



**Registration of a Charge**

Company name: **RADFORD GROUP CONSTRUCTION LIMITED**  
Company number: **11046907**

Received for Electronic Filing: **09/01/2020**



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**Details of Charge**

Date of creation: **20/12/2019**  
Charge code: **1104 6907 0002**  
Persons entitled: **FCFM GROUP INVESTMENTS I LIMITED**  
Brief description:

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

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

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**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:

**DWF LAW LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 11046907

Charge code: 1104 6907 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th December 2019 and created by RADFORD GROUP CONSTRUCTION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th January 2020 .

Given at Companies House, Cardiff on 10th January 2020

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

## ACCESSION DEED

(to be registered at Companies House)

THIS ACCESSION DEED IS MADE ON THE 20<sup>th</sup> DAY OF December 2019

BETWEEN:

- (1) **RADFORD GROUP CONSTRUCTION LIMITED**, a company incorporated in England and Wales (company number 11046907) whose registered office is at C/O Blick Rothenberg Limited 1st Floor, 7-10 Chandos Street, London, United Kingdom, W1G 9DQ (the "**Acceding Chargor**");
- (2) **FCFM GROUP INVESTMENTS I LIMITED** (the "**Lender**"); and
- (3) **RADFORD GROUP HOLDINGS LIMITED**, a company incorporated in England and Wales (company number 11088787) whose registered office is at C/O Blick Rothenberg Limited, 7-10 Chandos Street, London, United Kingdom, W1G 9DQ (the "**Company**"),

and is supplemental to a debenture dated 21 August 2018 between, amongst others, the Lender and the Company (the "**Debenture**").

This Deed witnesses as follows:

1. Terms defined in the Debenture have the same meaning when used in this Deed unless given a different meaning in this Deed.
2. The Acceding Chargor confirms that it has been supplied with a copy of the Debenture and that it is a Subsidiary of the Company.
3. The Acceding Chargor accedes to the Debenture with effect from the date of this Deed as a Chargor as if it were named in the Debenture as a Chargor (but so that the security created on this accession will be created on the date of this Deed).
4. Without prejudice to the generality of paragraph 3 above:
  - a. all security created under this Deed is in favour of the Lender and is security for the payment, discharge and performance of the Secured Liabilities; and
  - b. all security created under this Deed is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
5. The Acceding Chargor, as continuing security for payment and discharge of the Secured Liabilities, mortgages, charges and assigns to the Lender all its business, undertaking and assets on the terms of clause 3 (Charges) of the Debenture provided that:
  - a. the Land charged by way of legal mortgage shall be the Land referred to in Parts 1 and 2 of the Schedule to this Deed;
  - b. the Intellectual Property shall be the Intellectual Property referred to in Part 3 of the Schedule to this Deed;
  - c. the Securities shall be the Securities referred to in Part 4 of the Schedule to this Deed; and
  - d. the Material Contracts assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Material Contracts set out in Part 5 of the Schedule to this Deed.
6. The Additional Chargor hereby makes the representations and warranties set out in Clause 6 (Representations and Warranties) of the Debenture.

7. The Chargor and the Lender apply to the Land Registry for the following to be entered into on the register of the title to any Land now or in the future owned by the Chargor:

- a. a restriction in the following terms:

*"No disposition of the registered estate by the registered proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated 21 August 2018 in favour of the Proprietor referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer."*

8. The Company for itself, and as agent for the Chargors under the Debenture, agrees to all matters provided for in this Deed.
9. The Acceding Chargor acknowledges that other persons may be added to, or released from, the Debenture without the Acceding Chargor's consent.
10. The Debenture continues in full force and effect and the Debenture and this Accession Deed shall be read and construed as one document.
11. A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
12. This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

**EXECUTED AND DELIVERED AS A DEED on the date written above.**

14.1.1 Schedule to accession deed

14.1.2 Part

1

Real Property - Registered Land

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14.1.3 Part

2

Real Property - Unregistered Land

--

14.1.4 Part

3

Intellectual Property

--

14.1.5 Part

4

Securities

--

14.1.6 Part

5

Material Contracts

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**SIGNATORIES (TO ACCESSION DEED)**

**The Acceding Chargor**

**SIGNED as a DEED by**

**RADFORD GROUP CONSTRUCTION LIMITED**

acting by a director in the presence of:

Director

Witness signature

Name (in block capitals)

Address

Occupation

**The Company**

**SIGNED as a DEED by**

**RADFORD GROUP HOLDINGS LIMITED**

acting by a director in the presence of:

Director

Witness signature

Name (in block capitals)

Address

Occupation

**The Lender**

**SIGNED as a DEED by**

Signed on behalf of FCFM GROUP INVESTMENTS I LIMITED

Witness signature

Name (in block capitals)

Address

Occupation

MONIA-LISA NKANSAHI

DATED 21 AUGUST 2018

**Radford Group Holdings Limited**  
as Chargor

**FCFM Group Investments I Limited**  
as Lender

**DEBENTURE**

in respect of Radford Group Holdings Limited

*Certified to be a true copy of  
the original document seen  
by me*

*T. B.*  
TORY BUNDY

05/09/18

CHARTERED ACCOUNTANT  
39 SLOANE STREET  
SW1X 9LP

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DATED

21 AUGUST 2018

**PARTIES**

- (1) **RADFORD GROUP HOLDINGS LIMITED** (company number 11088787) whose registered office is at Unit A Homefield Road, Haverhill, Suffolk, CB9 8QP (the "**Radford**")
- (2) **FCFM GROUP INVESTMENTS I LIMITED** (company number 04393316) whose registered office is at 39 Sloane Street, Knightsbridge, London, England, SW1X 9LP (the "**Lender**")

**BACKGROUND**

- (A) The Lender has agreed to advance monies to the Borrower on the security created by this Deed.
- (B) The Chargor has agreed to charge its assets as security to the Lender as set out in this Deed to secure the payment and discharge of the Liabilities.

