✓ 004851/23

In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01
Particulars of a charge

Companies House

Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with this form
Please see 'How to pay' on the last page.

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument.

✗ **What this form is NOT for**
You may not use this form to register a charge where there instrument. Use form MR08.

FRIDAY

A7WG4FF5
A15 04/01/2019 #11
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration wit 21 days** beginning with the day after the date of creation of the charg delivered outside of the 21 days it will be rejected unless it is accompa court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. This will be *scanned and placed on the public record.* ***Do not send the original.***

For official use

→ **Filling in this form**
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

1 Company details

Company number	11509424 ✓
Company name in full	OLD HAVANA (CARDIFF) LTD ✓

2 Charge creation date

Charge creation date	d 2 d 4 m 1 m 2 y 2 y 0 y 1 y 8 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

Name	LSC FINANCE LTD. ✓
Name	
Name	
Name	

If there are more than four names, please supply any four of these names then tick the statement below.

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge.

MR01
Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief description

BY WAY OF A LEGAL DEBENTURE. ALL ASSETS AND UNDERTAKINGS OF THE COMPANY SUBJECT OF THE SECURITY CREATED PURSUANT TO THIS DEED.

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

- ☐ **Yes**
- ☑ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

- ☑ **Yes** Continue
- ☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

- ☐ **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

- ☑ **Yes**
- ☐ **No**

8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

❶ This statement may be filed after the registration of the charge (use form MR06).

9 Signature

Please sign the form here.

Signature

Signature

X X

This form must be signed by a person with an interest in the charge.

MR01
Particulars of a charge

Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name P. MEADOWS
Company name LSC FINANCE LTD
Address 1-7 FALLBARN ROAD
Post town RAWTENSTALL
County/Region
Postcode BB4 7NT
Country U.K
DX N/A 1
Telephone Tel. 01706 234623.

Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11509424

Charge code: 1150 9424 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th December 2018 and created by OLD HAVANA (CARDIFF) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th January 2019.

(P)

Given at Companies House, Cardiff on 10th January 2019

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

LSC

FINANCE LTD

DATED 24th December 2018

(1) LSC FINANCE LTD

and

(2) OLD HAVANA (CARDIFF) LTD

DEBENTURE

I certify this to be a true copy of the original

P. MEADOWS

(ID. 582938)

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THIS DEED is dated 24th December 2018

PARTIES

(1) **LSC FINANCE LTD,** a company incorporated in England and Wales (company number 08185244) whose registered office is at 1-7 Fallbarn Road, Rawtenstall, England, BB4 7NT (**Lender**); and

(2) **OLD HAVANA (CARDIFF) LTD** a company incorporated in England and Wales (company number 11509424) whose registered office is at 8 Axis Court Mallard Way, Riverside Business Park, Swansea, United Kingdom, SA7 0AJ

(3) (**Chargor**).

BACKGROUND

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

AGREED TERMS

1. *INTERPRETATION*

1.1 **Definitions**

In this Deed the following definitions apply:

Account: (a) the accounts (if any) with the details listed under the heading "Accounts" in Schedule 1 or such other account or accounts as the Lender may from time to time designate in writing; and
(b) all Related Rights.

Authorisation: an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

Business Day: a day (other than a Saturday or Sunday) on which banks are open for general business in London.

Charged Property: all the assets of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Lender by or pursuant to this Deed.

Enforcement Event: means the occurrence of any of the following:

(a) any of the Secured Obligations are not paid or *discharged when the same ought to be paid or* discharged by the Chargor (whether on demand, at scheduled maturity, or by acceleration or otherwise);
(b) the Chargor is in breach of any of its obligations under this Deed or under any other agreement

between the Chargor and the Lender and that breach (if capable of remedy) has not been remedied to the satisfaction of the Lender within 7 days of notice by the Lender to the Chargor to remedy the breach;

(c) a default or event of default, however defined, occurs under any agreement between the Chargor and the Lender;

(d) the Chargor is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;

(e) the value of the assets of the Chargor is less than its liabilities (taking into account contingent and prospective liabilities);

(f) a moratorium is declared in respect of any indebtedness of the Chargor;

(g) any corporate action, legal proceedings or other procedure or step is taken in relation to:

    (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Chargor;

    (ii) a composition, compromise, assignment or arrangement with any creditor of the Chargor;

    (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Chargor or any of its assets; or

    (iv) enforcement of any security over any assets of the Chargor;

(h) any expropriation, attachment, sequestration, distress or execution affects any asset or assets of the Chargor;

(i) any event occurs in relation to the Chargor that is analogous to those set out in paragraphs (d) to (h) above; or

(j) any representation, warranty or statement made or deemed to be made by the Chargor under this Deed or any other agreement between the Chargor and

the Lender is or proves to have been incorrect or misleading when made or deemed to be made.

Environment: the natural and man-made environment, including all or any of the following media, namely air, water and land (including air within buildings and other material or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.

Environmental Law: all and any international, European Union or national laws, common law, statutes, directives, bye-laws, orders, regulations or other subordinate legislation, notices, codes of practice, circulars, guidance notes, judgments or decrees, relating to or connected with the protection of human health or the Environment or the conditions of the work place or the generation, transportation, storage, treatment or disposal of Hazardous Items.

Environmental Permits: any permit or other Authorisation and the filing of any notification, report or assessment required under any Environmental law for the operation of the business of the Chargor conducted on or from the properties owned or used by the Chargor.

EU Regulation: the Council of the European Union Regulation 1346/2000/EC on insolvency proceedings.

Facility Agreement: the facility agreement dated on or around the date of this Deed and made between (1) the Lender and (2) the Chargor.

Finance Documents: has the meaning given to it in the Facility Agreement.

Floating Charge Property: has the meaning given in clause 3.1(n).

Hazardous Items: any waste of any kind, noise, vibration, smell, fumes, smoke, soot, ash, dust, grit, pollution, chemicals, leachate, petroleum products, ground water, noxious, radioactive, inflammable, explosive, dangerous or offensive gases or materials and any other substances of whatever nature which could cause harm to the health of living organisms or the Environment or to public health or welfare.

