

MR01

Particulars of a charge

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 **IRIS Laserform**

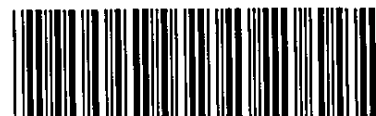
A fee is payable with this form.
Please see 'How to pay' on the
last page.

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

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


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

For further information please



SCT 10/01/2014 #102
COMPANIES HOUSE

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

 **You must enclose a certified copy of the instrument with this form.** This will be scanned and placed on the public record.

1 Company details

Company number S C 3 1 6 7 7 4

Company name in full Freeagent Central Limited

For official use

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d3 d0 m1 m2 y2 y0 y1 y3

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

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

Name Kreos Capital IV (Luxembourg) S.À.R.L.

Name

Name

Name

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

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

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Continuation page

Please use a continuation page if you need to enter more details.

Description

5

Fixed charge or fixed security

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

☐ Yes

☒ No

6

Floating charge

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

☒ Yes Continue

☐ No Go to **Section 7**

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

☒ Yes

7

Negative Pledge

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

☒ Yes

☐ No

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8

Trustee statement ①

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

☐

① This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X *S. S. L. Q*

For and on behalf of Burness Paul LLP

X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **Scott Wilson**

Company name
Burness Paul LLP

Address **120 Bothwell Street**

Post town **Glasgow**

County/Region

Postcode

G	2		7	J	L		
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Country

DX **GW154 GLASGOW**

Telephone **0141 248 4933**



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

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



Where to send

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

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

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

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



Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 316774

Charge code: SC31 6774 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 30th December 2013 and created by FREEAGENT CENTRAL LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th January 2014.

Given at Companies House, Edinburgh on 14th January 2014

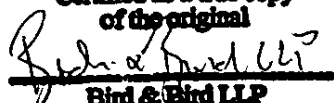


Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

EXECUTION COPY

Certified as a true copy
of the original

Bird & Bird LLP
15 Fetter Lane, London EC4A 1JP
08/01/14

FREEAGENT CENTRAL LIMITED

in favour of

KREOS CAPITAL IV (LUXEMBOURG) S.À.R.L.

BOND AND FLOATING CHARGE

Bird & Bird LLP
15 Fetter Lane
London EC4A 1JP

Tel: 020 7415 6000
www.twobirds.com
Ref: STAP/KREIV.0041

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THIS BOND AND FLOATING CHARGE

BY:

- (1) **FREEAGENT CENTRAL LIMITED**, a company incorporated in Scotland with registered number SC316774 whose registered office is at 40 Torphichen Street, Edinburgh, EH3 8JB (the **Borrower**);

in favour of:

- (2) **KREOS CAPITAL IV (LUXEMBOURG) S.À.R.L.** a company incorporated in Luxembourg under registration number B163054 whose registered office is at 9A boulevard Prince Henri, L-1724 Luxembourg and registered with the Luxembourg RCS under number B163.054 (the **Lender**).

BACKGROUND:

Under the terms of the Loan Agreement, the Lender has agreed to advance monies to the Borrower on condition, *inter alia*, that the Borrower will execute and deliver to the Lender this Instrument to secure the payment of the Secured Obligations.

AGREED PROVISIONS:

1. INTERPRETATION

- 1.1 In this Instrument, the following words and expressions shall, unless the context otherwise requires, bear the following meanings:

Administrator: means any administrator appointed pursuant to this Instrument;

Business Day: a day (other than a Saturday or Sunday) on which clearing banks are open for business in the City of London and Edinburgh;

Finance Documents: the Loan Agreement, the Security Documents, and the Intercreditor Agreement, and any other applicable document creating a Security Interest in favour of the Lender;

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

Intellectual Property: all legal and beneficial interests of the Borrower (in any part of the world) in present and future inventions, improvements, modifications, processes, formulae, know-how, models, prototypes, sketches, drawings, plans, business names, licences, patents, patent applications, trademarks, service marks, designs and any other intellectual property rights of every kind whether or not registered, together with all applications and rights to apply for registration, choses in action and claims and all fees, royalties and other rights of every kind deriving from them now or in the future belonging to the Borrower, including without limitation the Registered Intellectual Property;

Intercreditor Agreement: shall have the meaning given to it in the Loan Agreement;

Loan Agreement: the loan facility agreement between the Lender and the Borrower dated on around the date of this Instrument, as amended, restated, supplemented or replaced from time to time;

