



Registration of a Charge

Company name: **RUTHERFORD INFRASTRUCTURES LIMITED**

Company number: **11749069**



X8GK66ZM

Received for Electronic Filing: **21/10/2019**

Details of Charge

Date of creation: **16/10/2019**

Charge code: **1174 9069 0001**

Persons entitled: **TP LEASING LIMITED**

Brief description: **THE COMPANY CHARGES BY WAY OF FIRST LEGAL MORTGAGE ALL ITS REAL PROPERTY (ALTHOUGH NO FURTHER DETAILS HAVE BEEN SPECIFIED). FOR FURTHER DETAIL, PLEASE SEE CLAUSE 2.2(A) OF THE INSTRUMENT.**

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: **JAYNE BACKETT**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11749069

Charge code: 1174 9069 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th October 2019 and created by RUTHERFORD INFRASTRUCTURES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st October 2019 .

Given at Companies House, Cardiff on 22nd October 2019

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Date: 16 October 2019

Rutherford Health PLC and others

as Obligors

TP Leasing Limited

as Lender

Composite Debenture

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THIS DEED is made the 16 day of October 2019

BETWEEN:

- (1) **THE COMPANIES** listed in Schedule 1 (the "**Obligors**"); and
- (2) **TP LEASING LIMITED** a company registered in England and Wales (company registration no. 08767792) whose registered office is at 1 King William Street, London, United Kingdom, EC4N 7AF (the "**Lender**").

BACKGROUND:

- (A) The Obligors enter into this Deed in connection with the Facilities Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED:

1. Definitions and Interpretation

1.1 Definitions

In this Deed:

"**Account Bank**" means a person with whom an Obligor maintains an account;

"**Designated Contract**" means the contracts (if any) specified in Schedule 2 (*Specified Assets*);

"**EU Regulation**" means Regulation (EU) 2015/848 of 20 May 2015 on insolvency proceedings (recast);

"**Equipment**" means the following:

- (a) the Proton Equipment; and
- (b) any other equipment supplied to any Obligor by a Supplier (to include all replacements and renewals thereof and of any parts thereof and all additions and accessories which form an integral part of such equipment) and designated as "Equipment" by the Borrower and the Lender;

"**Facilities Agreement**" means the £20,000,000 facilities agreement dated on or around the date of this Deed between (1) the Obligors and (2) the Lender;

"**Group**" means each Obligor and each of their respective Subsidiaries for the time being;

"**Insurance Rights**" has the meaning given to it in Clause 2.6 (*Insurances*);

"**Intellectual Property Rights**" means:

- (a) all present and future patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow

and other intellectual property rights and interests, in each case whether registered or unregistered; and

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

"Investments" means:

(a) the shares (if any) specified in Schedule 2 (*Specified Assets*); and

(b) all other shares, stocks, debentures, bonds or other securities or investments owned by any Obligor or held by any nominee or trustee on its behalf (other than the Excluded Subsidiary and GICC);

"LPA 1925" means the Law of Property Act 1925;

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

"Party" means a party to this Deed;

"Proton Equipment" means the proton therapy equipment supplied by Ion Beam Applications S.A.;

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

"Secured Party" means the Lender or a Receiver;

"Security Asset" means all of the assets of any Obligor which from time to time are, or are expressed to be, the subject any Security created by this Deed;

"Security Period" means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and the Lender has no further commitment, obligation or liability to any Obligor; and

"Supplemental Debenture" means a document to be entered into between (1) the Obligors, (2) the Lender, in form and substance satisfactory to the Lender.

1.2 Construction

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

(b) The provisions of clause 1.2 (*Construction*) of the Facilities Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facilities Agreement will be construed as references to this Deed.

(c) Unless a contrary indication appears, a reference in this Deed to:

(i) **"costs"** includes all costs, fees, charges and expenses of any nature and includes any Tax charged on any of them;

(ii) this **"Deed"**, the **"Facilities Agreement"**, a **"Finance Document"** or any other agreement or instrument is a reference to this Deed or the Facility Agreement,

- that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
- (iii) any "**rights**" in respect of an asset includes:
 - (A) all amounts and proceeds paid or payable;
 - (B) all rights to make any demand or claim; and
 - (C) all powers, remedies, causes of action, security, guarantees and indemnities,
 - (D) in each case in respect of or derived from that asset;
 - (iv) any "share", "stock", "debenture", "bond" or "other security" or "investment" includes:
 - (A) any dividend, interest or other distribution paid or payable;
 - (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

in each case in respect of that share, stock, debenture, bond or other security or investment; and
 - (v) "**disposal**" includes a sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary, and "**dispose**" will be construed accordingly;
- (d) Clause and Schedule headings are for ease of reference only.
 - (e) Words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
 - (f) The words "**including**" shall not be construed as limiting the generality of the words preceding it.
 - (g) Any covenant of an Obligor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
 - (h) The terms of the other Finance Documents and any of any other agreement or instrument between the Obligors and any Secured Party in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
 - (i) If the Lender considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
 - (j) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

- (k) The obligations of the Obligors under this Deed are joint and several.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

2. Creation of Security

2.1 General

- (a) Each Obligor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- (b) All the security created under this Deed:
- (i) is created in favour of the Lender;
 - (ii) is created over present and future assets of the Obligors;
 - (iii) is security for the payment of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2.2 Real property

- (a) Each Obligor charges:
- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes its real property (if any) specified in Schedule 2 (*Specified Assets*); and
 - (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.
- (b) A reference in this Clause 2 to a mortgage or charge of any freehold or leasehold property includes:
- (i) all buildings, fixtures, fittings and fixed plant and machinery (other than any Equipment) on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of any Obligor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Investments

Each Obligor charges by way of a first fixed charge its interest in all its Investments.