Insurance Policy: any policy of insurance and cover note in which the Chargor may from time to time have an interest.

Intellectual Property Rights:

(a) all present and future patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered (including but not limited to any specified under the heading "Intellectual Property" in Schedule 1);

(b) the benefit of all applications and rights to use such assets; and

(c) all Related Rights.

Investments:

(a) any stocks, shares, debentures, bonds, warrants or other securities, whether held directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf (including, but not limited to, any specified under the heading "Shares" in Schedule 1); and

(b) all Related Rights (including all rights against any trustee, fiduciary or clearance system).

Investment Derivative Rights:

all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investment.

Issuer:

the issuer of any Investment.

LPA 1925:

the Law of Property Act 1925.

Material Contracts:

(a) the agreements (if any) listed under the heading "Material Contracts" in Schedule 1;

(b) any other contract entered into by the Chargor that may from time to time be identified in writing by the Lender as a Material Contract; and

(c) all Related Rights.

Party:

a party to this Deed.

Plant and Machinery:

(a) all equipment, machinery, plant, computers, office equipment, vehicles and all other assets of a similar nature which are now, or at any time after the date of this Deed become, the property of the Chargor (including, but not limited to, any specified under the heading "Plant and Machinery" in Schedule 1); and

(b) all Related Rights.

Real Property:

(a) any freehold, leasehold or other immovable property (including, but not limited to, the property (if any) specified in Schedule 1); and
(b) any buildings, erections, fixtures or fittings from time to time situated on or forming part of such property (including any trade fixtures and fittings); and
(c) all Related Rights.

Receivables:

(a) all present and future book and other debts and monetary claims owing to the Chargor; and
(b) all Related Rights.

Receiver:

a receiver, manager, administrator or administrative receiver appointed pursuant to the provisions of this Deed or any applicable law.

Related Rights:

in relation to any asset,

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

Security Period:

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

Secured Obligations:

all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever) owed by the Chargor to the Lender together with all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its respective rights against the Chargor.

1.2 **Interpretation**

(a) Capitalised terms defined in the Facility Agreement have, unless expressly defined in this Deed, have the same meaning in this Deed.

(b) The provisions of clause 1.1 (Interpretation) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed, except that reference to the Facility Agreement will be construed as references to this Deed.

(c) In this Deed:

(i) words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;

(ii) an Enforcement Event is "**continuing**" if it has not been remedied or waived;

(iii) the words "**including**" shall not be construed as limiting the generality of the words preceding it;

(iv) "**clearance system**" means a person whose business is or includes the provision of clearance services or security accounts or any nominee or depositary for that person; and

(v) unless the context otherwise requires, any reference to "**Charged Property**" includes any part of that Charged Property, any proceeds of that Charged Property and any present and future assets of that type.

(d) Any covenant by the Chargor under this Deed remains in force during the Security Period and is given for the benefit of the Lender.

(e) an undertaking, settlement of liability and/or obligation in respect of the Property (whether directly or indirectly related to the Property), to the extent that the Chargor cannot perform such undertaking, settlement of a liability and/or obligation, the shall be deemed to be an obligation of the Chargor to procure adherence of the undertaking and/or settlement of a liability and/or obligation;

(f) The terms of any finance arrangements between the parties to this Deed are incorporated in this Deed to the extent required to ensure that any disposition of Real Property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

(g) Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

(h) Notwithstanding any terms of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

1.3 **General**

(a) The fact that no or incomplete details of any Charged Property are inserted in Schedule 1 (*Charged Property*) does not affect the validity or enforceability of the security created by this Deed.

(b) If the Chargor assigns an agreement under this Deed and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained:

(i) the Chargor must notify the Lender immediately;

(ii) unless the Lender otherwise requires, the Chargor must use all reasonable endeavours to obtain the consent as soon as practicable; and

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

2. COVENANT TO PAY

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

3. GRANT OF SECURITY

3.1 Charges

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

(a) by way of legal mortgage, the Real Property now or at any time after the date of this Deed belonging to the Chargor;

(b) by way of fixed charge, any Real Property now or at any time after the date of this Deed belonging to the Chargor (other than property charged under clause (a) above);

(c) by way of fixed charge, all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession;

(d) by way of fixed charge, all present and future Receivables, other than those validly and effectively assigned under clause 3.3;

(e) by way of fixed charge, other than those validly and effectively assigned under clause 3.3,

(i) all present and future Investments;

(ii) all Investment Derivative Rights;

(iii) where any Investment is held in a system for the deposit and settlement of transactions in investments, all rights against the operator of such system or any participant in respect of such Investment;

(f) by way of fixed charge, all present and future Intellectual Property Rights;

(g) by way of fixed charge all of its rights in respect of any amount standing to the credit of any Accounts and the debt represented by those Accounts;

(h) by way of fixed charge, the goodwill of the Chargor;

(i) by way of fixed charge, the uncalled capital of the Chargor;

(j) by way of fixed charge, all rights, interests and claims in the Insurance Policies, other than those validly and effectively assigned under clause 3.3;

(k) by way of fixed charge, all rights, interests and claims in the Material Contracts, other than those validly and effectively assigned under clause 3.3;

(l) by way of fixed charge, the benefits of all licences, consents and authorisations held in connection with its business or the use of any Charged Property, and the right to any compensation in respect of any of them;

(m) by way of fixed charge, all rights, interests and claims in any pension fund now or in the future; and

(n) by way of floating charge, the whole of its undertaking and assets, present and future other than any assets validly and effectively mortgaged, charged or assigned by way of security (whether at law or in equity) by this Deed (**Floating Charge Property**).

3.2 **Qualifying Floating Charge**

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

3.3 **Security Assignment**

(a) The Chargor with full title guarantee assigns to the Lender absolutely, subject to a proviso for re-assignment on redemption to the Lender as continuing security for the payment and discharge of the Secured Obligations all of its rights, title, interest and benefit from time to time in and to the:

(i) Material Contracts;

(ii) Insurance Policies;

(iii) Investments; and

(iv) Receivables.

(b) To the extent that any right described in clause (a) is not assignable or capable of assignment, the assignment purported to be effected by clause (a) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be entitled to in respect of that right.