Permitted Security: (i) any Security Interest created in favour of the Lender under the Finance Documents; (ii) any Security Interest referred to in clause 8.2 of the Loan Agreement; and (iii) any Security Interest permitted by the Lender in writing from time to time;

Receivables: all present and future book debts and other debts, rentals, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Borrower (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (i) the benefit of all rights, guarantees, securities and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar association rights); and
- (ii) all proceeds of any of the foregoing;

Receiver: means any receiver or administrative receiver appointed in respect of the Security Assets (whether pursuant to this Instrument, pursuant to any statute, by a court or otherwise) and includes joint receivers;

Registered Intellectual Property: means UK registered trade mark 2538387 filed on 27 January 2010 for FreeAgent (stylised), and any other registered Intellectual Property registered in the name of the Borrower after the date of this Instrument;

Secured Obligations: all indebtedness, liabilities and obligations which are now or may at any time in the future be due, owing or incurred by the Borrower to the Lender in any manner whatsoever, whether actual or contingent and whether owed jointly or severally, as principal or surety and whether under the Finance Documents or otherwise;

Securities: all stocks, shares, loan capital, bonds and other securities now or in the future belonging to the Borrower (either legally or beneficially) and whether or not marketable, together with all dividends and all other rights deriving from them from time to time;

Security Assets: means the whole of the property (including uncalled capital) which is or may be from time to time while this Instrument is in force comprised in the property and undertaking of the Borrower;

Security Documents: has the meaning given in the Loan Agreement;

Security Interest: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, hypothecation, assignment by way of security or otherwise, trust arrangement, title retention or encumbrance or enforceable right of a third party, any other type of security interest or preferential arrangement having a similar effect to any of the foregoing or in the nature of security of any kind whatsoever and in any jurisdiction.

1.2 In this Instrument unless the context requires otherwise:

- 1.2.1 capitalised terms not defined in this Instrument shall have the respective meanings given to those terms in the Loan Agreement;
- 1.2.2 any reference to a clause is a reference to a clause of this Instrument;
- 1.2.3 references to this Instrument and to any provisions of this Instrument or to any other document or agreement shall be construed as references to this Instrument or that document or agreement in force for the time being and as amended, varied, supplemented, substituted or novated from time to time;
- 1.2.4 words importing the singular number only shall include the plural number and vice versa; and words importing the masculine gender only shall include the feminine gender;
- 1.2.5 references to persons includes a reference to firms, corporations, unincorporated associations or personal representatives;
- 1.2.6 references to any person are to be construed to include that person's assigns or transferees or successors in title, whether direct or indirect;
- 1.2.7 references to any statute or statutory provision means that statutory provision as amended, supplemented, re-enacted or replaced from time to time (whether before or after the date of this Instrument) and are to include any orders, regulations, instruments or other subordinate legislation made under the relevant statutory provision except to the extent that any amendment, supplement, re-enactment or replacement coming into force after the date of this Instrument would increase or extend the liability of the parties to one another;
- 1.2.8 the rule known as the ejusdem generis rule shall not apply and general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things;
- 1.2.9 clause headings are for ease of reference only and are not to affect the interpretation of this Instrument;

2. **BOND**

- 2.1 The Borrower undertakes to the Lender that it will pay or discharge to the Lender all the Secured Obligations on demand in writing when the Secured Obligations become due for payment or discharge (whether by acceleration or otherwise).
- 2.2 Any amount which is not paid under this Instrument when due shall bear interest (both before and after judgment) payable on demand from the due date until the date on which that amount is unconditionally and irrevocably paid and discharged in full at the rate and in the manner specified in the Loan Agreement.

3. **NATURE OF SECURITY**

- 3.1 All security made or created under this Instrument are made or created:
- 3.1.1 in favour of the Lender; and
 - 3.1.2 as a continuing security for the payment or discharge of all Secured Obligations hereby covenanted to be paid or discharged by the Borrower.
- 3.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) applies to any floating charge created by or pursuant to this Instrument (and such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).
- 3.3 If the Lender considers that an amount paid by the Borrower in respect of the Secured Obligations is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Instrument.

4. FLOATING CHARGE

- 4.1 The Borrower as security for the payment and discharge of all the Secured Obligations hereby grants in favour of the Lender a floating charge over the Security Assets.
- 4.2 The security from time to time constituted by or pursuant to this Instrument shall be in addition to and shall not prejudice, determine or affect any other security which the Lender may from time to time hold for or in respect of all or any part of the Secured Obligations hereby secured. No prior security held by the Lender over the whole or any part of the Security Assets shall merge in the security created hereby or pursuant to this Debenture which will remain in full force and effect as a continuing security until discharged by the Lender.