2.4 Plant and machinery

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

2.5 Book debts etc.

Each Obligor charges by way of a first fixed charge:

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and
- (c) the benefit of all rights in relation to any item under paragraphs (a) and (b) above.

2.6 Insurances

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

2.7 Other contracts

- (a) Each Obligor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under each Designated Contract.
- (b) To the extent that they have not been effectively assigned under paragraph (a) above, each Obligor charges by way of a first fixed charge all of its rights listed under paragraph (a) above.

2.8 Other assets

Each Obligor charges by way of first fixed charge:

- (a) its goodwill;
- (b) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (c) its uncalled capital; and
- (d) the benefit of all rights in relation to any item under paragraphs (a) to (c) (inclusive) above.

2.9 Floating charge

- (a) Each Obligor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 2.

- (b) Except as provided below, the Lender may by notice to an Obligor convert the floating charge created by this Clause 2.9 (*Floating charge*) into a fixed charge as regards any of the Obligor's assets specified in that notice if:
 - (i) an Event of Default is continuing;
 - (ii) the Lender considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; or
 - (iii) the Lender considers that it is desirable in order to protect the priority of the Security created by this Deed.
- (c) The floating charge created by this Clause 2.9 (*Floating charge*) may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,
 under section A1 of the Insolvency Act 1986.
- (d) The floating charge created by this Clause 2.9 (*Floating charge*) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of the Obligors' assets (including those subsequently acquired by the Obligors) if:
 - (i) any steps are taken for any of the Security Assets to become subject to any Security in favour of any other person;
 - (ii) any person levies or attempts to levy any distress, execution or other process or exercises any enforcement power against any of the Security Assets; or
 - (iii) 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 any Obligor.
- (e) The floating charge created by this Clause 2.9 (*Floating charge*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. Negative Pledge and Disposals Restriction

3.1 Security

- (a) No Obligor shall create or permit to subsist any Security (other than Permitted Security) on any of its Security Assets; and
- (b) No Obligor shall:
 - (i) sell, transfer or otherwise dispose of any of its Security Assets on terms whereby they are or may be leased to or re-acquired by it;
 - (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;

(iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or

(iv) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising financial indebtedness or of financing the acquisition of an asset.

(c) Paragraph (b) above does not apply to a Permitted Disposal, a Permitted Financial Indebtedness, a Permitted Guarantee, a Permitted Loan or a Permitted Transaction.

3.2 Disposals

No Obligor shall enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset other than in circumstances that constitute a Permitted Disposal or a Permitted Transaction.

4. Perfection of Security – Real Property

4.1 Acquisitions

If any Obligor acquires any freehold or leasehold property in England and Wales after the date of this Deed it must:

(a) notify the Lender immediately;

(b) immediately on request by the Lender and at the cost of the Obligors, execute and deliver to the Lender a Supplemental Debenture creating a legal mortgage over that property in favour of the Lender; and

(c) if:

(i) the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of the Security created by this Deed and any Supplemental Debenture; and

(ii) applicable, ensure that the Security created by this Deed and any Supplemental Debenture is correctly noted against that title in the title register at the Land Registry.

4.2 Land Registry

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

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 16 October 2019 in favour of TP Leasing Limited referred to in the charges register or their conveyancer. (Standard Form P)".

(b) Each Obligor consents to an application being made to the Chief Land Registrar to enter a note on the Register of Title relating to its Property registered at HM Land

Registry that there is an obligation to make further advances on the security of this Deed.

4.3 Deposit of title deeds

Each Obligor must promptly following a request by the Lender:

- (a) deposit with the Lender all deeds and documents necessary to show good and marketable title to its Property (the "**Title Documents**");
- (b) procure that the Title Documents are held at the applicable Land Registry to the order of the Lender; or
- (c) procure that the Title Documents are held to the order of the Lender by a firm of solicitors approved by the Lender for that purpose.

5. Perfection of Security – other charged assets

5.1 Investments

- (a) Each Obligor must promptly on the date of this Deed:
 - (i) deposit with the Lender, or as the Lender may direct, all certificates and other documents of title or evidence of ownership in relation to its Investments; and
 - (ii) execute and deliver to the Lender all share transfers and other documents which may be requested by the Lender in order to enable the Lender or its nominees to be registered as the owner of or otherwise obtain a legal title to its Investments.
- (b) The Lender is entitled to hold all certificates and other documents of title or evidence of ownership in relation to the Investments throughout the Security Period.
- (c) Promptly upon the accrual, offer or issue to any Obligor of any Investments in the form of stocks, shares, warrants or other securities, the Obligor must procure the delivery to the Lender of:
 - (i) all certificates and other documents of title or evidence of ownership in relation to such Investments; and
 - (ii) all share transfers and other documents which may be requested by the Lender in order to enable the Lender or its nominees to be registered as the owner of or otherwise obtain a legal title to its Investments.

5.2 Credit balances

Each Obligor must:

- (a) on the date of this Deed serve a notice of charge, substantially in the form of Part 1 of Schedule 3 (*Forms of Letter for Account Bank*), on each Account Bank and use reasonable endeavours to ensure that the Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 3 (*Forms of Letter for Account Bank*); and
- (b) promptly upon the opening of any account following the date of this Deed and promptly and in any event within 5 Business Days at the Lender's request in relation to any other account, serve a notice of charge, substantially in the form of Part 1 of Schedule 3

(*Forms of Letter for Account Bank*), on the Account Bank at which the account is held and use reasonable endeavours to ensure that the Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 3 (*Forms of Letter for Account Bank*).

5.3 Intellectual Property Rights

Each Obligor as registered proprietor appoints the Lender as its agent to apply for the particulars of this Deed and the interest of the Lender in its Intellectual Property Rights and any other or future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of the Obligor, to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994. Each Obligor, at the request of the Lender, agrees to execute all documents and forms reasonably required to enable such particulars to be entered on the Register of Trade Marks.