**OPERATIVE PROVISIONS**

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed:

"**Accession Deed**" means a deed substantially in the form set out in Schedule 4.

"**Accounts**" means the accounts details of which are set out in Schedule 1.

"**Act**" means the Law of Property Act 1925.

"**Additional Chargor**" means a company which becomes an additional Chargor pursuant to Clause 13.

"**Borrower**" means the Chargor, in its capacity as borrower under the Facility Agreement.

"**Borrower Party**" shall have the meaning ascribed to it by the Facility Agreement.

"**Charged Assets**" means each and all of the assets, property, undertaking and other interests from time to time mortgaged, assigned or charged or intended to be mortgaged, assigned or charged by this Deed and the subject matter of each of them.

"**Charged Property**" means any freehold or leasehold property from time to time charged pursuant to this Deed.

"**Chargor**" means Radford and any Additional Chargors.

"**Development Documents**" means any building contracts, sub-contracts, appointments, collateral warranties and other contracts entered into or to be entered into by the Chargor in respect of the Property.

**"Disposal Proceeds"** means all capital monies or other sums or other consideration paid or payable in respect of the disposal of the Chargor's interest in all or any part of the Property.

**"Facility Agreement"** means a facility agreement dated on or about the date of this Deed and made between (1) the Lender (2) Radford and any agreement entered into under or supplemental to it or amending, restating or novating it.

**"Finance Document"** shall have the meaning ascribed to it by the Facility Agreement.

**"Hedging Arrangement"** means any currency swap or interest rate hedging arrangement in relation to currency fluctuations or interest payments entered into or to be entered into by the Chargor.

**"Insurance Policy"** means any policy of insurance in which the Chargor may at any time have an interest.

**"Intellectual Property"** means any rights in respect of any patent, copyright, trade mark, trade name, service mark, invention, design, knowhow, confidential information, domain names or any other kind of intellectual property whether registered or unregistered and any registration or application relating to any of the foregoing.

**"Liabilities"** means all monies, obligations and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from each Borrower Party to the Lender under the Finance Documents whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety.

**"Licences"** means each and all of the grants, authorities, licences, quotas, certificates and justices and excise licences now or in the future attached to the Charged Assets and/or the business of the Chargor.

**"Obligor"** means any party to a Finance Document (other than the Lender).

**"Occupational Lease"** means any lease, agreement for lease, licence or other occupational interest subject to which the Chargor's interest in the Property is held now or in the future including any guarantee and rent deposit arrangements entered into under the terms of them.

**"Party"** means a party to this Deed.

**"Permitted Security Interest"** means any Security Interest arising under the Security Documents.

**"Property"** means any property acquired by the Chargor on or after the date of this Deed.

**"Receiver"** means any receiver or receiver and manager appointed by the Lender under this Deed (whether sole, joint and/or several and including any substitute).

**"Regulations"** means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements.

**"Related Rights"** means, in relation to any asset:

- (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, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) all monies and proceeds paid or payable in respect of that asset,

both present and future (including all rights against any trustee, nominee, fiduciary or clearing system).

**"Relevant Contracts"** means each and all of the following both present and future:

- (a) the Development Documents;
- (b) each contract in respect of any disposal of any Charged Asset;
- (c) each Occupational Lease;
- (d) the Licences;
- (e) any managing agent's agreement; and
- (f) all other agreements, in which the Chargor has an interest,

in each case, including any guarantees or sureties entered into in respect of them.

**"Rent"** means all sums paid or payable to or for the benefit of the Chargor arising from the letting, use or occupation of all or any part of the Property, including, without limitation:

- (a) rents, licence fees and equivalent sums reserved or made payable;
- (b) sums received from any deposit held as security for performance of any tenant's obligations;
- (c) proceeds of insurance in respect of loss of rent or interest on rent;
- (d) receipts from or the value of consideration given for the grant, surrender or variation of any Occupational Lease;
- (e) any service charge payments;
- (f) proceeds paid for a breach of covenant or dilapidations under any Occupational Lease in relation to the Property and for expenses incurred in relation to any such breach;
- (g) any contribution to a sinking fund paid by an occupational tenant under an Occupational Lease;
- (h) any contribution by an occupational tenant of the Property to ground rent due under any lease out of which the Chargor derives its interest in the Property;

- (i) any payment from a guarantor or other surety in respect of any of the items listed in this definition;
- (j) interest, damages or compensation in respect of any of the items in this definition; and
- (k) any amount which represents VAT chargeable in respect of any such sum.

**"Security Interest"** means any mortgage, pledge, lien, charge, security assignment, hypothecation, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset.

**"VAT"** means:

- (a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- (b) any other tax of similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere.

## 1.2 **Construction**

- 1.2.1 Unless the contrary intention is expressed, all defined terms in the Facility Agreement have the same meaning here.
- 1.2.2 The construction provisions set out at clause 1.2 (Construction) of the Facility Agreement shall apply equally to this Deed.
- 1.2.3 If any provision of this Deed shall conflict with any term of the Facility Agreement then the relevant term of the Facility Agreement shall prevail.
- 1.2.4 The Chargor gives the same representations and undertakings to the Lender as given by the Borrower Parties under clauses 9 (Representations) of the Facility Agreement.
- 1.2.5 Clauses 10 (Payments to the Lender) and 10.2 (No set-off by the Borrower) of the Facility Agreement are incorporated in this Deed in each case as if set out in full and with necessary changes and as if each reference to 'Borrower Party' in those clauses was a reference to the Chargor.
- 1.2.6 Reference to the Chargor shall include each and every one.

## 1.3 **Disposition of Property**

The terms of any other Finance Document and of any side letters between the parties to this Deed are incorporated into each Finance Document to the extent required for the purported disposition of the Property 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.

