646	
Brickmongers (Wessex) Limited	Handelsbanken plc	Current Account	6602	
The Bespoke Brick Company Limited	HSBC	Current Account	8612	
The Bespoke Brick Company Limited	HSBC	Savings Account	6608	
The Bespoke Brick Company Limited	HSBC	Euro Account	4101	

EXECUTION VERSION

LBT Brick & Handlesbanken Façades Limited	Current	41648601	40-51-62
DSH Flooring HSBC Limited	Current	52404788	40-45-08

Schedule 3

Forms of Letter for Occupational Tenants

Part A

Notice to Occupational Tenant

To: [Occupational tenant]

Copy: [Security Agent] (as Security Agent defined below)

[Date]

Dear Sirs,

Re: [Property address]

Security Agreement dated [●] between [Chargor] and [Security Agent] (the "Security Agreement")

We refer to the lease dated [] and made between [] and [] (the "**Lease**").

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely (subject to a proviso for re-assignment on redemption) to [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights under the Lease.

We confirm that:

- (a) we will remain liable under the Lease to perform all the obligations assumed by us under the Lease; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Lease.

We will also remain entitled to exercise all our rights, powers and discretions under the Lease, and you should continue to give notices under the Lease to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and all notices must be given to, the Security Agent or as it directs.

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

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

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 the Security Agent at [address] with a copy to us.

Yours faithfully,

.....

(Authorised Signatory)

[Chargor]

Part B

Acknowledgement of Occupational Tenant

To: [Security Agent] (as Security Agent)

Attention: []

[Date]

Dear Sirs,

Re: [Property address]

Security Agreement dated [] between [Chargor] and [Security Agent] (the "Security Agreement")

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

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received any notice of any prior security over the Lease or 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; and
- (c) must continue to pay those moneys into the Rent Account (as defined in the Notice) 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

[Occupational tenant]

Schedule 4

Forms of Letter for Account Bank

Part A

Notice to Account Bank

To: [Account Bank]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

Security Agreement dated [●] between [Chargor] and [Security Agent] (the "Security Agreement")

This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights in respect of any account, and any amount standing to the credit of any account, maintained by us with you (the "**Accounts**").

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to any Account requested from you by the Security Agent;
- (b) comply with the terms of any written notice or instruction relating to any Account received by you from the Security Agent; and
- (c) following a notification to you from the Security Agent that an event of default has occurred, hold all sums standing to the credit of any Account to the order of the Security Agent.

In respect of each Account, we are permitted to withdraw any amount from an Account for any purpose unless and until you receive a notice from the Security Agent to the contrary stating that we are no longer permitted to withdraw any amount from an Account without its consent. If and from the date on which you receive any such notice, we will not be permitted to withdraw any amount from such Account without the prior written consent of the Security Agent.

We acknowledge that you may comply with the instructions in this letter without any further permission from us.

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

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 sending the attached acknowledgement to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....

(Authorised Signatory)

[Chargor]

Part B

Acknowledgement of Account Bank

To: [Security Agent]

Copy: [Chargor]

[Date]

Dear Sirs,

Security Agreement dated [●] between [Chargor] and [Security Agent] (the "Security Agreement")

We confirm receipt from [Chargor] (the "**Chargor**") of a notice dated [●] (the Notice) of a charge upon the terms of the Security Agreement over all the rights of the Chargor to any amount standing to the credit of any of the Chargor's accounts with us (the "**Accounts**").

We confirm that we:

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

The Accounts maintained with us are:[Specify accounts and account numbers]

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

Yours faithfully,

.....

(Authorised signatory)

Schedule 5**Forms of Letter for Hedge Counterparty****Part A****Notice to Hedge Counterparty**

To: [Hedge Counterparty]

Copy: [Security Agent] as Security Agent as defined below

[Date]

Dear Sirs,

Security Agreement dated [●] between [Chargor] and [Security Agent] (the "Security Agreement")

This letter constitutes notice to you that under the Security Agreement we assigned absolutely, subject to a proviso for re-assignment on redemption, to [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights under any hedging agreements between you and us (the "**Hedging Agreements**").

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to the Hedging Agreements which the Security Agent may request from you; and
- (b) pay any sum payable by you under the Hedging Agreements to our account with [the Security Agent] at [●], account number [●], sort code [●].