4. CRYSTALLISATION OF FLOATING CHARGE

4.1 The Lender may at any time by notice in writing to the Chargor immediately convert the floating charge created by clause 3.1(n) into a fixed charge as regards any property or assets specified in the notice if:

(a) an Enforcement Event has occurred and is continuing; or

(b) the Lender considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or

(c) the Lender considers that it is desirable in order to protect the priority of the security created under this Deed.

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

(a) any steps are taken for any of the Charged Property to become subject to any security in favour of any other person; or

(b) any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or

(c) a resolution is passed or an order is made for the winding-up, dissolution, or re-organisation of or any steps are taken for the appointment of an administrator in respect of the Chargor,

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

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

5. NEGATIVE PLEDGE

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

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

6. PERFECTION OF SECURITY

6.1 *Deposit of Title Documents*

Immediately following the execution of this Deed (or, if later, the date of acquisition of the relevant Charged Property), the Chargor shall deposit with the Lender:

(a) all deeds and documents of title relating to the Charged Property;

(b) all Insurance Policies to which the Chargor is entitled to possession;

(c) all certificates relating to the Investments together with stock transfer forms executed in blank; and

(d) all other documents as the Lender (acting reasonably) may from time to time require for perfecting its title to the Investments or for vesting or enabling it to vest the Investments in itself or its nominees or in any purchaser.

6.2 Notices of Assignment

The Chargor shall, on the date of this Deed (and within five Business Days of obtaining any Insurance Policy, opening of any bank account or executing any Material Contract after the date of this Deed):

(a) give notice in the form set out in Schedule 2 (*Form of Notice of Assignment to Contract Counterparty*) to each person with whom the Chargor has entered into a Material Contract

and shall use all reasonable endeavours to procure that each addressee of such notice promptly provides an acknowledgement to the Lender in the form set out in Schedule 2 (*Form of Acknowledgement from Contract Counterparty*);

(b) give notice in the form set out in of Schedule 3 (*Form of Notice of Assignment to Insurers*) to each insurer with whom the Chargor has an Insurance Policy of the assignment and shall use all reasonable endeavours to procure that each addressee of such notice will promptly provide an acknowledgement to the Lender in the form set out in Schedule 3 (*Acknowledgement and Undertaking*); and

(c) give notice in the form set out in Schedule 4 (*Form of Notice of Assignment to Account Bank*) to each bank at which an Account is held and shall use all reasonable endeavours to procure that each such bank will promptly provide an acknowledgement to the Lender in the form set out in Schedule 4 (*Form of Account Bank Acknowledgement*).

6.3 **Registration of Intellectual Property Rights**

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

6.4 **Land Registry disposal restriction**

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

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Deed dated 2018 in favour of LSC Finance Limited referred to in the charges register."

6.5 **Tacking**

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

"The Lender under a facility agreement dated 2018 between, among others, the Chargor and the Lender is under an obligation (subject to the terms of that facility agreement) to the Chargor to make further advances and the security agreement referred to in the charges register dated 2018 in favour of the Lender secures those further advances."

7. **FURTHER ASSURANCE**

7.1 The Chargor shall, at its own expense, promptly take whatever action the Lender may require for:

(a) creating, perfecting or protecting the security intended to be created by this Deed;

(b) facilitating the realisation of any of the Charged Property; or

(c) facilitating the exercise of any right, power or discretion exercisable by the Lender or any Receiver (or any delegates or sub-delegates) in respect of any of the Charged Property,

including the execution of any security or other document (in such form as the Lender may reasonably require), the giving of any notice, order or direction and the making of any registration which the Lender may think expedient.

8. REPRESENTATIONS

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

(a) it is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation;

(b) it has the power to own its assets and carry on its business as it is being conducted;

(c) the Charged Property is, or when acquired will be, legally and beneficially owned by the Chargor free of any security other than security created by or expressly permitted by this Deed;

(d) this Deed creates the security which it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise;

(e) this Deed is its legal, valid and binding obligation and, subject to the general principles of law limiting its obligations, is enforceable in accordance with its terms;

(f) it has the power to enter into, perform and deliver and has taken all necessary action to authorise its entry into, performance and delivery of this Deed and the transactions contemplated by this Deed;

(g) all authorisations required or desirable to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed and to make this Deed admissible in evidence in its jurisdiction of incorporation have been obtained or effected and are in full force and effect;

(h) the Investments are fully paid and are not subject to any option to purchase or similar right; and

(i) for the purposes of the EU Regulation, its centre of main interests (as that expression is used in Article 3(1) of the EU Regulation, is situated in England and Wales and it has no other "establishment" (as that term is used in Article 2(h) of the EU Regulation) in any other jurisdiction.

9. UNDERTAKINGS

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

9.1 Charged Property generally

(a) if an Enforcement Event is continuing, permit the Lender and/or its delegates (not more than once in every financial year unless the Lender reasonably suspects an Enforcement Event is continuing or may occur) access at all reasonable times and on reasonable notice at the risk and cost of the Chargor to the premises (including, without limitation, any Charged Property), assets, books, accounts and records of the Chargor;

(b) provide the Lender with all information which it may reasonably request in relation to the Charged Property;

(c) comply in all material respects with all obligations in relation to the Charged Property under any present or future law, regulation, order or instrument of any competent authority or other approvals, licences or consents;

(d) notify the Lender within 14 days of receipt of every application, requirement, notice, order or proposal given, or made in relation to, the Charged Property by any competent authority and (if required by the Lender) immediately provide it with a copy of the same and either (i) comply with such notice, order or proposal or (ii) make such objections to the same as the Lender may require or approve;

(e) duly and punctually pay all rates, rents, taxes and other outgoings owed by it in respect of the Charged Property;

(f) comply in all respects with any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Charged Property;

(g) not, except with the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any of the Charged Property or agree to any amendment, supplement, waiver, surrender or release of any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Charged Property; and

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

9.2 **Property matters**

(a) not, except with the prior written consent of the Lender:

(i) grant or agree to grant any lease, licence or other right of occupation or right to receive rent in respect of any of the Real Property;

