



Registration of a Charge

Company Name: **YOUFIBRE LIMITED**

Company Number: **12359292**



Received for filing in Electronic Format on the: **22/06/2021**

XA77DIXS

Details of Charge

Date of creation: **04/06/2021**

Charge code: **1235 9292 0004**

Persons entitled: **ESO INVESTCO VII DEBT CO II S.À R.L.**

Brief description: **REGISTERED TRADE MARK WITH TRADE MARK NUMBER
UK00003459292.**

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: **WE 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: **STEPHENSON HARWOOD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12359292

Charge code: 1235 9292 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th June 2021 and created by YOUFIBRE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd June 2021 .

Given at Companies House, Cardiff on 23rd June 2021

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**

PROJECT NILUS

Guarantee and Debenture

Dated 4th June 2021

- (1) The Chargors listed in Schedule 1**
- and**
- (2) ESO Investco VII DebtCo II S.à r.l.**

Contents

		Page
1	Definitions And Interpretation	1
2	Guarantee and indemnity	8
3	Covenant to pay	8
4	General	9
5	Creation Of Security	9
6	Crystallisation of floating charge	12
7	Negative pledge.....	13
8	Perfection of Security	13
9	Land	18
10	Shares and Investments	19
11	Accounts	21
12	Book debts and receipts.....	22
13	Representations.....	22
14	When Security Becomes Enforceable.....	25
15	Enforcement Of Security	25
16	Protection of surety	27
17	Receiver	29
18	Powers Of Receiver	30
19	Application Of Proceeds	33
20	Delegation	33
21	Further Assurances	33
22	Power Of Attorney.....	34
23	Additional Chargors.....	34
24	Miscellaneous	35
25	Tax Deduction and indemnity	36
26	Payment mechanics	36
27	Set-off	37

28	Release	38
29	Costs And Expenses	38
30	Notices	38
31	Partial Invalidity	38
32	Remedies And Waivers	39
33	Amendments And Waivers.....	39
34	Changes to the Parties.....	39
35	Counterparts.....	39
36	Governing Law	39
37	Enforcement	39
SCHEDULE 1	THE ORIGINAL CHARGORS.....	41
SCHEDULE 2	LAND	42
	Part 1 Registered Land.....	42
	Part 2 Unregistered Land.....	42
SCHEDULE 3	SHARES	43
SCHEDULE 4	BANK ACCOUNTS.....	44
	Part 1 Blocked Accounts	44
	Part 2 General Accounts	44
SCHEDULE 5	INTELLECTUAL PROPERTY	45
	Part 1 Trade marks.....	45
	Part 2 Patents.....	45
	Part 3 Other	45
SCHEDULE 6	FORMS OF NOTICES.....	46
	Part 1 Form of notice for Accounts	46
	Part 2 Forms of notice for Insurance Policies	50
	Part 3 Form of notice for Assigned Agreements.....	53
SCHEDULE 7	FORM OF SECURITY ACCESSION DEED	55

THIS GUARANTEE AND DEBENTURE

Dated 4th June 2021

BETWEEN:

- (1) The companies listed in Schedule 1 (the "**Original Chargors**"); and
- (2) **ESO Investco VII DebtCo II S.à r.l.** of (company no: B235444) of 21 rue Glesener, L-1631 Luxembourg (the "**Beneficiary**").

BACKGROUND

- (A) The Chargors enter into this Deed in connection with the Loan Note Instrument (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 as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Loan Note Instrument shall have the same meaning in this Deed and in addition:

"Account" means each of the accounts opened or maintained by any Chargor now or in the future with the Beneficiary, any bank, building society, financial institution or other person (including any renewal, redesignation, replacement, subdivision or sub account of such account) but excluding any accounts opened or maintained by any Chargor in which only (i) client monies or (ii) monies held on trust for third parties are held) and the debt or debts represented thereby.

"Account Bank" means any bank, building society, financial institution or other person with which a Chargor opens or maintains an Account.

"Act" means the Law of Property Act 1925.

"Additional Chargor" means each person which grants Security over its assets in favour of the Beneficiary by executing a Security Accession Deed in accordance with Clause 23 (*Additional Chargors*).

"Assigned Agreements" means each of the agreements, and each agreement evidencing or recording any of the rights, referred to in Clause 5.2 (*Assignments*).

"Blocked Account" means each Account listed in Part 1 (*Blocked Accounts*) of Schedule 4 (*Bank Accounts*) and each other Account of a Chargor designated in writing by the Beneficiary and the relevant Chargor as a "Blocked Account" from time to time.

"Company" means Substantial Midco Limited.

"Chargor" means each Original Chargor and each Additional Chargor.

"Delegate" means any delegate, agent, attorney or trustee appointed by the Beneficiary.

"Event of Default" means any event or circumstance specified in sub-paragraphs (a) to (r) inclusive of paragraph 4.1 (*Events of default*) of Schedule 2 (*The Conditions*) of the Loan Note Instrument.

"Fixed Security Asset" means each Security Asset:

- (a) which is, or is expressed to be, subject to any Security created by this Deed pursuant to Clause 5.1 (*Legal mortgages*), 5.2 (*Assignments*) or 5.3 (*Fixed Charges*) or the equivalent provision(s) of any Deed of Accession; or
- (b) which is, or is expressed to be, subject to any Security created by any Supplemental Mortgage; or
- (c) which is a Floating Charge Asset in respect of which the Security created or expressed to be created by this Deed (or the equivalent provision(s) of any Deed of Accession) has been converted into a fixed charge in accordance with Clause 6 (*Crystallisation of floating charge*).

"Fixed Security Agreement" means an Assigned Agreement or any other agreement which is a Fixed Security Asset.

"Floating Charge Asset" means each Security Asset which is, or is expressed to be, subject to any Security created by this Deed pursuant to Clause 5.4 (*Floating charge*) or the equivalent provision(s) of any Deed of Accession.

"General Account" means each Account listed in Part 2 (*General Accounts*) of Schedule 4 (*Bank Accounts*) and each other Account of a Chargor from time to time other than a Blocked Account.

"Insurance Policy" means each contract or policy of insurance (including all cover notes) of whatever nature, taken out by a Chargor, to which a Chargor is a party or in which a Chargor has an interest at any time, but excluding any insurance policy to the extent it is a third party liability insurance policy.

"Intellectual Property" means:

- (a) any patents, petty patents, trademarks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property;
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature; and
- (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not.

"Intra-Group Loan Agreement" means any agreement evidencing or recording the terms of any Intra-Group Receivable from time to time.

"Intra-Group Receivable" means any amount owing to a Chargor by any other member of the Group, whether documented or not and including fluctuating balances between members of the Group.

"Investments" means all shares (other than the Shares), stock, debentures, debenture stock, bonds, interests in collective investment schemes, in whatever form or jurisdiction any such scheme is established, all partnership interests and all other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000 and/or Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001), in each case:

- (a) whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise; and
- (b) whether held directly by or to the order of any Chargor or by any trustee, nominee, custodian, fiduciary or clearance system on its behalf (including all rights against any such trustee, nominee, custodian, fiduciary or clearance system including, without limitation, any contractual rights or any right to delivery of all or any part of the Investments from time to time).

"Land" means any freehold or leasehold property, including the real property (if any) listed in Schedule 2 (*Land*), together with, in each case:

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

"Land Rights" means:

- (a) the proceeds of sale of any Land (including the Mortgaged Property) or any part thereof;
- (b) the aggregate of all amounts paid or payable to or for the account of any Chargor in connection with the letting, licence or grant of other rights of use or occupation of any part of any Land (including the Mortgaged Property); and
- (c) the benefits of all other agreements, contracts, instruments and rights relating to any Land (including the Mortgaged Property) or any part thereof.

"Loan Note Documents" means the Loan Note Instrument and the Loan Notes.

"Loan Note Instrument" means the instrument executed by Substantial Midco Limited constituting up to £46,691,106 secured loan notes 2024 originally dated 6

October 2020, as amended from time to time (including on or about the date of this Deed).

"Loan Notes" means the loan notes issued to the Beneficiary from time to time under the Loan Note Instrument.

"Material Intellectual Property" means, in relation to a Chargor:

- (a) the Intellectual Property listed opposite its name in Schedule 5 (*Intellectual Property*) or the equivalent schedule to the relevant Deed of Accession; and
- (b) any other Intellectual Property which is material in the context of its business and which is required by it in order to carry on its business as it is being conducted.

"Material Land" means all Land (other than any leasehold property in respect of which the relevant Chargor is the lessee under a Rack-Rental Lease).

"Mortgaged Property" means all Land included in the definition of Security Asset.

"New Chargor" is defined in Clause 23 (*Additional Chargors*).

"Party" means a party to this Deed.

"Rack-Rental Lease" means leasehold property where rent is payable by any member of the Group on a rack-rent basis (excluding normal rent free periods).

"Receivable" means and book or other debts or other moneys due and owing to it in the ordinary course of its business and all other moneys receivable by it which is or is derived from or payable under any Fixed Security Asset.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the property and assets subject to the security created by the Debenture or any other Security Document.

"Related Rights" means:

- (a) all allotments, accretions, offers, options, rights, bonuses, warrants, benefits and advantages, whether by way of conversion, redemption, preference, substitution, option or otherwise which at any time accrue to or are offered or arise in respect of any Investment or Share;
- (b) all dividends, interest and other distributions paid or payable on or in respect of any Investment or Share;
- (c) warrants, options and other instruments entitling the holder to subscribe for or acquire any Investments or Shares; and
- (d) all other rights which at any time derive from, accrue to or are offered or arise in respect of any Investment or Share.