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

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

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 the Security Agent at [address] with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

[Chargor]

Part BAcknowledgement of Hedge Counterparty

To: [Security Agent]

Copy: [Chargor]

[Date]

Dear Sirs,

Security Agreement dated [●] between [Chargor] and [Security Agent] (the "Security Agreement")

We confirm receipt from [Chargor] (the "**Chargor**") of a notice dated [●] (the "**Notice**") of an assignment upon the terms of the Security Agreement of all the Chargor's rights under the Hedging Agreements (as defined in the Notice).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, the Hedging Agreements;
- (c) must pay any amount payable by us under the Hedging Agreements to the Chargor's account with you at [●], Sort Code [●], Account No. [●]; and
- (d) must accept your instructions in relation to the Chargor's rights under the Hedging Agreements.

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

Yours faithfully,

.....

(Authorised signatory)

[Hedge Counterparty]

Schedule 6

Forms of Letter for Insurers

Part A

Notice to Insurer

To: [Insurer]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

Security Agreement dated [●] between [Chargor] and [Security Agent] (the "Security Agreement")

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely, subject to a proviso for re-assignment on redemption, to [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights in respect of [*insert details of contract of insurance*] (the "**Insurance**").

We confirm that:

- (a) we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).

We will also remain entitled to exercise all our rights, powers and discretions under the Insurance, and you should continue to give notices and make payments under the Insurance to us (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Security Agent in respect of the Insurance), unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Security Agent in respect of the Insurance).

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Insurance requested from you by the Security Agent.

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

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

[Chargor]

Part B

Acknowledgement of Insurer

To: [Security Agent]

Copy: [Chargor]

[Date]

Dear Sirs,

Security Agreement dated [●] between [Chargor] and [Security Agent] (the Security Agreement)

We confirm receipt from [Chargor] (the Chargor) of a notice dated [] (the "**Notice**") of an assignment on the terms of the Security Agreement of all the Chargor's rights in respect of *[insert details of the contract of insurance]* (the "**Insurance**").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (b) will give notices and make payments under the Insurance as directed in the Notice.

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

Yours faithfully,

.....
(Authorised signatory)

[Insurer]

Schedule 7

Forms of Letter for Other Contracts

Part A

Notice to Counterparty

To: [Contract Counterparty]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

Security Agreement dated [●] between [Chargor] and [Security Agent] (the "Security Agreement")

This letter constitutes notice to you that under the Security Agreement we have [assigned absolutely, subject to a proviso for re-assignment on redemption,]/[charged by way of a first fixed charge] to [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights in respect of *[insert details of contract]* (the "**Contract**").

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices and make payments under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs.

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Contract requested from you by the Security Agent.

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

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

[Chargor]

Part B

Acknowledgement of Counterparty

To: [Security Agent]

Copy: [Chargor]

[Date]

Dear Sirs,

Security Agreement dated [●] between [Chargor] and [Security Agent] (the "Security Agreement")

We confirm receipt from [Chargor] (the "**Chargor**") of a notice dated [●] (the "**Notice**") of [an assignment]/[fixed charge] on the terms of the Security Agreement of all the Chargor's rights in respect of [*insert details of the contract*] (the "**Contract**").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (b) will give notices and make payments under the Contract as directed in the Notice.

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

Yours faithfully,

.....

(Authorised signatory)

[Contract counterparty]

EXECUTION PAGE

CHARGORS

EXECUTED as a DEED by)

BRICKABILITY GROUP PLC)

acting by STUART OVEREND)

Director)

In the presence of:

Signature of Witness)

Name of Witness)

Address of Witness)

Occupation of Witness)

Stuart J. OverendHELEN MORRIS60 CHISWELL STREET
LONDON EC1Y 4AGTRAINEE SOLICITOR

EXECUTED as a DEED by)

BRICKABILITY ENTERPRISES)

INVESTMENTS LIMITED)

acting by STUART OVEREND)

Director)

In the presence of:

Signature of Witness)

Name of Witness)

Address of Witness)

Occupation of Witness)

Stuart J. OverendHELEN MORRIS60 CHISWELL STREET
LONDON EC1Y 4AGTRAINEE SOLICITOR

EXECUTED as a DEED by)

BRICKABILITY ENTERPRISES)

HOLDING LIMITED)

acting by STUART OVEREND)