## **2 COVENANT FOR PAYMENT**

### **2.1 Covenant to pay**

The Chargor covenants with the Lender that it will:

- (a) on demand, pay and discharge each and all of the Liabilities when due; and
- (b) indemnify and keep the Lender indemnified from and against all actions, charges, claims, costs, damages, proceedings and other liabilities occasioned by any breach of any covenants or other obligations of the Chargor to the Lender.

### **2.2 Survival of obligations**

The payment obligations of the Chargor under the Finance Document shall survive the enforcement of the whole or any part of the Charged Assets.

## **3 SECURITY**

### **3.1 General**

All the security created under this Deed is created in favour of the Lender as continuing security for the payment and discharge of the Liabilities with full title guarantee.

### **3.2 Mortgage**

The Chargor charges by way of legal mortgage any freehold or leasehold property now vested in the Chargor.

### **3.3 Fixed charge**

The Chargor charges by way of fixed charge each of the following including all rights of enforcement of the same:

- (a) its interest in any freehold or leasehold property acquired after the date of this Deed;
- (b) its interest in the Relevant Contracts;
- (c) all fixtures, fittings, plant, machinery, manuals and other chattels present and future in respect of any Charged Property and all guarantees and warranties in respect of any of them;
- (d) all easements, licences and other rights present and future relating to any Charged Property in which it has an interest;
- (e) the Accounts and any other accounts of the Chargor present and future to the extent in either case that they are maintained with the Lender and the debts represented by them;
- (f) its Intellectual Property present and future;
- (g) if applicable its uncalled capital;

- (h) its goodwill; and
- (i) all Related Rights in respect of the above and in respect of the properties referred to in Clause 3.2 (*Mortgage*).

#### 3.4 **Assignment**

The Chargor assigns absolutely subject to the provisions of Clause 10 (*Discharge*) each of the following including all rights of enforcement of the same:

- (a) all future Rent;
- (b) the Disposal Proceeds;
- (c) all book debts and other debts present and future payable to the Chargor;
- (d) the Accounts and any other accounts of the Chargor present and future not charged by Clause 3.3 (*Fixed charge*) and the debts represented by them;
- (e) all monies payable to it under any Insurance Policies;
- (f) the benefit of the copyright and similar rights vested in it, present and future, in connection with any Charged Property;
- (g) all causes of action and other rights and remedies in which it has an interest at any time;
- (h) all monies payable to it under any Hedging Arrangement present and future;
- (i) the benefit of any monies paid or payable to it from time to time by way of compensation, endowment, gift, grant or otherwise;
- (j) its interest from time to time in any VAT recoveries; and
- (k) all Related Rights in respect of the above.

#### 3.5 **Floating charge**

The Chargor charges by way of floating charge all its assets, property and undertaking both present and future.

#### 3.6 **Application of charges**

The charges created under this Deed expressed to be:

- (a) fixed charges, shall only apply to the extent that they create fixed security; and
- (b) floating charges, shall not apply to any Charged Asset which is the subject of any fixed security under this Deed.

## **4 CRYSTALLISATION OF FLOATING CHARGE**

### **4.1 Crystallisation by notice**

The Lender may at any time by notice in writing to the Chargor convert the floating charge created by Clause 3.5 (*Floating charge*) with immediate effect into a fixed charge as regards any Charged Assets specified in the notice if:

- (a) An Event of Default has occurred;
- (b) the Lender considers that any of the Charged Assets may be in jeopardy or in danger of being seized, attached, charged, taken possession of or sold under any form of legal process; or
- (c) the Lender considers that it is necessary or desirable to do so in order to protect the priority of the Security intended to be conferred by this Debenture.

### **4.2 Automatic crystallisation**

Notwithstanding Clause 4.1 (*Crystallisation by notice*) and without prejudice to any law which may have a similar effect, the floating charge created by Clause 3.5 (*Floating charge*) will convert automatically with immediate effect into fixed charges as regards all the assets subject to the floating charge if:

- (a) the Chargor creates or attempts to create any Security Interest (other than a Permitted Security Interest) over any Charged Assets;
- (b) any steps are taken (including the giving of notice, the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or receiver in respect of the Chargor or over all or any part of its assets, or if such person is appointed;
- (c) any other floating charge over any of the Charged Assets crystallises; or
- (d) in any other circumstances prescribed by law.

## **5 PERFECTION OF SECURITY**

### **5.1 Insolvency Act**

For the purposes of paragraph 43 of schedule A1 to the Insolvency Act 1986 nothing in this Deed shall provide for:

- (a) the obtaining of a moratorium in respect of the Chargor pursuant to section 1A of the Insolvency Act 1986; or
- (b) anything done with a view to obtaining such a moratorium,

to be an event causing the floating charge created by this Deed to crystallise or causing restrictions which would not otherwise apply to being imposed on the disposal of property by the Chargor or a ground for the appointment of a Receiver.

## 5.2 Further assurance

The Chargor shall execute and do at its own cost and in such form as is reasonably required by the Lender:

- (a) such further additional mortgages, charges, assignments, transfers and conveyances; and
- (b) such assurances, deeds, documents, acts and things,

as the Lender may reasonably require to perfect or protect the security created by this Deed and/or to facilitate or effect any dealing with the Charged Assets in connection with this Deed.

## 5.3 Notices

5.3.1 If the Lender from time to time so requests, the Chargor shall serve a notice in the form set out in:

- (a) Schedule 3, Part 1 (*Notice of assignment or charge of Contract*) in respect of contracts charged or assigned pursuant to Clause 3 (*Security*);
- (b) Schedule 3, Part 2 (*Notice of assignment or charge of account*) in respect of Accounts charged or assigned pursuant to Clause 3 (*Security*); and
- (c) Schedule 3, Part 3 (*Notice of assignment of Rent*) in respect of Rent assigned pursuant to Clause 3 (*Security*).