"Relevant Contract" means each agreement to which a Chargor is party and which is designated in writing by the Beneficiary and the Chargor as a "Relevant Contract" from time to time.

"Relevant Date" means:

- (a) in relation to an Original Chargor, the date of this Deed; and
- (b) in relation to an Additional Chargor, the date of the Deed of Accession to which that Additional Chargor is a party.

"Relevant Documents" means the Loan Note Documents, this Deed, the Intercreditor Deed and any Security Document under which Security is granted in favour of the Beneficiary and any other document designated as a "Relevant Document" by the Company and the Beneficiary from time to time.

"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 Chargor to any Secured Party under each Relevant Document, except for any obligation which, if it were so included, would result in this Deed contravening section 678 or 679 of the Companies Act 2006.

"Secured Party" means the Beneficiary, any Delegate and any Receiver.

"Security" means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

"Security Accession Deed" means a deed executed by a New Chargor substantially in the form set out in Schedule 7 (*Form of Security Accession Deed*), with those amendments which the Beneficiary may approve or reasonably require.

"Security Asset" means any asset of a Chargor which is, or is expressed to be, subject to 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 the Beneficiary is satisfied that:

- (a) all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party is under any commitment, obligation or liability (actual or contingent) to make any advance or to make available any other financial accommodation to any Chargor pursuant to the Relevant Documents.

"Shares" means all shares in any member of the Group (other than a member of the Group which is not incorporated in England and Wales) owned by any Chargor or held by any nominee or trustee on its behalf (including those shares listed opposite its name in Schedule 3 (*Shares*)).

"Supplemental Mortgage" means a mortgage deed executed by a Chargor in the form required by the Beneficiary.

"Tax Deduction" means a deduction or withholding for or on account of Tax from a payment under this Deed.

1.2 Construction

- (a) The provisions of clause 1.2 (*Construction*) of the Loan Note Instrument apply to this Deed as though they were set out in full in this Deed except that references to the Loan Note Instrument will be construed as references to this Deed.
- (b) Unless a contrary indication appears, a reference in this Deed to:
 - (i) any "**Chargor**" or the "**Beneficiary**" or a "**Receiver**" includes any one or more of its assigns, transferees and successors in title (in the case of the Guarantor or Transaction Guarantor, so far as any such is permitted);
 - (ii) the "**Beneficiary**", a "**Delegate**" or a "**Receiver**" includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates;
 - (iii) a Relevant Document or any other agreement or instrument is a reference to that Relevant Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
 - (iv) the words **include(s)**, **including** and **in particular** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as limiting the generality of any preceding words;
 - (v) **liabilities** means any obligation, whether incurred as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity;
 - (vi) any **rights** or **interests** in respect of an asset or any agreement includes:
 - (A) all amounts and proceeds paid or payable;
 - (B) all rights to make any demand or claim;
 - (C) all powers, remedies, causes of action, security, guarantees and indemnities; and
 - (D) all other rights, interests, title and/or benefit of any nature whatsoever and howsoever arising from time to time,in each case in respect of or derived from that asset;
 - (vii) any share, stock, debenture, bond or other security or investment includes:
 - (A) any dividend, interest or other distribution paid or payable;

(B) 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

(viii) the term **this Security** means any Security created by this Deed.

- (c) Any covenant of a Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (d) The terms of the other Relevant Documents and of any other agreement or instrument between any Parties in relation to any Relevant 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.
- (e) If the Beneficiary considers that an amount paid to a Secured Party under a Relevant 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.
- (f) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.
- (g) Each of the mortgages, fixed charges and assignments contained in Clauses 5.1 (*Legal mortgages*) to 5.3 (*Fixed Charges*) or the equivalent provisions of any Deed of Accession over each category of assets, and each asset specified in those Clauses shall be read and construed separately, as though each such category and asset were mortgaged, charged or assigned (as applicable) independently and separately of each other.
- (h) The liabilities of the Chargors under this Deed are joint and several.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in a Relevant Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Relevant Document, the consent of any person who is not a Party is not required to rescind, vary, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed at any time.
- (c) Any Receiver, Delegate, any Secured Party or any other person described in Clause 15.4 (*Protection of third parties*) may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

1.4 Intercreditor Deed

This Deed is subject to the terms of the Intercreditor Deed. In the case of any conflict between the terms of this Deed and the terms of the Intercreditor Deed, the terms of the Intercreditor Deed shall prevail.

2 GUARANTEE AND INDEMNITY

2.1 Guarantee and indemnity

Each Chargor irrevocably and unconditionally jointly and severally:

- (a) guarantees to the Beneficiary punctual performance by each Chargor of all that Chargor's obligations under the Relevant Documents;
- (b) undertakes to the Beneficiary that whenever another Chargor does not pay any amount when due under or in connection with any Relevant Document, that Chargor shall immediately on demand pay that amount as if it was the principal obligor; and
- (c) agrees with the Beneficiary that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Beneficiary immediately on demand against any cost, loss or liability it incurs as a result of an Chargor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Relevant Document on the date when it would have been due. The amount payable by a Chargor under this indemnity will not exceed the amount it would have had to pay under this Clause 2 (*Guarantee and indemnity*) if the amount claimed had been recoverable on the basis of a guarantee.

3 COVENANT TO PAY

3.1 Covenant to pay

Each Chargor covenants with the Beneficiary that it will, on the Beneficiary's written demand, pay or discharge the Secured Liabilities when due at the times and in the manner provided in the Relevant Documents.

3.2 Default interest

If a Chargor fails to pay any amount payable by it under this Deed or any Supplemental Mortgage on its due date, interest shall accrue on the overdue amount (both before and after judgment) at the Default Rate determined in accordance with and on the terms set out in paragraph 2.3 (*Unpaid Sums*) of Schedule 2 (*The Conditions*) to the Loan Note Instrument.

3.3 Covenants and Security lawful

The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

3.4 Demand by the Beneficiary

- (a) The making of one demand shall not preclude the Beneficiary from making any further demands, in each case in accordance with the Relevant Documents.
- (b) Any third party dealing with the Beneficiary or any Receiver shall not be concerned to see or enquire as to the validity of any demand under this Deed.

4 GENERAL

All the Security created under this Deed:

- (a) is created in favour of the Beneficiary;
- (b) is created over present and future assets of the Chargors;
- (c) is security for the payment and discharge of all the Secured Liabilities; and
- (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

5 CREATION OF SECURITY

5.1 Legal mortgages

Each Chargor charges by way of a first legal mortgage all estates or interests in any Land now owned by it, in each case as set out in Schedule 2 (*Land*).

5.2 Assignments

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption:

- (a) **Intra-Group Loan Agreements:** all of its rights in respect of any Intra-Group Loan Agreement to which it is a party;
- (b) **Insurance Policies:** all of its rights in respect of any Insurance Policy, including all sums payable to, or otherwise received by, such Chargor thereunder; and
- (c) **Relevant Contracts:** all of its rights in respect of the Relevant Contracts to which it is a party.

5.3 Fixed Charges

Each Chargor charges by way of first fixed charge:

- (a) **Land:** to the extent not the subject of a mortgage under Clause 5.1 (*Legal mortgages*) or a Supplemental Mortgage, all estates or interests in any Land now or subsequently owned by it;
- (b) **Plant and machinery:** to the extent that they are not the subject of a mortgage under Clause 5.1 (*Legal mortgages*) or a Supplemental Mortgage or a first fixed charge under paragraph (a) (*Land*) above, all plant and

machinery owned by it and its rights, title and interests in and to any plant or machinery in its possession, together with the benefit of all related Authorisations, agreements and warranties;

- (c) **Land Rights:** to the extent that they are not the subject of a mortgage under Clause 5.1 (*Legal mortgages*) or a Supplemental Mortgage or a first fixed charge under paragraph (a) (*Land*) above, its Land Rights;
- (d) **Shares:**
 - (i) all of its rights in respect of any Shares; and
 - (ii) all of its rights in respect of any Related Rights in relation to any Shares;
- (e) **Investments:**
 - (i) all of its rights in respect of any Investments; and
 - (ii) all of its rights in respect of any Related Rights in relation to any Investments;
- (f) **Accounts:**
 - (i) all of its rights in respect of any Blocked Account, any amount standing to the credit of any such Blocked Account and the debt represented by it; and
 - (ii) all of its rights in respect of any General Account, any amount standing to the credit of any such General Account and the debt represented by it;
- (g) **Intellectual Property:** all of its rights in respect of any Intellectual Property;
- (h) **Book debts etc.:**
 - (i) all of its rights in respect of any all of its book and other debts (other than any Intra-Group Receivable);
 - (ii) all of its rights in respect of any all other moneys due and owing to it (other than any Intra-Group Receivable); and
 - (iii) the benefit of all rights in relation to any item under paragraphs (i) and (ii) above.
- (i) **Goodwill:** all of its rights in respect of any its goodwill;
- (j) **Uncalled capital:** all of its rights in respect of any its uncalled capital;
- (k) **Authorisations:**
 - (i) all of its rights in respect of any Authorisation (statutory or otherwise) held by it in connection with its use of any Security Asset; and

- (ii) all of its rights to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (i) above;
- (l) **Rights:** to the extent not effectively assigned under Clause 5.2 (*Assignments*):
 - (i) all of its rights in respect of any Intra-Group Receivable owing to it;
 - (ii) all of its rights in respect of any Insurance Policy, including all sums payable to, or otherwise received by, such Chargor thereunder; and
 - (iii) all of its rights in respect of any the Relevant Contracts to which it is a party; and
- (m) **Fixed Security Assets:** all other agreements, instruments and rights relating to each Fixed Security Asset referred to above.

