



Registration of a Charge

Company name: **UTILITY BIDDER HOLDINGS LIMITED**

Company number: **11438707**

Received for Electronic Filing: **03/08/2018**



Details of Charge

Date of creation: **31/07/2018**

Charge code: **1143 8707 0001**

Persons entitled: **GAVIN LEWIS WILLIAMS AND GAIL ANN WILLIAMS**

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:

FREETHS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11438707

Charge code: 1143 8707 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st July 2018 and created by UTILITY BIDDER HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd August 2018 .

Given at Companies House, Cardiff on 7th August 2018

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

FREETHS

Date:

21 July

2018

- (1) THE ENTITIES LISTED IN PART 1 OF SCHEDULE
1
- (2) GAVIN LEWIS WILLIAMS AND GAIL ANN
WILLIAMS

COMPOSITE GUARANTEE & DEBENTURE

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THIS DEED IS MADE ON

31st July

2018

PARTIES

- (1) THE ENTITIES LISTED IN PART 1 OF SCHEDULE 1 TO THIS DEED (each a "Chargor" and together the "Chargors"); and
- (2) GAVIN LEWIS WILLIAMS and GAIL ANN WILLIAMS of [REDACTED] (the "Sellers").

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 In this deed, the following definitions will apply:

Administrator	any person appointed to be an administrator of a Chargor pursuant to paragraph 14 of Schedule B1 Insolvency Act;
Business Day	any day (other than a Saturday, Sunday or public holiday) during which clearing banks in the City of London are open for normal business;
Buyer	the entity whose details are listed in the first row of the table in part 1 of schedule 1 of this deed;
Charged Assets	all property and assets from time to time charged by or pursuant to this deed (and references to the Charged Assets shall include any part of them);
Companies Act	the Companies Act 2006;
Default Interest	any interest accruing in accordance with clause 4;
Delegate	any delegate, agent or attorney appointed by the Sellers;
Equipment	all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations, apparatus and other tangible moveable property for the time being owned by a Chargor, including any

part of it and all spare parts, replacements, modifications and additions;

Event of Default

- (a) the Buyer fails to pay on the due date any money or to discharge any obligation and liability payable by it from time to time to the Sellers pursuant to the Transaction Documents;
- (b) any step is taken (including the making of an application or the giving of any notice) by a Chargor or by any other person to appoint an Administrator;
- (c) any step is taken (including the making of an application or the giving of any notice) by a Chargor or by any other person to wind up or dissolve any Chargor or to appoint a liquidator, trustee, manager or receiver, administrative receiver or similar officer of any Chargor or any part of a Chargor's undertaking or assets;
- (d) the making of a request by a Chargor for the appointment of a Receiver; and/or
- (e) any analogous procedure or step to those listed in (b) to (d) above is taken under the laws of any Relevant Jurisdiction;

Financial Collateral

shall have the meaning given to that expression in the Financial Collateral Regulations;

Financial Collateral Regulations

the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226);

Insolvency Act

the Insolvency Act 1986;

Insurances

any policies of insurance in which a Chargor has an interest from time to time;

Intellectual Property

all intellectual property rights or equivalent, including:

- (a) patents, utility models, trade marks and service marks, business names, domain names, rights in get-up and trade dress, goodwill and right to sue for passing off or unfair competition, copyright and neighbouring and related rights, moral rights, rights in designs, rights in and to inventions, plant variety rights, database rights, rights in computer software and topography rights;
- (b) registrations and applications for any or all of the rights in (a) above, together with the right to apply for registration of and be granted, renewals, extensions or and right to claim priority from such rights; and
- (c) rights to use and protect the confidentiality of confidential information (including, know-how, trade secrets,, technical information, customer and supplier lists) and any other proprietary knowledge and/or information of whatever nature and howsoever arising,

in each case whether registered or unregistered and together with any rights or types of protection of the same or of a similar nature to those listed in (a), (b) or (c) which subsist or may subsist in the future anywhere in the world and in each case for their full term (including any reversions or extensions) and/or effect;

LPA

the Law of Property Act 1925;

Party

a party to this deed;

Permitted Disposal

a disposal that is not prohibited by the terms of any of the Transaction Documents of any Charged

Asset charged by way of uncrystallised floating charge only for market value in the ordinary course of business;

Permitted Security

- (a) liens and rights of set-off securing obligations which are not overdue beyond their standard payment dates, arising by operation of law in the ordinary and usual course of trading over property other than land;
- (b) any Security arising out of title retention provisions in a supplier's standard conditions of supply of goods acquired in the ordinary and usual course of trading; or
- (c) any Security granted in terms of the Transaction Documents or with the prior written approval of the Sellers or in favour of the Sellers.

Property

any freehold and leasehold property that is a Charged Asset;

Receivables

- (a) all present and future book and other debts, Rental Income, royalties, fees, VAT and monetary claims due or owing to a Chargor and all other amounts recoverable or receivable by a Chargor from other persons or due or owing to a Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever);
- (b) the benefit of all rights and remedies of any nature relating to any of the foregoing including claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Security, reservations of property rights, rights of tracing and unpaid vendor's liens

and similar associated rights; and

(c) all proceeds of any of the foregoing;

Receiver any receiver, manager or receiver and manager appointed by the Sellers under this deed;

Related Rights in relation to any Securities, means all dividends, distributions and other income paid or payable on such Securities (as the case may be), together with (a) all shares or other property derived from such Securities (as the case may be) and (b) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to such Securities (whether by way of dividend, distribution, conversion, redemption, bonus, preference, warrant, option to acquire or subscribe or otherwise);

Relevant Jurisdiction in relation to a Chargor:

- (a) its jurisdiction of incorporation or organisation;
- (b) any jurisdiction where any Charged Asset is situated; and
- (c) any jurisdiction where it conducts its business;

Rental Income the aggregate of all amounts paid or payable to or for the account of a Chargor in connection with the letting, licence or grant of other rights of use or occupation of any part of a Property;

Required Insurance any contract of insurance required under clause 12;

Sale Shares the shares in the capital of the Target transferred by the Sellers to the Buyer pursuant to the Share

	Purchase Agreement;
Secured Liabilities	all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or in any other capacity whatsoever) of the Chargors to the Sellers under the Transaction Documents, together with all interest (including Default Interest), fees, costs, charges and expenses which may be payable under the Transaction Documents;
Securities	all present and future stocks, shares, loan capital, investments, debentures, bonds, warrants, coupons or other securities (whether or not marketable) held by a Chargor (at law or in equity) together with all Related Rights;
Security	a mortgage, charge, pledge, trust, assignment by way of security, lien, hypothecation or other encumbrance, arrangement or security interest securing any obligation of any person or any other agreement or arrangement having a similar effect or any title retention rights or set-off rights created by agreement;
Share Purchase Agreement	the agreement relating to the sale and purchase of the Sale Shares entered into on or about the same date as the date of this deed between the Sellers, James Longley, Sally Martin and Richard Hayden Thorpe (1) and the Buyer (2);
Target	the entity whose details are listed in the second row of the table in part 1 of schedule 1 of this deed;
Transaction Documents	<p>(a) this deed;</p> <p>(b) the Share Purchase Agreement; and</p> <p>(c) any other document designated as such by</p>

the Sellers and the Chargors.

- 1.2 In this deed, a reference to:
 - 1.2.1 a clause or a schedule is, unless otherwise stated, a reference to a clause of, or a schedule to, this deed;
 - 1.2.2 a paragraph is, unless otherwise stated, a reference to a paragraph of a schedule;
 - 1.2.3 a person includes any individual, firm, company, corporation, government, state or agency of state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
 - 1.2.4 a "Party", a "Chargor" or the "Sellers" shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Sellers, unless the context otherwise requires, a reference to the "Sellers" shall be construed as a reference to each of the Sellers;
 - 1.2.5 writing shall, subject to clause 31, include any mode of reproducing words in a legible and non-transitory form;
 - 1.2.6 a time of day is a reference to London time.
- 1.3 The schedules form part of this deed and have the same effect as if expressly set out in the body of this deed and shall be interpreted and construed as though they were set out in this deed.
- 1.4 The contents table and headings in this deed are for convenience only and do not affect the interpretation or construction of this deed.
- 1.5 Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.6 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 1.7 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Transaction Documents and of any side letters between any parties in relation to any of the Transaction Documents are incorporated into this deed.
- 1.8 "£" and "sterling" denotes lawful currency of the United Kingdom.

2. COVENANT TO PAY

- 2.1 Each Chargor covenants with the Sellers that it will pay or discharge on demand the Secured Liabilities.

3. GUARANTEE AND INDEMNITY

- 3.1 Each Chargor irrevocably and unconditionally jointly and severally:
- 3.1.1 guarantees to the Sellers punctual performance by each other Chargor of all that Chargor's obligations under the Transaction Documents;
 - 3.1.2 undertakes with the Sellers that whenever another Chargor does not pay any amount when due under or in connection with any of the Transaction Documents, that Chargor shall immediately on demand pay that amount as if it was the principal obligor; and
 - 3.1.3 agrees with the Sellers that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Sellers immediately on demand against any cost, loss or liability it incurs as a result of a Chargor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any of the Transaction Documents on the date when it would have been due.

4. DEFAULT INTEREST

Any amount which is not paid under this deed when due shall bear interest in accordance with clause 3.9 of the Share Purchase Agreement.

5. FIXED AND FLOATING CHARGES AND ASSIGNMENT

Fixed charges

- 5.1 As a continuing security for the payment of the Secured Liabilities, each Chargor hereby, with full title guarantee, charges, and agrees to charge, in favour of the Sellers the following assets which are at any time owned by that Chargor or which it is from time to time interested:
- 5.1.1 by way of first legal mortgage all the freehold and leasehold property (if any) vested in or charged to that Chargor with all buildings and fixtures (including trade fixtures) at any time thereon;
 - 5.1.2 by way of first fixed charge all other interests (not being charged by clause 5.1.1) in any freehold or leasehold property vested in or charged

- to that Chargor, the buildings and fixtures and fittings (including trade fixtures and fittings) at any time on or attached to such property;
- 5.1.3 by way of first fixed charge all proceeds of sale derived from any Property or any buildings, fixtures or fittings (including trade fixtures and fittings) at any time on or attached to any Property, the benefit of all covenants given in respect of any Property or any such buildings, fixtures or fittings and all licences to enter upon or use land and the benefit of all other agreements relating to land;
- 5.1.4 by way of first fixed charge all Equipment and all spare parts, replacements, modifications and additions for or to that Equipment and the benefit of all manuals, instructions, warranties, licences and maintenance agreements relating to it;
- 5.1.5 by way of first fixed charge all the Securities;
- 5.1.6 by way of first fixed charge all rights and interests of that Chargor in, and claims under, the Insurances and all proceeds of such Insurances held by, or written in favour of, that Chargor or in which that Chargor is otherwise interested;
- 5.1.7 by way of first fixed charge all monies standing to the credit of that Chargor from time to time on any and all accounts with any bank, financial institution, or other person;
- 5.1.8 by way of first fixed charge all Intellectual Property;
- 5.1.9 by way of first fixed charge the benefit of all contracts, licences, consents, agreements and authorisations held or utilised by that Chargor in connection with its business or the use of any of its assets;
- 5.1.10 to the extent not effectively assigned pursuant to clause 5.2.2 by way of first fixed charge all Receivables; and
- 5.1.11 by way of first fixed charge all the goodwill and uncalled capital of that Chargor.