5.3.2 The Chargor shall use all reasonable endeavours to procure that the party to whom a notice served pursuant to Clause 5.3.1 is addressed completes and returns to the Lender an acknowledgement in the form of Part B of the relevant notice.

## 5.4 Restriction

5.4.1 The Chargor authorises the Lender to make an application on Form RX1 (or such other form as may be prescribed from time to time) to enter the following restriction against the relevant registered estate:

*"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered Charge, not being a Charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of [●] referred to in the Charges Register (or its conveyancer)."*

5.4.2 The Chargor authorises the Lender to apply to the Land Registry to enter the obligation to make further advances on the charges register of the relevant registered estate.

## 6 RESTRICTIONS ON DEALINGS

### 6.1 Security Interest

Except as expressly allowed under the Facility Agreement or this Deed, the Chargor shall not create or permit to subsist any Security Interest over any of its Charged Assets or any part of a Charged Asset.

## **6.2 Disposals**

Except as expressly allowed under the Facility Agreement or this Deed, the Chargor shall not sell, lease, transfer or otherwise dispose of any of its Charged Assets or any part of a Charged Asset.

## **7 RIGHTS OF ENFORCEMENT**

### **7.1 Enforcement**

7.1.1 The Liabilities shall be deemed to have become due for the purposes of section 101 of the Act immediately upon the date of this Deed.

7.1.2 The Security created by this Debenture shall become enforceable immediately:

- (a) Upon an Event of Default;
- (b) on demand;
- (c) if the Chargor requests the Lender to exercise any of its powers under this Debenture; or
- (d) if the Lender so requires to protect its interests under this Debenture.

7.1.3 The restrictions imposed by section 103 of the Act shall not apply to the security created by this Deed.

7.1.4 In addition to all other protection afforded by statute, every purchaser (as defined by section 205 of the Act) or other party dealing with the Lender or any Receiver shall be entitled to assume without enquiry that an Event of Default has occurred, that the Liabilities are outstanding and have become due and that the floating charge created by this Deed has crystallised.

### **7.2 Lender's and Receiver's powers and rights**

7.2.1 The Lender shall have the power:

- (a) to appoint a Receiver of the whole or any part of the Charged Assets and (so far as the law allows) to remove and/or substitute any such appointee;
- (b) to appropriate any Charged Assets in accordance with Clause 7.3 (*Right of appropriation*); and
- (c) to appoint an administrator of the Chargor, and paragraph 14 of schedule B1 of the Insolvency Act 1986 shall apply to this Deed.

7.2.2 The Lender (without becoming a mortgagee in possession) and/or any Receiver (without personal liability) shall have the power to exercise:

- (a) all statutory and other powers and rights (including the powers conferred upon an administrative receiver by Schedule 1 to the Insolvency Act 1986 whether or not the Lender and/or any Receiver is an administrative receiver); and

- (b) the powers and rights specified in Schedule 2 (*Lender's and Receiver's powers*),

and may exercise them in the name of the Chargor and in such manner and on such terms as the person exercising them shall in its sole absolute discretion consider appropriate.

**7.3 Right of appropriation**

To the extent that any of the Charged Assets constitute "financial collateral" and this Deed and the obligations of the Chargor under it constitute a "financial collateral arrangement" (in each case as defined in, and for the purposes of, the Regulations), the Lender shall have the right to appropriate all or any part of it in or towards discharge of the Liabilities and transfer title in and to it to the Lender. For this purpose, the Parties agree that the value of the financial collateral so appropriated shall be, in the case of cash, the amount standing to the credit of each account, together with any accrued but unpaid interest, at the time the right of appropriation is exercised. The Parties agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

**7.4 Receiver as agent**

So far as the law allows, a Receiver shall be the agent of the Chargor, who shall be solely liable for his acts, defaults and remuneration, but the Lender shall be entitled to agree the fees and expenses of and the mode of payment to the Receiver.

**7.5 Receiver's joint and several powers**

Where more than one Receiver is appointed under this Deed, they shall have power to act separately unless the Lender in the appointment specifies to the contrary.

**7.6 Further powers**

If the Chargor defaults in the observance and performance of any obligation to the Lender, the Lender or its agents (without any of them becoming a mortgagee in possession) may at any time (but shall not be obliged to) do such things as it considers necessary to remedy the default.

**7.7 Power of attorney**

- 7.7.1 The Chargor by way of security irrevocably appoints the Lender and every Receiver jointly and severally to be its attorney (with full power of substitution) in its name and on its behalf to execute and deliver any documents and do or perfect anything which the Lender and/or the Receiver shall consider appropriate for perfecting, maintaining, preserving, enhancing or enforcing the security created by this Deed and/or the value of any of the Charged Assets and/or for the purpose of enforcing the performance of the Chargor's obligations in connection with this Deed.

- 7.7.2 The Chargor ratifies and confirms all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of its powers.

## **8 APPLICATION OF RECEIPTS**

### **8.1 Priority of payment**

Subject to sums secured by Security Interests having priority to the Security Interests created by this Deed, all monies received by the Lender and/or any Receiver in the enforcement of this Deed shall (subject as follows) be applied in the following order, in payment:

- (a) **firstly**, of all fees, costs, charges, taxes, liabilities and expenses in relation to any enforcement of this Deed (including in relation to any Receiver whether on its own behalf or on behalf of the Chargor or otherwise);
- (b) **secondly**, (in so far as not contemplated by Clause 8.1(a)) of all fees, costs, charges, taxes, liabilities and expenses and other sums of the Lender in relation to the Finance Documents; and
- (c) **finally**, to the Lender for distribution in accordance with the Facility Agreement.

### **8.2 Crediting to suspense account**

The Lender or any Receiver may credit any monies received from the enforcement of this Deed to any suspense account in any manner and for such period as the Lender or that Receiver thinks fit.