5.4 Floating charge

- (a) **Creation of floating charge:** Each Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under Clause 5.1 (*Legal mortgages*), 5.2 (*Assignments*) or 5.3 (*Fixed Charges*).
- (b) **Qualifying floating charge:** The floating charge created by paragraph (a) of this Clause 5.4 is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986, which applies to the floating charge created by or under this Deed.

5.5 Trust

- (a) If or to the extent that the assignment or charging of any Security Asset is ineffective because of a prohibition on that assignment or charging, then each relevant Chargor holds it on trust for the Beneficiary.
- (b) If the prohibition referred to in paragraph (a) above is due to the fact a consent or waiver must be obtained or a condition must be satisfied, then:
 - (i) the relevant Chargor must notify the Beneficiary promptly;
 - (ii) this Security will constitute security over all proceeds and other amounts which the relevant Chargor may receive, or has received, in respect of the relevant Security Asset but will exclude the relevant Chargor's other rights in respect of that Security Asset; and
 - (iii) unless the Beneficiary otherwise requires, the relevant Chargor must use its reasonable endeavours to obtain the required consent or satisfy the relevant condition.
- (c) On the waiver or consent being obtained, or the condition being satisfied:
 - (i) the relevant Chargor shall notify the Beneficiary promptly; and

- (ii) the Security Asset shall be mortgaged, charged or assigned (as appropriate) under this Clause and, in relation to such Security Asset only, the trust referred to in paragraph (a) above shall terminate.

6 CRYSTALLISATION OF FLOATING CHARGE

6.1 By notice

Except as provided below, the Beneficiary may by notice to a Chargor convert the floating charge created by Clause 5.4 (*Floating charge*) into a fixed charge as regards any or all of that Chargor's assets specified in that notice if:

- (a) an Event of Default has occurred;
- (b) the Beneficiary considers that it is necessary in order to protect the priority of its security; or
- (c) the Beneficiary 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.

6.2 Automatic

The floating charge created by a Chargor under Clause 5.4 (*Floating charge*) will (in addition to the circumstances when this may occur under the general law) automatically (and without the need for any notice) convert into a fixed charge over all of that Chargor's assets:

- (a) if an administrator is appointed or the Beneficiary receives notice of an intention to appoint an administrator;
- (b) if any steps are taken (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of that Chargor over all or any part of its assets, or if such a person is appointed;
- (c) if that Chargor creates, or attempts to create, Security or a trust in favour of another person over all or any part of the Security Assets;
- (d) on the crystallisation of any other floating charge over the Security Assets; or
- (e) if any person levies (or attempts to levy) any distress, attachment, sequestration, execution or other process against all or any part of the Security Assets.

6.3 Moratorium

- (a) The floating charge created by Clause 5.4 (*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 Part A1 of the Insolvency Act 1986.

- (b) At any time while a Chargor is subject to a moratorium under Part A1 of the Insolvency Act 1986, the Beneficiary may not give any notice which would have the effect of converting the floating charge created by Clause 5.4 into a fixed charge.
- (c) Paragraphs (a) and (b) above do not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act.

6.4 Reconversion

The Beneficiary may, at any time after the floating charge over any asset of a Chargor has been converted into a fixed charge pursuant to Clause 6.1 (*By notice*) or 6.2 (*Automatic*), by written notice to that Chargor, convert the fixed charge over that asset back into a floating charge (and such asset shall be subject to the security created, or expressed to be created, pursuant to paragraph (a) of Clause 5.4 (*Floating charge*) and the other provisions of this Deed relating to the floating charge contained herein).

7 NEGATIVE PLEDGE

Except as expressly permitted under the Loan Note Instrument, the Intercreditor Deed or this Deed, no Chargor shall:

- (a) create or permit to subsist any Security on any Security Asset; or
- (b) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset, or enter into any agreement to make any such disposal.

8 PERFECTION OF SECURITY

8.1 Notices

- (a) **Assigned Agreements:** Subject to sub-paragraph (e)(i) below, each Chargor shall:

- (i) on the Relevant Date, in the case of any Assigned Agreement existing on the Relevant Date; or
- (ii) in the case of any Assigned Agreement which is entered into by that Chargor, or any agreement or instrument which otherwise becomes an Assigned Agreement, after the Relevant Date, on the date thereof,

execute a notice of assignment in respect of each Assigned Agreement to which it is a party or under which it has any rights:

- (A) in the case of an Insurance Policy, substantially in the form set out in Part 2 (*Forms of notice for Insurance Policies*) of Schedule 6 (*Forms of notices*); and

- (B) in the case of any other Assigned Agreement, substantially in the form set out in Part 3 (*Form of notice for Assigned Agreements*) of Schedule 6 (*Forms of notices*),

and, as soon as reasonably practicable (and in any event with 5 Business Days) thereafter, deliver (or procure delivery of) that notice to each other person which is party to such Assigned Agreement.

(b) **Blocked Accounts:** Each Chargor shall:

- (i) on the Relevant Date, in the case of each of its Blocked Accounts which are open on the Relevant Date; or
- (ii) in the case of any Blocked Account which is opened or begins to be maintained by that Chargor, or any Account which otherwise becomes a Blocked Account, after the Relevant Date, on the date thereof,

execute a notice of charge in respect of each of its Blocked Accounts substantially in the form set out in Part 1 (*Form of notice for Accounts*) of Schedule 6 (*Forms of notices*) and, as soon as reasonably practicable (and in any event with 5 Business Days) thereafter, deliver (or procure delivery of) that notice to the Account Bank with which such Blocked Account is maintained.

(c) **General Accounts:** Each Chargor shall:

- (i) on the Relevant Date, in the case of each of its General Accounts which are open on the Relevant Date; or
- (ii) in the case of any General Account which is opened or begins to be maintained by that Chargor, or any Account which otherwise becomes a General Account, after the Relevant Date, on the date thereof,

execute a notice of charge in respect of each of its Blocked Accounts substantially in the form set out in Part 1 (*Form of notice for Accounts*) of Schedule 6 (*Forms of notices*) and, as soon as reasonably practicable (and in any event with 5 Business Days) thereafter, deliver (or procure delivery of) that notice to the Account Bank with which such General Account is maintained.

(d) **Acknowledgments:** Each Chargor shall use reasonable endeavours (including expending reasonable costs and expenses) to procure that each addressee of a notice referred to in this Clause 8.1 (*Notices*) executes and delivers to the Beneficiary an acknowledgement in the form set out in the relevant notice.

(e) **Parties to this Deed:**

- (i) Each Chargor (the "**First Chargor**") which is party to a Fixed Security Agreement to which another Chargor (the "**Counterparty Chargor**") is party hereby gives notice to the Counterparty Chargor

of the assignment of such Assigned Agreement on the terms of this Deed (such notice being deemed to be given in the form required under this Deed), and the Counterparty Chargor hereby:

- (A) waives any restriction or condition in any Fixed Security Agreement or any other agreement to which it is party in relation to the Security created, or is expressed to be created, by this Deed
 - (B) acknowledges and agrees to such notice from the First Chargor and the terms of this Deed insofar as they relate to that Fixed Security Agreement.
- (ii) The execution of this Deed by each Chargor and the Beneficiary shall constitute notice to the Beneficiary of the charge created over any Blocked Account opened or maintained with the Beneficiary (such notice being deemed to be given in the form required under this Deed) and the acknowledgment of, and agreement to, such notice by the Beneficiary.

8.2 Deposit of documents of title

(a) **Shares:** Each Chargor shall:

- (i) on the Relevant Date, in the case of any Shares in which it has an interest on the Relevant Date; or
- (ii) in the case of any Shares held by it in a company which becomes a member of the Group after the Relevant Date, within 5 Business Days of the date thereof,

deposit with the Beneficiary, or as the Beneficiary may direct:

- (A) all certificates and other documents of title or evidence of ownership in relation to its Shares;
- (B) all stock transfer forms and other documents which the Beneficiary may request in such form and executed in such manner as the Beneficiary may require with a view to perfecting or maintaining the charges over the Shares or, following the occurrence of an Event of Default, registering any Share in the name of the Beneficiary or its nominees;
- (C) declarations of trust in relation to any Share in which a Chargor has an interest but which are not held in its sole name as required by the Beneficiary; and
- (D) upon the accrual, offer or issue of any Related Rights in respect of or derived from the Shares (or upon acquiring any interest therein), notify the Beneficiary of that occurrence and deposit with the Beneficiary (or procure the deposit of) (i) all certificates or other documents of title representing such items and (ii) such stock transfer forms

or other instruments of transfer (executed in blank by it or on its behalf) in respect thereof as the Beneficiary may request.

(b) **Investments:** Each Chargor shall immediately on the request of the Beneficiary after an Event of Default which is continuing:

- (i) deposit with the Beneficiary, or as the Beneficiary 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 Beneficiary all share transfers and other documents which may be requested by the Beneficiary in order to perfect or improve its security over the Investments or to enable the Beneficiary or its nominees to be registered as the owner of or otherwise obtain a legal title to its Investments.

(c) **Land:** Each Chargor shall:

- (i) on the Relevant Date, in the case of any deeds and documents held by it in relation to Mortgaged Property in which it has an interest on the Relevant Date; and
- (ii) in the case of any deeds and documents held by it in relation to any Land which becomes Mortgaged Property, or any deeds and documents in relation to any Mortgaged Property which come into its possession, after the Relevant Date,

either:

- (A) deposit with the Beneficiary all such deeds and documents necessary to show good and marketable title to the relevant Mortgaged Property; or
- (B) procure that all such deeds and documents necessary to show good and marketable title to the relevant Mortgaged Property are held to the order of the Beneficiary by a firm of solicitors approved by the Beneficiary for that purpose.