(ii) accept a surrender of any lease, licence or other right of occupation (whether independently or under any statutory power);

(iii) consent to any sublease or assignment of any interest in any part of the Real Property;

(b) comply with all Environmental Law, obtain, maintain and ensure compliance with all requisite Environmental Permits and implement procedures to monitor compliance with and to prevent liability under any Environmental Law;

(c) maintain all buildings, plant, machinery, fixtures and fittings forming part of the Charged Property in a good and substantial repair and condition and, as appropriate, in good working order;

(d)

(i) exercise its rights and comply with its obligations under any headlease;

(ii) use its reasonable endeavours to ensure that each landlord complies with its obligations under each headlease; or

(iii) if required to do so by the Lender apply for release against forfeiture of any headlease,

in a proper and timely manner;

(e) not:

(i) agree to any amendment, supplement, waiver, surrender or release of any headlease;

(ii) exercise any right to break, determine or extend any headlease; or

(iii) do or permit to be done anything as a result of which any lease may be liable to forfeiture or otherwise be terminated;

(f) not make or allow to be made any application for planning permission in respect of any Real Property or carry out any demolition, construction, structural alterations or additions, development or any similar operations in respect of any part of its Real Property except maintenance of the building, plant, machinery, fixtures and fittings or the carrying out of non-structural improvements or alterations which affect only the interior of any building on any Real Property;

(g) comply in all respects with all planning laws, permissions, agreements and conditions to which its Real Property may be subject;

(h) grant the Lender on request all reasonable facilities within the power of the Chargor to allow the Lender (or its lawyers) to carry out (at the Chargor's expense) investigations of title to the Real Property and to make all enquiries in relation to any part of the Real Property which a prudent mortgagee might carry out;

(i) immediately upon demand by the Lender, provide the Lender with such information and documents as may be required to enable the Lender's lawyers to prepare a report as to the title of the Chargor to the Real Property concerning those items which may properly be sought to be covered by a prudent mortgagee in a lawyer's report of this nature;

(j) notify the Lender immediately upon the acquisition of any Real Property;

(k) in respect of any Real Property which is acquired after the date of this Deed, title to which is registered at the Land Registry or which is required to be so registered:

(i) immediately on request by the Lender and at the cost of the Chargor, execute and deliver to the Lender a legal mortgage in favour of the Lender of that property in any form (consistent with this Deed) which the Lender may require;

(ii) give written notice of the security to the Land Registry and procure that notice of the security is clearly noted in the Register of Title for such Real Property;

(iii) procure that no person is registered as proprietor of any such property under the Land Registration Acts 1925 to 2002 without the prior written consent of the Lender;

9.3 **Plant and Machinery**

(a) maintain at its own expense all Plant and Machinery for the time being owned by it in good working order and condition (ordinary wear and tear excepted);

(b) immediately on request by the Lender, affix to any item of Plant and Machinery a durable notice of this Deed in such form as the Lender may require;

(c) not make any material alterations or additions to any Plant and Machinery which are reasonably likely to depreciate, jeopardise or prejudice their value or marketability;

(d) not except with the prior written consent of the Lender remove any Plant and Machinery from the Charged Property except for the purpose of maintenance pursuant to the terms of this Deed.

9.4 **Insurance**

(a) ensure that at all times insurances are maintained in full force and effect, which:

(i) insure it in respect of its interests in any Charged Property and the plant and machinery on each Real Property (including fixtures and improvements) for their full replacement value (being the total cost of entirely rebuilding, reinstating or replacing the relevant asset if it is completely destroyed, together with all related fees and demolition costs) and to:

(A) provide cover against loss or damage by fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft and other aerial devices and articles dropped from them, riot, civil commotion and malicious damage, bursting or overflowing of water tanks, apparatus or pipes and all other normally insurable risks of loss or damage;

(B) provide cover for site clearance, shoring or propping up, professional fees and value added tax together with adequate allowance for inflation;

(C) provide cover against acts of terrorism, including any third party liability arising from such acts;

(D) provide cover for loss of rent (in respect of a period of not less than three years or, if longer, the minimum period required under any lease documents) including provision for any increases in rent during the period of insurance; and

(ii) include property owners' public liability and third party liability insurance;

(iii) insure such other risks as a prudent company in the same business as the Chargor would insure; and

(iv) in each case are in an amount, and in form, and with an insurance company or underwriters, acceptable at all times to the Lender;

(b) procure that the Lender is named as co-insured under each of the Insurance Policies (other than public liability and third party liability insurances) but without liability on the part of the Lender for any premium in relation to those Insurances;

(c) procure that the Insurance Policies comply with the following requirements:

(i) each of the Insurance Policies must contain:

(A) a non-invalidation and non-vitiation clause under which the Insurance will not be vitiated or avoided as against any insured party as a result of any circumstances beyond the control of that insured party or any misrepresentation, non-disclosure, or breach of any policy term or condition, on the part of any insured party or any agent of any insured party;

(B) a waiver of the rights of subrogation of the insurer as against the Chargor, the Lender and the tenants of each Real Property; and

(C) a loss payee clause in such terms as the Lender may reasonably require in respect of insurance claim payments otherwise payable to the Chargor;

(ii) the insurers must give at least 30 days' notice to the if any insurer proposes to repudiate, rescind or cancel any Insurance, to treat it as avoided in whole or in part, to treat it as expired due to non-payment of premium or otherwise decline any valid claim under it by or on behalf of any insured party and must give the opportunity to rectify any such non-payment of premium within the notice period; and

(iii) the Chargor must be free to assign all amounts payable to it under each of its Insurance Policies and all its rights in connection with those amounts in favour of the Lender;

(d) use all reasonable endeavours to ensure that the Lender receives copies of the Insurance Policies, receipts for the payment of premiums for insurance and any information in connection with the insurances and claims under them which the Lender may reasonably require;

(e) promptly notify the Lender of:

(i) the proposed terms of any future renewal of any of the Insurance Policies;

(ii) any amendment, supplement, extension, termination, avoidance or cancellation of any of the Insurance Policies made or, to its knowledge, threatened or pending;

(iii) any claim, and any actual or threatened refusal of any claim, under any of the Insurance Policies; and