5. RESTRICTIONS ON DEALING

- 5.1 Other than as set out at clause 5.2, the Borrower shall not without the prior written consent of the Lender:
- 5.1.1 create or permit to subsist any Security Interest on or in relation to the Security Assets other than this Instrument and Permitted Security;
 - 5.1.2 save in the normal course of trading at not less than market value sell, assign, transfer, lease, lend or otherwise dispose of in any manner (or purport to do so) the whole or any part of or any interest in the Security Assets (whether by a single transaction or a number of transactions and whether related or not) or enter into any agreement or grant any option for any such sale, assignment, transfer, lease, loan or other disposal;
 - 5.1.3 part with possession of any heritable or leasehold property (including the real property), grant or agree to grant any option or any licence tenancy or other right of occupation to any person or exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders provided that such restrictions shall not be construed as a limitation on the powers of any receiver appointed under this Instrument and being an agent of the

Borrower and the Lender may grant or accept surrenders of leases without restriction.

- 5.2 Nothing in this Instrument shall prevent the continuing existence or enforcement of Permitted Security.
- 5.3 Any fixed security granted by the Borrower in favour of the Lender (whether before or after the date of execution of this Instrument) shall rank in priority to this Security.
- 5.4 In the event that the Borrower grants or creates any fixed security or floating charge in breach of the prohibition in clause 5.1 or with the consent of the Lender under clause 5.1 but with no written agreement of the Lender as to the ranking of them, this Instrument shall rank in priority to that fixed security or floating charge.

6. UNDERTAKINGS BY THE BORROWER

6.1 The Borrower shall:

- 6.1.1 keep and maintain all buildings and all plant, machinery, fixtures and fittings in good repair and condition and permit any person or persons nominated by the Lender free access upon reasonable notice to view the state and condition of them;
- 6.1.2 the Borrower maintain adequate risk protection through insurances on and in relation to its business and assets to the extent reasonably required on the basis of good business practice taking into account, *inter alia*, its financial position and nature of operations;
- 6.1.3 apply any insurance proceeds in making good the loss or damage or at the Lender's option in or towards the discharge of the Secured Obligations;
- 6.1.4 punctually pay all rents, taxes, duties, assessments and other outgoings and observe and perform all restrictive and other covenants under which any of the property subject to this Instrument is held;
- 6.1.5 permit the Borrower's bank to furnish directly to the Lender from time to time upon request full statements and particulars of all the Borrower's accounts with bank and such other financial statements information regarding the assets and liabilities of the Borrower as are from time to time available to bank;
- 6.1.6 if so requested, deposit with the Lender all deeds certificates and documents constituting or evidencing title to the property or any part of the property charged by this Instrument and all insurance policies;
- 6.1.7 comply with the provisions of all present or future law, regulations, instruments and directives and every notice, order or direction made under any of the foregoing and any requirements of any competent authority and all other licences, approvals and consents;
- 6.1.8 provide the Lender with all financial and other information with respect to the assets, liabilities and affairs of the Borrower and its subsidiaries and associated companies (if any) that the Lender may from time to time

reasonably require;

- 6.1.9 notify the Lender within ten (10) Business Days of receipt of every material notice, order or proposal given or made in relation to the Security Assets by any competent authority, and (if required by the Lender) immediately provide it with a copy of the same and either: (i) comply with the same; or (ii) make any objections which the Lender may require or approve;
- 6.1.10 comply with all covenants and obligations affecting any of the Security Assets (or the manner of use of any of them);
- 6.1.11 not, except with the prior written consent of the Lender, enter into any onerous or restrictive obligation affecting any of the Security Assets;
- 6.1.12 not do, cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Security Assets or the effectiveness of the security created by this Instrument (or make any omission which has such an effect);
- 6.1.13 without prejudice to clause 5.1 but in addition to the restrictions in that clause, not sell, assign, charge, factor or discount or in any other manner deal with any of the Receivables and all licence fees, royalties and other monies deriving from its Intellectual Property without the prior written consent of the Lender and must collect all Receivables and all licence fees, royalties and other monies deriving from its Intellectual Property promptly in the ordinary course of trading as agent for the Lender;
- 6.1.14 notify the Lender if it intends to acquire any estate or any interest in any freehold or leasehold property and will further notify the Lender promptly in writing of the actual acquisition by it of any such freehold or leasehold land;
- 6.1.15 promptly on becoming aware of any of the same, give the Lender notice in writing of any breach of this Instrument or of any other Finance Documents;
- 6.1.16 within five (5) Business Days of being requested to do so by the Lender give notice to any bank or other financial institution with whom the Borrower has an account, and to any other applicable third party, of the creation of the Security Interests under this Instrument and use reasonable efforts to procure that each addressee of any such notice promptly provides an acknowledgement of the Lender's interest to the Lender. The Borrower shall obtain the Lender's prior approval of the form of any notice or acknowledgement to be used under this clause, and for the avoidance of doubt the five (5) Business Day period referred to at the start of this paragraph shall run from the date of such approval;
- 6.1.17 permit the Lender, any Receiver and any person appointed by either of them to enter on and inspect any property during normal business hours on reasonable prior notice;
- 6.1.18 duly and promptly pay all calls, instalments and other monies that may be