(d) **Retention:** The Beneficiary shall be entitled to retain during the Security Period all documents, deeds and other evidence of title deposited with it in accordance with this Clause 8.2 at the risk of the relevant Chargor.

8.3 Registration

(a) **HM Land Registry:**

- (i) Each Chargor:
 - (A) consents to a restriction in the following terms being entered into on the register of title relating to any Material Land registered at HM Land Registry:

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

(B) consents to the registration of a notice against the register of title relating to any Material Land registered at HM Land Registry that the Beneficiary is under an obligation to make further advances on the terms and subject to the conditions of the Relevant Documents; and

(C) undertakes to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by it pursuant to this Deed, a Deed of Accession or a Supplemental Mortgage at its own expense, immediately following its execution of the same; and

(ii) Subject to the terms of the Loan Note Instrument, the Beneficiary is under an obligation to make further advances to the Chargors and that obligation will be deemed to be incorporated in this Deed as if set out in this Deed.

(b) **Intellectual Property:**

(i) Each Chargor shall:

(A) as soon as reasonably practicable after the Relevant Date, in the case of any Material Intellectual Property in respect of which it has any rights on the Relevant Date; and

(B) in the case of any its Intellectual Property which becomes Material Intellectual Property after the Relevant Date, or Material Intellectual Property in respect of which it obtains any rights after the Relevant Date, as soon as reasonably practicable after the date thereof,

file and register at any relevant patent, trade mark or other intellectual property register or authority as may be available for the purpose (to the extent that such register or authority is located in the jurisdiction of incorporation of a Chargor and including, if appropriate the European Patents Office and Office of Harmonisation for the Internal Market) in such name as may be required by the law of the place of registration, such of the following as must be filed or registered there in order to register or perfect the Security created under this Deed or to give notice to third parties to protect the priority of the security created by this Deed:

(1) this Deed;

- (2) if so requested by the Beneficiary, all licences of Material Intellectual Property granted to or acquired by it; and
- (3) all future assignments, mortgages and/or charges of Material Intellectual Property made pursuant to this Deed,

and, to the extent necessary to register or perfect the Security created under this Deed or to give notice to third parties to protect the priority of the security created by this Deed, maintain or renew such filings and registrations where applicable.

- (ii) Each Chargor irrevocably authorises the Beneficiary to effect such registrations, renewals, payments and notifications at the expense of such Chargor as shall, in the reasonable opinion of the Beneficiary, be necessary to register the Security created by this Deed at any patent, trade mark or other intellectual property register or authority as may be available for the purpose (to the extent that such register or authority is located in the jurisdiction of incorporation of a Chargor and including, if appropriate, at the European Patents Office or Office of Harmonization for the Internal Market).
- (c) **Companies House:** Each relevant Chargor consents to the registration of this Deed, any Supplemental Mortgage and any Security Accession Deed (as applicable) at Companies House.

9 LAND

9.1 Acquisitions

If a Chargor acquires any Material Land in England and Wales after the Relevant Date, it shall:

- (a) notify the Beneficiary immediately;
- (b) immediately on request by the Beneficiary and at the cost of the relevant Chargor, execute and deliver to the Beneficiary a Supplemental Mortgage; and
- (c) give notice to HM Land Registry in accordance with, and comply with the provisions of, paragraph (a) (*HM Land Registry*) of Clause 8.3 (*Registration*) in relation to such Land.

9.2 Covenants

- (a) Each Chargor shall punctually pay the rents reserved by and observe and perform in all material respects the other material covenants, agreements or obligations on its part to be observed and performed which are contained in any lease, agreement for lease, tenancy agreement or licence to occupy relating to any Land and, to the extent that it makes commercial sense to do so, enforce the observance and performance by the landlord or licensor of its material obligations under any such document.

- (b) No Chargor shall (without the prior written consent of the Beneficiary and except as expressly permitted under the Loan Note Instrument):
 - (i) enter into any onerous or restrictive obligation affecting its Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which, in each case, would be reasonably likely to affect materially and adversely its value or the value of the Security constituted by this Deed over it; or
 - (ii) share the occupation of any Land with any other person (or agree to do so) to the extent that to do so would materially adversely affect (i) the value of such Land; or (ii) the interests of the Secured Parties.

10 SHARES AND INVESTMENTS

10.1 Calls

- (a) Each Chargor must pay all calls or other payments due and payable in respect of any of its Shares or Investments in accordance with the Loan Note Instrument.
- (b) If the relevant Chargor fails to do so, the Beneficiary may, if it sees fit, pay the calls or other payments in respect of any of its Investments on behalf of that Chargor. The relevant Chargor must immediately on request reimburse the Beneficiary for any payment made by the Beneficiary under this Clause 10.1.

10.2 Dividends

- (a) Prior to the occurrence of an Event of Default, each Chargor shall, subject to the provisions of the Investment Agreement, be entitled to receive and retain all dividends, distributions or other income paid or payable in relation to any of its Shares or Investments.
- (b) After the occurrence of an Event of Default:
 - (i) each Chargor shall hold all dividends, distributions or other income paid in relation to any of its Shares or Investments on trust for the Beneficiary and shall pay the same to the Beneficiary immediately on receipt; and
 - (ii) the Beneficiary may, at its discretion, in the name of the relevant Chargor or otherwise and without any further consent or authority from the relevant Chargor, apply all dividends, interest and other monies arising from the Shares or Investments as though they were the proceeds of sale in accordance with Clause 19 (*Application Of Proceeds*).

10.3 Voting rights before an Event of Default

- (a) Prior to the occurrence of an Event of Default, the voting rights, powers and other rights in respect of its Shares and Investments will be exercised:
 - (i) by the relevant Chargor; or

- (ii) if exercisable by the Beneficiary, in any manner which the relevant Chargor may direct the Beneficiary in writing.
- (b) Each Chargor must indemnify the Beneficiary against any loss or liability incurred by the Beneficiary as a consequence of the Beneficiary acting in respect of any of its Shares or Investments as permitted by this Deed on the direction of the relevant Chargor.

10.4 Voting rights after an Event of Default

- (a) After the occurrence of an Event of Default which is continuing:
 - (i) the Beneficiary may (but shall not be obliged to) exercise or refrain from exercising (in the name of the relevant Chargor and without any further consent or authority on the part of that Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Share or Investment (including in relation to any Related Right), any person who is the holder of any Share or Investment (or Related Right) or otherwise; and
 - (ii) each Chargor shall (and shall procure that the Beneficiary's nominees shall) accept short notice for and attend any shareholders meetings relating to the Shares or Investments, appoint proxies and exercise voting and other rights and powers exercisable by the holders of the Shares or Investments as the Beneficiary may (but shall not be obliged to) direct from time to time as it sees fit for the purpose of protecting its interests in relation to the Secured Liabilities.
- (b) Unless the Beneficiary exercises, purports to exercise and/or takes any steps to exercise (or refrain from exercising) any of the voting rights or powers which it is entitled to exercise pursuant to paragraph (a) above, such rights and powers shall be the rights and powers of the relevant Chargor.

10.5 Other obligations in respect of Shares and Investments

- (a) Each Chargor must promptly send a copy to the Beneficiary 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 Shares or Investments. If it fails to do so, the Beneficiary may elect to provide such information as it may have on behalf of the relevant Chargor.
- (b) Each Chargor shall comply with all other conditions and obligations assumed by it in respect of any of its Shares or Investments.
- (c) The Beneficiary is not obliged to:
 - (i) perform any obligation of any Chargor;
 - (ii) make any payment;

- (iii) make any enquiry as to the nature or sufficiency of any payment received by it or any Chargor; or
- (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any of any Chargor's Shares or Investments.

- (d) No Chargor shall exercise any voting powers or rights in respect of its Shares or Investments in a manner which would, or would be reasonably likely to, prejudice the value of such Shares or Investments or otherwise to jeopardise the Security, or the Beneficiary's ability to realise the Security, constituted by this Deed over such Shares or Investments, except to the extent that such exercise is expressly permitted by the Loan Note Instrument.
- (e) No Chargor shall exercise (and each Chargor shall procure that any nominee acting on its behalf does not exercise) its voting rights in relation to the Shares in any manner, or otherwise permit or agree to any variation of the rights attaching to or conferred by all or any part of the Shares (or any Related Rights) or the reconstruction, amalgamation, sale or other disposal of any company or any of the assets or undertaking of any company (including the exchange, conversion or reissue of any shares or securities as a consequence thereof) whose shares are charged pursuant to this Deed, in each case, other than as expressly permitted under the Loan Note Instrument.

11 ACCOUNTS

11.1 Notification

Each Chargor shall deliver to the Beneficiary details of each Account opened or maintained by it from time to time:

- (a) on the Relevant Date, to the extent that any such Account is not set out in Schedule 4 (*Bank Accounts*) or the relevant Deed of Accession (as applicable);
- (b) in the case of an Account which is opened and/or begins to be maintained by that Chargor after the Relevant Date, within 5 Business Days of it being opened or so maintained; and
- (c) immediately on the occurrence of an Event of Default.

11.2 Blocked Accounts

- (a) **Operation:** No Chargor shall receive, withdraw or otherwise transfer any credit balance from time to time on any Blocked Account except with the prior consent of the Beneficiary or as expressly permitted under the Loan Note Instrument.
- (b) **Variation:** No Chargor shall, without the Beneficiary's prior written consent, close, or permit or agree to any variation of the rights attaching to, or close any Blocked Account.