(iv) any event or circumstance which has led or may lead to a breach by it of any term of this clause;

(f) comply with the terms of the Insurance Policies;

(g) not do or permit anything to be done which may make any of the Insurance Policies void or voidable;

(h) comply with all reasonable risk improvement requirements of its insurers;

(i) ensure that:

(i) each premium for the Insurance Policies is paid promptly and in any event prior to the commencement of the period of insurance for which that premium is payable; and

(ii) all other things necessary are done so as to keep each of the Insurance Policies in force;

9.5 **Intellectual Property Rights**

(a) preserve and maintain the subsistence and validity of the Intellectual Property necessary for its business;

(b) use reasonable endeavours to prevent any infringement in any material; respect of the Intellectual Property;

(c) make registrations and pay all registration fees and taxes necessary to maintain the Intellectual Property in full force and effect and record its interest in that Intellectual Property;

(d) not use or permit the Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of the Intellectual Property or imperil its right to use such property;

(e) not discontinue the use of the Intellectual Property;

(f) maintain a comprehensive, detailed and up-to-date centralised record of all its Intellectual Property Rights (including details of agents engaged in relation to registrations of it) and, when reasonably requested by the Lender, immediately provide to the Lender a copy of such record and/or a summary of all its Intellectual Property Rights created or acquired since the date of this Deed or the date of last notification;

9.6 **Receivables**

(a) deal with the Receivables in accordance with any directions given in writing from time to time by the Lender and, in the absence of such directions, hold the Receivables on trust for the benefit of the Lender;

(b) after the security created under this Deed becomes enforceable, comply with any notice served by the Lender on the Chargor prohibiting the Chargor from withdrawing all or any monies from time to time standing to the credit of its accounts with any bank, financial institution or other person, except with the prior written consent of the Lender;

(c) if called upon so to do by the Lender, execute a legal assignment of the Receivables to the Lender in such terms as the Lender may require and give notice thereof to the debtors from whom the Receivables are due, owing or incurred;

(d) deliver to the Lender such information as to the amount and nature of its Receivables as the Lender may from time to time reasonably require;

9.7 **Investments**

(a) promptly pay all calls or other payments which may become due in respect of the Investments;

(b) promptly send to the Lender copies of all notices, circulars, reports, accounts and other documents which are sent to the holders of any Investments;

(c) at the request of the Lender, procure all consents, waivers and approvals which are necessary, under the articles of association of any Issuer or otherwise, for the transfer of the Investments to the Lender or its nominee or to a purchaser upon the enforcement of this Deed and to procure the amendment of the share transfer provisions of each Issuer's articles of association in such manner as the Lender may require in order to permit such a transfer;

(d) if so requested by the Lender:

(i) instruct any clearance system to transfer any investment held by it for the Chargor or its nominee to an account of the Lender or its nominee with that clearance system; and

(ii) take whatever action the Lender may request for the dematerialisation or re-materialisation of any Investment held in a clearance system;

(e) without prejudice to the above, permit the Lender, at the expense of the Chargor, to take whatever action it deems necessary for the dematerialisation or re-materialisation of any Investment;

(f) until the security created under this Deed becomes enforceable, be entitled to:

(i) receive and retain all dividends, distributions and other moneys paid on or derived from the Investments; and

(ii) exercise all voting and other rights and powers attaching to the Investments provided that it must not do so in a manner which is prejudicial to the interests of the Lender under this Deed;

(g) after the security created under this Deed becomes enforceable:

(i) hold all dividends, distributions and other moneys paid on or derived from the Investments on trust for the Lender and pay the same immediately upon receipt into the Account; and

(ii) comply and procure that its nominees comply with any directions from the Lender concerning the exercise of all voting and other rights and powers attaching to the Investments;

(h) at any time after the security created under this Deed becomes enforceable, permit the Lender to complete the instrument(s) of transfer for the Investments on behalf of the Chargor in favour of itself or such other person as it may select;

9.8 **Material Contracts**

(a) not, without the prior written consent of the Lender, amend or waive any term of any Material Contract, terminate any Material Contract or release any other party from its obligations under any Material Contract;

(b) duly perform its obligations under each Material Contract, notify the Lender of any material default by it or any other party under any Material Contract and not take any action which would reduce or impede recoveries in respect of any Material Contract;

(c) provide to the Lender, as soon as practicable upon receipt, copies of all notices which it may from time to time receive from any other party to any Material Contract;

(d) diligently pursue its rights under each Material Contract (to the extent that such exercise would not result in a an Enforcement Event);

9.9 **Centre of Main Interests**

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

9.10 **Goodwill**

(a) not, except with the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed), grant any franchise, licence or other authority to any person to use its company name, trade name or business name or any other business asset which will materially and adversely affect the value of the goodwill of the Chargor;

(b) where the prior written consent of the Lender had been given under clause (a), comply with clause 9.6 in relation to any income or monies receivable in respect of such franchise, licence or authority as if such income or monies were Receivables;

9.11 **Uncalled capital**

(a) not call up, or receive in advance of its due date, any uncalled capital;

(b) promptly apply any paid capital towards the repayment, in full or in part, of the Secured Obligations.

9.12 **Accounts**

(a) not without the prior written consent of the Lender, withdraw any monies standing to the credit of an Account.

10. ENFORCEMENT OF SECURITY

10.1 **Enforcement**

The security created under this Deed shall become immediately enforceable if an Enforcement Event is continuing.

10.2 **Powers on enforcement**

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

(a) all or any of the powers, authorities and discretions conferred on mortgagees by the LPA 1925 (as varied or extended by this Deed);

(b) all of the powers conferred on the holder of a qualifying floating charge (as defined in the Insolvency Act 1986) by the Insolvency Act 1986; and

(c) all or any of the powers conferred by this Deed.

10.3 **No Liability as Mortgagee in Possession**

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

11. POWERS OF THE LENDER

11.1 ***Extension of Powers***

The power of sale conferred on the Lender and on any Receiver by this Deed shall operate as a variation and extension of the statutory power of sale under section 101 of the LPA 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Deed.