Assignment

- 5.2 As a continuing security for the payment of the Secured Liabilities, each Chargor hereby, with full title guarantee, assigns and agrees to assign absolutely (subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities) in favour of the Sellers all the rights, title, interest and benefit of that Chargor in and to:
- 5.2.1 the Insurances (together with all proceeds of such Insurances); and
- 5.2.2 the Receivables.

Floating charge

- 5.3 As further continuing security for the payment of the Secured Liabilities, each Chargor hereby charges with full title guarantee in favour of the Sellers by way of first floating charge all its assets and undertaking whatsoever and wheresoever situated both present and future not effectively mortgaged, charged or assigned pursuant to the provisions of clause 5.1 and clause 5.2, including heritable property and all other property and assets in Scotland.

Qualifying floating charge

- 5.4 Paragraph 14 of schedule B1 Insolvency Act applies to any floating charge created by or pursuant to this deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act).

6. CONVERSION OF FLOATING CHARGE

Conversion of floating charge by notice

- 6.1 The Sellers may, by written notice to the Chargors, convert the floating charge created by this deed into a fixed charge as regards all or any of the Chargors' assets specified in the notice if at any time if:
- 6.1.1 an Event of Default has occurred or is continuing; or
 - 6.1.2 the Sellers consider 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.

Automatic conversion of floating charge

- 6.2 The floating charge created by the Chargors under this deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in relation to any of the Charged Assets subject to the floating charge created by clause 5.3 (a "**Floating Charge Asset**"):
- 6.2.1 if, without the Sellers' prior written consent, a Chargor creates or attempts to create any Security over all or any Floating Charge Asset;
 - 6.2.2 if any person levies or attempts to levy any distress, execution, attachment or other process against all or any Floating Charge Asset;
 - 6.2.3 if any person presents a petition to wind up a Chargor or applies for an administration order; or
 - 6.2.4 upon the enforcement of this deed.

No waiver

- 6.3 The giving by the Sellers of a notice pursuant to clause 6.1 in relation to any class of assets of a Chargor shall not be construed as a waiver or abandonment of the rights of the Sellers to serve similar notices in respect of any other class of assets or of any of the other rights of the Sellers.

7. DEFERRAL OF RIGHTS

- 7.1 Each Chargor warrants to the Sellers that it has not taken or received, and agrees not to take, exercise or receive the benefit of any Security or other right or benefit (whether by set-off, counterclaim, subrogation, indemnity, claim in insolvency, proof in liquidation or otherwise and whether from contribution or otherwise) (together the "**Rights**") from or against any other Chargor, its liquidator, an administrator, any surety or any other person in respect of any liability of or payment by it under this deed or otherwise in connection with this deed or the Secured Liabilities.
- 7.2 If any Rights are taken, exercised or received by a Chargor, that Chargor declares that such Rights and all monies at any time received or held in respect of such Rights shall be held by it on trust for the Sellers for application in or towards the discharge of the Secured Liabilities.
- 7.3 Each Chargor agrees that all other Rights and all monies from time to time held on trust by it for the Sellers under or pursuant to clause 7.2 shall be transferred, assigned or, as the case may be, paid to the Sellers, promptly following the Sellers' demand.
- 7.4 This clause 7 shall apply regardless of whether or not the Chargors have performed their obligations under this deed.

8. MULTIPLE CHARGORS

- 8.1 The liability of each Chargor to the Sellers shall be joint and several.
- 8.2 For the avoidance of doubt, the incapacity or insolvency of any Chargor shall not discharge or affect the liability of any other Chargor.
- 8.3 Until the Secured Liabilities are paid or discharged in full in accordance with the terms of the Transaction Documents, each Chargor irrevocably and unconditionally postpones all of its rights of contribution from any other Chargor.
- 8.4 The Sellers may, in their absolute discretion, release or accept any composition from or make any arrangements with any Chargor at any time from its obligations and liabilities to the Sellers under this deed or otherwise in respect of the Secured Liabilities without the consent of any other Chargor and without releasing,

discharging or otherwise affecting the liability of any other Chargor. The Sellers shall not be obliged to notify any other Chargor of such release or composition.

9. NEGATIVE PLEDGE

9.1 Each Chargor covenants with the Sellers that, during the continuance of the security created by this deed, it shall not without the prior written consent of the Sellers:

9.1.1 create, purport to create or permit to subsist any Security (other than a Permitted Security) upon any of the Charged Assets; or

9.1.2 sell, transfer, lease, licence, lend, part possession with, grant any interest in, or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Charged Assets save for a Permitted Disposal.

10. REPRESENTATIONS AND WARRANTIES

10.1 Each Chargor represents and warrants to the Sellers that:

10.1.1 Status

- (a) it is a limited company duly organised, validly existing and registered under the relevant laws of its jurisdiction of incorporation;
- (b) it has the power and all necessary governmental and other consents, approvals, licences and authorities to own its assets and carry on its business as it is being conducted;

10.1.2 Authority

it is empowered to enter into and perform its obligations contained in this deed and has taken all necessary action to authorise the execution, delivery and performance of this deed, to create the security to be constituted by this deed and to observe and perform its obligations under this deed;

10.1.3 Binding obligations

the obligations expressed to be assumed by it in this deed are legal, valid, binding and enforceable obligations;

10.1.4 Non-conflict with other obligations

the entry into and performance by it of, and the transactions contemplated by, this deed and the granting of this deed and security constituted by this deed do not and will not conflict with:

- (a) any law or regulation applicable to it;

- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument;

10.1.5 Matters represented

Each of the representations and warranties in clause 10.1 will be correct and complied with in all respects at all times during the continuance of the security constituted by this deed.

11. GENERAL COVENANTS OF THE CHARGORS

11.1 Each Chargor hereby covenants with the Sellers that it will:

Maintenance and use

- 11.1.1 keep all buildings and erections forming part of the Charged Assets in a good state of repair and keep all Equipment, fixtures, fittings, drains, pipes, sanitary, water and other effects and services to or forming part of the Charged Assets in good working order and condition and ensure that the same is properly serviced in accordance with any relevant warranties or manuals;

Outgoings

- 11.1.2 duly and punctually pay all rates, rents, taxes, charges and other outgoings due by it in respect of the Charged Assets;

Inspection

- 11.1.3 in the event that the Chargors are in default of the Share Purchase Agreement but not otherwise permit the Sellers or their designated representatives to have, on reasonable notice and subject to the Sellers executing any documentation required by the Chargors as to keeping confidential and not using or disclosing any information received or seen, access during normal office hours to its accounts and accounting records and to any books and records relating to the Charged Assets, to inspect and take extracts from and make photocopies of the same and each Chargor shall provide, at its cost and expense, such clerical and other assistance as the Sellers may reasonably request;

- 11.1.4 in the event that the Chargors are in default of the Share Purchase Agreement but not otherwise permit the Sellers or their designated representatives to have, on reasonable notice, access during normal

office hours to any property or Equipment forming part of the Charged Assets to view, inspect, examine and photograph it and all records maintained in connection with it;

Comply with statutes

- 11.1.5 in relation to the Charged Assets, comply with all obligations under any present or future statute, regulation, order and instrument or under any by-laws, regulations or requirements of any competent authority or other approvals, licences or consents and, if requested by the Sellers, produce to the Sellers, within 14 days of receipt of the same, every material notice, order or proposal given or made in relation to the Charged Assets by any competent authority and either comply with the same or make such objections and representations against the same as the Sellers may require or approve;

Comply with covenants

- 11.1.6 observe and perform all covenants and stipulations from time to time affecting any part of the Charged Assets, or the manner of use or the enjoyment of the same and shall not, except with the prior written consent of the Sellers, enter into any onerous or restrictive obligations affecting any part of the Charged Assets;

Conduct of business

- 11.1.7 carry on its trade and business on those parts (if any) of the Charged Assets as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in such trade or business;

Deposit of documents and Securities transfers

- 11.1.8 if so requested by the Sellers, immediately on entering into this deed or, if later, promptly on receipt of the same, deposit with the Sellers all certificates, deeds and documents of title relating to or representing the Charged Assets, together with duly executed transfers or assignments in respect of the Securities with the name of the transferee left blank;
- 11.1.9 immediately on entering into this deed or, if later, promptly on receipt of the same, provide the Sellers with a copy of any report, notices, circulars, accounts, invoice, certificate or other communication received in respect of or in connection with the Charged Assets;
- 11.1.10 the Sellers may at any time complete the instruments of transfer in respect of the Securities and register the Securities either in their own

name or in the name of any nominee or (following an Event of Default) any transferee selected by it;

Intellectual Property

- 11.1.11 observe and comply with all material obligations and laws to which it is subject in its capacity as registered proprietor, beneficial owner, user, licensor or licensee of its Intellectual Property or any part of its Intellectual Property;

Property acquisitions

- 11.1.12 notify the Sellers promptly upon the acquisition by it of any freehold or leasehold property (or, if in Scotland, heritable property); and
- 11.1.13 on demand made to it by the Sellers, execute and deliver to the Sellers any legal mortgage (or, in the case of property situated in Scotland, standard security) in favour of the Sellers of any freehold or leasehold property (or, if in Scotland, heritable property) which becomes vested in it after the date of this deed and all fixtures and fittings thereon to secure the payment or discharge of the Secured Liabilities, such legal mortgage or standard security to be in such form as the Sellers may reasonably require. Any security document required to be executed by a Chargor pursuant to this clause will contain terms and conditions that are no more onerous than those contained herein;

The Land Registry

- 11.1.14 in respect of any freehold or leasehold land held by it as at the date of this deed or which it may hereafter acquire and which is registered land (or unregistered land subject to compulsory first registration), apply to the Chief Land Registrar for the registration of a Restriction against the registered titles in the following terms:

"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 Gavin Lewis Williams and Gail Ann Williams referred to in the charges register."

12. INSURANCE

- 12.1 Each Chargor hereby covenants with the Sellers that it will ensure that at all times Required Insurances are maintained in full force and effect, which:

- 12.1.1 insure that Chargor's interests in the Charged Assets, (including each Property and the plant and machinery on each Property and also

- including fixtures and improvements) for their full replacement value (being the total cost of entirely rebuilding, reinstating or replacing the relevant asset if it is completely destroyed, together with all related fees and demolition costs) against such risks as a prudent company (or, as the case may be, limited liability partnership) in the same business as that Chargor would insure;
- 12.1.2 include property owners' public liability and third party liability insurance; and
- 12.1.3 in each case are in an amount, and in form, and with an insurance company or underwriters, acceptable at all times to the Sellers.
- 12.2 Each Chargor must procure that the Sellers interest is noted on each of the Required Insurances (other than public liability and third party liability insurances).
- 12.3 Upon request each Chargor must use all reasonable endeavours to ensure that the Sellers receive copies of the Required Insurances, receipts for the payment of premiums for insurance and any information in connection with the insurances and claims under them which the Sellers may reasonably require.
- 12.4 Each Chargor must:
- 12.4.1 comply with the terms of the Required Insurances and not do or permit anything to be done which may make void or voidable any of the Required Insurances;
- 12.4.2 comply with all reasonable risk improvement requirements of its insurers;
- 12.4.3 ensure that each premium for the Required Insurances is paid promptly and in any event prior to the commencement of the period of insurance for which that premium is payable;
- 12.4.4 ensure that all other things necessary are done so as to keep each of the Required Insurances in force; and
- 12.4.5 ensure that a copy of each policy in respect of each Required Insurance is supplied to the Sellers promptly on request, together with the current premium receipts relating to it.
- 12.5 If a Chargor fails to comply with any term of this clause, the Sellers may, at the expense of that Chargor effect any insurance and generally do such things and take such other action as the Sellers may reasonably consider necessary or desirable to prevent or remedy any breach of this clause.
- 12.6 Except as provided below, the proceeds of any Required Insurances must, if the Sellers so require, be applied in reduction of the Secured Liabilities in such order as the Sellers see fit.

