



Registration of a Charge

Company name: **DELTA LIMITED**

Company number: **00026077**

Received for Electronic Filing: **05/04/2016**



X548QNMX

Details of Charge

Date of creation: **31/03/2016**

Charge code: **0002 6077 0006**

Persons entitled: **DELTA PENSION NOMINEES LIMITED**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ED RADBONE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 26077

Charge code: 0002 6077 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2016 and created by DELTA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th April 2016 .

Given at Companies House, Cardiff on 6th April 2016

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**

Dated 31 MARCH 2016

DELTA LIMITED (1)

AND

DELTA PENSION NOMINEES LIMITED (2)

SECURITY AGREEMENT



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THIS DEED is made on

31 MARCH

2016

BY:

- (1) **DELTA LIMITED** (registered number 00026077) whose registered office is at 42-50 Hersham Road, Walton-On-Thames, Surrey, KT12 1RZ (the "**Employer**"); and
- (2) **DELTA PENSION NOMINEES LIMITED** (registered number 09042696) whose registered office is at 42-50 Hersham Road, Walton-On-Thames, Surrey, KT12 1RZ **ACTING AS TRUSTEE OF THE DELTA PENSION PLAN** (the "**Trustee**").

IT IS AGREED that:

1 INTERPRETATION

1.1 Definitions

In this Deed the following words and expressions shall have the following meanings:

Account	the bank account (account number [REDACTED] sort code [REDACTED] and account reference Delta Limited) opened or to be opened in the name of the Employer with the Account Bank on or before the date of this Deed and/or (where the context permits) any account from time to time substituted for or additional to such account (including in each case such account as redesignated and/or renumbered from time to time).
Account Bank	HSBC Bank plc acting through its branch at 8 Canada Square, London E14 5HQ.
Actuary	the actuary to the Plan, at the date of this Deed Robert Birmingham.
Business Day	a day (other than a Saturday or a Sunday) on which banks are open for general business in London.

Charged Property	all the assets of the Employer which from time to time are the subject of the security created or expressed to be created in favour of the Trustee by or pursuant to this Deed.
Collateral Rights	all rights, powers and remedies of the Trustee provided by or pursuant to this Deed or by law.
Deposit	all sums of money in any currency deposited from time to time in or standing to the credit of the Account (including all moneys in any currency representing the renewal or replacement of or for any such deposits), all interest from time to time accrued or accruing on all such moneys, all or any moneys payable or repayable pursuant to such deposit or in respect of the Account and in each case the debts represented thereby.
Deposit Amount	the amount of £10,000,000 (<i>ten million pounds sterling</i>).
Event of Default	an event specified as such in clause 9 (<i>Default</i>).
Financial Collateral	shall have the same meaning as in the Financial Collateral Regulations.
Financial Collateral Regulations	the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I. 2003/3226).
Insolvency Event	<p>(a) an 'insolvency event' as defined in Section 121 of the Pensions Act 2004 or regulations made from time to time thereunder; or</p> <p>(b) the receipt by the Pension Protection Fund of an application or notification from the Trustee or the Pensions Regulator that an employer is unlikely to continue as a going concern, which is purported to be made in accordance with Section 129 of the Pensions Act 2004 or regulations made from time to time thereunder.</p>