Director)

In the presence of:

Signature of Witness)

Name of Witness)

Address of Witness)

Occupation of Witness)

Stuart J. OverendHELEN MORRIS60 CHISWELL STREETLONDON EC1Y 4AGTRAINEE SOLICITOR

EXECUTED as a DEED by)

BRICKABILITY UK HOLDINGS)

LIMITED)

acting by STUART OVEREND)

Director)

In the presence of:

Signature of Witness)

Name of Witness)

Address of Witness)

Occupation of Witness)

Stuart J. OverendHELEN MORRIS60 CHISWELL STREETLONDON EC1Y 4AGTRAINEE SOLICITOR

EXECUTED as a DEED by)

BRICK-LINK LIMITED)

acting by STUART OVEREND)

Director)

In the presence of:

Signature of Witness)

Name of Witness)

Address of Witness)

Occupation of Witness)

Stuart J. Overend

[REDACTED]

HELEN MORRIS

60 CHISWELL STREET

LONDON EC1Y 4AG

TRAINEE SOLICITOR

EXECUTED as a DEED by)

PLANSURE BUILDING PRODUCTS)

LIMITED)

acting by STUART OVEREND)

Director)

In the presence of:

Signature of Witness)

Name of Witness)

Address of Witness)

Occupation of Witness)

Stuart J. Overend

[REDACTED]

HELEN MORRIS

60 CHISWELL STREET

LONDON EC1Y 4AG

TRAINEE SOLICITOR

EXECUTED as a DEED by)

BRICK-ABILITY LTD)

acting by STUART OVEREND)

Director)

In the presence of:

Signature of Witness)

Stuart J. Overend

Name of Witness)

Address of Witness)

Occupation of Witness)

HELEN MORRIS60 CHISWOLD STREETLONDON EC1Y 4AGTRAINEE SOLICITOR

EXECUTED as a DEED by)

BRICK SERVICES LIMITED)

acting by STUART OVEREND)

Director)

In the presence of:

Signature of Witness)

Stuart J. Overend

Name of Witness)

Address of Witness)

Occupation of Witness)

HELEN MORRIS60 CHISWOLD STREETLONDON EC1Y 4AGTRAINEE SOLICITOR

EXECUTED as a DEED by)

HAMILTON HEATING GROUP)
LIMITED)acting by STUART OVEREND)

Director)

In the presence of:

Signature of Witness)

Stuart J. Overend

Name of Witness)

Address of Witness)

Occupation of Witness)

HELEN MORRIS
60 CHISWICK STREET
LONDON EC14 4AG
TRAINEE SOLICITOR

EXECUTED as a DEED by)

TOWELRADS.COM LIMITED)

acting by STUART OVEREND)

Director)

In the presence of:

Signature of Witness)

Stuart J. Overend

Name of Witness)

Address of Witness)

Occupation of Witness)

HELEN MORRIS
60 CHISWICK STREET
LONDON EC14 4AG
TRAINEE SOLICITOR

EXECUTED as a DEED by)

FRAZER SIMPSON LIMITED)

acting by STUART OVEREND)

Director)

In the presence of:

Signature of Witness)

Stuart J. Overend

Name of Witness)

Address of Witness)

Occupation of Witness)

HELEN MORRIS
60 CHISWELL STREET
LONDON EC1Y 4AG
TRAINEE SOLICITOR

EXECUTED as a DEED by)

FSN DOORS LIMITED)

acting by STUART OVEREND)

Director)

In the presence of:

Signature of Witness)

Name of Witness)

Address of Witness)

Occupation of Witness)

Stuart J. OverendHELEN MORRIS
60 CHISWELL STREET
LONDON EC1Y 4AG
TRAINEE SOLICITOR

EXECUTED as a DEED by)

P V H HOLDINGS LIMITED)

acting by STUART OVEREND)

Director)

In the presence of:

Signature of Witness)

Name of Witness)

Address of Witness)

Occupation of Witness)

Stuart J. OverendHELEN MORRIS60 CHISWICK STREETLONDON EC1H 4AGTRAINEE SOLICITOR

EXECUTED as a DEED by)

CREST ROOFING LIMITED)

acting by STUART OVEREND)

Director)

In the presence of:

Signature of Witness)

Name of Witness)

Address of Witness)

Occupation of Witness)