payable from time to time in respect of the Securities. The Borrower acknowledges that the Lender shall not be under any liability in respect of any such calls, instalments or other monies;

- 6.1.19 not, without the prior written consent of the Lender, amend, or agree to the amendment of, the memorandum or articles of association, or any other constitutional documents, of any issuer of Securities that is not a public company, or the rights or liabilities attaching to any of the Securities;
- 6.1.20 ensure (as far as it is able to by the exercise of all voting rights, powers of control and other means available to it) that any issuer of Securities that is not a public company shall not:
 - (a) consolidate or subdivide any of its Securities, or reduce or re-organise its share capital in any way;
 - (b) issue any new shares or stock; or
 - (c) refuse to register any transfer of any of its Securities that may be lodged for registration by, or on behalf of, the Lender or the Borrower in accordance with this Instrument;
- 6.1.21 if so requested by the Lender, place and maintain on each item of plant, machinery or equipment, in a conspicuous place, a clearly legible identification plate in a form approved by the Lender specifying that such item is subject to the security created under this Instrument;
- 6.1.22 take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation) observing all covenants and stipulations relating to such rights, and paying all applicable renewal fees, licence fees and other outgoings;
- 6.1.23 use all reasonable efforts to register applications for the registration of any Intellectual Property, and shall keep the Lender informed of all matters relating to each such registration;
- 6.1.24 inform the Lender in writing within seven (7) Business Days of any Intellectual Property being registered in the name of the Borrower as at the date of this Instrument;
- 6.1.25 on the request of the Lender, provide the Lender with copies of all licences and other agreements or documents relating to the Intellectual Property; and
- 6.1.26 not permit any Intellectual Property to be abandoned, cancelled or to lapse, except with the prior written consent of the Lender.
- 6.2 Immediately upon the Lender taking any steps to enforce the security constituted by this Instrument:
 - 6.2.1 all dividends and other distributions paid in respect of the Securities and received by the Borrower shall be held by the Borrower on trust for the Lender and immediately paid into an account directed by the Lender in

writing or, if received by the Lender, shall be retained by the Lender; and

6.2.2 all voting and other rights and powers attaching to the Securities shall be exercised by, or at the direction of, the Lender and the Borrower shall, and shall procure that its nominees shall, comply with any directions the Lender may give, in its absolute discretion, concerning the exercise of those rights and powers.

6.3 If the Borrower shall fail to perform any of its obligations under clause 6.1, then the Lender may take such steps as it considers appropriate to procure the performance of such obligation and shall not thereby be deemed to be a mortgagee in possession and the monies reasonably expended by the Lender shall be reimbursed by the Borrower on demand and until so reimbursed shall carry interest as mentioned in clause 2.1 from the date of payment to the date of reimbursement.

7. WARRANTIES AND REPRESENTATIONS

7.1 The Borrower represents and warrants to the Lender on the date of this Instrument and on each day that the Secured Obligations or any of them remain outstanding, with reference to the facts and circumstances then existing, that:

7.1.1 the Registered Intellectual Property is beneficially owned by it as at the date of this Instrument;

7.1.2 there are no proceedings, actions, or circumstances relating to any of the property referred to in clause 7.1.1 which materially and adversely affect that property's value or the Borrower's ability to use that property for the purposes for which it is currently used;

7.1.3 the Borrower is the legal and beneficial owner of the Security Assets;

7.1.4 the Security Assets are free from any Security Interest other than Permitted Security;

7.1.5 the Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Security Assets or any interest in them;

7.1.6 there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, that materially and adversely affect the Security Assets; and

7.1.7 there is no breach of any law or regulation that materially and adversely affects the Security Assets.