11.2 **Restrictions**

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

11.3 **Power of Leasing**

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

11.4 ***Discretion***

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

11.5 ***Delegation***

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

11.6 **Investigations**

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

11.7 Power to Remedy

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

12. APPOINTMENT OF RECEIVER

12.1 Appointment and Removal

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

(a) appoint one or more persons jointly or severally to be a Receiver of the whole or any part of the Charged Property;

(b) remove (so far as it is lawfully able) any Receiver so appointed; and

(c) appoint another person as an additional or replacement Receiver.

12.2 Restrictions on appointment

(a) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the LPA 1925) does not apply to this Deed.

(b) The Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A to the Insolvency Act 1986.

(c) The Lender may not appoint an administrative receiver (as defined in section 29(2)) of the Insolvency Act 1986) over the Charged Property if the Lender is prohibited from doing so by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

12.3 Capacity of Receivers

Each Receiver shall be:

(a) an agent of the Chargor. The Chargor shall be solely responsible for the Receiver's Contracts, engagements, acts, omissions, defaults, losses and liabilities and for the payment of the Receiver's remuneration; and

(b) entitled to remuneration for his services at a rate to be fixed by the Lender from time to time (without being limited to the maximum rate specified in section 109(6) of the LPA 1925).

13. POWERS OF RECEIVER

13.1 General Powers

Every Receiver shall have all the powers:

(a) conferred by the LPA 1925 on mortgagors and on mortgagees in possession and receivers appointed under that Act;

(b) set out in Schedule 1 to the Insolvency Act 1986 and, in the case of an administrator, Schedule B1 to the Insolvency Act 1986; and

(c) conferred from time to time on receivers by statute.

13.2 Additional Powers

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

(a) to take possession of, collect and get in all or any part of the Charged Property;

(b) to carry on, manage or concur in carrying on and managing all or any part of the business of the Chargor in any manner he thinks fit;

(c) to borrow or raise money and secure the payment of any money in priority to the charges created by this Deed for the purpose of exercising his powers and/or defraying any costs or expenses incurred by him in such exercise;

(d) to sell, let, lease or concur in selling, letting or leasing and to vary the terms or determine, surrender and to accept surrenders of leases or tenancies of or grant options or licences over all of any part of the Charged Property in any manner and on such terms as he thinks fit. The consideration for any such transaction may consist of cash or of shares or securities or other obligations (and the amount of such consideration may be dependent on profit or turnover or be determined by a third party) and may be payable in a lump sum or in instalments;

(e) to sever any fixtures (including trade and tenants fixtures) from the property of which they form part, without the consent of the Chargor;

(f) to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Charged Property, including, without limitation, all voting and other rights attaching to the Investments;

(g) to make and effect all repairs, renewals, improvements, and insurances, commence and/or complete any building operation and/or apply for and maintain any planning permission, building regulation approval or other authorisation in each case as he thinks fit;

(h) to redeem any prior security in respect of all or any of the Charged Property and to settle and pass the accounts of the holder of such prior security and any accounts so settled and passed will, in the absence of manifest error, be conclusive and binding on the Chargor. All moneys paid to the holder of such security in accordance with such accounts shall form part of the Secured Obligations;

(i) to promote the formation of subsidiaries of the Chargor for the purpose of purchasing, leasing, licensing or otherwise acquiring interests in all or any of the assets of the Chargor and to arrange for any such subsidiaries to trade or cease to trade on such terms as the Receiver thinks fit;

(j) to take such proceedings and to settle, adjust, refer to arbitration, compromise and/or arrange any claim, account or demand which the Lender or the Receiver may think fit;

(k) to appoint managers, officers, agents, accountants and workmen at such salaries and for such periods as the Receiver may determine and to discharge any person appointed by the Chargor;

(l) to exercise in relation to all or any part of the Charged Property all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Charged Property;

(m) lend money or advance credit to any customer of the Chargor;

(n) give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Charged Property;

(o) let any Charged Property for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Charged Property on any terms which he thinks fit; and/or

(p) to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise expedient for or incidental or conducive to the preservation, improvement or realisation of the Charged Property.

14. APPLICATION OF MONEYS

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

(a) first, in satisfaction of, or provision for, all costs, charges and expenses incurred by the Lender or any Receiver and the payment of the remuneration of any Receiver;

(b) second, in or towards satisfaction of the Secured Obligations; and

(c) third, any surplus shall be paid to the Chargor or any other person entitled thereto.

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

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

14.4 **Avoidance of Payments**

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

15. PROTECTION OF PURCHASERS

15.1 **Receipts**

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

15.2 **Protection of Purchasers**

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

16. POWER OF ATTORNEY

16.1 Appointment

The Chargor irrevocably appoints the Lender, each person to whom the Lender shall from time to time have delegated the exercise of the power of attorney conferred by this clause and any Receiver jointly and severally to be its attorney and in its name and on its behalf to execute, deliver and perfect all documents and to do all things which the attorney may consider to be required or desirable for:

(a) carrying out any obligation imposed on the Chargor by this Deed (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Property); and

(b) enabling the Lender and any Receiver to exercise any of the powers conferred on them by or pursuant to this Deed or by law.

16.2 **Ratification**

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

17. PRESERVATION OF SECURITY

17.1 **Continuing Security**

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

17.2 **Waiver of defences**

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

(a) any time or waiver granted to, or composition with, any person;

(b) any release or any person under the terms of any composition or arrangement;

(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or security over assets of, any person;

(d) any non-presentation, non-observance of any formality or other requirements in respect of any instrument or any failure to realise the full value of any security;

(e) any incapacity, lack of power, authority or legal personality of or dissolution or change in the members or status of any person;

(f) any amendment of any document or security;

(g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any document or security or the failure by any person to enter into or be bound by any document or security; or

(h) any insolvency or similar proceedings.

17.3 **Chargor intent**

Without prejudice to the generality of clause 17.2 (*Waiver of defences*), the Chargor expressly confirms that it intends that the security under this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any document creating a Secured Obligation and/or any facility or amount made available under such document.

17.4 **Immediate recourse**

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

17.5 **Financial collateral**

(a) For the purposes of this clause, the expressions "financial collateral arrangement", "financial collateral" and "financial instrument" have the meaning given to them by the Financial Collateral Arrangements (No.2) Regulations 2003 (Amendment) Regulations 2009.