Material Adverse Effect	<p>a material adverse effect on:</p> <ul style="list-style-type: none"> (a) the ability of the Employer to perform its payment obligations under this Deed; (b) the business, operations, property or assets or financial condition of the Employer and its Subsidiaries; (c) the validity or enforceability of, or the effectiveness, making or ranking of, this Deed; or (d) any right or remedy of the Trustee under this Deed.
Pension Protection Fund	the Board of the Pension Protection Fund as established under Part 2 of the Pensions Act 2004.
Plan	Delta Pension Plan (registration number 10096590).
Receiver	a receiver and manager or a receiver, in each case, appointed under this Deed.
Schedule of Contributions	the schedule of contributions between (1) the Employer, (2) the Trustee and (3) the Actuary, prepared by the Trustee of the Plan to satisfy the requirements of Section 227 of the Pensions Act 2004, in force at the date of this Deed as amended or replaced from time to time.
Secured Obligation	the obligation of the Employer to pay the amount of £10,000,000 (<i>ten million pounds sterling</i>) to the Plan on or before 31 March 2017 together with interest accrued on the Deposit Amount from the date of payment into the Account until the date of payment to the Trustee in accordance with the Schedule of Contributions (being as set out in Notes 2 and 4 of the Schedule of Contributions in force at the date of this Deed or as the same obligation is otherwise set out in any amendment or replacement of that Schedule of Contributions);

- (e) references to a provision of law are references to that provision as amended or re-enacted;
- (f) words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders; and
- (g) the words "including" shall not be construed as limiting the generality of the words preceding it.

1.3 Third Party Rights

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce or enjoy the benefit of any term of this Deed.

1.4 Effect as a Deed

This Deed is intended to take effect as a deed, notwithstanding that the Trustee may have executed it under hand only.

2 PAYMENT INTO THE ACCOUNT

- 2.1 The Employer hereby covenants to pay the Deposit Amount into the Account on or before 31 March 2016.
- 2.2 The parties to this Deed hereby agree that the agreements identified by this Deed constitute the "Escrow Account" referred to in Note 2 to the Schedule of Contributions.

3 COVENANT TO PAY

3.1 Covenant to Pay

The Employer covenants that it will pay and discharge the Secured Obligation on or before 31 March 2017.

4 GRANT OF SECURITY

4.1 Assignment

The Employer, as security for the payment, performance and discharge of all the Secured Obligation, assigns absolutely to the Trustee by way of a first legal assignment all of its present and future right, title, benefit and interest in and to the Account and the Deposit.

4.2 Release of Security

At the end of the Security Period, the Trustee shall, at the request and at the expense of the Employer, reassign to the Employer the property and assets assigned to the Trustee pursuant to Clause 4.1 (*Assignment*), subject to Clause 15.2 (*Settlements conditional*) and without recourse to, or any representation or warranty by, the Trustee or any of its nominees.

- 4.3 The Employer agrees that the Deposit shall be held or designated so as to be under the control of the Trustee (or by a person acting on its behalf) for the purposes of the Financial Collateral Regulations. To the extent that the Deposit constitutes Financial Collateral and is subject to a Security Financial Collateral Arrangement created by or pursuant to this Deed, the Trustee shall have the right at any time after this Deed becomes enforceable, to appropriate all or any part of the Deposit in or towards the payment or discharge of the Secured Obligation which is at that time due. Where the currency of the Deposit is different from the currency of the Secured Obligation, the value of the Deposit shall be determined by such method as the Trustee may select (acting reasonably). The Employer agrees that the method of valuation provided for in this Clause is commercially reasonable for the purposes of Regulation 18 of the Financial Collateral Regulations.

5 PERFECTION AND PROTECTION OF SECURITY

5.1 Notice of Assignment

The Employer shall, immediately following the execution of this Deed and immediately upon opening any replacement or substitute account into which all or any part of the Deposit is paid, give notice to the Account Bank in the form set out in Schedule 1 (*Form of Notice of Assignment*) and shall use its best endeavours to procure that the Account Bank executes and delivers to the Trustee an acknowledgement in the form set out in Schedule 1 (*Form of Acknowledgement*).

5.2 Deposit of Documents

The Employer shall promptly deposit with the Trustee, and permit the Trustee during the subsistence of this Deed to hold and retain all certificates of deposit, deposit receipts and

5.3 Negative Pledge

The Employer shall not without the prior written consent of the Trustee:

- (a) create or permit to subsist any Security over the whole or any part of the Charged Property (other than this Security);
- (b) sell, assign, transfer, licence, lease or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property; or
- (c) create or grant (or purport to create or grant) any interest in the Account or the Deposit in favour of a third party,

except as expressly permitted by the terms of this Deed.