13. SECURITIES

- 13.1 Until the security constituted by this deed becomes enforceable:
- 13.1.1 the relevant Chargor will be entitled to receive and retain any dividends, distributions and other monies paid on or derived from the Securities; and
 - 13.1.2 the relevant Chargor will be entitled to exercise any voting and other rights and powers attaching to the Securities, provided that it will not exercise any such voting rights or powers in a manner prejudicial to the interests of the Sellers under this deed including to have the effect of changing the terms of the Securities (or any class of them).
- 13.2 At any time after the security constituted by this deed becomes enforceable the provisions of clause 17.2 shall apply.
- 13.3 The Sellers will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Securities are duly and promptly paid or received by them or their nominee or to verify that the correct amounts are paid or received or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Securities.
- 13.4 It is expressly agreed that, notwithstanding anything to the contrary contained in this deed, each Chargor shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of the Securities.

14. RIGHT OF APPROPRIATION

- 14.1 To the extent that:
- 14.1.1 any of the Charged Assets constitute Financial Collateral; and
 - 14.1.2 this deed and the obligations of the Chargors under this deed constitute a Security Financial Collateral Arrangement
- the Sellers shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of those Charged Assets in or towards the payment or discharge of the Secured Liabilities in such order as the Sellers may, at their absolute discretion, determine.
- 14.2 The value of any Charged Assets appropriated in accordance with clause 14 shall be the price of that Charged Asset at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Sellers may acting reasonably select (including independent valuation) or, in the case of cash, shall be the amount of cash appropriated.

- 14.3 Each Chargor agrees that any Charged Assets that are Financial Collateral may, at the Sellers' option, be held or designated so as to be under the control of the Sellers for all purposes of the Financial Collateral Regulations.
- 14.4 Each Chargor agrees that the methods of valuation provided for in clause 14.2 are commercially reasonable for the purposes of the Financial Collateral Regulations.

15. ENFORCEMENT OF SECURITY

- 15.1 The security constituted by this deed shall become immediately enforceable upon the occurrence of an Event of Default and the Sellers may, in their absolute discretion, enforce all or any part of the security constituted by this deed in such manner as they see fit.
- 15.2 The power of sale and other powers conferred by section 101 LPA (as varied or extended by this deed) shall arise on and be exercisable without further notice at any time after the execution of this deed, but the Sellers shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable under clause 15. Sections 93 and 103 LPA do not apply to the security constituted by this deed.

16. REDEMPTION OF PRIOR SECURITY

At any time after the security created under this deed has become enforceable, the Sellers may, at the sole cost of the Chargors (payable to the Sellers on demand) redeem any prior Security over any Charged Asset and/or procure the transfer of that Security to themselves and/or settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed shall be conclusive and binding on the Chargors. All money paid by the Sellers to such prior mortgagee, chargee or encumbrancer in accordance with such accounts shall form part of the Secured Liabilities.

17. APPOINTMENT AND POWERS OF RECEIVER AND ADMINISTRATOR

- 17.1 At any time after the security constituted by this deed becomes enforceable, or if so requested by the Chargor owning the relevant Charged Assets by written notice at any time, the Sellers (or any Delegate on their behalf) may:
- 17.1.1 without further notice appoint any person (or persons) to be a Receiver of all or any part of the Charged Assets and/or of the income from any Charged Asset; and/or
- 17.1.2 without further notice appoint any person (or persons) to be an Administrator of the Chargor. Such appointment shall take effect, in accordance with paragraph 19 of Schedule B1 Insolvency Act 1986,

when the requirements of paragraph 18 of that Schedule B1 are satisfied; and

17.1.3 exercise in respect of all or any of the Charged Assets all or any of the powers and remedies given to mortgagees by the LPA, including the power to take possession of, receive the benefit of, or sell any of the Charged Assets.

17.2 At any time after the security constituted by this deed becomes enforceable the Sellers (or their nominees) may (without consent or authority from any Chargor):

17.2.1 exercise in the name of the relevant Chargor any voting rights attached to the Securities and any other powers or rights exercisable by the registered holder or bearer of the Securities; and

17.2.2 ensure that all dividends, distributions, interest and other monies declared, payable, paid or made in respect of the Securities received by or on behalf of any Chargor shall be held on trust for the Sellers (or their nominee) and promptly paid into an account designated by the Sellers or, if received by the Sellers (or their nominee) or any Delegate, may be applied by the Sellers as though they were the proceeds of sale.

17.3 The Sellers may, subject to any necessary approval from the court, end the appointment of an Administrator and appoint a replacement for any Administrator whose appointment ends for any reason.

17.4 The Sellers may remove from time to time any Receiver appointed by them and, whenever they may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated for whatever reason.

17.5 If at any time and by virtue of any such appointment there is more than one Receiver of all or any part of the Charged Assets and/or the income from such Charged Assets, such persons shall have power to act individually (unless the contrary shall be stated in the deed(s) or other instrument(s) appointing them).

17.6 If the Sellers enforce this deed themselves pursuant to clause 17.1.3 they will have the same powers as a Receiver in respect of those Charged Assets which are the subject of the enforcement.

17.7 An Administrator shall have all the powers given to him under the Insolvency Act.

17.8 Any Receiver shall (in addition to the powers conferred by the LPA and (notwithstanding that he is not an administrative receiver) schedule 1 to the Insolvency Act but without any of the restrictions imposed upon the exercise of those powers by such statutes) have the following powers:

17.8.1 the same powers to do, or to omit to do, in the name of and on behalf of any Chargor, anything which that Chargor itself could have done or

- omitted to do with such Charged Assets were they not the subject of this deed and such Chargor were not in insolvency proceedings;
- 17.8.2 to take possession of, collect and get in all or any part of the Charged Assets and/or income in respect of which he was appointed;
- 17.8.3 to manage the Charged Assets and the business of the relevant Chargor;
- 17.8.4 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- 17.8.5 to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which the relevant Chargor is concerned or interested prior to his appointment, being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land;
- 17.8.6 to sell or concur in selling, leasing or otherwise disposing of all or any part of the Charged Assets in respect of which he was appointed without the need to observe any restriction imposed by section 103 or 109 LPA;
- 17.8.7 to carry out any sale, lease or other disposal of all or any part of the Charged Assets by conveying, transferring, assigning or leasing the same in the name of the relevant Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, the relevant Chargor;
- 17.8.8 to lease, make agreements for leases, accept surrenders of leases and grant options as the Sellers shall think fit and without the need to comply with any of the provisions of sections 99 and 100 LPA;
- 17.8.9 to take any such proceedings, in the name of the relevant Chargor or otherwise, as he shall think fit in respect of the Charged Assets and/or income in respect of which he was appointed, including proceedings for recovery of Rental Income or other monies in arrears at the date of his appointment;
- 17.8.10 to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- 17.8.11 to insure, and renew any insurances in respect of, the Charged Assets as he shall think fit, or as the Sellers shall direct;

- 17.8.12 to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit, including, without prejudice to the generality of the foregoing power, to employ his partners and firm;
 - 17.8.13 to operate any rent review clause in respect of any property in respect of which he was appointed or any part of such property and to apply for any new or extended lease; and
 - 17.8.14 to do all such other things as may seem to him to be incidental or conducive to any other power vested in him in the realisation of the security constituted by this deed.
- 17.9 In making any sale or other disposal in the exercise of their respective powers, the Receiver or the Sellers or any Delegate may accept, as and by way of consideration for such sale or other disposal, cash, shares, loan capital or other obligations, including consideration fluctuating according to or dependent upon profit or turnover and consideration the amount of which is to be determined by a third party. Any such consideration may be receivable in a lump sum or by instalments and upon receipt by the Receiver, Sellers or Delegate, shall be and become charged with the payment of the Secured Liabilities. Any contract for any such sale or other disposal by the Receiver or the Sellers or any Delegate may contain conditions excluding or restricting the personal liability of the Receiver and the Sellers and any Delegate.
- 17.10 Any Receiver appointed under this deed shall be the agent of the relevant Chargor and the Chargors shall be solely responsible for his acts and defaults and for his remuneration.
- 17.11 Any Receiver shall be entitled to reasonable remuneration for his services at a rate to be fixed by agreement between him and the Sellers acting reasonably (or failing such agreement to be fixed by the Sellers acting reasonably) without the restrictions contained in section 109 LPA.
- 17.12 Only monies actually paid by a Receiver to the Sellers in satisfaction or discharge of the Secured Liabilities shall be capable of being applied by the Sellers in satisfaction of the Secured Liabilities.
- 17.13 Neither the Sellers nor any Receiver or Delegate shall be liable in respect of all or any part of the Charged Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless such loss or damage is caused by its or his gross negligence or wilful misconduct.
- 17.14 Neither the Sellers nor any Receiver or Delegate is obliged to take any particular action to collect the Receivables and neither shall be liable to any Chargor for the manner in which it collects or fails to collect any Receivable.

- 17.15 Without prejudice to the generality of clause 17.13, entry into possession of the Charged Assets shall not render the Sellers or the Receiver or any Delegate liable to account as mortgagee in possession and if and whenever the Sellers or any Receiver or Delegate enters into possession of the Charged Assets, it shall be entitled, any time at its discretion, to go out of such possession.
- 17.16 All or any of the powers which are conferred by this deed on a Receiver may be exercised by the Sellers or any Delegate without first appointing a Receiver or notwithstanding the appointment of any Receiver.
- 17.17 Except to the extent provided by law, none of the powers described in this clause 17 will be affected by an insolvency event in relation to any Chargor.

18. APPLICATION OF PROCEEDS

- 18.1 All monies received by the Sellers or any Receiver or Delegate appointed under this deed shall (subject to the rights and claims of any person having Security ranking in priority to the Security constituted by this deed) be applied in the following order of priority (but without prejudice to the Sellers' right to recover any shortfall from the Chargors):
- 18.1.1 in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Sellers (and any Receiver, Delegate, attorney or agent appointed by any of them) under or in connection with any of the Transaction Documents, and of all remuneration due to any Receiver under or in connection with any of the Transaction Documents;
 - 18.1.2 in or towards payment of the Secured Liabilities in any order and manner that the Sellers determine; and
 - 18.1.3 in payment of the surplus (if any) to the Chargors or other person entitled to it.
- 18.2 The provisions of clause 18.1 shall take effect as and by way of variation and extension to the provisions of section 109 LPA, which provisions as so varied and extended shall be deemed incorporated in this deed.

19. PROTECTION OF THIRD PARTIES

No purchaser from or other person dealing with the Sellers or with any Receiver or Delegate shall be obliged or concerned to enquire whether the right of the Sellers to appoint a Receiver or Delegate or the right of the Sellers or any Receiver or Delegate to exercise any of the powers conferred by this deed in relation to the Charged Assets or any part of the Charged Assets have arisen or become exercisable by the Sellers or by any such Receiver or Delegate, nor be concerned with notice to the contrary, nor with the propriety of the

exercise or purported exercise of any such powers and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.