(b) This Deed constitutes a financial collateral arrangement. Any part of the Charged Property that constitutes financial collateral may be appropriated by the Lender at any time after an Enforcement Event occurs and is continuing.

(c) If the Lender exercises its power of appropriation:

(i) any Charged Property that consists of a financial instrument shall be valued as the cash payment which the Lender would have received on a disposal of that Charged Property for immediate payment; and

(ii) any Charged Property that consists of a balance on an account shall be valued as the amount standing to the credit of that account, together with any accrued interest not credited to the account at the time of the appropriation.

(d) The exercise of any right of appropriation shall not prejudice or affect any other right or remedy available in respect of the remainder of the Charged Property or any Secured Obligations that remain unpaid.

17.6 Appropriations

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

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

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

17.7 Additional security

(a) This Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by the Lender.

(b) No prior security held by the Lender (in its capacity as such or otherwise) over any Charged Property will merge into the security created under this Deed.

18. SET-OFF AND CURRENCY

18.1 Consolidation of accounts and set off

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

18.2 Currency

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

19. NEW ACCOUNTS

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

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

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

20. EXPENSES AND INDEMNITY

20.1 Expenses

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

20.2 Indemnity

The Chargor shall, notwithstanding any release or discharge of all or any part of the security created under this Deed, indemnify the Lender, its agents, attorneys and any Receiver against any action, proceeding, claim, loss, liability and cost which it may sustain:

(a) in the exercise (or purported exercise) of any of the rights, powers or discretions vested in them by this Deed (or by law): and/or

(b) in connection with or otherwise relating to this Deed or the Charged Property.

21. MISCELLANEOUS

21.1 No Deductions

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

21.2 Assignment and disclosure of information

The Lender may assign and transfer all or any of its rights and obligations under this Deed. The Lender shall be entitled to disclose such information concerning the Chargor and this Deed as the Lender considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

21.3 **Perpetuity Period**

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

21.4 **No Liability**

(a) *None of the Lender, its delegate(s) nominee(s) or any Receiver shall be liable for any loss by* reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property, except in the case of gross negligence or wilful default upon its part.

(b) The Lender will not be required in any manner to perform or fulfil any obligation of the Chargor, make any payment, make any enquiry as to the nature or sufficiency of any payment received by it or present or file any claim or take any action to collect or enforce the payment of any amount.

(c) The Lender shall not be liable either to the Chargor or to any other person by reason of the appointment of a Receiver or for any other reason.

(d) Neither the Lender nor the Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

21.5 **Partial Invalidity**

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

21.6 **Certificates**

Any certificate of the Lender specifying any amount due from the Chargor is, in the absence of manifest error, conclusive evidence of such amount.

21.7 **Release**

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

22. NOTICES

Any communication to be made under or in connection with this Deed must be made in accordance with clause 21 of the Facility Agreement.

23. COUNTERPARTS

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

24. GOVERNING LAW

This Deed and any non-contractual obligation arising in connection with it are governed by English law.

25. JURISDICTION

25.1 English Courts

The courts of England have exclusive jurisdiction to settle any disputes (**Dispute**) arising out of, or connected with this Deed (including a Dispute regarding the existence, validity or termination of this Deed) or any non-contractual obligation arising out of or in connection with it.

25.2 Convenient Forum

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.

25.3 Exclusive Jurisdiction

This clause 25 is for the benefit of the Lender only. As a result the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

SIGNED by the parties on today's date

SCHEDULE 1 - ASSETS

Part A - Accounts

Part B - Real Property - Registered Land

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

Part C - Real Property - Unregistered Land

Part D - Intellectual Property

Part E - Shares

Part F - Material Contracts

SCHEDULE 2 - FORM OF NOTICE OF ASSIGNMENT TO CONTRACT COUNTERPARTY

To: {Counterparty to Material Contract}

Date: { }

Dear Sirs

We give notice that pursuant to a debenture dated { } we have assigned to LSC Finance Limited (**Lender**) all our right, title and interest in and to {*details of Material Contract*} (**Contract**) including all moneys which may be payable in respect of the Contract.

With effect from your receipt of this notice:

1. all payments by you to us under or arising from the Contract should be made to us unless and until the Lender notifies you to the contrary stating that the security has become enforceable;

2. all remedies provided for in the Contract or available at law or in equity are exercisable by the Lender;

3. all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Contract and all rights to compel performance of the Contract are exercisable by the Lender although we shall remain liable to perform all the obligations assumed by us under the Contract;

4. you are authorised and instructed, without requiring further approval from us, to disclose to the Lender such information relating to the Contract as it may from time to time request and to send it copies of all notices issued by you under the Contract to the Lender at Units 1-7 Fallbarn Road, Rawtenstall, Rossendale, Lancashire, BB4 7NT marked for the attention of Mr S Morley, as well as to us;

5. we may not initiate or agree to any amendment to, waive any obligation under or agree to any termination of the Contract without the prior written consent of the Lender.

These instructions may not be revoked or amended without the prior written consent of the Lender.
For the avoidance of doubt, the Lender, its agents, any receiver or any person will not be under any obligation or liability to you under or in respect of the Contract.

This notice is governed by English law.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Lender at the address set out in paragraph 4 of this notice.

Yours faithfully

.....

Authorised Signatory for and on behalf of

( )

FORM OF ACKNOWLEDGEMENT FROM CONTRACT COUNTERPARTY

To: LSC Finance Limited **(Lender)**
Units 1-7
Fallbarn Road
Rawtenstall
Rossendale
Lancashire
BB4 7NT

Date: { }

Dear Sirs

{ }

We acknowledge receipt of a notice dated { } **(Notice)** relating to the {*details of Material Contract*} **(Contract)**.

We:

1. agree to the terms set out in the Notice and to act in accordance with its terms;

2. confirm that we have not received any prior notice that has assigned its rights under the Contract or created any other interest (whether by way of security or otherwise) in favour of a third party; and

3. agree not to {exercise any right to terminate the Contract or} take any action to amend or supplement the Contract without the prior written consent of the Lender.