6 FURTHER ASSURANCE

6.1 The Employer shall, at its own expense, promptly take whatever action the Trustee may require for:

- (a) creating, perfecting or protecting the Security intended to be created by this Deed; and
- (b) facilitating the realisation of the Deposit or the exercise of any right, power or discretion exercisable by the Trustee in respect of the Deposit,

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

7 REPRESENTATIONS AND WARRANTIES

The Employer represents and warrants to the Trustee by reference to the facts and circumstances then existing:

7.1 Status

- (a) It is a limited liability company, duly incorporated and validly existing under the laws of its jurisdiction of original incorporation.
- (b) It and each of its Subsidiaries (if applicable) has the power to own its assets and carry on its business as it is being conducted.

7.2 Powers and authority

- (a) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise the entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed.
- (b) No limit on its powers will be exceeded as a result of the grant of this Deed.

7.3 Non-conflict

The entry into and performance by it of, and the transactions contemplated by, this Deed do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its or any of its Subsidiaries' constitutional documents (if applicable); or
- (c) any document which is binding upon it or any of its Subsidiaries or any of its or its Subsidiaries' assets or constitute a default or termination event (howsoever described) under any such document.

7.4 No insolvency

No:

- (a) corporate action, legal proceeding or other procedure or step described in Clause 9.5 (*Insolvency proceedings*);
- (b) creditors' process described in Clause 9.6 (*Creditors' process*).

has been taken or threatened in relation to the Employer and none of the circumstances described in Clause 9.4 (*Insolvency*) applies to the Employer.

7.5 Authorisations

All authorisations required by it in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by, this Deed have been obtained or effected (as appropriate) and are in full force and effect.

7.6 Account

It is the legal and beneficial owner of the Deposit free of any Security other than the Security created by this Deed;

7.7 Adverse claims

The Chargor has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Property.

7.8 Adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever, which materially adversely affect the Charged Property.

7.9 Nature of security

This Deed creates the Security which it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Employer or otherwise.

7.10 Litigation

No litigation, arbitration or administrative proceedings are currently taking place or are threatened in relation to the Deposit, which have or, if adversely determined, are reasonably likely to have a Material Adverse Effect.

7.11 Other

The Employer must comply in all respects with all laws to which it is subject where failure to do so has or is reasonably likely to have a Material Adverse Effect.

8.5 Account Details

- (a) The Employer shall not, without the Trustee's prior written consent, permit or agree to any variation of the rights attaching to the Account or close the Account.
- (b) The Employer shall promptly:
 - (i) notify the Trustee of any change in the numbering or designation of the Account; and
 - (ii) deliver to the Trustee copies of all statements showing the balance from time to time on the Account.
- (c) The Employer must ensure that the Trustee has sole signing rights in relation to the Account.

8.6 Restrictions on Repayment and Withdrawals

Notwithstanding any term express or implied pursuant to which all or any part of the Deposit is or may be deposited in or paid to the credit of the Account, the Employer undertakes and agrees with the Trustee that it shall not be entitled to and shall not:

- (a) make any request or demand to the Account Bank for the payment or repayment of all or any part of the Deposit;
- (b) withdraw all or any part of the Deposit; and/or
- (c) close the Account,

- 8.7 except in any case with the prior written consent of the Trustee or as expressly permitted by the terms of this Deed. **Information and Notification**

During the continuance of the Security constituted by this Deed, the Employer covenants and agrees that it will:

- (a) on request provide to the Trustee such information as it may reasonably require about the Charged Property;
- (b) notify the Trustee in writing immediately after it becomes aware of any claim or notice relating to the Deposit received from any other party and of all matters relevant to such claim; and
- (c) notify the Trustee upon becoming aware that an Event of Default has occurred.