Stuart J. OverendHELEN MORRIS60 CHISWICK STREETLONDON EC1H 4AGTRAINEE SOLICITOR

EXECUTED as a DEED by)

CREST BRICK SLATE & TILE)
LIMITED)acting by STUART OVEREND)

Director)

In the presence of:

Signature of Witness)

Name of Witness)

Address of Witness)

Occupation of Witness)

Stuart J. OverendHELEN MORRIS60 CHISWOLD STREETLONDON EC1V 4AGTRAINEE SOLICITOR

EXECUTED as a DEED by)

CROWN ROOFING (CENTRES))
LIMITED)acting by STUART OVEREND)

Director)

In the presence of:

Signature of Witness)

Name of Witness)

Address of Witness)

Occupation of Witness)

Stuart J. OverendHELEN MORRIS60 CHISWOLD STREETLONDON EC1V 4AGTRAINEE SOLICITOR

EXECUTED as a DEED by)

EXCEL ROOFING SERVICES)
LIMITED)acting by STUART OVEREND)

Director)

In the presence of:

Signature of Witness)

Name of Witness)

Address of Witness)

Occupation of Witness)

Stuart J. OverendHELEN MORRIS
60 CHISWELL STREET
LONDON EC1Y 4AG
TRAINEE SOLICITOR

EXECUTED as a DEED by)

RADIATORSONLINE.COM LTD)

acting by STUART OVEREND)

Director)

In the presence of:

Signature of Witness)

Name of Witness)

Address of Witness)

Occupation of Witness)

Stuart J. OverendHELEN MORRIS
60 CHISWELL STREET
LONDON EC1Y 4AG
TRAINEE SOLICITOR

EXECUTED as a DEED by)

LBT BRICK & FAÇADES LIMITED)

acting by STUART OVEREND)

Director)

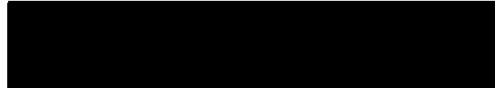
In the presence of:

Signature of Witness)

Name of Witness)

Address of Witness)

Occupation of Witness)

Stuart J. OverendHELEN MORRIS60 CHISWICK STREETLONDON EC1Y 4AGTRAWEE SOLICITOR

EXECUTED as a DEED by)

DSH FLOORING LIMITED)

acting by STUART OVEREND)

Director)

In the presence of:

Signature of Witness)

Name of Witness)

Address of Witness)

Occupation of Witness)

Stuart J. OverendHELEN MORRIS60 CHISWICK STREETLONDON EC1Y 4AGTRAWEE SOLICITOR

EXECUTED as a DEED by)

BRICKMONGERS (WESSEX))
LIMITED)acting by STUART OVEREND)

Director)

In the presence of:

Signature of Witness)

Name of Witness)

Address of Witness)

Occupation of Witness)

Stuart J. OverendHELEN MORRIS
60 CHISWICK STREET
LONDON EC14 4AG
TRAINEE SOLICITOR

EXECUTED as a DEED by)

THE BESPOKE BRICK COMPANY)
LIMITED)acting by STUART OVEREND)

Director)

In the presence of:

Signature of Witness)

Name of Witness)

Address of Witness)

Occupation of Witness)

Stuart J. OverendHELEN MORRIS
60 CHISWICK STREET
LONDON EC14 4AG
TRAINEE SOLICITOR

EXECUTED as a DEED by)

THE BRICK SLIP BUSINESS LIMITED)

acting by STUART OVEREND)

Director)

In the presence of:

Signature of Witness)

Name of Witness)

Address of Witness)

Occupation of Witness)

Stuart J Overend

[REDACTED]

HELEN MORRIS
60 CHISWICK STREET
LONDON EC14 4AG
TRAINEE SOLICITOR

EXECUTED as a DEED by)

THE MATCHING BRICK COMPANY)
LIMITED)

acting by STUART OVEREND)

Director)

In the presence of:

Signature of Witness)

Name of Witness)

Address of Witness)

Occupation of Witness)

Stuart J Overend

[REDACTED]

HELEN MORRIS
60 CHISWICK STREET
LONDON EC14 4AG
TRAINEE SOLICITOR

SECURITY AGENT

SIGNED by

for and on behalf of **LLOYDS BANK PLC** as
Security Agent

)



Authorised Signatory