5.4 Insurances

- (a) Each Obligor must:
 - (i) on the date of this Deed, and promptly and in any event, within 5 Business days upon effecting any insurance policy following the date of this Deed, serve a notice of assignment, substantially in the form of Part 1 of Schedule 4 (*Forms of Letter for Insurers*), on each counterparty to its insurance policies; and
 - (ii) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (*Forms of Letter for Insurers*).
- (b) Each Obligor must promptly following a request by the Lender deposit with the Lender all contracts and policies of insurance which it is entitled to possess in relation to its Insurance Rights.

5.5 Other contracts

Each Obligor must, at the request of the Lender:

- (a) as soon as reasonably practicable, serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 5 (*Forms of Letter for Other Contracts*), on each counterparty to a contract listed in Clause 2.7 (*Other contracts*); and
- (b) use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 5 (*Forms of Letter for Other Contracts*).

6. General Undertakings

The undertakings in this Clause 6 remain in force throughout the Security Period.

6.1 Calls on Investments

- (a) Each Obligor must pay all calls or other payments due and payable in respect of any of its Investments.
- (b) If an Obligor fails to do so, the Lender may pay the calls or other payments in respect of any of its Investments on behalf of the Obligor. The Obligor must, immediately on request, reimburse the Lender for any payment made by the Lender under this Clause 6.1 (*Calls on Investments*).

6.2 Other obligations in respect of Investments

- (a) Each Obligor must promptly send a copy to the Lender of, and comply with all requests for, information which is within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document, or by any listing or other authority, relating to any of its Investments. If it fails to do so, the Lender may elect to provide such information as it may have on behalf of the Obligor.
- (b) Each Obligor must comply with all other conditions and obligations assumed by it in respect of any of its Investments.
- (c) The Lender is not obliged to:
 - (i) perform any obligation of any Obligor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or any Obligor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,in respect of any of its Investments.
- (d) No Obligor shall at any time during the Security Period exercise any right to nominate any person other than a Secured Party to enjoy or exercise any right relating to the Investments.
- (e) At the request of the Lender, each Obligor must procure all consents, waivers and approvals which are necessary, under the articles of association of an Issuer of any Investment or otherwise, for the transfer of the Investments to the Lender or its nominee or to a transferee upon the enforcement of this Deed and to procure the amendment of the share transfer provisions of the articles of association of any issuer of any Investment in such manner as the Lender may require in order to permit such a transfer.
- (f) No Obligor shall without the prior written consent of the Lender take or approve any action to amend, vary, novate, supplement, supersede, waive or terminate the articles of association of an issuer of any Investment, other than an amendment that would reasonably likely to have an adverse interest to the Lender.
- (g) Each Obligor must, within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 in relation to the Investments and promptly provide the Lender with a copy of that notice.

6.3 Voting rights

- (a) Before any Security created by this Deed becomes enforceable:
 - (i) the voting rights, powers and other rights in respect of its Investments will be exercised by the Obligor provided that it must not do so in a manner which is prejudicial to the interests of the Lender under this Deed; and

- (ii) all dividends, distributions or other income paid or payable in relation to any of its Investments may be received and retained by the Obligor.
- (b) After any Security created by this Deed has become enforceable:
 - (i) the voting rights, powers and other rights in respect of its Investments:
 - (A) may be exercised by the Lender (in the name of the Obligor and without any further consent or authority on the part of the Obligor); and
 - (B) if exercisable by the Obligor, must be exercised in any manner which the Lender may direct the Obligor and the Obligor must procure that its nominees (if any) comply with any such directions from the Lender; and
 - (ii) each Obligor must hold all dividends, distributions or other income paid or payable in relation to any of its Investments on trust for the Lender and pay the same immediately upon receipt to the Lender or as it may direct.

6.4 Plant and Machinery

Each Obligor must:

- (a) on request by the Lender, affix to any plant and machinery subject to this Deed a durable notice of this Deed in such form and location as the Lender may require. No Obligor shall, and it must not permit any person to, conceal, obscure, alter or remove any such notice;
- (b) not make any material alterations or additions to any plant and machinery on each Property which are reasonably likely to depreciate, jeopardise or prejudice their value or marketability; and
- (c) not except with the prior written consent of the Lender remove any plant and machinery from the Property except for the purpose of maintenance pursuant to the terms of this Deed unless permitted by the terms of the Facilities Agreement.

6.5 Credit balances, book debts and receipts

- (a) Each Obligor must get in and realise its book and other debts and other moneys due and owing to it in the ordinary course of its business and, when the Security created by this Deed becomes enforceable, hold the proceeds of the getting in and realisation (until payment into an account if required in accordance with paragraph (b) below) on trust for the Lender.
- (b) Each Obligor must, except to the extent that the Lender otherwise agrees, immediately pay all the proceeds of the getting in and realisation into an account.
- (c) Each Obligor must promptly pay all charges which may become due in respect of any account. If an Obligor fails to make any such payment the Lender may make that payment on behalf of the Obligor and any sums so paid by the Lender must be reimbursed by the Obligor on demand.

6.6 Designated Contracts

Each Obligor must:

- (a) duly perform its obligations under each Designated Contract, notify the Lender of any material default by it or any other party under any Designated Contract and not take any action which would reduce or impede recoveries in respect of any Designated Contract;
- (b) not, without the prior written consent of the Lender, amend or waive any material term of, terminate or release any other party from its obligations under any Designated Contract, unless such amendment or waiver will not, and is not reasonably likely to, have a Material Adverse Effect;
- (c) diligently pursue its rights under each Designated Contract (unless the Lender agrees otherwise in writing); and
- (d) provide to the Lender, as soon as practicable upon receipt, copies of all material notices which it may from time to time receive from any other party to any Designated Contract.