11.3 General Accounts

- (a) **Operation before an Event of Default:** Prior to the occurrence of an Event of Default, each Chargor may receive, withdraw or otherwise transfer any credit balance from time to time on any General Account subject to the terms of the Loan Note Instrument.
- (b) **Operation after an Event of Default:** After the occurrence of an Event of Default, no Chargor shall receive, withdraw or otherwise transfer any credit balance from time to time on any General Account except with the prior consent of the Beneficiary.
- (c) **Variation:** After the occurrence of an Event of Default, no Chargor shall, without the Beneficiary's prior written consent, close, or permit or agree to any variation of the rights attaching to, or close any Blocked Account.

11.4 Application of monies

Upon the occurrence of an Event of Default, the Beneficiary may, without notice to any person, apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Liabilities in accordance with Clause 19 (*Application Of Proceeds*).

12 BOOK DEBTS AND RECEIPTS

- (a) Each Chargor shall:
 - (i) get in and realise its book and other debts and other moneys due and owing to it in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an Account) on trust for the Beneficiary; and
 - (ii) except to the extent that the Beneficiary otherwise agrees, pay all the proceeds of such getting in and realisation into an Account.
- (b) No Chargor shall purport, without the Beneficiary's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery other than in relation to the commutation of Receivables with its customers in the ordinary course of trade or unless such action is permitted under the Loan Note Instrument.

13 REPRESENTATIONS

Each Chargor makes the representations and warranties set out in this Clause 13 (*Representations*) to the Beneficiary on the date of this Deed. Such representations and warranties are deemed to be made by each Chargor by reference to the facts and circumstances then existing on the date during the Security Period.

13.1 Status

- (a) It is a limited liability 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.

13.2 Binding obligations

- (a) The obligations expressed to be assumed by it in this Deed and in each Relevant Document to which it is a party are, subject to registration requirements and general principles of law in England and Wales, legal, valid, binding and enforceable obligations.
- (b) (Without limiting the generality of paragraph 13.2(a) above), this Deed creates the Security Interests which it purports to create and those Security Interests are valid and effective and are not liable to be amended, avoided or otherwise set aside on the Chargor's liquidation or administration or otherwise.
- (c) It has the right, without requiring the concurrence, consent or authority of any other person, to create all the Security Interests which this Deed purports to create.

13.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, this Deed and each Relevant Document to which it is a party, and the granting of the Transaction Security do not and will not conflict with:

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

13.4 Power and authority

- (a) 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 Relevant Documents to which it is or will be a party and the transactions contemplated by those Relevant Documents.
- (b) No limit on its powers will be exceeded as a result of the borrowing, grant of the Transaction Security or giving of guarantees or indemnities contemplated by this Deed or the Relevant Documents to which it is a party.

13.5 Validity and admissibility in evidence

All Authorisations required or desirable:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed and the Relevant Documents to which it is a party; and

- (b) to make this Deed and the Relevant Documents to which it is a party admissible in evidence in its Relevant Jurisdictions,

have been obtained or effected and are in full force and effect.

13.6 No filing or stamp taxes

Under the laws of its Relevant Jurisdiction it is not necessary that this Deed be registered, filed, recorded, notarised or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to this Deed or the transactions contemplated by it.

13.7 Pari passu ranking

Its payment obligations under this Deed and the Relevant Documents to which it is a party rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

13.8 Relevant Documents

It has received a copy of, and reviewed and understood the terms of, each Relevant Document to which it is not a party.

13.9 Legal and beneficial ownership

It is and will be the sole, absolute, legal and beneficial owner with full title guarantee of the Security Assets.

13.10 Assigned Agreements

It is not in breach of any provision of any of the Assigned Agreements nor is it aware of the existence of any circumstances which would entitle any party to any of the Assigned Agreements to terminate that Assigned Agreement.

13.11 Investments

- (a) The Investments are duly authorised, validly issued and fully paid and are not subject to any option to purchase or similar right.
- (b) Its constitutional documents do not and could not restrict or inhibit any transfer of any Investments on creation or enforcement of the Security Interests over them created by this Deed.

13.12 Intellectual Property

It:

- (a) is the sole legal and beneficial owner of, or has licensed to it on normal commercial terms, all the Intellectual Property which is required by it in order to carry on its business as it is being conducted and as contemplated in the future (and no circumstances exist which indicate that such licences will not be renewed on similar terms);

- (b) does not, in carrying on its businesses, infringe, and in implementing and operating an FTTP Project (as defined in the Investment Agreement) is not likely to infringe, any intellectual property of any third party in any respect and none of the Intellectual Property or any other intellectual property enjoyed by it is, to its knowledge, being infringed nor is there any threatened infringement of its rights in respect of the Intellectual Property or any other intellectual property enjoyed by it; and
- (c) has taken all formal or procedural actions (including payment of fees) required to maintain any Intellectual Property or any intellectual property licensed to it.

13.13 Insurance Policies

- (a) The Insurance Policies are in full force and effect as required by this Deed.
- (b) No event or circumstance has occurred, and there has been no failure to disclose any fact, which would entitle any insurer to reduce or avoid its liability under any Insurance Policy.

14 WHEN SECURITY BECOMES ENFORCEABLE

14.1 Event of Default

This Security will become immediately enforceable on the occurrence of an Event of Default.

14.2 Discretion

After this Security has become enforceable, the Beneficiary may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Loan Note Instrument and the Intercreditor Deed.

14.3 Statutory powers

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

15 ENFORCEMENT OF SECURITY

15.1 General

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

15.2 No liability as mortgagee in possession

Neither the Beneficiary 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.

15.3 Privileges

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

15.4 Protection of third parties

No person (including a purchaser) dealing with the Beneficiary 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 Beneficiary or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Relevant Documents; or
- (d) how any money paid to the Beneficiary or to that Receiver is to be applied.

15.5 Redemption of prior mortgages

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

15.6 Contingencies

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

15.7 Financial collateral

- (a) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of a Chargor under this Deed constitute a "security

financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Beneficiary will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

- (b) Where any financial collateral is appropriated:
 - (i) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
 - (ii) in any other case, its value will be such amount as the Beneficiary 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 Beneficiary will give credit for the proportion of the value of the financial collateral appropriated to its use.
- (c) Each Chargor agrees that the method of valuing financial collateral under paragraph (b) above is commercially reasonable.

16 PROTECTION OF SURETY

16.1 Waiver of defences

Neither the Security created by this Deed nor the obligations of any Chargor under this Deed (including the obligations of each Chargor under Clause 2 (*Guarantee and indemnity*)) will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it, the Beneficiary or any other Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with any Chargor or other person;
- (b) the release of any Chargor, or any other person under the terms of any composition or arrangement with any person;
- (c) the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of any Chargor, 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 any Chargor or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any document or Security, including without limitation any change in the purpose

of, any extension of or any increase in any facility or the addition of any new facility under any Relevant Document or other document or Security;

- (f) any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Relevant Document or any other document; or
- (g) any insolvency, liquidation, administration or similar proceedings.

16.2 Chargor intent

Without prejudice to the generality of Clause 16.1 (*Waiver of defences*), each Chargor expressly confirms that it intends that its obligations under this Deed (including its obligations under Clause 2 (*Guarantee and indemnity*)) and the Security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Relevant Documents and/or any facility or amount made available under any of the Relevant Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and expenses associated with any of the foregoing.

16.3 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security, claim or payment from any person before claiming from the Chargors under this Deed (including under Clause 2 (*Guarantee and indemnity*)). This waiver applies irrespective of any law or any provision of a Relevant Document to the contrary.

16.4 Appropriations

During the Security Period, each Secured Party may:

- (a) refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 19 (*Application Of Proceeds*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of the Secured Liabilities.

16.5 Deferral of Chargor's rights

During the Security Period, unless the Beneficiary directs otherwise, no Chargor shall exercise any rights which it may have by reason of performance by it of its obligations under this Deed (including under Clause 2 (*Guarantee and indemnity*)) or the enforcement of the Security created by this Deed:

- (a) to receive or claim payment from, or be indemnified by a Chargor;
- (b) to claim any contribution from any guarantor of, or party who has granted Security in respect of, any Chargor's obligations under the Relevant Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under any Relevant Document or of any guarantee or Security taken pursuant to, or in connection with, the Relevant Documents by any Secured Party;
- (d) to bring legal or other proceedings for an order requiring any Chargor to make any payment, or perform any obligation, in respect of which any Chargor has given a guarantee, undertaking or indemnity under this Deed (including under Clause 2 (*Guarantee and indemnity*));
- (e) to exercise any right of set-off against any Chargor; or
- (f) to claim or prove as a creditor of any Chargor in competition with any Secured Party.

16.6 Trust

If a Chargor receives any benefit, payment or distribution in breach of Clause 16.5 (*Deferral of Chargor's rights*) it shall hold that benefit, payment or distribution on trust for the Secured Parties and shall promptly pay or transfer the same to the Beneficiary as the Beneficiary may direct for application in accordance with this Deed and the Loan Note Instrument.

16.7 Additional Security

This Deed is in addition to, is not in any way prejudiced by and shall not merge with any guarantee, contractual right or remedy or other Security now or in the future held by or available to the Beneficiary.

17 RECEIVER

17.1 Appointment of Receiver

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

- (d) The Beneficiary 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 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part 1 of the Insolvency Act 1986.
- (e) The Beneficiary may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Beneficiary 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.

17.2 Removal

The Beneficiary 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.

17.3 Remuneration

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

17.4 Agent of the Chargor

- (a) A Receiver will be deemed to be the agent of the relevant Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone is 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 a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

17.5 Relationship with Beneficiary

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

18 POWERS OF RECEIVER

18.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 18 in addition to those conferred on it by any law. This includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and

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

18.2 Possession

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

18.3 Carry on business

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

18.4 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 a Chargor.

18.5 Borrow money

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

18.6 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 a Chargor.