20. CLAWBACK

- 20.1 Any release, discharge or settlement between any Chargor and the Sellers shall be deemed conditional upon no payment or security received by the Sellers in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration or receivership and, notwithstanding any such release, discharge or settlement the Sellers shall be entitled to recover the value or amount of such Security or payment from any Chargor as if such release, discharge or settlement had not occurred.
- 20.2 If any claim of the kind referred to in clause 20.1 is made against the Sellers under insolvency laws, the Sellers may agree the claim or settle it on any terms they choose without asking for any Chargor's agreement. If the Sellers do agree or settle the claim, the Chargors will be liable under this deed as if a court order had been made containing the terms the Sellers have agreed. The Chargors will be responsible for all costs and expenses the Sellers properly incur defending such a claim.

21. WAIVER OF RIGHTS

- 21.1 The obligations of the Chargors under this deed will not be affected by:
- 21.1.1 any time, waiver or consent granted to, or composition with any Chargor or any other person;
 - 21.1.2 any incapacity or lack of power, authority or legal personality of or change in the members or status of any Chargor or any other person or any defective or excessive exercise of any Chargor's powers or authority;
 - 21.1.3 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) termination or replacement of the Secured Liabilities or any document, guarantee or Security related to the Secured Liabilities including any change in the purpose of, any extension of or increase in any facility or the addition of any new facility or other document, guarantee or Security;
 - 21.1.4 any unenforceability, illegality, invalidity, irregularity or frustration of any obligation (actual or purported) of any person under this deed or any other document, guarantee or Security held in connection with the Secured Liabilities;

- 21.1.5 any insolvency, bankruptcy, liquidation, administration, winding-up, dissolution, limitation, disability, the discharge by operation of law or any similar proceedings in respect of a Chargor or any other person; or
- 21.1.6 any other act, omission or circumstance which but for this provision, might operate to exonerate or discharge a Chargor or otherwise reduce or extinguish its liability under this deed.
- 21.2 Without prejudice to the generality of clause 21.1, each Chargor expressly confirms that it intends that the guarantee and indemnity and the Security contained in this deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Transaction Documents and any fees, costs and/or expenses associated with the foregoing.

22. CONTINUING SECURITY AND SELLERS' PROTECTIONS

- 22.1 This deed shall remain in full force and effect as a continuing security, and, in the case of clause 3 as a continuing guarantee and indemnity, until the Secured Liabilities have been discharged in full.
- 22.2 The Sellers may make one or more demands under this deed.
- 22.3 This deed may be enforced without the Sellers first having:
 - 22.3.1 recourse to any other right, remedy, guarantee or security held or available to it;
 - 22.3.2 to take action or obtain judgment in any court against any Chargor or any other person;
 - 22.3.3 to make or file any claim in a bankruptcy, liquidation, administration or insolvency of any Chargor or any other person; or
 - 22.3.4 to make demand, enforce or seek to enforce any claim, right or remedy against any Chargor or any other person.

23. FURTHER ASSURANCE AND POWER OF ATTORNEY

Further assurance

- 23.1 Each Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Sellers may reasonably specify (and in such form as the Sellers may reasonably require in favour of the Sellers or their nominee(s)):
 - 23.1.1 to perfect the Security created or intended to be created under or evidenced by this deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this deed) or for the exercise of

- any rights, powers and remedies of the Sellers provided by or pursuant to the Transaction Documents or by law;
- 23.1.2 to confer on the Sellers over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this deed; and/or
- 23.1.3 to facilitate the realisation of the assets which are, or are intended to be, the subject of this deed.
- 23.2 Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Sellers by or pursuant to the Transaction Documents.
- 23.3 Any security document required to be executed by a Chargor pursuant to this clause 23.2 will be prepared at the cost of the Chargors.
- 23.4 Each Chargor, as registered proprietor, hereby appoints the Sellers as its agent to apply for the particulars of this deed and of the interest of the Sellers in the Intellectual Property and any other or future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of that Chargor to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994 and each Chargor hereby agrees to execute all documents and forms required to enable such particulars to be entered on the Register of Trade Marks.

Power of attorney

- 23.5 Each Chargor by way of security irrevocably appoints the Sellers and any Receiver or Delegate (in writing under hand signed by an officer of the Sellers or any Receiver or Delegate) severally to be its agents and attorneys in its name and on its behalf to:
- 23.5.1 do all things which that Chargor may be required to do under this deed;
- 23.5.2 sign, execute (using the company seal where appropriate), deliver and otherwise perfect any Security required to be signed or executed pursuant to the terms of this deed; and
- 23.5.3 sign, execute (using the company seal where appropriate), deliver and complete any deeds, instruments or other documents and to do all acts and things which may be required by the Sellers or any Receiver or Delegate in the exercise of any of their powers under this deed, or to perfect or vest in the Sellers, any Receiver or Delegate or their nominees or any purchaser, title to any Charged Assets or which they may deem expedient in connection with the getting in, disposal, or realisation of any Charged Assets.

23.6 Each agent and attorney may appoint a substitute or delegate his authority. Each Chargor ratifies and confirms (and agrees to ratify and confirm) anything which an attorney does under the power of attorney conferred by clause 23.5.

24. NOTICE OF SUBSEQUENT SECURITY – NEW ACCOUNTS

24.1 If the Sellers receive notice (whether actual or otherwise) of any subsequent Security affecting any part of the Charged Assets and/or the proceeds of sale of the Charged Assets, or the guarantee and indemnity or Security contained in this deed ceases to be continuing for any reason whatsoever they may open a new account or accounts for any Chargor in their books.

24.2 If the Sellers do not open a new account immediately on receipt of notice under clause 24.1, then (unless the Sellers give express written notice to the contrary to the relevant Chargor) all payments made by that Chargor to the Sellers shall be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt of the relevant notice by the Sellers.

25. SET-OFF

25.1 The Sellers may set-off any obligation due from a Chargor under this deed against any obligation owed by the Sellers to that Chargor.

25.2 The liabilities referred to in this clause 25 may be actual, contingent, primary, collateral, several or joint liabilities.

25.3 If the relevant obligation or liability is unliquidated or unascertained the Sellers may set-off the amount they estimate (in good faith) will be the final amount of such obligation or liability once it becomes liquidated or ascertained.

26. APPROPRIATION AND SUSPENSE ACCOUNT

Subject to clause 18, the Sellers may apply all payments received for the Secured Liabilities to reduce any part of those liabilities as they think fit.

27. PAYMENTS

27.1 Subject to clause 27.2, all payments to be made by a Chargor in respect of this deed, shall be made in immediately available funds to the credit of such account as the Sellers may designate. All such payments shall be made free and clear of, and without any deduction for, or on account of, any set-off or counterclaim or, except to the extent compelled by law, any deduction on account of any taxes.

- 27.2 If a Chargor is compelled by law to withhold or deduct any taxes from any sum payable under this deed to the Sellers, the sum so payable by that Chargor shall be increased so as to result in the receipt by the Sellers of a net amount equal to the full amount expressed to be payable under this deed.
- 27.3 Any demand, notification or certificate given by the Sellers specifying amounts due and payable under or in connection with any of the provisions of this deed shall, in the absence of manifest error, be conclusive and binding on the Chargors.

28. COSTS, EXPENSES AND INDEMNITIES

The Chargors shall reimburse the Sellers, any Receiver, any Delegate and any Administrator for all costs and expenses, including legal fees (and any value added or similar tax thereon) incurred in connection with the enforcement, attempted enforcement or preservation of any of their respective rights under this deed, or any of the documents referred to herein.

29. ASSIGNMENT AND TRANSFER

The Sellers may only assign or transfer all or any part of their rights under this deed when 28 days notice has been given to the Chargors of such intended assignment and the Chargors have been given a reasonable opportunity to discharge the outstanding liabilities owed under the terms hereof. No Chargor may assign, transfer, charge, make the subject of a trust or deal in any other manner with this deed or any of its rights under this deed or purport to do any of the same without the prior written consent of the Sellers such consent not to be unreasonably withheld.

30. THIRD PARTY RIGHTS

- 30.1 Subject to clauses 30.2 and 30.3, a person who is not a party to this deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon a provision of this deed. No party to this deed may hold itself out as trustee of any rights under this deed for the benefit of any third party unless specifically provided for in this deed. This clause 30.1 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 30.2 Any person to whom the benefit of any provision of this deed is assigned in accordance with the terms of the Transaction Documents is entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed which confers (expressly or impliedly) any benefit on any such person.
- 30.3 Any Receiver or Delegate may, subject to the Contracts (Rights of Third Parties) Act 1999 rely on any clause of this deed which expressly confers rights on it.

31. NOTICES

The provisions of clause 13 of the Share Purchase Agreement shall be deemed to be incorporated into this deed, *mutatis mutandis*, as if the same were set out in full herein.

32. GENERAL

32.1 No variation to this deed shall be effective unless made in writing and signed by or on behalf of all the parties to this deed. A waiver given or consent granted by the Sellers under this deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

32.2 Each provision of this deed is severable and distinct from the others. If at any time any provision of this deed is or becomes unlawful, invalid or unenforceable to any extent or in any circumstances for any reason, it shall to that extent or in those circumstances be deemed not to form part of this deed but (except to that extent or in those circumstances in the case of that provision) the legality, validity and enforceability of that and all other provisions of this deed shall not be affected in any way.

32.3 If any provision of this deed is found to be illegal, invalid or unenforceable in accordance with clause 32.2 but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it legal, valid or enforceable.

32.4 The failure or delay in exercising a right or remedy provided by this deed or by law does not constitute a waiver of that (or any other) right or remedy. No single or partial exercise, or non-exercise or non-enforcement of any right or remedy provided by this deed or by law prevents or restricts any further or other exercise or enforcement of that (or any other) right or remedy.

32.5 The Sellers' rights and remedies contained in this deed are cumulative and not exclusive of any rights or remedies provided by law.

32.6 This deed may be executed in any number of counterparts each of which when executed and delivered shall be an original. All the counterparts together shall constitute one and the same document.

33. GOVERNING LAW AND JURISDICTION

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

33.2 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**").

33.3 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.

33.4 Clauses 33.2 to 33.4 are for the benefit of the Sellers only. As a result, the Sellers shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Sellers may take concurrent proceedings in any number of jurisdictions.

This document has been executed as a deed and delivered it on the date set out at the beginning of it.

SCHEDULE 1

The Parties

Name	Place of Incorporation	Registered Number	Registered Office
Utility Bidder Holdings Limited	England and Wales	11438707	167 London Road, Leicester, LE2 1EG
Utility Bidder Limited	England and Wales	06954978	167 London Road, Leicester, LE2 1EG

CHARGORS

EXECUTED as a **DEED** by **UTILITY**)
BIDDER HOLDINGS LIMITED acting by)
a director in the presence of:)

.....
Director

Witness Signatu

Witness Name

Address

Occupation



EXECUTED as a **DEED** by **UTILITY**)
BIDDER LIMITED acting by a director in)
the presence of:)

.....
Director

Witness Signatur

Witness Name

Address

Occupation



SELLERS

EXECUTED and DELIVERED as a)

DEED by GAVIN LEWIS WILLIAMS)

in the presence of:)

Witness Signature

Witness Name

Address

Occupation

EXECUTED and DELIVERED as a)

DEED by GAIL ANN WILLIAMS)

in the presence of:)

Witness Signature

Witness Name

Address

Occupation

FREETHS

Date: 31st July 2018

- (1) THE ENTITIES LISTED IN PART 1 OF SCHEDULE
1
- (2) GAVIN LEWIS WILLIAMS AND GAIL ANN
WILLIAMS

COMPOSITE GUARANTEE & DEBENTURE

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THIS DEED IS MADE ON

31st July

2018

PARTIES

- (1) THE ENTITIES LISTED IN PART 1 OF SCHEDULE 1 TO THIS DEED (each a “Chargor” and together the “Chargors”); and
- (2) GAVIN LEWIS WILLIAMS and GAIL ANN WILLIAMS of [REDACTED]
[REDACTED] (the “Sellers”).