6.7 Goodwill

No Obligor shall 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 in a manner which will materially and adversely affect the value of its goodwill.

6.8 Uncalled capital

Each Obligor must:

- (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 Liabilities.

6.9 Preservation of assets

No Obligor shall 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 Security Assets in a manner which is reasonably likely (in the opinion of the Lender) to have a Material Adverse Effect.

6.10 Ranking of security

Each Obligor must ensure that at all times any unsecured and unsubordinated claims of the Secured Parties against it under this Deed rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies.

7. Property Undertakings

The undertakings in this Clause 7 remain in force throughout the Security Period.

7.1 Title

- (a) Each Obligor must exercise its rights and comply in all respects with any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Property.
- (b) No Obligor shall agree to any material amendment, supplement, waiver, surrender or release of any covenant, stipulation or obligation (restrictive or otherwise) at any time which would have a material adverse effect on the value of the Property.
- (c) Each Obligor must promptly take all such steps as may be necessary or desirable to enable the Security created by this Deed to be registered, where appropriate, at the applicable Land Registry.

7.2 Maintenance

Each Obligor must ensure that all buildings, plant, machinery, fixtures and fittings on each Property are in, and maintained in:

- (a) good and substantial repair and condition and, as appropriate, in good working order; and
- (b) such repair, condition and, as appropriate, good working order as to enable them to be let in accordance with all applicable laws and regulations.

8. When Security becomes enforceable

8.1 Enforcement Events

The Security created by this Deed will become immediately enforceable if an Event of Default occurs and is continuing.

8.2 Discretion

After any Security created by this Deed has become enforceable, the Lender may enforce all or any part of any Security created by this Deed in any manner it sees fit or as instructed in accordance with the terms of the Facilities Agreement.

8.3 Statutory powers

The power of sale and other powers conferred by section 101 of the LPA 1925, as amended by this Deed, will be immediately exercisable at any time after any Security created by this Deed has become enforceable.

8.4 Investigations

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

8.5 Power to remedy

If at any time any Obligor 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 Obligor irrevocably authorises the Lender, its employees and agents, at the Obligors' expense, to do all such things as are necessary or desirable to rectify such default.

9. Enforcement of Security

9.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the LPA 1925 (restricting the power of sale) and section 93 of the LPA 1925 (restricting the right of consolidation) do not apply to any Security created by this Deed.
- (c) The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make agreements for leases, accept surrenders of leases and grant options as the Lender may think fit and without the need to comply with any provision of section 99 or section 100 of the LPA 1925.

9.2 No liability as mortgagee in possession

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

9.3 Privileges

The Lender and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers duly appointed under the LPA 1925, except that section 103 of the LPA 1925 does not apply.

9.4 Protection of third parties

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

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Lender or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or
- (d) how any money paid to the Lender or to that Receiver is to be applied.

9.5 Redemption of prior mortgages

- (a) At any time after any Security created by this Deed has become enforceable, the Lender may:
 - (i) redeem any prior Security against any Security Asset; and/or

- (ii) procure the transfer of that Security to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, charge or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Obligors.
- (b) The Obligors must pay to the Lender, immediately on demand, the costs and expenses incurred by the Lender in connection with any such redemption and/or transfer, including the payment of any principal or interest.

9.6 Contingencies

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

9.7 Financial collateral

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

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

10. Receiver

10.1 Appointment of Receiver

- (a) Except as provided below, the Lender may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
- (i) any Security created by this Deed has become enforceable; or
 - (ii) any Obligor so requests to the Lender at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.

- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the LPA 1925) does not apply to this Deed.
- (d) 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 of the Insolvency Act 1986.
- (e) The Lender may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Lender is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.
- (f) The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise.

10.2 Removal

The Lender may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

10.3 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the LPA 1925 will not apply.

10.4 Agent of the Obligors

- (a) A Receiver will be deemed to be the agent of the Obligors for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the LPA 1925. The Obligors are each responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- (b) No Secured Party will incur any liability (either to an Obligor or to any other person) by reason of the appointment of a Receiver or for any other reason.

10.5 Relationship with Lender

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

11. Powers of Receiver

11.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 11 in addition to those conferred on it by any law. This includes:

- (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA 1925 and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

11.2 Possession

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

11.3 Carry on business

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

11.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.
- (b) A Receiver may discharge any person appointed by any Obligor.

11.5 Borrow money

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

11.6 Sale of assets

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

11.7 Leases

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

11.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Obligor or relating in any way to any Security Asset.

11.9 Legal actions

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

11.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

11.11 Subsidiaries

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

11.12 Delegation

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

11.13 Lending

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

11.14 Protection of assets

A Receiver may:

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

in each case as he/she thinks fit.

11.15 Exercise of rights

A Receiver may exercise all powers, rights and/or obligations under any contract or agreement forming part of the Security Assets, including, without limitation, all voting and other rights attaching to the Investments.

11.16 Other powers

A Receiver may:

- (a) do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;

- (b) exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and
- (c) use the name of any Obligor for any of the above purposes.