9 EVENTS OF DEFAULT

Each of the events set out in this Clause 9 is an Event of Default.

9.1 Failure to pay

Failure on the part of the Employer to pay and discharge the Secured Obligation to the Trustee when due.

9.2 Breach of this Deed

If the Employer does not comply with any of the provisions of this Deed unless the non-compliance is capable of remedy and:

- (a) in the case of a failure to pay caused by an administrative or technical error and payment is made within 3 Business Days of its due date;
- (b) in any other case, is remedied within fourteen (14) days of the earlier of the Trustee giving notice and the Employer becoming aware of the non-compliance.

9.3 Misrepresentation

A representation made or repeated by the Employer in this Deed is incorrect or misleading in a material respect when made or repeated, unless the circumstances giving rise to the misrepresentation:

- (a) are capable of remedy; and

- (b) are remedied within fourteen (14) days of the earlier of the Trustee giving notice and the Employer becoming aware of the circumstances giving rise to the misrepresentation.

9.4 Insolvency

An Insolvency Event occurs in respect of the Employer.

9.5 Insolvency proceedings

Except as provided below, any of the following occurs in respect of the Employer:

- (a) any step is taken with a view to a moratorium or a composition, assignment or similar arrangement with any of its creditors;
- (b) a meeting of its shareholders, directors or other officers is convened for the purpose of considering any resolution for, to petition for or to file documents with a court or any registrar for, its winding-up, administration or dissolution or any such resolution is passed;
- (c) any person presents a petition, or files documents with a court or any registrar, for its winding-up, administration, dissolution or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise);
- (d) any Security Interest is enforced over any of its assets;
- (e) an order for its winding-up, administration or dissolution is made;
- (f) any liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer is appointed in respect of it or any of its assets;
- (g) its shareholders, directors or other officers or the Employer itself request(s) or apply/ies to court for the appointment of, or give(s) notice of their intention to appoint, a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer; or
- (h) any other analogous step or procedure is taken in any jurisdiction.

provided that none of paragraphs (a) to (h) above applies to a petition for winding-up presented by a creditor which is being contested in good faith and with due diligence and is discharged or struck out prior to being advertised and in any event within fourteen (14) days.

9.6 Creditors' process

Any attachment, sequestration, distress, execution or analogous event which affects any assets of the Employer, and is not discharged within fourteen (14) days.

9.7 Cessation of business

The Employer ceases, or threatens to cease, to carry on business.

9.8 Effectiveness of this Deed

- (a) It is or becomes unlawful for the Employer to perform any of its obligations under this Deed.
- (b) This Deed is not effective in accordance with its terms or is alleged by the Employer to be ineffective in accordance with its terms for any reason.
- (c) The Employer repudiates this Deed or evidences an intention to repudiate this Deed.

9.9 Material adverse change

Any event or series of events occurs which, in the opinion of the Trustee, has or is reasonably likely to have a Material Adverse Effect.

10 ENFORCEMENT OF SECURITY

10.1 Enforcement

The Security created under this Deed shall become immediately enforceable if an Event of Default occurs whilst it is continuing.

10.2 Rights upon enforcement

At any time after the Security created under this Deed becomes enforceable, the Trustee shall be entitled to exercise, without prior notice to the Employer and without prejudice to its other rights under this Deed or by virtue of general law, at any time or times and in such manner as it shall think fit, all or any of the rights, powers and remedies held by it as assignee of the Charged Property. In particular, but without limitation, it may:

- (a) demand and receive or recover by legal process all or any part of the Deposit and on payment give an effectual discharge for them;
- (b) exercise all such other rights, powers and remedies as the Employer is then entitled to exercise in relation to the Charged Property (or might, but for the terms of this Deed, exercise) to the exclusion of the Employer (and the Employer shall exercise all such rights, powers and remedies in accordance with the instructions of the Trustee); and
- (c) do all such acts, deeds and things as the Trustee may consider necessary or proper in relation to any of the rights, powers and remedies referred to above.