8. ENFORCEMENT

8.1 In addition to any statutory provisions concerning enforceability or attachment, this Security shall become enforceable upon and the Lender's powers of appointment and other rights and powers shall become exercisable at any time after:

8.1.1 the occurrence of an Event of Default; or

8.1.2 the receipt of any request from the board of directors of the Borrower; or

8.1.3 the taking (or purported taking) by any person of any step towards the winding up or dissolution of the Borrower or towards the appointment of any administrator, trustee, administrative receiver, receiver, liquidator or the like to the Borrower or the whole or any part of its property.

8.2 To the extent that:

8.2.1 the Security Assets constitutes Financial Collateral (as defined in the Financial Collateral Regulations); and

8.2.2 this Instrument and the obligations of the Borrower hereunder constitute a Security Financial Collateral Arrangement (as defined in the Financial Collateral Regulations),

the Lender shall have the right, at any time after the security constituted by this Instrument has become enforceable, to appropriate all or any of that Security Assets in or towards the payment or discharge of the Secured Obligations in such order as the Lender may, in its absolute discretion, determine.

8.3 The value of any Security Assets appropriated in accordance with clause 8.1 shall be the price of those Security Assets at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Lender may reasonably select (including independent valuation).

8.4 The Borrower agrees that the methods of valuation provided for in clause 8.3 are commercially reasonable for the purposes of the Financial Collateral Regulations.

9. ADMINISTRATOR AND RECEIVER

9.1 At any time after this Instrument has become enforceable, the Lender may without further notice to the Borrower appoint by writing any one or more persons either singly, jointly, severally or jointly and severally to be an administrator of the Borrower or (subject, if applicable, to Section 72A of the Insolvency Act 1986) a Receiver of all or any part of the Security Assets and except as otherwise required by statute may remove any such Receiver and appoint another or others in his or their place. In addition, and without prejudice to the foregoing provisions of this clause 9.1, in the event that any person appointed to be a Receiver shall be removed by a court or shall otherwise cease to act as such, then the Lender shall be entitled so to appoint another person as Receiver in his place.

9.2 Any Receiver shall be the agent of the Borrower and the Borrower shall be solely responsible for his acts and defaults and the payment of his remuneration.

9.3 An Administrator shall have and be entitled to exercise, in addition to and without limiting all the powers of an administrator under the Insolvency Act 1986, all the powers of a receiver under Schedule 2 of the Insolvency Act 1986 and a Receiver shall have and be entitled to exercise, in addition to and without limiting all the powers of a receiver under Schedule 2 of the Insolvency Act 1986, all the powers of an administrative receiver set out in Schedule 1 of the Insolvency Act 1986 together with (in either case) the power to exercise any powers or rights incidental to ownership of the Security Assets, including (as regards shares and other securities) any voting rights or rights of enforcing the same together with power to:

- 9.3.1 take possession of, collect and get in all or any part of the property in respect of which he is appointed and for that purpose to take any proceedings;
 - 9.3.2 carry on or concur in carrying on the business of the Borrower and to raise money from the Lender or others on the security of any Security Assets;
 - 9.3.3 purchase or acquire any land and purchase, acquire and grant any interest in or right over land;
 - 9.3.4 sell or concur in selling, let or concur in letting and terminate or accept surrenders of leases or tenancies of any of the property charged by this Instrument and to carry any such transactions into effect;
 - 9.3.5 sell, assign, let or otherwise dispose of or concur in selling, assigning, letting or otherwise disposing of all or any of the debts and any other property in respect of which he is appointed;
 - 9.3.6 make any arrangement or compromise between the Borrower and any other person which he may think expedient;
 - 9.3.7 make and effect all repairs, improvement and insurances;
 - 9.3.8 purchase materials, tools, equipment, goods or supplies;
 - 9.3.9 call up any uncalled capital of the Borrower with all the powers conferred by the articles of association of the Borrower in relation to calls;
 - 9.3.10 employ, engage and appoint managers and other employees and professional advisers; and
 - 9.3.11 do all such other acts and things as may be considered to be incidental or conducive to any other matters or powers aforesaid or to the realisation of the Security Assets and which he lawfully may or can do.
- 9.4 Any Receiver appointed under this clause 9 shall be entitled to remuneration for his services and the services of his firm appropriate to the responsibilities involved. Subject to Section 58 of the Insolvency Act 1986, the remuneration of the Receiver may be fixed by the Lender (and may be or include a commission calculated by reference to the gross amount of all money received or otherwise and may include remuneration in connection with claims, actions or proceedings made or brought against the Receiver by the Borrower or any other person or the performance or discharge of any obligation imposed upon him by statute or otherwise) but such remuneration shall be payable by the Borrower alone and the amount of such remuneration shall form part of the Secured Obligations and accordingly be secured on the Security Assets under the floating charge constituted by this Instrument.
- 10. APPLICATION OF PROCEEDS**
- 10.1 Any monies received by the Lender or any Receiver shall subject to the repayment of any claims having priority to the charges created by this Instrument be applied in the following order but without prejudice to the right of the Lender to recover any shortfall from the Borrower:

- 10.1.1 first, in the payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers and of all outgoings paid by him;
 - 10.1.2 secondly, in the payment of the Receiver's remuneration (as agreed between the Receiver and the Lender);
 - 10.1.3 thirdly, in or towards the satisfaction of the Secured Obligations secured by this Instrument in such order as the Lender in its absolute discretion thinks fit; and
 - 10.1.4 finally, in payment of the surplus (if any) to the person or persons entitled to it.
- 10.2 All monies received, recovered or realised by the Lender or a Receiver under this Instrument may be credited at the discretion of the Lender or Receiver to any suspense or impersonal account and may be held in such account for so long as the Lender shall think fit pending its application from time to time in or towards the discharge of any of the Secured Obligations secured by this Instrument.

11. PROTECTION OF THIRD PARTIES

No person dealing with a Receiver or the Lender shall be concerned to enquire whether any power which he or it is purporting to exercise has become exercisable or whether any money is due under this Instrument or as to the application of any money paid raised or borrowed or as to the propriety or regularity of any sale by or other dealing with such Receiver or the Lender.

12. ENTRY INTO POSSESSION AND LIABILITY TO PERFORM

- 12.1 If the Lender or any Receiver or any Administrator shall enter into possession of the property charged under this Instrument or any part of it, it or he may from time to time and at any time go out of such possession. Neither the Lender nor any Receiver or administrator shall in any circumstances (either by reason of any entry into or taking of possession of any such property or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to the Borrower for anything except its or his actual receipts or be liable to the Borrower for any loss or damage arising from any realisation of the property hereby charged or from any act, default or omission in relation to that.
- 12.2 Notwithstanding anything contained in this Instrument or implied to the contrary, the Borrower remains liable to observe and perform all of the conditions and obligations assumed by it in relation to the Security Assets. The Lender is under no obligation to perform or fulfil any of those conditions or obligations or make any payment in respect of those conditions or obligations.

13. MANDATE AND ATTORNEY

The Borrower irrevocably appoints the Lender, any Receiver and any person nominated by the Lender jointly and also severally to be its mandatary and attorney with the power of substitution and in its name and otherwise on its behalf and as its act and deed to sign or execute all deeds instruments and documents which the

Lender or any Receiver or any person nominated by the Lender may require or deem proper for any of the purposes of or which the Borrower ought to do under this Instrument. The Borrower agrees to ratify and confirm anything such attorney shall lawfully and properly do.

14. NEW ACCOUNTS

If the Lender shall at any time receive actual or constructive notice of any Security Interest affecting all or any part of the Security Assets then the Lender may open a new account or accounts for the Borrower in the Lender's books and if the Lender does not do so then (unless the Lender gives express written notice to the contrary) the Lender shall be treated as if it had done so at the time when notice was received or was deemed to have been received and as from that time all payments made by the Borrower to the Lender shall be credited or treated as having been credited to the new account and shall not operate to reduce the Secured Obligations at the time when the Lender received or was deemed to receive notice. Without prejudice to the Lender's right to combine accounts, no money paid to the credit of the Borrower in any such new account shall be apportioned towards, or have the effect of discharging, any part of the Secured Obligations.

15. PRIOR SECURITY INTERESTS

If there is any Security Interest over any of the Security Assets which ranks in priority to this Instrument and any proceedings or steps are taken to exercise or enforce any powers or remedies conferred by such prior Security Interest the Lender or any Receiver appointed under this Instrument in respect of such property may (but without prejudice to any rights the Receiver may have under Section 43 of the Insolvency Act 1986) redeem such prior Security Interest or any other Security Interest or procure its transfer to itself and may settle any account of the holder of any prior Security Interest. Any accounts so settled and passed shall be conclusive and binding on the Borrower and all the principal, interest, costs, charges and expenses of and incidental to such redemption or transfer shall, as from its payment by the Lender, be due from the Borrower to the Lender and shall be secured as part of the Secured Obligations on the Security Assets and all the powers conferred by any prior Security Interest upon the holder of or any receiver under such Security Interest shall be exercisable by the Lender or a Receiver in like manner as if the same were expressly included in this Instrument.