12. Application of Proceeds

12.1 Order of application

- (a) Subject to Clause 12.2 (*Appropriations*), all amounts from time to time received or recovered by the Lender or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of any Security created by this Deed will be held by the Lender on trust to apply them at any time as the Lender (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this Clause 12), in the following order of priority:
 - (i) in discharging any sums owing to any Receiver or any of its delegates;
 - (ii) in discharging all costs and expenses incurred by the Lender in connection with any realisation or enforcement of any Security created by this Deed taken in accordance with the terms of this Deed;
 - (iii) in discharging the Secured Liabilities in such order as the Lender may determine;
 - (iv) if no Obligor is under any further actual or contingent liability under any agreement with the Lender, in payment or distribution to any person to whom the Lender is obliged to pay or distribute in priority to any Obligor; and
 - (v) the balance, if any, in payment or distribution to the relevant Obligor.
- (b) This Clause 12.1(b) is subject to the payment of any claims having priority over any Security created by this Deed and it does not prejudice the right of any Secured Party to recover any shortfall from any Obligor.
- (c) Only money actually paid by the Receiver to the Lender shall be capable of being applied in or towards the satisfaction of the Secured Liabilities and no Obligor shall have rights in respect of the application by the Lender of any sums received, recovered or realised by the Lender under this Deed.

12.2 Appropriations

Until all amounts which may be or become payable by each Obligor under or in connection with the Finance Documents 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 any Obligor 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) in respect of those amounts; or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and
- (b) hold in a suspense account any moneys received from any Obligor or on account of any Obligor's liability under or in connection with this Deed.

12.3 Currency

- (a) For the purpose of, or pending the discharge of, any of the Secured Liabilities the Lender may convert any moneys received or recovered by it from one currency to another, at a market rate of exchange.
- (b) The obligations of the Obligors to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

13. Delegation

13.1 Power of attorney

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

13.2 Terms

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

13.3 Liability

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

14. Further Assurances

- (a) Each Obligor shall promptly, at its own expense, take whatever action the Lender or a Receiver may reasonably require for:
 - (i) creating, perfecting or protecting any security over any Security Asset; or
 - (ii) at any time after the Security created by this Deed has become enforceable, facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Lender or any of their respective delegates or sub-delegates in respect of any Security Asset.
- (b) The action that may be required under paragraph (a) of this Clause 14 includes:
 - (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset (including without limitation a Supplemental Debenture), whether to the Lender or to its nominees; or
 - (ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Lender may consider necessary or desirable.

15. Power of Attorney

Each Obligor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of the Obligor to (after the Security created by this Deed has become enforceable) execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of any Obligor under or pursuant to this Deed or generally for enabling the Lender or any Receiver to exercise the respective powers conferred on them under this Deed or by law. Each Obligor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 15.

16. Preservation of Security

16.1 Continuing Security

The Security created by this Deed is continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

16.2 Tacking

Any obligation of the Lender to make further advances to any Obligor is deemed to be incorporated in this Deed.

16.3 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 or expressed to be created in favour of the Lender pursuant to this Deed.

16.4 Waiver of defences

The obligations of each Obligor 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 (without limitation):

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

- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or Security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Finance Document or other document or Security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or other document or Security; or
- (g) any insolvency or similar proceedings.

16.5 Obligor intent

Without prejudice to the generality of Clause 16.4 (*Waiver of defences*), each Obligor expressly confirms that it intends that the Security created or expressed to be created in favour of the Lender pursuant to this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under such document.

16.6 Immediate recourse

Each Obligor 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 rights or Security or claim payment from any person before claiming from that Obligor under this Deed. This waiver applies irrespective of any law or any provision of any document to the contrary.

16.7 Deferral of Obligors' rights

Until the Secured Liabilities have been irrevocably paid in full and unless the Lender otherwise directs, no Obligor will exercise any rights which it may have by reason of performance by it of its obligations under this Deed or by reason of any amount being payable, or liability arising, under this Deed:

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

If an Obligor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable the Secured Liabilities and all other amounts which may be or become payable to the Lender by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Lender and shall

promptly pay or transfer the same to the Lender or as the Lender may direct for application in accordance with this Deed.

16.8 New accounts

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

17. Changes to the Parties

17.1 Assignment and transfers by the Secured Parties

- (a) A Secured Party may assign any of its rights or transfer by novation any of its rights and obligations under this Deed.
- (b) A Secured Party shall be entitled to disclose such information concerning the Obligors and this Deed as the Secured Party considers appropriate to any actual or proposed direct or indirect successor and to any person to whom information may be required to be disclosed by any applicable law or regulation.

17.2 Assignment and transfers by the Obligors

No Obligor may assign any of its rights or transfer any of its rights or obligations under this Deed.

18. Miscellaneous

18.1 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.

18.2 No liability

- (a) None of the Lender, its delegate(s) nominee(s) or any Receiver or its delegate(s) shall be liable for any loss by reason of:
 - (i) taking any action permitted by this Deed;
 - (ii) any neglect or default in connection with the Charged Property ; or
 - (iii) 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 any Obligor, 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 any Obligor or to any other person by reason of the appointment of a Receiver or delegate or for any other reason.
- (d) Neither the Lender nor the Receiver or any of their respective delegates will be in any way liable or responsible to any Obligor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

19. Release

At the end of the Security Period, the Lender must, at the request and cost of the Obligors, take whatever action is necessary to release its Security Assets from any Security created by this Deed, including returning all deeds and documents of title held by the Lender in relation to this Deed and execute and deliver such further deeds and documents as the Obligors may reasonably require to give effect this Clause.

20. Set-Off

The Lender may set-off any matured obligation due from any Obligor under this Deed against any matured obligation owed by the Lender to any Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

21. Partial Invalidity

- (a) 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 nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.
- (b) If any part of the Security created or expressed to be created in favour of the Lender pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of Security created or expressed to be created in favour of the Lender pursuant to this Deed.

22. Amendments

No amendment of this Deed shall be effective unless it is in writing and signed by, or on behalf of, each Party (or its authorised representative).