## **9 NOTICES**

The provisions as to notices set out in the Facility Agreement will apply to this Deed as if set out in full here, except that the address for the Chargor shall be:

Address:

Contact name:

Email:

## **10 DISCHARGE**

10.1.1 If the Lender is satisfied that the Liabilities have been unconditionally and irrevocably paid, repaid and discharged in full, the Lender will, at the request and cost of the Chargor, discharge this Deed.

10.1.2 No discharge will be of any effect if any security or payment given or made in respect of the Liabilities is rescinded, avoided, reduced or invalidated whether in respect of any insolvency or otherwise.

## **11 ASSIGNMENT AND TRANSFER**

### **11.1 Assignment by the Chargor**

The Chargor may not assign transfer or otherwise part with its rights or obligations under this Deed.

**11.2 Assignment by the Lender**

The Lender may each at any time transfer, assign or novate all or any part of its respective rights, benefits or obligations under this Deed in accordance with the provisions of the Facility Agreement.

**12 GENERAL PROVISIONS**

**12.1 Trust provisions**

The covenants, undertakings and representations made by the Chargor under this Deed are made in favour of the Lender.

**12.2 Immediate recourse**

It shall not be necessary for the Lender before taking any enforcement under this Deed to enforce or seek to enforce any guarantee or other security or other rights whether from or against the Chargor or any other person.

**12.3 Merger**

This Deed is in addition to and will not merge in or in any way be prejudiced or affected by the Lender taking or holding or releasing any other Security Interest at any time, and likewise any such other Security Interest is in addition to and will not merge in or in any way be prejudiced or affected by this Deed.

**12.4 Prior Security**

The Lender may, at any time after this Deed has become enforceable, redeem or transfer to itself any prior Security Interest against the Charged Assets and may settle and pass the accounts of the prior chargee (which shall be binding on the Chargor). All principal monies, interest, costs, charges and expenses of and incidental to such redemption or transfer shall be paid by the Chargor to the Lender on demand.

**12.5 No liability in relation to the Charged Assets**

None of the provisions of this Deed shall be deemed to impose on the Lender or imply on their part any obligation or other liability in relation to the Charged Assets.

**12.6 Tacking**

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

**12.7 Consolidation**

The restriction on the right of consolidating mortgage securities contained in section 93 of the Act shall not apply to the security created by this Deed.

**12.8 Rights of third parties**

12.8.1 Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

12.8.2 The Parties and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed without the consent of a third party to whom an express right to enforce any of its terms has been provided.

12.9 **Partial invalidity**

The illegality, invalidity or unenforceability for whatever reason of any provision of this Deed in any jurisdiction, shall not affect the legality, validity or enforceability of that provision in any other jurisdiction or the legality, validity or enforceability of the remaining provisions in any jurisdiction.

12.10 **Effect as a deed**

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Lender.

12.11 **Counterparts**

This Deed may be executed in any number of counterparts. This shall have the same effect as if the signatures on the counterparts were on a single copy of this Deed.

12.12 **Remedies and waivers**

No failure to exercise, nor any delay in exercising, on the part of the Lender any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and are not exclusive of any right or remedies provided by law.

12.13 **Chargor's obligations**

Neither the Security Interests created under this Deed nor the obligations of the Chargor under this Deed will be affected by any act, omission, matter or thing which, but for this Clause 12.13 (*Chargor's obligations*), would reduce, release or prejudice that security or any of its obligations under this Deed (without limitation and whether or not known to it or the Lender) including:

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

- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and whether or not more onerous), or replacement, assignment, avoidance or termination of any Finance Document or any other document or Security Interest including any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or Security Interest;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security Interest; or
- (g) any insolvency or similar proceedings.

#### 12.14 **Chargor intent**

Without prejudice to the generality of Clause 12.13 (*Chargor's obligations*), the Chargor expressly confirms that it intends that the Security Interests created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following:

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

#### 12.15 **Appropriations**

Until the Liabilities have been irrevocably paid in full, the Lender (or trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by the Lender (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from the Chargor or on account of the Chargor's liability under this Deed.

## **12.16 Deferral of Chargor's rights**

12.16.1 Until the Liabilities have been irrevocably paid in full and unless the Lender otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Deed:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any other guarantor of an Obligor's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Lender;
- (d) to take any Security Interest from any Obligor in respect of that Obligor's liability under this Deed or apply for or seek to enforce any order for marshalling;
- (e) to bring legal or other proceedings for an order requiring an Obligor to make any payment, or perform any obligation, in respect of which the Chargor has given a guarantee, undertaking or indemnity under this Deed;
- (f) to exercise any right of set-off against an Obligor; and/or
- (g) to claim or prove as a creditor of an Obligor in competition with the Lender.

12.16.2 If the Chargor receives any benefit, payment or distribution in relation to any rights referred to in Clause 12.16.1 it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Lender by an Obligor under or in connection with the Finance Documents to be repaid in full on trust for the Lender and shall promptly pay or transfer the same to the Lender or as the Lender may direct for application in accordance with Clause 8 (*Application of receipts*).

## **13 ADDITIONAL CHARGOR**

13.1 Each Group Company shall become an Additional Chargor and shall deliver to the Lender:

- 13.1.1 a duly completed and executed Accession Deed; and
- 13.1.2 and other evidence listed in Part 2 of 0 (*Additional Chargors*) in relation to that Additional Chargor, each in form and substance satisfactory to the Lender.

## **14 LAW AND JURISDICTION**

### **Governing law**

This Deed and any non-contractual obligations arising out of or in relation to this Deed, shall be governed by English law.