10.3 Timed Deposits

The rights and powers of the Trustee contained in Clause 10.2 (*Rights upon Enforcement*) shall apply notwithstanding that:

- (a) all or any part of the Deposit may have been or may be deposited for a fixed or minimum period or be subject to a period of notice;
- (b) any interest on the Deposit is calculated by reference to a fixed or minimum period; and/or
- (c) any such fixed or minimum period or period of notice may or may not have expired or been given.

The Employer authorises the Trustee at any time after the security constituted by this Deed has become enforceable and the Trustee is enforcing the Security to break or determine the Deposit in whole or in part and/or to renew all or any of the Deposit for such fixed periods as the Trustee may (in its absolute discretion) from time to time think fit.

10.4 No liability for loss

The Trustee shall not be liable for any loss suffered by the Employer as a result of the exercise of the rights of the Trustee under Clause 10.3 (*Timed Deposits*).

10.5 Powers of the Trustee

- (a) The rights and powers of the Trustee contained in this Deed shall be in addition to and not to the prejudice of all or any of the powers, authorities and discretions conferred on mortgagees by the Law of Property Act 1925 (as varied or extended by this Deed) or otherwise conferred by law on mortgagees. All powers implied by the Law of Property Act 1925 shall arise (and the Secured Obligation shall be deemed to have become due and payable for that purpose) on the date of this Deed and shall be immediately exercisable by the Trustee at any time after the security constituted by this Deed has become enforceable.
- (b) Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Deed.

11 RECEIVER

11.1 Appointment of Receiver

- (a) Except as provided below, the Trustee may appoint any one or more persons to be a Receiver of all or any part of the Charged Property if:
 - (i) this Security has become enforceable; or
 - (ii) the Employer so requests the Trustee in writing 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 Law of Property Act 1925) does not apply to this Deed.
- (d) The Trustee 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.

11.2 Removal

The Trustee may by writing (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by them and may, whenever they think fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

11.3 Remuneration

The Trustee may fix the remuneration of any Receiver appointed by them from time to time, the maximum rate specified in Section 109(6) of the Law of Property Act 1925 will not apply and the remuneration of the Receiver shall be a debt secured by this Deed which shall be due and payable immediately upon its being paid by the Trustee.

11.4 Agent of the Employer

(a) A Receiver will be deemed to be the agent of the Employer for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Law of Property Act 1925. The Employer alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.

(b) The Trustee will not incur any liability (either to the Employer or to any other person) by reason of the appointment of a Receiver or for any other reason.

11.5 Relationship with Trustee

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 Trustee in relation to any Charged Property without first appointing a Receiver and notwithstanding the appointment of a Receiver.

12 POWERS OF RECEIVER

12.1 General

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

discretions conferred on a receiver (or a receiver and manager) under the Law of Property Act 1925 and the Insolvency Act, 1986.

- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

12.2 Possession

A Receiver may take immediate possession of, get in and collect any Charged Property.

12.3 Carry on business

A Receiver may carry on any business of the Employer in any manner he thinks fit.

12.4 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 thinks fit.
- (b) A Receiver may discharge any person appointed by the Employer.

12.5 Borrow money

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

12.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Charged Property by public auction or private contract and generally in any manner and on any terms which he thinks fit.
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration

may be payable in a lump sum or by instalments spread over any period which he thinks fit.

12.7 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 the Employer or relating in any way to any Charged Property.

12.8 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Charged Property which he thinks fit.

12.9 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 Charged Property.

12.10 Subsidiaries

A Receiver may form a Subsidiary of the Employer and transfer to that Subsidiary any Charged Property.

12.11 Delegation

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

12.12 Lending

A Receiver may lend money or advance credit to any customer of the Employer.

12.13 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which the Employer might do in the ordinary conduct of its business to protect or improve any Charged Property;

- (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 thinks fit.