This letter is governed by English law.

Yours faithfully

.....

For and on behalf of
{Counterparty to Material Contract}

SCHEDULE 3 - **FORM OF NOTICE OF ASSIGNMENT TO INSURERS**

To: {*Insurer*}

Date: { }

Dear Sirs

We refer to the {*insert details of relevant Insurance Policy and policy number*} (**Policy**).

We give notice that pursuant to a debenture dated { } we have assigned to LSC Finance Limited (**Lender**) all our right, title and interest in and to the proceeds of the Policy.

With effect from your receipt of this notice we instruct you to:

1. note the interest of the Lender on the Policy as loss payee and as first priority assignee of the amounts and rights; and

2. disclose to the Lender, without further approval from us, such information regarding the Policy as the Lender may from time to time request and to send it copies of all notices issued by you under the Policy.

We will remain entitled to exercise all of our rights under the Policy and you should continue to give notices under the Policy to us unless and until you receive notice from the Lender to the contrary. In this event, unless the Lender agrees otherwise in writing:

1. all amounts payable to us under the Policy must be paid to the Lender; and

2. any of our rights in connection with those amounts will be exercisable by and notices must be given to the Lender or as it directs.

We confirm that we will remain liable under the Policy to perform all the obligations assumed by us under the Policy and the Lender, its agents, any receiver or any other person will not at any time be under any obligation or liability to you under or in respect of the Policy.

This letter is governed by English law.

Please acknowledge receipt of this notice and give the confirmations set out in the attached acknowledgement by signing the acknowledgement and giving the undertakings in the enclosed copy letter and returning the same to the Lender at Units 1-7 Fallbarn Road, Rawtenstall, Rossendale, Lancashire, BB4 7NT marked for the attention of Mr S Morley.

Yours faithfully

.....

Authorised signatory for and on behalf of

{ }

ACKNOWLEDGEMENT AND UNDERTAKING

To: LSC Finance Limited
Units 1-7
Fallbarn Road
Rawtenstall
Rossendale
Lancashire
BB4 7NT

Copy: {*Chargor*}

Date: { }

Dear Sirs

{ }

We confirm receipt from {*Chargor*} (**Chargor**) of a notice dated { } of an assignment by the Chargor of all amounts payable to it in connection with the Policy and all of its rights under the Policy (as defined in that notice).

In consideration of your agreeing to the Chargor continuing its insurance arrangements with us we:

1. accept the instructions contained in the notice and agree to comply with the notice;

2. confirm that we have not received notice of any third party in those amounts and rights;

3. undertake to note on the Policy your interest as loss payee and as first priority assignee of those amounts and rights;

4. undertake to disclose to you without any reference or further authority to the Chargor any information relating to those contracts which you may at any time request; and

5. undertake to notify you of:

5.1 any cancellation, alteration, termination or expiry of any such insurance at least 30 days before it is due to take effect;

5.2 any default in any payment of premium or failure to renew at least 30 days before the renewal date; and

5.3 any act or omission that we are aware of which may make the Policy void, voidable or unenforceable (in whole or in part).

This letter is governed by English law.

Yours faithfully

.....

For and on behalf of {Insurer}

SCHEDULE 4 - **FORM OF NOTICE OF ASSIGNMENT TO ACCOUNT BANK**

To: {*Account Bank*}

Date: { }

Dear Sirs

We give notice that by a debenture dated { }, we have assigned and charged to LSC Finance Limited (**Lender**) all our right, title and interest in and to all sums which are now or may from time to time in the future stand to the credit of:

Account Number { }
Account Holder { }

together with all interest accrued or accruing thereto and the debts represented by those sums (**Account**).

We hereby irrevocably instruct and authorise you to:

1. credit to the Account all interest from time to time earned on the sums of money held in the Account;

2. disclose to the Lender such information relating to the Account and the sums in the Account as the Lender may, at any time and from time to time, request;

3. hold all sums from time to time standing to the credit of the Account to the order of the Lender;

4. pay or release all or any part of the sums from time to time standing to the credit of the Account in accordance with the written instructions of the Lender; and

5. comply with the terms of any written notice or instructions relating to the Account or the sums standing to the credit of the Account from time to time which you may receive at any time from the Lender.

Please note we are not permitted to withdraw any amount from the Account without the prior written consent of the Lender.

These instructions cannot be revoked or varied without the prior written consent of the Lender.

This letter is governed by English law.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Lender at Units 1-7 Fallbarn Road, Rawtenstall, Rossendale, Lancashire, BB4 7NT marked for the attention of Mr S Morley.

Yours faithfully

.....

Authorised Signatory for and on behalf of

{ }

FORM OF ACCOUNT BANK ACKNOWLEDGEMENT

To: LSC Finance Limited
Units 1-7
Fallbarn Road
Rawtenstall
Rossendale
Lancashire
BB4 7NT

Date: { }

Dear Sirs

{ }

We acknowledge receipt of a notice (**Notice**) in the terms set out above and confirm that we:

1. have not previously received notice of any previous assignments of, charges over or trusts in respect of the Account;

2. have noted the restrictions imposed upon the Chargor and the authority of the Lender in respect of the Account and will not act in such a way as to breach those restrictions or to ignore the authority of the Lender;

3. will act in accordance with the terms of the Notice; and

4. waive all rights of set-off, combination or consolidation which we may have at any time in respect of the Account.

This letter is governed by English law.

Yours faithfully

.....
(Authorised signatory)
{Account Bank}

EXECUTED and **DELIVERED**
as a **DEED** by **LSC FINANCE LTD**
acting by a director in the presence of:

) .....
) Director Signature
)
) .....
) Director Name

Witness:

Signature .....

Name .....

Address .....

.....

Occupation .....

EXECUTED and **DELIVERED**
as a **DEED by OLD HAVANA (CARDIFF) LTD**
acting by a director
in the presence of:

) .....
) Director Signature
)
) DAVID WAKELY
) Director Name

Witness:

Signature .....

Name ANNE DOLECKI

Address 18, BRYNYMOR Road
GOWERTON, SWANSEA SA3 3EZ

Occupation OFFICE MANAGER.