23. Remedies and Waivers

No failure to exercise, nor delay in exercising, on the part of the Lender, any right or remedy under this Deed shall operate as a waiver of any such right or remedy or constitute an election to affirm this Deed. No election to affirm this Deed on the part of the Lender shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise of that right or remedy or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

24. Notices

Any communication to be made under or in connection with this Deed shall be made in accordance with the provisions of Clause 28 (Notices) of the Facilities Agreement.

25. 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.

26. Governing Law

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

27. Jurisdiction

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

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

Schedule 1

The Obligors

Company name	Place of incorporation	Registered number	Registered office address
Rutherford Health PLC	England and Wales	09420705	15 Bridge Street, Hereford, HR4 9DF
Rutherford Cancer Care Limited	England and Wales	10680302	15 Bridge Street, Hereford, HR4 9DF
Rutherford Estates Limited	England and Wales	10676819	15 Bridge Street, Hereford, HR4 9DF
Rutherford Innovations Limited	England and Wales	10676791	15 Bridge Street, Hereford, HR4 9DF
Rutherford Infrastructures Limited	England and Wales	11749069	15 Bridge Street, Hereford, HR4 9DF
Proton Partners International Limited	England and Wales	12084009	15 Bridge Street, Hereford, HR4 9DF

Schedule 2

Specified Assets

Part 1 - Real Property


Obligor	Property	Interest (Freehold / Leasehold)	Title Number
Rutherford Estates Limited	The freehold property known as Newport Cancer Centre Celtic Springs Spooner Close Newport, NP10 8FZ	Freehold	CYM347053
Rutherford Estates Limited	The leasehold property known as Northumberland Cancer Centre Bedlington Northumberland NE22 7FD	Leasehold	ND185296
Rutherford Estates Limited	The leasehold property known as 2 Mason Street Edge Hill Liverpool L7 3EW	Leasehold	MS651870

Part 2 – Investments

Obligor	Description of Shares
Rutherford Health PLC	1 ordinary share of £1.00 in Rutherford Estates Limited
	1 ordinary share of £1.00 in Rutherford Infrastructures Limited
	1 ordinary share of £1.00 in Rutherford Innovations Limited
	1 ordinary share of £1.00 in Rutherford Cancer Care Limited
	1 ordinary share of £1.00 in Proton Partners International Limited

Part 3 - Intellectual Property Rights

Trade Marks

Obligor	Serial Number – Registration Number	Mark	Date	Territory
Rutherford Health PLC	3262135	RUTHERFORD CANCER CENTRES	29-DEC-2017	UK
Rutherford Health PLC	3262151	RUTHERFORD DIAGNOSTICS	29-DEC-2017	UK
Rutherford Health PLC	3262140	RUTHERFORD ESTATES	29-DEC-2017	UK
Rutherford Health PLC	3262145	RUTHERFORD INNOVATIONS	29-DEC-2017	UK
Rutherford Health PLC	3179888	RUTHERFORD	11-NOV-2016	UK
Rutherford Health PLC	17301731	RUTHERFORD INNOVATIONS	30-JAN-2018	EU
Rutherford Health PLC	17301748	RUTHERFORD DIAGNOSTICS	30-JAN-2018	EU
Rutherford Health PLC	17301706	RUTHERFORD CANCER CENTRES	30-JAN-2018	EU
Rutherford Health PLC	17301714	RUTHERFORD ESTATES	30-JAN-2018	EU
Rutherford Health PLC	15744758	RUTHERFORD	20-DEC-2016	EU
Rutherford Health PLC	14450407		14-DEC-2015	EU

Domain Names

Obligor	Domain Name	Registrar	Expiry Date of Domain
Rutherford Health PLC	PROTON-INT.COM	1&1 Internet SE	19Jan20
Rutherford Health PLC	ppi-rutherford.com	EasySpace	03May19
Rutherford Health PLC	ppi-rutherford.org	EasySpace	03May19
Rutherford Health PLC	proton-rutherford.com	EasySpace	03May19
Rutherford Health PLC	proton-rutherford.org	EasySpace	03May19
Rutherford Health PLC	rutherford-centre.com	EasySpace	03May19
Rutherford Health PLC	rutherford-centre.org	EasySpace	03May19
Rutherford Health PLC	the-rutherford.co.uk	EasySpace	20Feb21
Rutherford Health PLC	the-rutherford.uk	EasySpace	20Feb21
Rutherford Health PLC	therutherford.com	123-Reg Ltd	13Nov19
Rutherford Health PLC	therutherford.co.uk	123-Reg Ltd	01Jul19
Rutherford Health PLC	therutherford.org	Mesh Digital Ltd	01Jul19
Rutherford Health PLC	protonbeamtherapycentre.uk	123-Reg Ltd	10Oct20
Rutherford Health PLC	protonbeamtherapyclinic.co.uk	123-Reg Ltd	10Oct20
Rutherford Health PLC	protonbeamtherapyclinic.com	123-Reg Ltd	10Oct20
Rutherford Health PLC	protonbeamtherapyclinic.uk	123-Reg Ltd	10Oct20

Obligor	Domain Name	Registrar	Expiry Date of Domain
Rutherford Health PLC	rutherfordgroup.co.uk	123-Reg Ltd	06Oct19
Rutherford Health PLC	rutherfordgroup.eu	Mesh Digital Ltd	06Oct19
Rutherford Health PLC	rutherford-group.co.uk	123-Reg Ltd	06Oct19
Rutherford Health PLC	rutherford-group.com	123-Reg Ltd	06Oct19
Rutherford Health PLC	rutherford-group.eu	Mesh Digital Ltd	06Oct19
Rutherford Health PLC	the-rutherfordgroup.co.uk	123-Reg Ltd	06Oct19
Rutherford Health PLC	the-rutherfordgroup.com	123-Reg Ltd	06Oct19
Rutherford Health PLC	the-rutherfordgroup.eu	Mesh Digital Ltd	06Oct20
Rutherford Health PLC	therutherford-group.co.uk	123-Reg Ltd	06Oct19
Rutherford Health PLC	therutherford-group.com	123-Reg Ltd	06Oct19
Rutherford Health PLC	therutherford-group.eu	Mesh Digital Ltd	06Oct19
Rutherford Health PLC	therutherfordgroup.co.uk	123-Reg Ltd	06Oct19
Rutherford Health PLC	therutherfordgroup.eu	Mesh Digital Ltd	06Oct19
Rutherford Health PLC	therutherford.com	123-Reg Ltd	13Nov19
Rutherford Health PLC	therutherford.org	Mesh Digital Ltd	01Jul19
Rutherford Health PLC	rutherfordcancercare.co.uk	123-Reg Ltd	01Jul19
Rutherford Health PLC	rutherfordcancercare.com	123-Reg Ltd	01Jul19