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this deed, the following definitions will apply:

Administrator	any person appointed to be an administrator of a Chargor pursuant to paragraph 14 of Schedule B1 Insolvency Act;
Business Day	any day (other than a Saturday, Sunday or public holiday) during which clearing banks in the City of London are open for normal business;
Buyer	the entity whose details are listed in the first row of the table in part 1 of schedule 1 of this deed;
Charged Assets	all property and assets from time to time charged by or pursuant to this deed (and references to the Charged Assets shall include any part of them);
Companies Act	the Companies Act 2006;
Default Interest	any interest accruing in accordance with clause 4;
Delegate	any delegate, agent or attorney appointed by the Sellers;
Equipment	all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations, apparatus and other tangible moveable property for the time being owned by a Chargor, including any

part of it and all spare parts, replacements, modifications and additions;

Event of Default

- (a) the Buyer fails to pay on the due date any money or to discharge any obligation and liability payable by it from time to time to the Sellers pursuant to the Transaction Documents;
- (b) any step is taken (including the making of an application or the giving of any notice) by a Chargor or by any other person to appoint an Administrator;
- (c) any step is taken (including the making of an application or the giving of any notice) by a Chargor or by any other person to wind up or dissolve any Chargor or to appoint a liquidator, trustee, manager or receiver, administrative receiver or similar officer of any Chargor or any part of a Chargor's undertaking or assets;
- (d) the making of a request by a Chargor for the appointment of a Receiver; and/or
- (e) any analogous procedure or step to those listed in (b) to (d) above is taken under the laws of any Relevant Jurisdiction;

Financial Collateral

shall have the meaning given to that expression in the Financial Collateral Regulations;

Financial Collateral Regulations

the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226);

Insolvency Act

the Insolvency Act 1986;

Insurances

any policies of insurance in which a Chargor has an interest from time to time;

Intellectual Property

all intellectual property rights or equivalent, including:

- (a) patents, utility models, trade marks and service marks, business names, domain names, rights in get-up and trade dress, goodwill and right to sue for passing off or unfair competition, copyright and neighbouring and related rights, moral rights, rights in designs, rights in and to inventions, plant variety rights, database rights, rights in computer software and topography rights;
- (b) registrations and applications for any or all of the rights in (a) above, together with the right to apply for registration of and be granted, renewals, extensions or and right to claim priority from such rights; and
- (c) rights to use and protect the confidentiality of confidential information (including, know-how, trade secrets,, technical information, customer and supplier lists) and any other proprietary knowledge and/or information of whatever nature and howsoever arising,

in each case whether registered or unregistered and together with any rights or types of protection of the same or of a similar nature to those listed in (a), (b) or (c) which subsist or may subsist in the future anywhere in the world and in each case for their full term (including any reversions or extensions) and/or effect;

LPA

the Law of Property Act 1925;

Party

a party to this deed;

Permitted Disposal

a disposal that is not prohibited by the terms of any of the Transaction Documents of any Charged

Asset charged by way of uncrystallised floating charge only for market value in the ordinary course of business;

Permitted Security

- (a) liens and rights of set-off securing obligations which are not overdue beyond their standard payment dates, arising by operation of law in the ordinary and usual course of trading over property other than land;
- (b) any Security arising out of title retention provisions in a supplier's standard conditions of supply of goods acquired in the ordinary and usual course of trading; or
- (c) any Security granted in terms of the Transaction Documents or with the prior written approval of the Sellers or in favour of the Sellers.

Property

any freehold and leasehold property that is a Charged Asset;

Receivables

- (a) all present and future book and other debts, Rental Income, royalties, fees, VAT and monetary claims due or owing to a Chargor and all other amounts recoverable or receivable by a Chargor from other persons or due or owing to a Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever);
- (b) the benefit of all rights and remedies of any nature relating to any of the foregoing including claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Security, reservations of property rights, rights of tracing and unpaid vendor's liens

and similar associated rights; and

(c) all proceeds of any of the foregoing;

Receiver any receiver, manager or receiver and manager appointed by the Sellers under this deed;

Related Rights in relation to any Securities, means all dividends, distributions and other income paid or payable on such Securities (as the case may be), together with (a) all shares or other property derived from such Securities (as the case may be) and (b) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to such Securities (whether by way of dividend, distribution, conversion, redemption, bonus, preference, warrant, option to acquire or subscribe or otherwise);

Relevant Jurisdiction in relation to a Chargor:

- (a) its jurisdiction of incorporation or organisation;
- (b) any jurisdiction where any Charged Asset is situated; and
- (c) any jurisdiction where it conducts its business;

Rental Income the aggregate of all amounts paid or payable to or for the account of a Chargor in connection with the letting, licence or grant of other rights of use or occupation of any part of a Property;

Required Insurance any contract of insurance required under clause 12;

Sale Shares the shares in the capital of the Target transferred by the Sellers to the Buyer pursuant to the Share

	Purchase Agreement;
Secured Liabilities	all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or in any other capacity whatsoever) of the Chargors to the Sellers under the Transaction Documents, together with all interest (including Default Interest), fees, costs, charges and expenses which may be payable under the Transaction Documents;
Securities	all present and future stocks, shares, loan capital, investments, debentures, bonds, warrants, coupons or other securities (whether or not marketable) held by a Chargor (at law or in equity) together with all Related Rights;
Security	a mortgage, charge, pledge, trust, assignment by way of security, lien, hypothecation or other encumbrance, arrangement or security interest securing any obligation of any person or any other agreement or arrangement having a similar effect or any title retention rights or set-off rights created by agreement;
Share Purchase Agreement	the agreement relating to the sale and purchase of the Sale Shares entered into on or about the same date as the date of this deed between the Sellers, James Longley, Sally Martin and Richard Hayden Thorpe (1) and the Buyer (2);
Target	the entity whose details are listed in the second row of the table in part 1 of schedule 1 of this deed;
Transaction Documents	<p>(a) this deed;</p> <p>(b) the Share Purchase Agreement; and</p> <p>(c) any other document designated as such by</p>

the Sellers and the Chargors.

- 1.2 In this deed, a reference to:
 - 1.2.1 a clause or a schedule is, unless otherwise stated, a reference to a clause of, or a schedule to, this deed;
 - 1.2.2 a paragraph is, unless otherwise stated, a reference to a paragraph of a schedule;
 - 1.2.3 a person includes any individual, firm, company, corporation, government, state or agency of state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
 - 1.2.4 a "Party", a "Chargor" or the "Sellers" shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Sellers, unless the context otherwise requires, a reference to the "Sellers" shall be construed as a reference to each of the Sellers;
 - 1.2.5 writing shall, subject to clause 31, include any mode of reproducing words in a legible and non-transitory form;
 - 1.2.6 a time of day is a reference to London time.
- 1.3 The schedules form part of this deed and have the same effect as if expressly set out in the body of this deed and shall be interpreted and construed as though they were set out in this deed.
- 1.4 The contents table and headings in this deed are for convenience only and do not affect the interpretation or construction of this deed.
- 1.5 Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.6 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 1.7 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Transaction Documents and of any side letters between any parties in relation to any of the Transaction Documents are incorporated into this deed.
- 1.8 "£" and "sterling" denotes lawful currency of the United Kingdom.

2. COVENANT TO PAY

- 2.1 Each Chargor covenants with the Sellers that it will pay or discharge on demand the Secured Liabilities.

3. GUARANTEE AND INDEMNITY

- 3.1 Each Chargor irrevocably and unconditionally jointly and severally:
- 3.1.1 guarantees to the Sellers punctual performance by each other Chargor of all that Chargor's obligations under the Transaction Documents;
 - 3.1.2 undertakes with the Sellers that whenever another Chargor does not pay any amount when due under or in connection with any of the Transaction Documents, that Chargor shall immediately on demand pay that amount as if it was the principal obligor; and
 - 3.1.3 agrees with the Sellers that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Sellers immediately on demand against any cost, loss or liability it incurs as a result of a Chargor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any of the Transaction Documents on the date when it would have been due.

4. DEFAULT INTEREST

Any amount which is not paid under this deed when due shall bear interest in accordance with clause 3.9 of the Share Purchase Agreement.

5. FIXED AND FLOATING CHARGES AND ASSIGNMENT

Fixed charges

- 5.1 As a continuing security for the payment of the Secured Liabilities, each Chargor hereby, with full title guarantee, charges, and agrees to charge, in favour of the Sellers the following assets which are at any time owned by that Chargor or which it is from time to time interested:
- 5.1.1 by way of first legal mortgage all the freehold and leasehold property (if any) vested in or charged to that Chargor with all buildings and fixtures (including trade fixtures) at any time thereon;
 - 5.1.2 by way of first fixed charge all other interests (not being charged by clause 5.1.1) in any freehold or leasehold property vested in or charged

- to that Chargor, the buildings and fixtures and fittings (including trade fixtures and fittings) at any time on or attached to such property;
- 5.1.3 by way of first fixed charge all proceeds of sale derived from any Property or any buildings, fixtures or fittings (including trade fixtures and fittings) at any time on or attached to any Property, the benefit of all covenants given in respect of any Property or any such buildings, fixtures or fittings and all licences to enter upon or use land and the benefit of all other agreements relating to land;
- 5.1.4 by way of first fixed charge all Equipment and all spare parts, replacements, modifications and additions for or to that Equipment and the benefit of all manuals, instructions, warranties, licences and maintenance agreements relating to it;
- 5.1.5 by way of first fixed charge all the Securities;
- 5.1.6 by way of first fixed charge all rights and interests of that Chargor in, and claims under, the Insurances and all proceeds of such Insurances held by, or written in favour of, that Chargor or in which that Chargor is otherwise interested;
- 5.1.7 by way of first fixed charge all monies standing to the credit of that Chargor from time to time on any and all accounts with any bank, financial institution, or other person;
- 5.1.8 by way of first fixed charge all Intellectual Property;
- 5.1.9 by way of first fixed charge the benefit of all contracts, licences, consents, agreements and authorisations held or utilised by that Chargor in connection with its business or the use of any of its assets;
- 5.1.10 to the extent not effectively assigned pursuant to clause 5.2.2 by way of first fixed charge all Receivables; and
- 5.1.11 by way of first fixed charge all the goodwill and uncalled capital of that Chargor.

Assignment

- 5.2 As a continuing security for the payment of the Secured Liabilities, each Chargor hereby, with full title guarantee, assigns and agrees to assign absolutely (subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities) in favour of the Sellers all the rights, title, interest and benefit of that Chargor in and to:
- 5.2.1 the Insurances (together with all proceeds of such Insurances); and
- 5.2.2 the Receivables.

Floating charge

- 5.3 As further continuing security for the payment of the Secured Liabilities, each Chargor hereby charges with full title guarantee in favour of the Sellers by way of first floating charge all its assets and undertaking whatsoever and wheresoever situated both present and future not effectively mortgaged, charged or assigned pursuant to the provisions of clause 5.1 and clause 5.2, including heritable property and all other property and assets in Scotland.

Qualifying floating charge

- 5.4 Paragraph 14 of schedule B1 Insolvency Act applies to any floating charge created by or pursuant to this deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act).

6. CONVERSION OF FLOATING CHARGE

Conversion of floating charge by notice

- 6.1 The Sellers may, by written notice to the Chargors, convert the floating charge created by this deed into a fixed charge as regards all or any of the Chargors' assets specified in the notice if at any time if:
- 6.1.1 an Event of Default has occurred or is continuing; or
 - 6.1.2 the Sellers consider 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.