16. FURTHER ASSURANCE

The Borrower shall at its own cost and whenever requested by the Lender immediately execute and sign all such deeds and documents and do all such things as the Lender may reasonably require from time to time over any property or assets specified by the Lender for the purpose of perfecting security to the Lender for the payment and discharge of the Secured Obligations secured by this Instrument.

17. SET OFF

The Lender may at any time and without notice to the Borrower combine or consolidate all or any of the Borrower's then existing accounts with liabilities to the Lender and set off or transfer all or any part of the sums standing to the credit of any

one or more of such accounts in or towards satisfaction of any of the liabilities of the Borrower to the Lender on any other account that may be in debit or in any other respects. The Lender shall notify the Borrower that such a transfer has been made.

18. AVOIDANCE OF PAYMENTS

No assurance, security or payment received by the Lender in respect of the Secured Obligations which may be avoided, reduced, adjusted or ordered to be refunded under any enactment relating to bankruptcy or insolvency or Part IV of the Insolvency Act 1986 or similar legislation binding on the Borrower in a jurisdiction other than England and Wales (and no release, discharge or settlement given or made by the Lender on the faith of any such assurance, security or payment) shall prejudice or affect the right of the Lender to recover from the Borrower (including the right to recover any monies which it may have been compelled by due process of law to refund under the provisions of the Insolvency Act 1986 and any costs payable by it pursuant to or otherwise incurred in connection with such process) or to enforce the security created by or pursuant to this Instrument to the full extent of the Secured Obligations secured by this Instrument. Accordingly, any release, discharge or settlement given or made by the Lender shall be deemed conditional on no assurance, payment or security received by the Lender in respect of the Secured Obligations being avoided, reduced or ordered to be refunded pursuant to any enactment relating to bankruptcy or insolvency or Part IV of the Insolvency Act 1986 or similar legislation binding on the Borrower in a jurisdiction other than England and Wales. The Borrower agrees that in the event of such avoidance, reduction, adjustment or order for refund such security shall be deemed to have continued to have been held as security for the payment and discharge to the Lender of all Secured Obligations.

19. RELEASE

- 19.1 Upon redemption and payment in full (in accordance with the terms of the Finance Documents) of all the Secured Obligations (but not otherwise), the Lender shall promptly (provided that the Borrower cooperates fully and promptly), at the request and cost of the Borrower, do all things reasonably necessary to release the Security Assets of the Borrower from the security constituted by this Instrument, provided that any release shall be subject to clause 18.
- 19.2 The Lender may release any Security Asset of the Borrower from the security constituted by this Instrument at any time prior to the repayment in full of all Secured Obligations and any such release shall not in any way affect, prejudice or invalidate the security created under this Instrument over any of the remaining Security Assets.

20. COSTS AND INDEMNITY

- 20.1 The Lender and any Receiver, attorney or other person appointed by the Lender under this Instrument and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the Security Assets in respect of all liabilities, actions and reasonable expenses incurred by any of them in or directly or indirectly as a result of the lawful exercise or purported exercise of any of the powers, authorities or discretions vested in them under this Instrument and against all actions, proceedings, losses, costs, claims and demands in respect of any matter or thing lawfully done or omitted in any way relating to the Security Assets or any

default or delay by the Borrower in performing any of its obligations under this Instrument and the Lender and any such Receiver may retain and pay all sums in respect of the same out of the monies received under the powers conferred by this Instrument.

- 20.2 The Borrower shall pay to, or reimburse, the Lender and any Receiver on demand, on a full indemnity basis, all costs, charges, expenses and liabilities of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on costs incurred by the Lender or any Receiver in connection with:

20.2.1 this Instrument or the Security Assets;

20.2.2 protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or Receiver's rights under this Instrument;

20.2.3 suing for, or recovering, any of the Secured Obligations,

(including, without limitation, the costs of any proceedings in connection with this Instrument or the Obligations), together with interest on any amount due under clauses 20.2.2 and 20.2.3 at the default rate of interest specified in the Loan Agreement.

21. NOTICES

- 21.1 Any notice under this Instrument shall be in writing signed by or on behalf of the party giving it in the case of a company to its registered office and in the case of an individual to the relevant address shown in the preamble to this Instrument or to such other address as shall be notified in writing for these purposes.