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

**Schedule 1  
The Accounts**

Bank:

[REDACTED]

Account no:

[REDACTED]

Sort code:

[REDACTED]

**Schedule 2**  
**Lender's and Receiver's powers**

**1 Conduct of business**

**(a) Carry on business**

To carry on, manage, develop, reconstruct, amalgamate, diversify and/or conduct the business of the Chargor in all respects and for such purpose to:

- (i) enter upon and take possession, get in, collect or otherwise assume control in respect of all or any of the Charged Assets; and/or
- (ii) acquire any property, chattels, plant, machinery and materials.

**(b) Formation of companies**

To promote the formation of companies with a view to the same purchasing, leasing, licensing or otherwise acquiring any of the Charged Assets and to arrange for such companies to trade or cease to trade in all cases.

**(c) Compromise claims**

To compromise any claim relating to the Charged Assets.

**(d) Borrowing and advancing**

To borrow, raise or advance money whether or not in priority to the Liabilities and with or without security.

**(e) VAT**

To assume and exercise all or any of the power and rights conferred on the Chargor in respect of its value added tax status, liabilities, advantages or arrangements.

**(f) Employees**

To:

- (i) enter into, adopt and/or terminate any contract of employment; and
- (ii) employ solicitors, architects, surveyors, quantity surveyors, estate agents, contractors, builders, workmen, stockbrokers and others.

**2 Dealing with the Chargor's assets**

**(a) Possession**

To enter upon and take possession of, get in, use and/or collect any Charged Asset.

**(b) Payments**

To pay any rent or other outgoings and payments charged on or otherwise relating to the Charged Assets or their ownership, occupation or use.

(c) Receipts

To give receipts and releases for any sums received.

(d) Carry on works

To undertake any works, demolition, building, reconstruction, improvement, repair or decoration in respect of any of the Charged Assets which consist of property, buildings, structures, plant, machinery or equipment as it thinks fit and whether or not in accordance with any obligations imposed by the Facility Agreement.

(e) Assumption of rights

To assume, exercise, cancel and/or vary all or any of the powers and rights conferred on the Chargor under any Charged Asset.

(f) Insurance

To effect insurances on such terms as it thinks fit.

(g) Planning permissions and consents

To obtain all necessary planning permissions, building regulation approvals and other permissions, consents or licences in relation to any development or use of the Charged Assets.

(h) Acquisition of property

To acquire any adjoining property and/or easements, interests or estates in property and to grant easements and rights.

(i) Negotiation

To negotiate and conclude reviews of rent and otherwise deal in relation to the Occupational Leases and the tenants' and guarantors' respective obligations under them.

**3 Disposals**

(a) Selling

To sell or otherwise realise and deal with, and transfer title to, the Charged Assets, in return for such consideration as it thinks fit and whether or not:

- (i) for immediate or deferred consideration;
- (ii) in return for a single payment or instalments; and
- (iii) for consideration wholly or partly in cash, property or securities in whatever form,

and in all cases the terms of which shall bind any subsequent mortgagee.

(b) Leasing

To grant, create or surrender any lease, tenancy, licence or other agreement relating to the disposal of or other dealing with the Charged Assets on such terms as it thinks fit and:

- (i) with or without any rent, review of rent, fine or premium; and
- (ii) whether absolutely or for a term,

and in all cases the terms of which shall bind any subsequent mortgagee.

4 **General**

(a) General powers

To do or abstain from doing all such things as it considers necessary or desirable for perfecting, maintaining, preserving or enhancing the value of any of the Charged Assets or for or in connection with the enforcement of the security charges created by this Deed or the realisation of any of the Charged Assets, whether or not in accordance with the Facility Agreement, including:

- (i) executing, delivering and completing all or any deeds or other documents;
- (ii) using the name of the Chargor in connection with any of the purposes in this Schedule 2 (*Lender's and Receiver's powers*);
- (iii) commencing, carrying out and completing any acts, matters, proceedings in relation to any Charged Asset as if it were the sole and absolute beneficial owner of the Charged Assets; and
- (iv) obtaining, entering into and maintaining any bonds, covenants, commitments, engagements, guarantees and indemnities or other like arrangements.

(b) General

All its powers and discretions under this Deed shall be:

- (i) exercisable on such terms and conditions and otherwise as it may think fit; and
- (ii) as if it were the absolute and beneficial owner.

**Schedule 3  
Notices**

**Part 1  
Notice of assignment or charge of Contract**

**Part A**

From: Radford Group Holdings Limited (the "**Chargor**")

To: *[Details of Party to Contract]*

Date: [•]

Dear Sirs

**[Description of Relevant Document] (the "Contract")**

We refer to:

- (a) the Contract; and
- (b) the debenture (the "**Security Deed**") dated [•] made between (1) the Chargor and (2) FCFM Group Investments I Limited (the "**Lender**")

We give you notice that pursuant to the Security Deed, we have charged and/or assigned all of our present and future right, title, interest and benefit in, under and to the Contract (including all monies payable to us under the Contract) to the Lender.

We irrevocably and unconditionally instruct and authorise you:

- (a) that all our rights in connection with the Contract are exercisable by (or with the consent of) the Lender; and
- (b) to disclose any information relating to the Contract which the Lender may from time to time request.

No amendment, waiver or release of any right or obligation in connection with the Contract and no termination or rescission of the Contract by us shall be effective without the prior written consent of the Lender and in any event no such termination or rescission shall be effective unless you have given notice to the Lender.

Notwithstanding anything in this notice or otherwise we (and not the Lender nor its appointees) shall be liable under the Contract to perform all the obligations assumed by us under it.

The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Lender together give you notice in writing revoking them.

This letter shall be governed by and construed in accordance with the laws of England.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Lender.

Signed .....  
For and on behalf of the Chargor

**Part B - Receipt of notice of assignment or charge of Contract**

From: *[Details of party to Contract]*

To: FCFM Group Investments I Limited  
39 Sloane Street  
Knightsbridge  
London  
England  
SW1X 9LP

For the attention of Jason Granite

Date: [●]

We acknowledge receipt of the notice in the above terms. We confirm our acceptance of the instructions and authorisations contained in the notice and further confirm that:

- (a) we have not received notice of any previous assignments or charges of or over the Contract; and
- (b) we agree and will comply with the matters set out in that notice.