Automatic conversion of floating charge

- 6.2 The floating charge created by the Chargors under this deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in relation to any of the Charged Assets subject to the floating charge created by clause 5.3 (a "**Floating Charge Asset**"):
- 6.2.1 if, without the Sellers' prior written consent, a Chargor creates or attempts to create any Security over all or any Floating Charge Asset;
 - 6.2.2 if any person levies or attempts to levy any distress, execution, attachment or other process against all or any Floating Charge Asset;
 - 6.2.3 if any person presents a petition to wind up a Chargor or applies for an administration order; or
 - 6.2.4 upon the enforcement of this deed.

No waiver

- 6.3 The giving by the Sellers of a notice pursuant to clause 6.1 in relation to any class of assets of a Chargor shall not be construed as a waiver or abandonment of the rights of the Sellers to serve similar notices in respect of any other class of assets or of any of the other rights of the Sellers.

7. DEFERRAL OF RIGHTS

- 7.1 Each Chargor warrants to the Sellers that it has not taken or received, and agrees not to take, exercise or receive the benefit of any Security or other right or benefit (whether by set-off, counterclaim, subrogation, indemnity, claim in insolvency, proof in liquidation or otherwise and whether from contribution or otherwise) (together the "**Rights**") from or against any other Chargor, its liquidator, an administrator, any surety or any other person in respect of any liability of or payment by it under this deed or otherwise in connection with this deed or the Secured Liabilities.
- 7.2 If any Rights are taken, exercised or received by a Chargor, that Chargor declares that such Rights and all monies at any time received or held in respect of such Rights shall be held by it on trust for the Sellers for application in or towards the discharge of the Secured Liabilities.
- 7.3 Each Chargor agrees that all other Rights and all monies from time to time held on trust by it for the Sellers under or pursuant to clause 7.2 shall be transferred, assigned or, as the case may be, paid to the Sellers, promptly following the Sellers' demand.
- 7.4 This clause 7 shall apply regardless of whether or not the Chargors have performed their obligations under this deed.

8. MULTIPLE CHARGORS

- 8.1 The liability of each Chargor to the Sellers shall be joint and several.
- 8.2 For the avoidance of doubt, the incapacity or insolvency of any Chargor shall not discharge or affect the liability of any other Chargor.
- 8.3 Until the Secured Liabilities are paid or discharged in full in accordance with the terms of the Transaction Documents, each Chargor irrevocably and unconditionally postpones all of its rights of contribution from any other Chargor.
- 8.4 The Sellers may, in their absolute discretion, release or accept any composition from or make any arrangements with any Chargor at any time from its obligations and liabilities to the Sellers under this deed or otherwise in respect of the Secured Liabilities without the consent of any other Chargor and without releasing,

discharging or otherwise affecting the liability of any other Chargor. The Sellers shall not be obliged to notify any other Chargor of such release or composition.

9. NEGATIVE PLEDGE

9.1 Each Chargor covenants with the Sellers that, during the continuance of the security created by this deed, it shall not without the prior written consent of the Sellers:

9.1.1 create, purport to create or permit to subsist any Security (other than a Permitted Security) upon any of the Charged Assets; or

9.1.2 sell, transfer, lease, licence, lend, part possession with, grant any interest in, or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Charged Assets save for a Permitted Disposal.

10. REPRESENTATIONS AND WARRANTIES

10.1 Each Chargor represents and warrants to the Sellers that:

10.1.1 Status

(a) it is a limited company duly organised, validly existing and registered under the relevant laws of its jurisdiction of incorporation;

(b) it has the power and all necessary governmental and other consents, approvals, licences and authorities to own its assets and carry on its business as it is being conducted;

10.1.2 Authority

it is empowered to enter into and perform its obligations contained in this deed and has taken all necessary action to authorise the execution, delivery and performance of this deed, to create the security to be constituted by this deed and to observe and perform its obligations under this deed;

10.1.3 Binding obligations

the obligations expressed to be assumed by it in this deed are legal, valid, binding and enforceable obligations;

10.1.4 Non-conflict with other obligations

the entry into and performance by it of, and the transactions contemplated by, this deed and the granting of this deed and security constituted by this deed do not and will not conflict with:

(a) any law or regulation applicable to it;

- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument;

10.1.5 Matters represented

Each of the representations and warranties in clause 10.1 will be correct and complied with in all respects at all times during the continuance of the security constituted by this deed.

11. GENERAL COVENANTS OF THE CHARGORS

11.1 Each Chargor hereby covenants with the Sellers that it will:

Maintenance and use

- 11.1.1 keep all buildings and erections forming part of the Charged Assets in a good state of repair and keep all Equipment, fixtures, fittings, drains, pipes, sanitary, water and other effects and services to or forming part of the Charged Assets in good working order and condition and ensure that the same is properly serviced in accordance with any relevant warranties or manuals;

Outgoings

- 11.1.2 duly and punctually pay all rates, rents, taxes, charges and other outgoings due by it in respect of the Charged Assets;

Inspection

- 11.1.3 in the event that the Chargors are in default of the Share Purchase Agreement but not otherwise permit the Sellers or their designated representatives to have, on reasonable notice and subject to the Sellers executing any documentation required by the Chargors as to keeping confidential and not using or disclosing any information received or seen, access during normal office hours to its accounts and accounting records and to any books and records relating to the Charged Assets, to inspect and take extracts from and make photocopies of the same and each Chargor shall provide, at its cost and expense, such clerical and other assistance as the Sellers may reasonably request;
- 11.1.4 in the event that the Chargors are in default of the Share Purchase Agreement but not otherwise permit the Sellers or their designated representatives to have, on reasonable notice, access during normal

office hours to any property or Equipment forming part of the Charged Assets to view, inspect, examine and photograph it and all records maintained in connection with it;

Comply with statutes

- 11.1.5 in relation to the Charged Assets, comply with all obligations under any present or future statute, regulation, order and instrument or under any by-laws, regulations or requirements of any competent authority or other approvals, licences or consents and, if requested by the Sellers, produce to the Sellers, within 14 days of receipt of the same, every material notice, order or proposal given or made in relation to the Charged Assets by any competent authority and either comply with the same or make such objections and representations against the same as the Sellers may require or approve;

Comply with covenants

- 11.1.6 observe and perform all covenants and stipulations from time to time affecting any part of the Charged Assets, or the manner of use or the enjoyment of the same and shall not, except with the prior written consent of the Sellers, enter into any onerous or restrictive obligations affecting any part of the Charged Assets;

Conduct of business

- 11.1.7 carry on its trade and business on those parts (if any) of the Charged Assets as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in such trade or business;

Deposit of documents and Securities transfers

- 11.1.8 if so requested by the Sellers, immediately on entering into this deed or, if later, promptly on receipt of the same, deposit with the Sellers all certificates, deeds and documents of title relating to or representing the Charged Assets, together with duly executed transfers or assignments in respect of the Securities with the name of the transferee left blank;
- 11.1.9 immediately on entering into this deed or, if later, promptly on receipt of the same, provide the Sellers with a copy of any report, notices, circulars, accounts, invoice, certificate or other communication received in respect of or in connection with the Charged Assets;
- 11.1.10 the Sellers may at any time complete the instruments of transfer in respect of the Securities and register the Securities either in their own

name or in the name of any nominee or (following an Event of Default) any transferee selected by it;

Intellectual Property

- 11.1.11 observe and comply with all material obligations and laws to which it is subject in its capacity as registered proprietor, beneficial owner, user, licensor or licensee of its Intellectual Property or any part of its Intellectual Property;

Property acquisitions

- 11.1.12 notify the Sellers promptly upon the acquisition by it of any freehold or leasehold property (or, if in Scotland, heritable property); and
- 11.1.13 on demand made to it by the Sellers, execute and deliver to the Sellers any legal mortgage (or, in the case of property situated in Scotland, standard security) in favour of the Sellers of any freehold or leasehold property (or, if in Scotland, heritable property) which becomes vested in it after the date of this deed and all fixtures and fittings thereon to secure the payment or discharge of the Secured Liabilities, such legal mortgage or standard security to be in such form as the Sellers may reasonably require. Any security document required to be executed by a Chargor pursuant to this clause will contain terms and conditions that are no more onerous than those contained herein;

The Land Registry

- 11.1.14 in respect of any freehold or leasehold land held by it as at the date of this deed or which it may hereafter acquire and which is registered land (or unregistered land subject to compulsory first registration), apply to the Chief Land Registrar for the registration of a Restriction against the registered titles in the following terms:

"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 Gavin Lewis Williams and Gail Ann Williams referred to in the charges register."

12. INSURANCE

- 12.1 Each Chargor hereby covenants with the Sellers that it will ensure that at all times Required Insurances are maintained in full force and effect, which:
- 12.1.1 insure that Chargor's interests in the Charged Assets, (including each Property and the plant and machinery on each Property and also

- including fixtures and improvements) for their full replacement value (being the total cost of entirely rebuilding, reinstating or replacing the relevant asset if it is completely destroyed, together with all related fees and demolition costs) against such risks as a prudent company (or, as the case may be, limited liability partnership) in the same business as that Chargor would insure;
- 12.1.2 include property owners' public liability and third party liability insurance; and
- 12.1.3 in each case are in an amount, and in form, and with an insurance company or underwriters, acceptable at all times to the Sellers.
- 12.2 Each Chargor must procure that the Sellers interest is noted on each of the Required Insurances (other than public liability and third party liability insurances).
- 12.3 Upon request each Chargor must use all reasonable endeavours to ensure that the Sellers receive copies of the Required Insurances, receipts for the payment of premiums for insurance and any information in connection with the insurances and claims under them which the Sellers may reasonably require.
- 12.4 Each Chargor must:
- 12.4.1 comply with the terms of the Required Insurances and not do or permit anything to be done which may make void or voidable any of the Required Insurances;
- 12.4.2 comply with all reasonable risk improvement requirements of its insurers;
- 12.4.3 ensure that each premium for the Required Insurances is paid promptly and in any event prior to the commencement of the period of insurance for which that premium is payable;
- 12.4.4 ensure that all other things necessary are done so as to keep each of the Required Insurances in force; and
- 12.4.5 ensure that a copy of each policy in respect of each Required Insurance is supplied to the Sellers promptly on request, together with the current premium receipts relating to it.
- 12.5 If a Chargor fails to comply with any term of this clause, the Sellers may, at the expense of that Chargor effect any insurance and generally do such things and take such other action as the Sellers may reasonably consider necessary or desirable to prevent or remedy any breach of this clause.
- 12.6 Except as provided below, the proceeds of any Required Insurances must, if the Sellers so require, be applied in reduction of the Secured Liabilities in such order as the Sellers see fit.

13. SECURITIES

- 13.1 Until the security constituted by this deed becomes enforceable:
- 13.1.1 the relevant Chargor will be entitled to receive and retain any dividends, distributions and other monies paid on or derived from the Securities; and
 - 13.1.2 the relevant Chargor will be entitled to exercise any voting and other rights and powers attaching to the Securities, provided that it will not exercise any such voting rights or powers in a manner prejudicial to the interests of the Sellers under this deed including to have the effect of changing the terms of the Securities (or any class of them).
- 13.2 At any time after the security constituted by this deed becomes enforceable the provisions of clause 17.2 shall apply.
- 13.3 The Sellers will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Securities are duly and promptly paid or received by them or their nominee or to verify that the correct amounts are paid or received or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Securities.
- 13.4 It is expressly agreed that, notwithstanding anything to the contrary contained in this deed, each Chargor shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of the Securities.