18.7 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).

18.8 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 a Chargor or relating in any way to any Security Asset.

18.9 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.

18.10 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.

18.11 Subsidiaries

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

18.12 Delegation

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

18.13 Lending

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

18.14 Protection of assets

A Receiver may:

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

in each case as he/she thinks fit.

18.15 Other powers

A Receiver may:

- (a) do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and

- (c) use the name of a Chargor for any of the above purposes.

19 APPLICATION OF PROCEEDS

All amounts from time to time received or recovered by the Beneficiary or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Beneficiary and applied in accordance with the Intercreditor Deed. This Clause 19:

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

and section 109(8) of the Act shall not apply.

20 DELEGATION

20.1 Power of Attorney

The Beneficiary 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.

20.2 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 Beneficiary or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

20.3 Liability

Neither the Beneficiary 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.

21 FURTHER ASSURANCES

- (a) Each Chargor must promptly, at its own expense, take whatever action the Beneficiary or a Receiver may require for:
 - (i) creating, perfecting or protecting any Security over any Security Asset; or
 - (ii) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Beneficiary or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.
- (b) The action that may be required under paragraph (a) above includes:
 - (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Beneficiary 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 Beneficiary may consider necessary or desirable.

- (c) During the Security Period, the Chargor shall, in respect of any Intellectual Property which is material to or required in connection with its business:

- (i) take all such steps and do all such acts as may be necessary to preserve and maintain the subsistence, validity and value of any such Intellectual Property; and

- (ii) not use or permit any such Intellectual Property to be used in any way which may materially and adversely affect its value.

22 POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Beneficiary, each Receiver and any of their respective Delegates or sub-delegates to be its attorney with the full power and authority of that Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the relevant Chargor under or pursuant to this Deed or generally for enabling the Beneficiary or any Receiver to exercise the respective powers conferred on them under this Deed or by law. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 22.

23 ADDITIONAL CHARGORS

- (a) The Company may request that any Subsidiary (the "**New Chargor**") becomes a Chargor.

- (b) The New Chargor shall, with the prior written approval of the Beneficiary become a Chargor if:

- (i) the New Chargor and the Company deliver to the Beneficiary in form and substance satisfactory to it:

- (A) a duly completed and executed Security Accession Deed;
- (B) certified extracts from the minutes of a meeting of their respective Boards of Directors evidencing the due authorisation and execution of the Security Accession Deed by each of the New Chargor and the Company respectively; and
- (C) any other conditions precedent required by the Relevant Documents; and

- (ii) the Company confirms to the Beneficiary in writing that no Default is continuing or would occur as a result of the New Chargor becoming a Chargor.

- (c) The New Chargor shall become a Chargor under this Deed with effect from the time when the Security Accession Deed takes effect, at which point:
 - (i) the New Chargor shall become bound by all the terms of this Deed and shall assume the same obligations as "Chargor" as if it were an original Party to this Deed; and
 - (ii) the other Chargors shall assume the same obligations in respect of the New Chargor as if it were an original Party to this Deed.
- (d) Each Chargor agrees that the Company may (as that Chargor's agent) enter into each Security Accession Deed and agree on its behalf that the terms of and execution of that Security Accession Deed will in no way prejudice or affect the Security granted by each of them under (and covenants given by each of them in) this Deed.

24 MISCELLANEOUS

24.1 Continuing Security

This Security is a continuing security, and the guarantee and indemnity under Clause 2 (*Guarantee and indemnity*) is a continuing guarantee and indemnity, and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

24.2 Tacking

The Beneficiary confirms that it will perform its obligations under the Loan Note Instrument (including any obligation to make available further advances).

24.3 New Accounts

- (a) If:
 - (i) any of the obligations of the Chargors under this Deed (including under Clause 2 (*Guarantee and indemnity*)) ceases to be continuing for any reason; and/or
 - (ii) any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with each Chargor.
- (b) If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to that Secured Party by a Chargor will be credited or be treated as having been credited to the new account of that Chargor and will not operate to reduce any Secured Liability.

24.4 Time deposits

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

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

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

24.5 Notice to Chargor

This Deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by that Chargor to any other Chargor and contained in any other Security Document.

25 TAX DEDUCTION AND INDEMNITY

25.1 Tax Deduction

- (a) All payments of to be made by a Chargor under this Deed shall, other than as provided in paragraph (b) below be made without any set-off (whether equitable or otherwise) or counterclaim and free and clear of and without deduction or withholding whatsoever unless that Chargor is required by law to make a payment subject to a Tax Deduction or in accordance with paragraph (b) below.
- (b) A Chargor shall be entitled to deduct or withhold from any payment under this Deed any amount required by law to be deducted or withheld, and the Company shall not be required to make any additional payment to the Beneficiary.
- (c) For so long as any amount payable under this Deed is by law payable under Tax Deduction, the relevant Chargor shall deliver up to the Beneficiary in respect of that amount within 14 days after payment of such amount, a certificate as to the gross amount of such payment and the amount of the Tax Deduction.

25.2 Indemnity

Each Guarantor jointly and severally shall (or shall procure that a Guarantor will), within three Business Days of demand, indemnify each Secured Party against any cost, loss or liability incurred by that Secured Party as a result of:

- (a) a failure by a Guarantor to pay any amount due under a Relevant Document on its due date; and
- (b) the exercise of any of the rights, powers, discretions, authorities and remedies vested in the Beneficiary and each Receiver by the Relevant Documents or by law.

26 PAYMENT MECHANICS

26.1 Payments

- (a) On each date on which a Chargor is required to make a payment under this Deed, that Chargor shall make the same available to the Beneficiary for value

on the due date at the time and in such funds specified by the Beneficiary as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

- (b) Payment shall be made to such account in the principal financial centre of the country of that currency and with such bank as the Beneficiary, in each case, specifies.

26.2 No set-off by Chargors

All payments to be made by a Chargor under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

26.3 Business Days

- (a) Any payment under this Deed which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).
- (b) During any extension of the due date for payment of any principal or amount overdue under this Deed interest is payable on the principal or overdue amount at the rate payable on the original due date.

26.4 Currency of account

- (a) Subject to paragraphs (b) and (c) below, sterling is the currency of account and payment for any sum due from a Chargor under this Deed.
- (b) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.
- (c) Any amount expressed to be payable in a currency other than Sterling shall be paid in that other currency.

26.5 Currency Conversion

- (a) For the purpose of, or pending the discharge of, any of the Secured Liabilities the Beneficiary may convert any moneys received or recovered by the Beneficiary from one currency to another, at a market rate of exchange.
- (b) The obligations of any Chargor 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.

27 SET-OFF

The Beneficiary may set off any matured obligation due from a Guarantor under the Relevant Documents (to the extent beneficially owned by the Beneficiary) against any matured obligation owed by the Beneficiary to that Guarantor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Beneficiary may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

28 RELEASE

At the end of the Security Period, unless any third party has any subrogation or other rights in respect of the Security created by this Deed at that time, the Beneficiary shall, at the request and cost of the Chargors, take whatever action is necessary to release its Security Assets from this Security.

29 COSTS AND EXPENSES

29.1 Enforcement costs

The Chargors shall, within three Business Days of demand, pay to the Beneficiary or any Receiver or Delegate the amount of all costs and expenses (including legal fees) incurred by the Beneficiary or any Receiver or Delegate:

- (a) in connection with the enforcement of, or the preservation of any rights under, this Deed or the investigation of any possible Default; or
- (b) arising from any actual or alleged breach by any person of any law or regulation.

29.2 Indemnity for delay

The Chargors must keep each Secured Party indemnified against any failure or delay in paying the costs and expenses described in this Clause 29.

30 NOTICES

- (a) Any communication to be made under or in connection with this Deed shall be made in writing in English and, unless otherwise stated, may be made by letter.
- (b) The address of each Party for any communication or document to be made or delivered under or in connection with this Deed is that identified with its name below, or any substitute address as the Party may notify to the other Parties by not less than five Business Days' notice.
- (c) Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address.
- (d) Any communication or document which becomes effective, in accordance with paragraph (c) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

31 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 nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

32 REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Beneficiary, any right or remedy under this Deed or any Relevant Document entered into pursuant to it, shall operate as a waiver of any such right or remedy or constitute an election to affirm this Deed or any Relevant Document entered into pursuant to it. No election to affirm this Deed or any such Relevant Document on the part of the Beneficiary 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 or the exercise of any other right or remedy. The rights and remedies provided in this Deed and in each Relevant Document entered into pursuant to it are cumulative and not exclusive of any rights or remedies provided by law.

33 AMENDMENTS AND WAIVERS

Any term of this Deed may be amended or waived only with the written consent of the Chargors and the Beneficiary.

34 CHANGES TO THE PARTIES

34.1 Assignments and transfers by the Beneficiary

The Beneficiary may only assign any of its rights or transfer by novation any of its rights, under this Deed to (i) any other person to whom it assigns or transfers all or part of its rights, benefits and obligations under, and in accordance with, the Loan Note Documents and (ii) the trustees of a trust in respect of which the sole beneficiary is the Beneficiary.

34.2 Assignments and transfer by Guarantors

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

35 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.

36 GOVERNING LAW

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

37 ENFORCEMENT

37.1 Jurisdiction

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

- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding paragraph (a) above, the Beneficiary shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Beneficiary may take concurrent proceedings in a number of jurisdictions.