Signed .....  
For and on behalf of *[details of party to Contract]*

**Part 2**  
**Notice of assignment or charge of account**

**Part A**

**From:** Radford Group Holdings Limited (the "**Chargor**")

**To:** *[Details of provider of the relevant Account]*

Date: [●]

Dear Sirs

**[Description of relevant Account] (the "Account")**

We refer to the:

- (a) the Account (which expression shall include all monies standing to the credit of such account now or in the future);
- (b) a debenture (the "**Security Deed**") dated [●] made (1) the Chargor and (2) FCFM Group Investments I Limited (the "**Lender**")

We give you notice that pursuant to the Security Deed, all of our present and future right, title, interest and benefit in, under and to the Account were assigned and/or charged to the Lender.

We irrevocably and unconditionally instruct and authorise you:

- (a) not to release any monies from the Account without the prior written consent of the Lender;
- (b) that all our rights in connection with the Account are exercisable by (or with the consent of) the Lender; and
- (c) to disclose any information relating to the Account which the Lender may from time to time request.

By countersigning this letter you confirm that:

- (a) you do not have, and will not make or exercise, any claims or demands, any rights of counterclaim, rights of deduction, set-off or any other equities against us or the Lender in respect of the Account; and
- (b) no amendment, waiver or release of any right or obligation in connection with the Account and no termination or rescission of the Account by us shall be effective without the prior written consent of the Lender and in any event no such termination or rescission shall be effective unless you have given notice to the Lender.

Notwithstanding anything in this notice or otherwise we (and not the Lender nor its appointees) shall be liable to perform all the obligations assumed by us in respect of the Account.

The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Lender together give you notice in writing revoking them.

This letter shall be governed by and construed in accordance with the laws of England.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Lender.

Signed .....  
For and on behalf of the Chargor

**Part B - Receipt of notice of assignment or charge of account**

From: *[Details of provider of the relevant Account]*

To: FCFM Group Investments I Limited  
39 Sloane Street  
Knightsbridge  
London  
England  
SW1X 9LP

For the attention of Jason Granite

Date: [●]

**[Description of relevant Account]**

We acknowledge receipt of the notice in the above terms. We confirm our acceptance of the instructions and authorisations contained in the notice and confirm that:

- (a) we have not received notice of any previous assignments or charges of or over the Account; and
- (b) we agree and will comply with the matters set out in that notice.

Signed .....  
For and on behalf of *[provider of the relevant Account]*

**Part 3**  
**Notice of assignment of Rent**

**Part A**

From: Radford Group Holdings Limited (the "**Chargor**")

To: [*Details of tenant*]

Date: [●]

Dear Sirs

**[Description of Relevant Occupational Lease] (the "Occupational Lease")**

We refer to:

- (a) the Occupational Lease; and
- (b) the debenture (the "**Security Deed**") dated [●] made between (1) the Chargor and (2) FCFM Group Investments I Limited (the "**Lender**")

We give you notice that pursuant to the Security Deed, we have assigned all of our present and future right, title, interest and benefit in and to the Rent to the Lender.

In this notice:

"**Rent**" means all sums paid or payable arising from the Occupational Lease, including, without limitation:

- (a) rents and equivalent sums reserved or made payable;
- (b) sums received from any deposit held as security for performance of the tenant's obligations;
- (c) proceeds of insurance in respect of loss of rent or interest on rent;
- (d) receipts from or the value of consideration given for the grant, surrender or variation of the Occupational Lease;
- (e) any service charge payments;
- (f) proceeds paid for a breach of covenant or dilapidations under the Occupational Lease and for expenses incurred in relation to any such breach;
- (g) any contribution to a sinking fund paid under the Occupational Lease;
- (h) any contribution to ground rent due under any lease out of which the Chargor derives its interest;
- (i) interest, damages or compensation in respect of any of the items in this definition; and
- (j) any amount which represents VAT chargeable in respect of any such sum.

We irrevocably instruct and authorise you notwithstanding any previous instructions which we may have given to you to the contrary to pay all Rent to our account at [ ] (Account No. [ ]) under reference [ ] (the "**Rent Account**") or to such other account and/or bank as may from time to time be notified to you by the Lender and otherwise to act in accordance with the instructions of the Lender in connection with the Rent.

The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Lender together give you notice in writing revoking them.

This letter shall be governed by and construed in accordance with the laws of England.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Lender.

Signed

For and on behalf of the Chargor

**Part B – Receipt of notice of assignment of Rent**

From: *[Details of party to Occupational Lease]*

To: FCFM Group Investments I Limited  
39 Sloane Street  
Knightsbridge  
London  
England  
SW1X 9LP

For the attention of Jason Granite

Date: [●]

We acknowledge receipt of the notice in the above terms. We confirm our acceptance of the instructions and authorisations contained in the notice and confirm that:

- (a) we have not received notice of any previous assignments or charges of or over the Rent; and
- (b) we agree and will comply with the matters set out in that notice.

Signed

For and on behalf of *[party to Occupational Lease]*

#### **Schedule 4 Additional Chargers**

Form of Accession Deed

##### **ACCESSION DEED**

(to be registered at Companies House)

**THIS ACCESSION DEED IS MADE ON THE                      DAY OF                      20[●]**

##### **BETWEEN:**

- (1) **[●]**, a company incorporated in England and Wales (company number [●]) whose registered office is at [●] (the "**Acceding Chargor**");
- (2) **FCFM GROUP INVESTMENTS I LIMITED** (the "**Lender**"); and
- (3) **[●]**, a company incorporated in [England and Wales] (company number [●]) whose registered office is at [●] (the "**Company**"),

and is supplemental to a debenture dated [●] between, amongst others, the Lender and the Company (the "**Debenture**").