Obligor	Domain Name	Registrar	Expiry Date of Domain
Rutherford Health PLC	rutherfordcancercare.org	Mesh Digital Ltd	01Jul19
Rutherford Health PLC	rutherfordcancercare.org.uk	123-Reg Ltd	01Jul19
Rutherford Health PLC	rutherfordcancercentre.co.uk	123-Reg Ltd	01Jul19
Rutherford Health PLC	rutherfordcancercentre.com	123-Reg Ltd	01Jul19
Rutherford Health PLC	rutherfordcancercentre.org	Mesh Digital Ltd	01Jul19
Rutherford Health PLC	rutherfordcancercentre.org.uk	123-Reg Ltd	01Jul19
Rutherford Health PLC	protonbeamtherapycentre.co.uk	123-Reg Ltd	10Oct20
Rutherford Health PLC	protonbeamtherapycentre.com	123-Reg Ltd	10Oct20
Rutherford Health PLC	protonbeamtherapycentre.uk	123-Reg Ltd	10Oct20
Rutherford Health PLC	protonbeamtherapyclinic.co.uk	123-Reg Ltd	10Oct20
Rutherford Health PLC	protonbeamtherapyclinic.com	123-Reg Ltd	10Oct20
Rutherford Health PLC	protonbeamtherapyclinic.uk	123-Reg Ltd	10Oct20
Rutherford Health PLC	rutherforddiagnostics.co.uk	123-Reg Ltd	08Jun19
Rutherford Health PLC	rutherfordinnovations.co.uk	123-Reg Ltd	08Jun19
Rutherford Health PLC	rutherfordstates.co.uk	123-Reg Ltd	19Nov20
Rutherford Health PLC	rutherfordstates.com	GoDaddy	13Apr19
Rutherford Health PLC	simons-story.co.uk	123-Reg Ltd	25Jan21

Obligor	Domain Name	Registrar	Expiry Date of Domain
Rutherford Health PLC	simons-story.com	123-Reg Ltd	25Jan21

Part 4 - Designated Contracts

Intentionally left blank

Schedule 3

Forms of Letter For Account Bank

Part 1 - Notice to Account Bank

To: [Account Bank]

Copy: TP Leasing Limited

[Date]

Dear Sirs,

Composite Debenture dated [•] between [Obligors] and others and TP Leasing Limited (the "Debenture")

1. This letter constitutes notice to you that under the Debenture we have charged (by way of a first fixed charge) in favour of TP Leasing Limited all our rights in respect of any account, and any amount standing to the credit of any account, maintained by us with you (the "**Accounts**").
2. We irrevocably instruct and authorise you to:
 - (a) disclose to the Lender any information relating to any Account requested from you by the Lender;
 - (b) comply with the terms of any written notice or instruction relating to any Account received by you from the Lender; and
 - (c) hold all sums standing to the credit of any Account to the order of the Lender.
3. We are permitted to withdraw any amount from any Account without the prior written consent of the Lender for any purpose unless and until you receive a notice from the Lender to the contrary stating that we are no longer permitted to withdraw any amount from any Account without its consent. If and from the date on which you receive any such notice, we will not be permitted to withdraw any amount from any Account without the prior written consent of the Lender.
4. We acknowledge that you may comply with the instructions in this letter without any further permission from us.
5. The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.
6. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
7. Please confirm your agreement to the above by sending the attached acknowledgement to the Lender at 1 King William Street, London EC4N 7AF with a copy to us.³⁷

Yours faithfully,

(Authorised Signatory)

[*Obligor*]

Part 2 - Acknowledgement of Account Bank

To: TP Leasing Limited

Copy: [Relevant Obligor]

[Date]

Dear Sirs,

Composite Debenture dated [•] between [Obligor] and others and TP Leasing Limited (the "Debenture")

1. We confirm receipt from [Obligor] (the "**Obligor**") of a notice dated [•] (the "**Notice**") of a charge upon the terms of the Debenture over all the rights of the Obligor to any amount standing to the credit of any of the Obligor's accounts with us (the "**Accounts**").
2. We confirm that we:
 - (a) accept the instructions contained in the Notice and agree to comply with the Notice;
 - (b) have not received notice of any prior security over, or the interest of any third party in, any Account;
 - (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account; and
 - (d) will comply with any notice we may receive from the Lender in respect of any Account.
3. The Accounts maintained with us are:

[Specify accounts and account numbers]
4. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

(Authorised signatory)

[Account Bank]

Schedule 4

Forms of Letter for Insurers

Part 1 - Notice to Insurer

To: [Insurer]

Copy: TP Leasing Limited

[Date]

Dear Sirs,

Composite Debenture dated [*] between [Obligors] and others and TP Leasing Limited (the "Debenture")

1. This letter constitutes notice to you that under the Debenture we have assigned absolutely, subject to a proviso for re-assignment on redemption, to TP Leasing Limited all our rights in respect of *[insert details of contract of insurance including policy number]* (the "**Insurance**").
2. We confirm that:
 - (a) we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
 - (b) none of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).
3. We will also remain entitled to exercise all our rights, powers and discretions under the Insurance, and you should continue to give notices and make payments under the Insurance to us (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Lender in respect of the Insurance), unless and until you receive notice from the Lender to the contrary stating that the security under the Debenture has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Lender or as it directs (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Lender in respect of the Insurance).
4. We irrevocably instruct and authorise you to disclose to the Lender any information relating to the Insurance requested from you by the Lender.
5. The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.
6. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
7. Please acknowledge receipt of this letter by sending the attached acknowledgement to the Lender at 1 King William Street, London EC4N 7AF with a copy to us.