14. RIGHT OF APPROPRIATION

- 14.1 To the extent that:
- 14.1.1 any of the Charged Assets constitute Financial Collateral; and
 - 14.1.2 this deed and the obligations of the Chargors under this deed constitute a Security Financial Collateral Arrangement
- the Sellers shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of those Charged Assets in or towards the payment or discharge of the Secured Liabilities in such order as the Sellers may, at their absolute discretion, determine.
- 14.2 The value of any Charged Assets appropriated in accordance with clause 14 shall be the price of that Charged Asset at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Sellers may acting reasonably select (including independent valuation) or, in the case of cash, shall be the amount of cash appropriated.

- 14.3 Each Chargor agrees that any Charged Assets that are Financial Collateral may, at the Sellers' option, be held or designated so as to be under the control of the Sellers for all purposes of the Financial Collateral Regulations.
- 14.4 Each Chargor agrees that the methods of valuation provided for in clause 14.2 are commercially reasonable for the purposes of the Financial Collateral Regulations.

15. ENFORCEMENT OF SECURITY

- 15.1 The security constituted by this deed shall become immediately enforceable upon the occurrence of an Event of Default and the Sellers may, in their absolute discretion, enforce all or any part of the security constituted by this deed in such manner as they see fit.
- 15.2 The power of sale and other powers conferred by section 101 LPA (as varied or extended by this deed) shall arise on and be exercisable without further notice at any time after the execution of this deed, but the Sellers shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable under clause 15. Sections 93 and 103 LPA do not apply to the security constituted by this deed.

16. REDEMPTION OF PRIOR SECURITY

At any time after the security created under this deed has become enforceable, the Sellers may, at the sole cost of the Chargors (payable to the Sellers on demand) redeem any prior Security over any Charged Asset and/or procure the transfer of that Security to themselves and/or settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed shall be conclusive and binding on the Chargors. All money paid by the Sellers to such prior mortgagee, chargee or encumbrancer in accordance with such accounts shall form part of the Secured Liabilities.

17. APPOINTMENT AND POWERS OF RECEIVER AND ADMINISTRATOR

- 17.1 At any time after the security constituted by this deed becomes enforceable, or if so requested by the Chargor owning the relevant Charged Assets by written notice at any time, the Sellers (or any Delegate on their behalf) may:
- 17.1.1 without further notice appoint any person (or persons) to be a Receiver of all or any part of the Charged Assets and/or of the income from any Charged Asset; and/or
- 17.1.2 without further notice appoint any person (or persons) to be an Administrator of the Chargor. Such appointment shall take effect, in accordance with paragraph 19 of Schedule B1 Insolvency Act 1986,

- when the requirements of paragraph 18 of that Schedule B1 are satisfied; and
- 17.1.3 exercise in respect of all or any of the Charged Assets all or any of the powers and remedies given to mortgagees by the LPA, including the power to take possession of, receive the benefit of, or sell any of the Charged Assets.
- 17.2 At any time after the security constituted by this deed becomes enforceable the Sellers (or their nominees) may (without consent or authority from any Chargor):
- 17.2.1 exercise in the name of the relevant Chargor any voting rights attached to the Securities and any other powers or rights exercisable by the registered holder or bearer of the Securities; and
- 17.2.2 ensure that all dividends, distributions, interest and other monies declared, payable, paid or made in respect of the Securities received by or on behalf of any Chargor shall be held on trust for the Sellers (or their nominee) and promptly paid into an account designated by the Sellers or, if received by the Sellers (or their nominee) or any Delegate, may be applied by the Sellers as though they were the proceeds of sale.
- 17.3 The Sellers may, subject to any necessary approval from the court, end the appointment of an Administrator and appoint a replacement for any Administrator whose appointment ends for any reason.
- 17.4 The Sellers may remove from time to time any Receiver appointed by them and, whenever they may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated for whatever reason.
- 17.5 If at any time and by virtue of any such appointment there is more than one Receiver of all or any part of the Charged Assets and/or the income from such Charged Assets, such persons shall have power to act individually (unless the contrary shall be stated in the deed(s) or other instrument(s) appointing them).
- 17.6 If the Sellers enforce this deed themselves pursuant to clause 17.1.3 they will have the same powers as a Receiver in respect of those Charged Assets which are the subject of the enforcement.
- 17.7 An Administrator shall have all the powers given to him under the Insolvency Act.
- 17.8 Any Receiver shall (in addition to the powers conferred by the LPA and (notwithstanding that he is not an administrative receiver) schedule 1 to the Insolvency Act but without any of the restrictions imposed upon the exercise of those powers by such statutes) have the following powers:
- 17.8.1 the same powers to do, or to omit to do, in the name of and on behalf of any Chargor, anything which that Chargor itself could have done or

- omitted to do with such Charged Assets were they not the subject of this deed and such Chargor were not in insolvency proceedings;
- 17.8.2 to take possession of, collect and get in all or any part of the Charged Assets and/or income in respect of which he was appointed;
- 17.8.3 to manage the Charged Assets and the business of the relevant Chargor;
- 17.8.4 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- 17.8.5 to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which the relevant Chargor is concerned or interested prior to his appointment, being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land;
- 17.8.6 to sell or concur in selling, leasing or otherwise disposing of all or any part of the Charged Assets in respect of which he was appointed without the need to observe any restriction imposed by section 103 or 109 LPA;
- 17.8.7 to carry out any sale, lease or other disposal of all or any part of the Charged Assets by conveying, transferring, assigning or leasing the same in the name of the relevant Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, the relevant Chargor;
- 17.8.8 to lease, make agreements for leases, accept surrenders of leases and grant options as the Sellers shall think fit and without the need to comply with any of the provisions of sections 99 and 100 LPA;
- 17.8.9 to take any such proceedings, in the name of the relevant Chargor or otherwise, as he shall think fit in respect of the Charged Assets and/or income in respect of which he was appointed, including proceedings for recovery of Rental Income or other monies in arrears at the date of his appointment;
- 17.8.10 to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- 17.8.11 to insure, and renew any insurances in respect of, the Charged Assets as he shall think fit, or as the Sellers shall direct;

- 17.8.12 to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit, including, without prejudice to the generality of the foregoing power, to employ his partners and firm;
 - 17.8.13 to operate any rent review clause in respect of any property in respect of which he was appointed or any part of such property and to apply for any new or extended lease; and
 - 17.8.14 to do all such other things as may seem to him to be incidental or conducive to any other power vested in him in the realisation of the security constituted by this deed.
- 17.9 In making any sale or other disposal in the exercise of their respective powers, the Receiver or the Sellers or any Delegate may accept, as and by way of consideration for such sale or other disposal, cash, shares, loan capital or other obligations, including consideration fluctuating according to or dependent upon profit or turnover and consideration the amount of which is to be determined by a third party. Any such consideration may be receivable in a lump sum or by instalments and upon receipt by the Receiver, Sellers or Delegate, shall be and become charged with the payment of the Secured Liabilities. Any contract for any such sale or other disposal by the Receiver or the Sellers or any Delegate may contain conditions excluding or restricting the personal liability of the Receiver and the Sellers and any Delegate.
- 17.10 Any Receiver appointed under this deed shall be the agent of the relevant Chargor and the Chargors shall be solely responsible for his acts and defaults and for his remuneration.
- 17.11 Any Receiver shall be entitled to reasonable remuneration for his services at a rate to be fixed by agreement between him and the Sellers acting reasonably (or failing such agreement to be fixed by the Sellers acting reasonably) without the restrictions contained in section 109 LPA.
- 17.12 Only monies actually paid by a Receiver to the Sellers in satisfaction or discharge of the Secured Liabilities shall be capable of being applied by the Sellers in satisfaction of the Secured Liabilities.
- 17.13 Neither the Sellers nor any Receiver or Delegate shall be liable in respect of all or any part of the Charged Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless such loss or damage is caused by its or his gross negligence or wilful misconduct.
- 17.14 Neither the Sellers nor any Receiver or Delegate is obliged to take any particular action to collect the Receivables and neither shall be liable to any Chargor for the manner in which it collects or fails to collect any Receivable.

- 17.15 Without prejudice to the generality of clause 17.13, entry into possession of the Charged Assets shall not render the Sellers or the Receiver or any Delegate liable to account as mortgagee in possession and if and whenever the Sellers or any Receiver or Delegate enters into possession of the Charged Assets, it shall be entitled, any time at its discretion, to go out of such possession.
- 17.16 All or any of the powers which are conferred by this deed on a Receiver may be exercised by the Sellers or any Delegate without first appointing a Receiver or notwithstanding the appointment of any Receiver.
- 17.17 Except to the extent provided by law, none of the powers described in this clause 17 will be affected by an insolvency event in relation to any Chargor.

18. APPLICATION OF PROCEEDS

- 18.1 All monies received by the Sellers or any Receiver or Delegate appointed under this deed shall (subject to the rights and claims of any person having Security ranking in priority to the Security constituted by this deed) be applied in the following order of priority (but without prejudice to the Sellers' right to recover any shortfall from the Chargors):
- 18.1.1 in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Sellers (and any Receiver, Delegate, attorney or agent appointed by any of them) under or in connection with any of the Transaction Documents, and of all remuneration due to any Receiver under or in connection with any of the Transaction Documents;
 - 18.1.2 in or towards payment of the Secured Liabilities in any order and manner that the Sellers determine; and
 - 18.1.3 in payment of the surplus (if any) to the Chargors or other person entitled to it.
- 18.2 The provisions of clause 18.1 shall take effect as and by way of variation and extension to the provisions of section 109 LPA, which provisions as so varied and extended shall be deemed incorporated in this deed.

19. PROTECTION OF THIRD PARTIES

No purchaser from or other person dealing with the Sellers or with any Receiver or Delegate shall be obliged or concerned to enquire whether the right of the Sellers to appoint a Receiver or Delegate or the right of the Sellers or any Receiver or Delegate to exercise any of the powers conferred by this deed in relation to the Charged Assets or any part of the Charged Assets have arisen or become exercisable by the Sellers or by any such Receiver or Delegate, nor be concerned with notice to the contrary, nor with the propriety of the

exercise or purported exercise of any such powers and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.

20. CLAWBACK

- 20.1 Any release, discharge or settlement between any Chargor and the Sellers shall be deemed conditional upon no payment or security received by the Sellers in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration or receivership and, notwithstanding any such release, discharge or settlement the Sellers shall be entitled to recover the value or amount of such Security or payment from any Chargor as if such release, discharge or settlement had not occurred.
- 20.2 If any claim of the kind referred to in clause 20.1 is made against the Sellers under insolvency laws, the Sellers may agree the claim or settle it on any terms they choose without asking for any Chargor's agreement. If the Sellers do agree or settle the claim, the Chargors will be liable under this deed as if a court order had been made containing the terms the Sellers have agreed. The Chargors will be responsible for all costs and expenses the Sellers properly incur defending such a claim.