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

SCHEDULE 1 THE ORIGINAL CHARGORS

Name of Chargor	Registered number (or equivalent, if any)	Jurisdiction of incorporation
Substantial Topco Limited	12897000	England and Wales
Substantial Midco Limited	12896901	England and Wales
Substantial Bidco Limited	12896873	England and Wales
Substantial Group Limited	12315611	England and Wales
Netomnia Limited	12008248	England and Wales
YouFibre Limited	12359292	England and Wales

SCHEDULE 2 LAND

Part 1 Registered Land

None

Part 2 Unregistered Land

None

SCHEDULE 3 SHARES

Chargor	Share issuer	Number and class of shares
Substantial Topco Limited	Substantial Midco Limited	23,999 ordinary shares of £0.01 each
Substantial Midco Limited	Substantial Bidco Limited	23,999 ordinary shares of £0.01 each
Substantial Bidco Limited	Substantial Group Limited	23,999 ordinary shares of £0.01 each
Substantial Group Limited	Netomnia Limited	1,000 ordinary shares of £1.00 each
Substantial Group Limited	YouFibre Limited	100 ordinary shares of £1.00 each

SCHEDULE 4 BANK ACCOUNTS

Part 1 Blocked Accounts

None

Part 2 General Accounts

Chargor	Account Bank	Sort Code	Account number	Account name
Netomnia Limited	Starling Bank	60-83-71	[REDACTED]	[REDACTED] [REDACTED]
Netomnia Limited	HSBC UK	40-17-10	[REDACTED]	[REDACTED] [REDACTED]
YouFibre Limited	HSBC UK	40-11-60	[REDACTED]	[REDACTED] [REDACTED]
Substantial Group Limited	HSBC UK	40-06-21	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
Substantial Group Limited	HSBC UK	40-06-21	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

SCHEDULE 5 INTELLECTUAL PROPERTY

Part 1 Trade marks

Chargor	Trade mark/ application no.	Class(es)	Status/details/ registry
YouFibre Limited	UK00003459292	9, 37, 38	Registered
Netomnia Limited	UK00003459290	9, 37, 38	Registered

Part 2 Patents

None

Part 3 Other

None

SCHEDULE 6 FORMS OF NOTICES

Part 1 Form of notice for Accounts

To: [Account Bank]

Copy: [Beneficiary] (as Beneficiary as defined below)

[Date]

Dear Sirs

**Security Agreement dated [•] between[, amongst others,] [relevant Chargor]
and [Beneficiary] (the "Security Agreement")**

1 We refer to:

- (a) [the account[s] listed in [part I (*Blocked Accounts*) of the schedule to this letter which are held by us with you (the "**Blocked Accounts**"); and]
- (b) [the account[s] listed in [part II (*General Accounts*) of the schedule to this letter which are held by us with you (the "**General Accounts**"),]

[in each case,]as such account may from time to time be re-designated or re-numbered ([the Blocked Accounts and the General Accounts together being] the "**Accounts**").

2 This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of [Beneficiary] (the "**Beneficiary**") all our rights in respect of the Account[s], and any amount standing to the credit of any Account.

3 [In respect of the Blocked Accounts w][W]e irrevocably instruct and authorise you to:

- (a) disclose to the Beneficiary any information relating to any Blocked Account requested from you by the Beneficiary;
- (b) comply with the terms of any written notice or instruction relating to any Blocked Account received by you from the Beneficiary;
- (c) hold all sums standing to the credit of any Blocked Account to the order of the Beneficiary; and
- (d) pay or release any sum standing to the credit of any Blocked Account in accordance with the instructions of the Beneficiary.

We are not permitted to withdraw any amount from any Blocked Account without the prior written consent of the Beneficiary.]

4 [In respect of the General Accounts:

- (a) we irrevocably instruct and authorise you to disclose to the Beneficiary any information relating to any General Account requested from you by the Beneficiary; and

- (b) we are permitted to withdraw any amount from any General Account for any purpose unless and until you receive a notice from the Beneficiary stating that we are no longer permitted to withdraw any amount from certain or all of the General Accounts without its consent. If and from the date on which you receive such a notice:
 - (i) we will not be permitted to withdraw any amount from such General Accounts without the prior written consent of the Beneficiary; and
 - (ii) we irrevocably authorise and instruct you to:
 - (A) comply with the terms of any written notice or instruction relating to each such General Account received by you from the Beneficiary;
 - (B) hold all sums standing to the credit of each such General Account to the order of the Beneficiary; and
 - (C) pay or release any sum standing to the credit of any such General Account in accordance with the instructions of the Beneficiary.]

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

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

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Beneficiary with a copy to us.

Yours faithfully

.....
(Authorised Signatory)
[*name of relevant Chargor*]

Schedule - Bank Accounts

Part I – Blocked Accounts

Account Bank	Sort Code	Account number	Account name

Part II – General Accounts

Account Bank	Sort Code	Account number	Account name

Acknowledgement from Account Bank

To: [Beneficiary] (as Beneficiary)
[address 1]
[address 2]

Copy: [name of relevant Chargor]

[Date]

Dear Sirs

Security Agreement dated [•] between[, amongst others,] [relevant Chargor] and [Beneficiary] (the "Security Agreement")

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

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, 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;
- (d) [will not permit any amount to be withdrawn from any Blocked Account (as defined in the Notice) without your prior written consent[; and
- (e) will comply with any notice we may receive from the Beneficiary in respect of the General Accounts].

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]

Part 2 Forms of notice for Insurance Policies

To: [Insurer]

Copy: [Beneficiary] (as Beneficiary as defined below)

[Date]

Dear Sirs

Security Agreement dated [●] between[, amongst others,] [relevant Chargor] and [Beneficiary] (the "Security Agreement")

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely (by way of security), subject to a proviso for re-assignment on redemption, to [Beneficiary] (the "**Beneficiary**") all our rights in respect of [*insert details of contract of insurance*] and any other present or future contract or policy of insurance in relation to [*insert relevant details*] to which we are a party or in which we have an interest (the "**Insurances**").

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 Beneficiary, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).

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

We irrevocably instruct and authorise you to:

- (a) disclose to the Beneficiary any information relating to the Insurance requested from you by the Beneficiary; and
- (b) note on the Insurances the Beneficiary's interest as first priority assignee of the proceeds under the Insurances and all of our rights under the Insurances.

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

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Beneficiary with a copy to us.

Yours faithfully

.....
(Authorised signatory)
[**relevant Chargor**]

Acknowledgement Of Insurer

To: [Beneficiary] (as Beneficiary)
[address 1]
[address 2]

Copy: [relevant Chargor]

[Date]

Dear Sirs

**Security Agreement dated [●] between[, amongst others,] [relevant Chargor]
and [Beneficiary] (the "Security Agreement")**

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

We confirm that we:

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

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

Yours faithfully

.....
(Authorised signatory)
[Insurer]

Part 3 Form of notice for Assigned Agreements

To: [Contract Counterparty]

Copy: [Beneficiary] (as Beneficiary as defined below)

[Date]

Dear Sirs

**Security Agreement dated [●] between[, amongst others,] [relevant Chargor]
and [Beneficiary] (the "Security Agreement")**

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

We confirm that:

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

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

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

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

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Beneficiary with a copy to us.

Yours faithfully

.....
(Authorised signatory)
[relevant Chargor]

Acknowledgement Of Counterparty

To: [Beneficiary] (as Beneficiary)
[address 1]
[address 2]

Copy: [relevant Chargor]

[Date]

Dear Sirs

**Security Agreement dated [●] between[, amongst others,] [relevant Chargor]
and [Beneficiary] (the "Security Agreement")**

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

We confirm that we:

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

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

Yours faithfully

.....
(Authorised signatory)
[**Contract counterparty**]

SCHEDULE 7 FORM OF SECURITY ACCESSION DEED

Security Accession Deed

Dated

Between

- (1) [] Limited, a company incorporated under the laws of [England and Wales] with registered number [] (the "**New Chargor**");
- (2) Substantial Midco Limited, a company incorporated under the laws of [England and Wales] with registered number 12896901 (the "**Company**") for itself and as agent for and on behalf of each of the existing Chargors; and
- (3) [•] ([Registered number [] of [address]]) (the "**Beneficiary**").

Recitals

- (A) This deed is supplemental to a security agreement dated [•] between, among others, the Company, the Chargors named in it and the Beneficiary (as supplemented and amended from time to time, the "**Security Agreement**").
- (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.

This deed witnesses

1 Definitions and interpretation

1.1 Definitions

Words and expressions defined in the Security Agreement shall have the same meanings in this Deed.

"Blocked Account" means each Account listed in Part 1 (*Blocked Accounts*) of Schedule 3 (*Accounts*) and each other Account of the New Chargor designated in writing by the Beneficiary and the New Chargor as a "Blocked Account" from time to time.

"General Account" means each Account listed in Part 2 (*General Accounts*) of Schedule 3 (*Accounts*) and each other Account of the New Chargor from time to time other than a Blocked Account.

"Land" means any freehold or leasehold property, including the real property (if any) listed in Schedule 1 (*Land*), together with, in each case:

- (a) all buildings, fixtures, fittings and fixed plant and machinery on that property; and

- (b) the benefit of any covenants for title given or entered into by any predecessor in title of the New Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

"Shares" means all shares in any member of the Group (other than a member of the Group which is not incorporated in England and Wales owned by the New Chargor or held by any nominee or trustee on its behalf (including those shares listed opposite its name in Schedule 2 (*Shares*)).

1.2 Construction

The principles of construction set out in clause 1.2 (*Construction*) of the Security Agreement shall apply to this Deed, *mutatis mutandis*, insofar as they are relevant to it, as they apply to the Security Agreement, provided that a reference to a "Clause" or "Schedule" shall be a reference to a clause or schedule of this Deed.