This Deed witnesses as follows:

- 1 Terms defined in the Debenture have the same meaning when used in this Deed unless given a different meaning in this Deed.
- 2 The Acceding Chargor confirms that it has been supplied with a copy of the Debenture [and that it is a Subsidiary of the Company.]
- 3 The Acceding Chargor accedes to the Debenture with effect from the date of this Deed as a Chargor as if it were named in the Debenture as a Chargor (but so that the security created on this accession will be created on the date of this Deed).
- 4 Without prejudice to the generality of paragraph 3 above:
  - 4.1 all security created under this Deed is in favour of the Lender and is security for the payment, discharge and performance of the Secured Liabilities; and
  - 4.2 all security created under this Deed is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- 5 The Acceding Chargor, as continuing security for payment and discharge of the Secured Liabilities, mortgages, charges and assigns to the Lender all its business, undertaking and assets on the terms of clause 3 (*Charges*) of the Debenture provided that:
  - 5.1 the Land charged by way of legal mortgage shall be the Land referred to in Parts 1 and 2 of the Schedule to this Deed;
  - 5.2 the Intellectual Property shall be the Intellectual Property referred to in Part 3 of the Schedule to this Deed;
  - 5.3 the Securities shall be the Securities referred to in Part 4 of the Schedule to this Deed; and

- 5.4 the Material Contracts assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Material Contracts set out in Part 5 of the Schedule to this Deed.
- 6 The Additional Chargor hereby makes the representations and warranties set out in Clause 6 (*Representations and Warranties*) of the Debenture.
- 7 The Chargor and the Lender apply to the Land Registry for the following to be entered into on the register of the title to any Land now or in the future owned by the Chargor:
- 7.1 a restriction in the following terms:
- "No disposition of the registered estate by the registered proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of the Proprietor referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its [secretary] or conveyancer."*
- 7.2 A notice that the Lender is under an obligation to make further advances on the terms and subject to the conditions of the Facility Agreement/Finance Documents and the security created by the charge dated [insert date] in favour of Metro Bank PLC has been created for the purpose of securing such further advances.
- 8 The Company for itself, and as agent for the Chargors under the Debenture, agrees to all matters provided for in this Deed.
- 9 The Acceding Chargor acknowledges that other persons may be added to, or released from, the Debenture without the Acceding Chargor's consent.
- 10 The Debenture continues in full force and effect and the Debenture and this Accession Deed shall be read and construed as one document.
- 11 A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- 12 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

**EXECUTED AND DELIVERED AS A DEED** on the date written above.

14.1.1 Schedule to accession deed

14.1.2 Part 1  
Real Property - Registered Land

--

14.1.3 Part 2  
Real Property - Unregistered Land

--

14.1.4 Part 3  
Intellectual Property

--

14.1.5 Part 4  
Securities

--

14.1.6 Part 5  
Material Contracts

--

## SIGNATORIES (TO ACCESSION DEED)

### The Acceding Chargor

**SIGNED** as a **DEED** by

[       ]

acting by a director in the presence of:

Director

Witness signature

Name

(in block capitals)

Address

Occupation

### The Company

**SIGNED** as a **DEED** by

[   ] LIMITED

acting by a director in the presence of:

Director

Witness signature

Name

(in block capitals)

Address

Occupation

### The Lender

Signed on behalf of **FCFM GROUP INVESTMENTS I LIMITED**

Authorised Signatory

## Part 2

### Conditions Precedent Required to be Delivered by an Additional Chargor

- 1 An Accession Deed, duly executed by the Additional Chargor.
- 2 A copy of the constitutional documents of the Additional Chargor.
- 3 A copy of a resolution of the board of directors of the Additional Chargor:
- 3.1 approving the terms of, and the transactions contemplated by, the Accession Deed and resolving that it execute the Accession Deed;

- 3.2 *authorising a specified person or persons to execute the Accession Deed on its behalf;*
- 3.3 *authorising a specified person or persons, on its behalf, to sign and/or despatch all other documents and notices to be signed and/or despatched by it under or in connection with the Accession Deed.*
- 4 A specimen of the signature of each person authorised by the resolution referred to in paragraph 3 above.
- 5 A copy of a resolution signed by all the holders of the issued shares of the Additional Chargor, approving the terms of, and the transactions contemplated by, the Accession Deed.
- 6 A certificate of the Additional Chargor (signed by a director) confirming that guaranteeing the Secured Liabilities would not cause any guarantee or similar limit binding on it to be exceeded.
- 7 A certificate of an authorised signatory of the Additional Chargor certifying that each copy document listed in this Part B of 0 is correct, complete and in full force and effect as at a date no earlier than the date of the Accession Deed.
- 8 A copy of any other Authorisation or other document, opinion or assurance which the Lender considers to be necessary or desirable in connection with the entry into and performance of a the transactions contemplated by the Accession Deed or for the validity and enforceability of the Accession Deed.
- 9 If available, the latest audited financial statements of the Additional Chargor.
- 10 A legal opinion in form and substance satisfactory to the lender in respect of any Chargor that is not a company incorporated in England and Wales.

EXECUTION PAGE

**Chargor**

Executed as a deed by **Radford Group Holdings Limited**  
acting by: THOMAS LEE BROWN

)  
)  
)

[Redacted Signature]

T L BROWN

Director

in the presence of:  
Name of witness:

MICHAEL DEEX

Signature of witness:

[Redacted Signature]

Address:

Occupation:

**Lender**

Executed as a deed by **FCFM Group Investments I Limited** acting by

)  
)  
)

[Redacted Signature]

in the presence of:

Director

Name of witness: HUGH MINNOCK

Signature of witness:

[Redacted Signature]

Address:

[Redacted Address]

Occupation:

[Redacted Occupation]