21. WAIVER OF RIGHTS

- 21.1 The obligations of the Chargors under this deed will not be affected by:
- 21.1.1 any time, waiver or consent granted to, or composition with any Chargor or any other person;
 - 21.1.2 any incapacity or lack of power, authority or legal personality of or change in the members or status of any Chargor or any other person or any defective or excessive exercise of any Chargor's powers or authority;
 - 21.1.3 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) termination or replacement of the Secured Liabilities or any document, guarantee or Security related to the Secured Liabilities including any change in the purpose of, any extension of or increase in any facility or the addition of any new facility or other document, guarantee or Security;
 - 21.1.4 any unenforceability, illegality, invalidity, irregularity or frustration of any obligation (actual or purported) of any person under this deed or any other document, guarantee or Security held in connection with the Secured Liabilities;

- 21.1.5 any insolvency, bankruptcy, liquidation, administration, winding-up, dissolution, limitation, disability, the discharge by operation of law or any similar proceedings in respect of a Chargor or any other person; or
- 21.1.6 any other act, omission or circumstance which but for this provision, might operate to exonerate or discharge a Chargor or otherwise reduce or extinguish its liability under this deed.
- 21.2 Without prejudice to the generality of clause 21.1, each Chargor expressly confirms that it intends that the guarantee and indemnity and the Security contained in this deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Transaction Documents and any fees, costs and/or expenses associated with the foregoing.

22. CONTINUING SECURITY AND SELLERS' PROTECTIONS

- 22.1 This deed shall remain in full force and effect as a continuing security, and, in the case of clause 3 as a continuing guarantee and indemnity, until the Secured Liabilities have been discharged in full.
- 22.2 The Sellers may make one or more demands under this deed.
- 22.3 This deed may be enforced without the Sellers first having:
 - 22.3.1 recourse to any other right, remedy, guarantee or security held or available to it;
 - 22.3.2 to take action or obtain judgment in any court against any Chargor or any other person;
 - 22.3.3 to make or file any claim in a bankruptcy, liquidation, administration or insolvency of any Chargor or any other person; or
 - 22.3.4 to make demand, enforce or seek to enforce any claim, right or remedy against any Chargor or any other person.

23. FURTHER ASSURANCE AND POWER OF ATTORNEY

Further assurance

- 23.1 Each Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Sellers may reasonably specify (and in such form as the Sellers may reasonably require in favour of the Sellers or their nominee(s)):
 - 23.1.1 to perfect the Security created or intended to be created under or evidenced by this deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this deed) or for the exercise of

- any rights, powers and remedies of the Sellers provided by or pursuant to the Transaction Documents or by law;
- 23.1.2 to confer on the Sellers over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this deed; and/or
- 23.1.3 to facilitate the realisation of the assets which are, or are intended to be, the subject of this deed.
- 23.2 Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Sellers by or pursuant to the Transaction Documents.
- 23.3 Any security document required to be executed by a Chargor pursuant to this clause 23.2 will be prepared at the cost of the Chargors.
- 23.4 Each Chargor, as registered proprietor, hereby appoints the Sellers as its agent to apply for the particulars of this deed and of the interest of the Sellers in the Intellectual Property and any other or future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of that Chargor to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994 and each Chargor hereby agrees to execute all documents and forms required to enable such particulars to be entered on the Register of Trade Marks.

Power of attorney

- 23.5 Each Chargor by way of security irrevocably appoints the Sellers and any Receiver or Delegate (in writing under hand signed by an officer of the Sellers or any Receiver or Delegate) severally to be its agents and attorneys in its name and on its behalf to:
- 23.5.1 do all things which that Chargor may be required to do under this deed;
- 23.5.2 sign, execute (using the company seal where appropriate), deliver and otherwise perfect any Security required to be signed or executed pursuant to the terms of this deed; and
- 23.5.3 sign, execute (using the company seal where appropriate), deliver and complete any deeds, instruments or other documents and to do all acts and things which may be required by the Sellers or any Receiver or Delegate in the exercise of any of their powers under this deed, or to perfect or vest in the Sellers, any Receiver or Delegate or their nominees or any purchaser, title to any Charged Assets or which they may deem expedient in connection with the getting in, disposal, or realisation of any Charged Assets.

- 23.6 Each agent and attorney may appoint a substitute or delegate his authority. Each Chargor ratifies and confirms (and agrees to ratify and confirm) anything which an attorney does under the power of attorney conferred by clause 23.5.

24. NOTICE OF SUBSEQUENT SECURITY – NEW ACCOUNTS

- 24.1 If the Sellers receive notice (whether actual or otherwise) of any subsequent Security affecting any part of the Charged Assets and/or the proceeds of sale of the Charged Assets, or the guarantee and indemnity or Security contained in this deed ceases to be continuing for any reason whatsoever they may open a new account or accounts for any Chargor in their books.
- 24.2 If the Sellers do not open a new account immediately on receipt of notice under clause 24.1, then (unless the Sellers give express written notice to the contrary to the relevant Chargor) all payments made by that Chargor to the Sellers shall be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt of the relevant notice by the Sellers.

25. SET-OFF

- 25.1 The Sellers may set-off any obligation due from a Chargor under this deed against any obligation owed by the Sellers to that Chargor.
- 25.2 The liabilities referred to in this clause 25 may be actual, contingent, primary, collateral, several or joint liabilities.
- 25.3 If the relevant obligation or liability is unliquidated or unascertained the Sellers may set-off the amount they estimate (in good faith) will be the final amount of such obligation or liability once it becomes liquidated or ascertained.

26. APPROPRIATION AND SUSPENSE ACCOUNT

Subject to clause 18, the Sellers may apply all payments received for the Secured Liabilities to reduce any part of those liabilities as they think fit.

27. PAYMENTS

- 27.1 Subject to clause 27.2, all payments to be made by a Chargor in respect of this deed, shall be made in immediately available funds to the credit of such account as the Sellers may designate. All such payments shall be made free and clear of, and without any deduction for, or on account of, any set-off or counterclaim or, except to the extent compelled by law, any deduction on account of any taxes.

- 27.2 If a Chargor is compelled by law to withhold or deduct any taxes from any sum payable under this deed to the Sellers, the sum so payable by that Chargor shall be increased so as to result in the receipt by the Sellers of a net amount equal to the full amount expressed to be payable under this deed.
- 27.3 Any demand, notification or certificate given by the Sellers specifying amounts due and payable under or in connection with any of the provisions of this deed shall, in the absence of manifest error, be conclusive and binding on the Chargors.

28. COSTS, EXPENSES AND INDEMNITIES

The Chargors shall reimburse the Sellers, any Receiver, any Delegate and any Administrator for all costs and expenses, including legal fees (and any value added or similar tax thereon) incurred in connection with the enforcement, attempted enforcement or preservation of any of their respective rights under this deed, or any of the documents referred to herein.

29. ASSIGNMENT AND TRANSFER

The Sellers may only assign or transfer all or any part of their rights under this deed when 28 days notice has been given to the Chargors of such intended assignment and the Chargors have been given a reasonable opportunity to discharge the outstanding liabilities owed under the terms hereof. No Chargor may assign, transfer, charge, make the subject of a trust or deal in any other manner with this deed or any of its rights under this deed or purport to do any of the same without the prior written consent of the Sellers such consent not to be unreasonably withheld.

30. THIRD PARTY RIGHTS

- 30.1 Subject to clauses 30.2 and 30.3, a person who is not a party to this deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon a provision of this deed. No party to this deed may hold itself out as trustee of any rights under this deed for the benefit of any third party unless specifically provided for in this deed. This clause 30.1 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 30.2 Any person to whom the benefit of any provision of this deed is assigned in accordance with the terms of the Transaction Documents is entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed which confers (expressly or impliedly) any benefit on any such person.
- 30.3 Any Receiver or Delegate may, subject to the Contracts (Rights of Third Parties) Act 1999 rely on any clause of this deed which expressly confers rights on it.

31. NOTICES

The provisions of clause 13 of the Share Purchase Agreement shall be deemed to be incorporated into this deed, *mutatis mutandis*, as if the same were set out in full herein.

32. GENERAL

- 32.1 No variation to this deed shall be effective unless made in writing and signed by or on behalf of all the parties to this deed. A waiver given or consent granted by the Sellers under this deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.
- 32.2 Each provision of this deed is severable and distinct from the others. If at any time any provision of this deed is or becomes unlawful, invalid or unenforceable to any extent or in any circumstances for any reason, it shall to that extent or in those circumstances be deemed not to form part of this deed but (except to that extent or in those circumstances in the case of that provision) the legality, validity and enforceability of that and all other provisions of this deed shall not be affected in any way.
- 32.3 If any provision of this deed is found to be illegal, invalid or unenforceable in accordance with clause 32.2 but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it legal, valid or enforceable.
- 32.4 The failure or delay in exercising a right or remedy provided by this deed or by law does not constitute a waiver of that (or any other) right or remedy. No single or partial exercise, or non-exercise or non-enforcement of any right or remedy provided by this deed or by law prevents or restricts any further or other exercise or enforcement of that (or any other) right or remedy.
- 32.5 The Sellers' rights and remedies contained in this deed are cumulative and not exclusive of any rights or remedies provided by law.
- 32.6 This deed may be executed in any number of counterparts each of which when executed and delivered shall be an original. All the counterparts together shall constitute one and the same document.

33. GOVERNING LAW AND JURISDICTION

- 33.1 This deed and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 33.2 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**").

33.3 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.

33.4 Clauses 33.2 to 33.4 are for the benefit of the Sellers only. As a result, the Sellers shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Sellers may take concurrent proceedings in any number of jurisdictions.

This document has been executed as a deed and delivered it on the date set out at the beginning of it.

SCHEDULE 1

The Parties

Name	Place of Incorporation	Registered Number	Registered Office
Utility Bidder Holdings Limited	England and Wales	11438707	167 London Road, Leicester, LE2 1EG
Utility Bidder Limited	England and Wales	06954978	167 London Road, Leicester, LE2 1EG

CHARGORS

EXECUTED as a **DEED** by **UTILITY**)
BIDDER HOLDINGS LIMITED acting by) Director
a director in the presence of:)

Witness Signature

Witness Name

Address

Occupation

EXECUTED as a **DEED** by **UTILITY**)
BIDDER LIMITED acting by a director in) Director
the presence of:)

Witness Signature

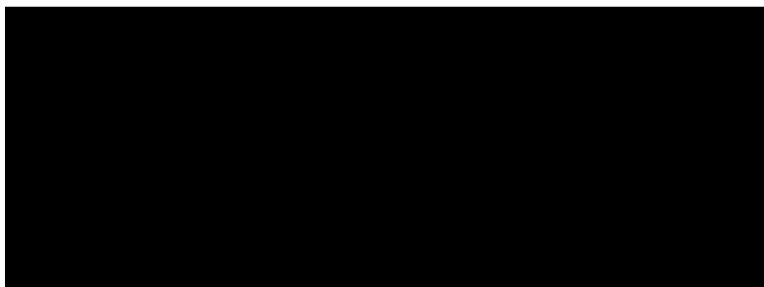
Witness Name

Address

Occupation

SELLERS

EXECUTED and **DELIVERED** as a)
DEED by **GAVIN LEWIS WILLIAMS**)
in the presence of:)



Witness Signature



Witness Name

Philip Briggs

Address

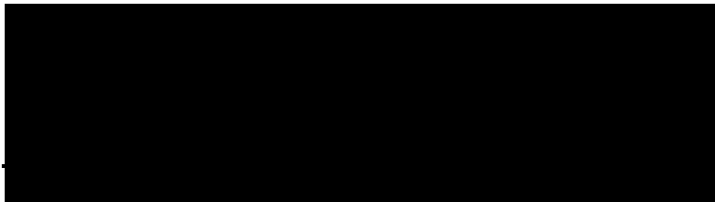
Freeths LLP
One Colton Square

Occupation

Leicester
LE1 1QH

Solicitor

EXECUTED and **DELIVERED** as a)
DEED by **GAIL ANN WILLIAMS**)
in the presence of:)



Witness Signature



Witness Name

Philip Briggs

Address

Freeths LLP
One Colton Square

Occupation

Leicester
LE1 1QH

Solicitor