2 Accession of New Chargor

2.1 Accession

The New Chargor agrees to be a Chargor for the purposes of the Security Agreement with immediate effect and agrees to be bound by all of the terms of the Security Agreement as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

The New Chargor covenants with the Beneficiary that it will, on the Beneficiary's written demand, pay or discharge the Secured Liabilities when due at the times and in the manner provided in the relevant Relevant Documents.

2.3 General

All the Security created under this Deed:

- (a) is created in favour of the Beneficiary;
 - (i) is created over present and future assets of the Chargors;
 - (ii) is security for the payment and discharge of all the Secured Liabilities; and
 - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Beneficiary holds the benefit of this Deed and this Security on trust for the Secured Parties.

2.4 Consent of existing Chargors

The Company confirms that the existing Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect the Security granted by each of them under (and covenants given by each of them in) the Security Agreement.

3 Creation of Security

3.1 Legal mortgages

The New Chargor charges by way of a first legal mortgage all estates or interests in any Land now owned by it.

3.2 Assignments

The New Chargor assigns absolutely, subject to a proviso for re-assignment on redemption:

- (a) **Intra-Group Loan Agreements:** all of its rights in respect of:
 - (i) any Intra-Group Loan Agreement to which it is a party[; and
 - (ii) any Structural Intra-Group Loan;]
- (b) **Insurance Policies:** all of its rights in respect of any Insurance Policy, including all sums payable thereunder;
- (c) **Acquisition Documents:** all of its rights in respect of the Acquisition Documents to which it is a party; and
- (d) **Relevant Contracts:** all of its rights in respect of the Relevant Contracts to which it is a party.

3.3 Fixed Charges

The New Chargor charges by way of first fixed charge:

- (a) **Land:** to the extent not the subject of a mortgage under Clause 3.1 (*Legal mortgages*) or a Supplemental Mortgage, all estates or interests in any Land now or subsequently owned by it;
- (b) **Plant and machinery:** to the extent that they are not the subject of a mortgage under Clause 3.1 (*Legal mortgages*) or a Supplemental Mortgage or a first fixed charge under paragraph (a) (*Land*) above, all plant and machinery owned by it and its rights, title and interests in and to any plant or machinery in its possession, together with the benefit of all related Authorisations, agreements and warranties;
- (c) **Land Rights:** to the extent that they are not the subject of a mortgage under Clause 3.1 (*Legal mortgages*) or a Supplemental Mortgage or a first fixed charge under paragraph (a) (*Land*) above, its Land Rights;
- (d) **Shares:**
 - (i) all of its rights in respect of any Shares; and
 - (ii) all of its rights in respect of any Related Rights in relation to any Shares;
- (e) **Investments:**
 - (i) all of its rights in respect of any Investments; and

- (ii) all of its rights in respect of any Related Rights in relation to any Investments;
- (f) **Accounts:**
 - (i) all of its rights in respect of any Blocked Account, any amount standing to the credit of any such Blocked Account and the debt represented by it; and
 - (ii) all of its rights in respect of any General Account, any amount standing to the credit of any such General Account and the debt represented by it;
- (g) **Intellectual Property:** all of its rights in respect of any Intellectual Property;
- (h) **Book debts etc.:**
 - (i) all of its rights in respect of any all of its book and other debts (other than any Intra-Group Receivable);
 - (ii) all of its rights in respect of any all other moneys due and owing to it (other than any Intra-Group Receivable); and
 - (iii) the benefit of all rights in relation to any item under paragraphs (i) and (ii) above.
- (i) **Goodwill:** all of its rights in respect of any its goodwill;
- (j) **Uncalled capital:** all of its rights in respect of any its uncalled capital;
- (k) **Authorisations:**
 - (i) all of its rights in respect of any Authorisation (statutory or otherwise) held by it in connection with its use of any Security Asset; and
 - (ii) all of its rights to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (i) above;
- (l) **Rights:** to the extent not effectively assigned under Clause 3.2 (*Assignments*):
 - (i) all of its rights in respect of any Intra-Group Receivable owing to it;
 - (ii) all of its rights in respect of any Insurance Policy, including all sums payable thereunder;
 - (iii) all of its rights in respect of the Acquisition Documents to which it is a party;
 - (iv) all of its Reliance Rights from time to time; and
 - (v) all of its rights in respect of any the Relevant Contracts to which it is a party; and

- (m) **Fixed Security Assets:** all other agreements, instruments and rights relating to each Fixed Security Asset referred to above.

3.4 Floating charge

- (a) **Creation of floating charge:** The New Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under Clause 3.1 (*Legal mortgages*), 3.2 (*Assignments*) or 3.3 (*Fixed Charges*).
- (b) **Qualifying floating charge:** The floating charge created by paragraph (a) of this Clause 3.4 is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986, which applies to the floating charge created by or under this Deed.

4 Negative pledge

Except as expressly permitted under the Loan Note Instrument or this Deed, no Chargor shall:

- (a) create or permit to subsist any Security on any Security Asset; or
- (b) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset, or enter into any agreement to make any such disposal.

5 Power of attorney

The New Chargor, by way of security, irrevocably and severally appoints the Beneficiary, each Receiver and any of their respective Delegates or sub-delegates to be its attorney with the full power and authority of the New Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the New Chargor under or pursuant to this Deed or the Security Agreement or generally for enabling the Beneficiary or any Receiver to exercise the respective powers conferred on them under this Deed or the Security Agreement or by law. The New Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 5.

6 Notices

The New Chargor confirms that its address details for notices in relation to clause 22 (*Notices*) of the Security Agreement are as follows:

Address: []

Attention: []

Fax: []

7 Relevant Document

This Deed is a Relevant Document.

8 Governing Law

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

9 Enforcement

9.1 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity and termination of this Deed [or any non-contractual obligation arising out of or in connection with this Deed] (a "**Dispute**").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding paragraph (a) above, the Beneficiary shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Beneficiary may take concurrent proceedings in a number of jurisdictions.

9.2 [Service of Process]

- (a) Without prejudice to any other mode of service allowed under any relevant law, the New Chargor:
 - (i) irrevocably appoints [] as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed; and
 - (ii) agrees that failure by a process agent to notify the New Chargor of the process will not invalidate the proceedings concerned.
- (b) If any person approved as an agent for service of process is unable for any reason to act as agent for service of process, [] (on behalf of the New Chargor) must immediately (and in any event within [] days of such event taking place) appoint another agent on terms acceptable to the Beneficiary. Failing this the Beneficiary may appoint another agent for this purpose.]

Executed as a deed and delivered on the date appearing at the beginning of this Deed.

SCHEDULE 1 LAND

Part 1 Registered Land

Name of Chargor	Description and address of freehold or leasehold property	Title Number
[•]	[•]	[•]

Part 2 Unregistered Land

Name of Chargor	Description and address of freehold or leasehold property	Details
[•]	[•]	[•]

SCHEDULE 2 SHARES

Chargor	Share issuer	Number and class of shares
[•]	[•]	[•]

SCHEDULE 3 ACCOUNTS

Part 1 Blocked Accounts

Chargor	Account Bank	Sort Code	Account number	Account name
[•]	[•]	[•]	[•]	[•]

Part 2 General Accounts

Chargor	Account Bank	Sort Code	Account number	Account name
[•]	[•]	[•]	[•]	[•]

SCHEDULE 4 INTELLECTUAL PROPERTY

Part 1 Trade marks

Chargor	Trade mark/ application no.	Class(es)	Status/details/ registry
[•]	[•]	[•]	[•]

Part 2 Patents

Chargor	Patent/ application no.	Class(es)	Status/details/ registry
[•]	[•]	[•]	[•]

Part 3 Other

Chargor	Details
[•]	[•]

Signatories to Security Accession Deed [do not sign]

New Chargor

Executed as a **deed** by [**NEW CHARGOR**] acting by a director in the presence of:

signature Director

signature
of witness _____

print name

name _____
print name of witness

Address]

OR INSERT APPROPRIATE EXECUTION BLOCK

Company

Executed as a **deed** by [**COMPANY**] acting by a director in the presence of:

signature Director

signature
of witness _____

print name

name _____
print name of witness

Address]

OR INSERT APPROPRIATE EXECUTION BLOCK

Beneficiary

Signed by [**BENEFICIARY**]

Signatories

Chargor

Executed as a deed by
SUBSTANTIAL TOPCO LIMITED
acting by a director in the presence of:

signature of witness [redacted]

name Elysia Darcie
print name of witness

Address] [redacted]

[redacted] Director
signature

Jeremy Chelot
print name

Executed as a deed by
SUBSTANTIAL MIDCO LIMITED
acting by a director in the presence of:

signature of witness [redacted]

Elysia Darcie
print name of witness

[redacted] Director
signature

Jeremy Chelot
print name

Executed as a **deed** by
SUBSTANTIAL BIDCO LIMITED
acting by a director in the presence of:

signature
of witness

Elysia Darcie

print name of witness



signature

Director

Jeremy Chelot

print name

Executed as a **deed** by
SUBSTANTIAL GROUP LIMITED
acting by a director in the presence of:

signature
of witness

Elysia Darcie

print name of witness



signature

Director

Jeremy Chelot

print name

Executed as a **deed** by **NETOMNIA LIMITED** acting by a director in the presence of:

signature
of witness

Elysia Darcie

print name of witness



signature

Director

Jeremy Chelot

print name

Executed as a **deed** by **YOUFIBRE LIMITED** acting by a director in the presence of:

signature
of witness

Elysia Darcie

print name of witness

signature

Jeremy Chelot

print name

Director

Beneficiary

Executed and delivered as a **deed** by **ESO Investco VII DebtCo II S.à r.l.** in the presence of:

signature
of witness

Jemma Wakeman

name

print name of witness

address

signature

Thomas Wakeman

print name