Yours faithfully,

(Authorised signatory)

[*Obligor*]

Part 2 - Acknowledgement of Insurer

To: TP Leasing Limited

Copy: [Relevant Obligor]

[Date]

Dear Sirs,

Composite Debenture dated [•] between [Obligor] and others and TP Leasing Limited (the "Debenture")

1. We confirm receipt from [Obligor] (the "Obligor") of a notice dated [•] (the "Notice") of an assignment on the terms of the Debenture of all the Obligor's rights in respect of *[insert details of the contract of insurance]* (the "Insurance").
2. We confirm that we:
 - (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
 - (b) will give notices and make payments under the Insurance as directed in the Notice.
3. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

(Authorised signatory)

[Insurer]

Schedule 5

Forms of Letter for Other Contracts

Part 1 - Notice to Counterparty

To: [Contract Counterparty]

Copy:

[Date]

Dear Sirs,

Composite Debenture dated [•] between [Obligor] and others and TP Leasing Limited (the "Debenture")

1. This letter constitutes notice to you that under the Debenture we have [assigned absolutely, subject to a proviso for re-assignment on redemption,]/[charged by way of a first fixed charge] to TP Leasing Limited all our rights in respect of [insert details of contract] (the "Contract").
2. We confirm that:
 - (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
 - (b) none of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.
3. We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices and make payments under the Contract to us, unless and until you receive notice from the Lender to the contrary stating that the security under the Composite Debenture has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Lender or as it directs.
4. We irrevocably instruct and authorise you to disclose to the Lender any information relating to the Contract requested from you by the Lender.
5. The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.
6. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
7. Please acknowledge receipt of this letter by sending the attached acknowledgement to the Lender at [address] with a copy to us.

Yours faithfully,

(Authorised signatory)

[Obligor]

Part 2 - Acknowledgement of Counterparty

To: TP Leasing Limited

Copy: [Relevant Obligor]

[Date]

Dear Sirs,

Composite Debenture dated [•] between [Obligor] and others and TP Leasing Limited (the "Debenture")

1. We confirm receipt from [Obligor] (the "**Obligor**") of a notice dated [•] (the "**Notice**") of [an assignment]/[fixed charge] on the terms of the Debenture of all the Obligor's rights in respect of [insert details of the contract] (the "**Contract**").
2. We confirm that we:
 - (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
 - (b) will give notices and make payments under the Contract as directed in the Notice.
3. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

(Authorised signatory)

[Contract counterparty]

SIGNATORIES

Obligors

EXECUTED as a DEED by RUTHERFORD HEALTH PLC acting
by a director in the presence of:

Signature of witness

Signature of director

Print name CONNIE CHAN

Address C/O FIELDFISHER LLP

..... RIVERBANK HOUSE, 2 SWAN LANE

..... LONDON, EC4R 3TT

Occupation REAL ESTATE FINANCE EXECUTIVE

EXECUTED as a DEED by RUTHERFORD CANCER CARE
LIMITED acting by a director in the presence of:

Signature of witness

Signature of director

Print name CONNIE CHAN

Address C/O FIELDFISHER LLP

..... RIVERBANK HOUSE, 2 SWAN LANE

..... LONDON, EC4R 3TT

Occupation REAL ESTATE FINANCE EXECUTIVE

EXECUTED as a DEED by RUTHERFORD ESTATES LIMITED

acting by a director in the presence of:

Signature of director

Signature of witness

Print name CONNIE CHAU

Address C/O PELPISHER LP

RIVERBANK HOUSE, 2 SWAN LANE,

LONDON, EC4R 3TT

Occupation REAL ESTATE FINANCE EXECUTIVE

EXECUTED as a DEED by RUTHERFORD INNOVATIONS

LIMITED acting by a director in the presence of:

Signature of director

Signature of witness

Print name CONNIE CHAU

Address C/O PELPISHER LP

RIVERBANK HOUSE, 2 SWAN LANE

LONDON EC4R 3TT

Occupation REAL ESTATE FINANCE EXECUTIVE

EXECUTED as a DEED by RUTHERFORD INFRASTRUCTURES
LIMITED acting by a director in the presence of:



Signature of director

Signature of witness



Print name CONNIE CHAN

Address C/O FIELDRISHER LLP

..... RIVERBANK HOUSE, 2 SWAN LANE

..... LONDON EC4R 3TT

Occupation REAL ESTATE FINANCE EXECUTIVE

EXECUTED as a DEED by PROTON PARTNERS
INTERNATIONAL LIMITED acting by a director in the presence
of:



Signature of director

Signature of witness



Print name CONNIE CHAN

Address C/O FIELDRISHER LLP

..... RIVERBANK HOUSE, 2 SWAN

..... LANE, LONDON EC4R 3TT

Occupation REAL ESTATE FINANCE EXECUTIVE

Lender

EXECUTED as a **DEED** by **TP LEASING LIMITED** acting
by a director and its secretary/two directors:

[REDACTED]

Signature of director

[REDACTED]

Signature of secretary/director

*