- 21.2 Without prejudice to any other proper method of service approved by the courts, any such notice may be served:

21.2.1 by leaving it or sending it by prepaid, recorded delivery letter sent through the post; or

21.2.2 by facsimile (in which case it shall be deemed to have been signed by or on behalf of the party giving it) to such facsimile number as any party may from time to time notify in writing to the others. A copy of any such notice shall also be sent by first class post to the last known principal place of business of the relevant party and to the relevant party's solicitors.

- 21.3 A notice served by post shall be deemed to have been served two (2) Business Days (or five (5) Business Days in the case of overseas post) after the day of posting and in proving such service it shall be sufficient to prove that the notice was properly addressed and posted.

- 21.4 A notice served personally or by facsimile shall be deemed to have been served on the day of delivery or transmission if in the ordinary course of transmission it would first be received by the addressee on a Business Day prior to 4.00 pm and otherwise on the next Business Day.

22. MISCELLANEOUS

- 22.1 The Lender may, at its discretion, without discharging or in any way affecting the security created by this Instrument or any remedy of the Lender, grant time or other indulgence or abstain from exercising or enforcing any remedies, securities, guarantees or other rights which it may now or in the future have from or against the Borrower and may make any arrangement, variation or release with any person or persons without prejudice either to this Instrument or the liability of the Borrower for the Secured Obligations secured by this Instrument.
- 22.2 All the provisions of this Instrument are severable and distinct from one another and if, at any time, any one or more of the provisions of this Instrument is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity and enforceability of the remaining provisions of this Instrument nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.
- 22.3 The rights and remedies of the Lender provided by this Instrument are cumulative and are not exclusive of any rights powers or remedies provided by law and may be exercised from time to time and as often as the Lender may deem expedient.
- 22.4 This Instrument may be executed in any number of counterparts, each of which when executed and delivered is an original, but all counterparts together constitute the same document.
- 22.5 At any time, without the consent of the Borrower, the Lender may assign or transfer the whole or any part of its rights and obligations under this Instrument to any person to whom it assigns the Loan Agreement. The Borrower may not assign any of its rights, or transfer any of its obligations, under this Instrument, or enter into any transaction that would result in any of those rights or obligations passing to another person.
- 22.6 Any waiver or variation of any right or remedy by the Lender (whether arising under this Instrument or under the general law), or any consent given under this Instrument, will only be effective if it is in writing and signed by the waiving, varying or consenting party, and applies only in the circumstances for which it was given, and shall not prevent the party giving it from subsequently relying on the relevant provision.
- 22.7 No act or course of conduct or negotiation by, or on behalf of, the Lender shall, in any way, preclude the Lender from exercising any right or remedy under this Instrument or constitute a suspension or variation of any such right or remedy.
- 22.8 No delay or failure to exercise any right or remedy under this Instrument shall operate as a waiver of that right or remedy.
- 22.9 No single or partial exercise of any right or remedy under this Instrument shall prevent any further or other exercise of that right or remedy, or the exercise of any other right or remedy under this Instrument.

23. GOVERNING LAW AND JURISDICTION

- 23.1 This Instrument and any dispute or claim arising out of or in connection with it or its

subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.

- 23.2 The parties to this Instrument irrevocably agree that, subject as provided below, the courts of Scotland shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Instrument or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of that other jurisdiction.
- 23.3 The Borrower irrevocably consents to any process in any proceedings being served on it in accordance with the provisions of this Instrument relating to service of notices. Nothing contained in this Instrument shall affect the right to serve process in any other manner permitted by law.

24. CONSENT TO REGISTRATION

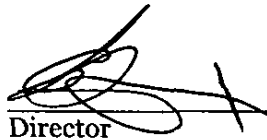
A certificate signed by any official, manager or equivalent account officer of the Lender shall, in the absence of manifest error, conclusively determine the Secured Obligations at any relevant time and shall constitute a balance and charge against the Borrower, and no suspension of a charge or of a threatened charge for payment of the balance so constituted shall pass nor any sist of execution thereon be granted except on consignment. The Borrower hereby consents to the registration of this Instrument and of any such certificate for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding 16 pages are executed as follows:

SUBSCRIBED for and on behalf of
the said **FREEAGENT CENTRAL
LIMITED**

at 24 MORNINGSIDE ROAD EDINBURGH

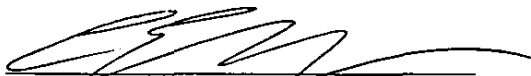
on 30 December 2013

By EDWARD MAWEX
Print Full Name


Director

before this witness

CHARLOTTE RUSE
Print Full Name


Witness

Address

3 TOTLEY HALL CROFT,
SHEFFIELD