12.14 Financial collateral

To the extent that the Charged Property constitute "financial collateral" and this Deed and the obligations of the Employer 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 (SI 2003 No. 3226)) each Receiver and the Trustee shall 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 Obligation.

12.15 Other powers

A Receiver may:

- (a) do all other acts and things which he may consider desirable or necessary for realising any Charged Property 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 Charged Property all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Charged Property; and
- (c) use the name of the Employer for any of the above purposes.

13 APPLICATION OF MONEYS

13.1 Order of Application

All moneys received or recovered by the Trustee or Receiver pursuant to this Deed shall (subject to the rights and claims of any person having security ranking in priority to the security constituted by this Deed) be applied in the following order:

- (a) first, in satisfaction of, or provision for, all costs, charges and expenses incurred by the Trustee or any Receiver;
- (b) second, in or towards payment of any debts or claims which are required by law to be paid in preference to the Secured Obligation, but only to the extent to which such debts or claims have such preference;
- (c) third, in or towards satisfaction of the Secured Obligation; and
- (d) fourth, any surplus shall be paid to the Employer or any other person entitled thereto.

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

13.3 **Suspense Account**

During the Security Period, the Trustee may place and keep for such time as it thinks prudent any moneys received, recovered or realised under or by virtue of this Deed in a separate or suspense account to the credit of either the Employer or of the Trustee without any obligation to apply all or any part of such moneys in or towards the discharge of the Secured Obligation. Amounts standing to the credit of such suspense account shall bear interest at a fair market rate.

14 **POWER OF ATTORNEY**

14.1 **Appointment**

The Employer, by way of security and to more fully secure the performance of its obligations under this Deed, irrevocably appoints the Trustee and each person to whom the Trustee shall from time to time have delegated the exercise of the power of attorney conferred by this Clause jointly and severally to be its attorney and in its name and on its behalf to execute, deliver and perfect all documents and to do all things necessary for:

- (a) carrying out any obligation imposed on the Employer by this Deed that the Employer has failed to perform (including the execution and delivery of any deeds, charges,

assignments or other security and any transfers of the Deposit); and

- (b) enabling the Trustee to exercise any of the powers conferred on it by or pursuant to this Deed or by law.

14.2 Ratification

The Employer ratifies and confirms and agrees to ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers under its appointment in Clause 14.1 (*Appointment*).

15 EFFECTIVENESS OF SECURITY

15.1 Continuing Security

The security created by or pursuant to this Deed will be a continuing security for the Secured Obligation notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligation or other matter or thing whatsoever and will be without prejudice and in addition to and shall not merge with any other right, remedy or security which the Trustee may hold at any time for the Secured Obligation and will not be affected by any release, reassignment or discharge of such other right, remedy or security.

15.2 Settlements conditional

Any release, discharge or settlement between the Employer and the Trustee shall be conditional upon no security, disposition or payment to the Trustee by the Employer or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy or insolvency or for any other reason whatsoever, and if such condition shall not be fulfilled the Trustee shall be entitled to enforce this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

16 NEW ACCOUNTS

16.1 New Accounts

If the Trustee at any time receives or is deemed to have received notice of any subsequent Security affecting all or any part of the Deposit it may open a new account or accounts with the Employer. If the Trustee does not open a new account or accounts it shall nevertheless be

17 EXPENSES AND INDEMNITY

(a) all costs and expenses (including legal fees) together with any VAT or similar taxes thereon reasonably incurred by it in connection with the preparation, execution, perfection, amendment, discharge and/or assignment of this Deed; and

(b) all costs and expenses (including legal fees) together with any VAT or similar taxes thereon reasonably incurred by it in connection with the enforcement of this Deed.

- (a) the occurrence of any Event of Default in relation to the Employer; and/or
- (b) investigating any event which it reasonably believes is an Event of Default in relation to the Employer; and/or
- (c) any default by the Employer in the performance of any of the obligations expressed to be assumed by it in this Deed.

18.2 Assignment and disclosure of information

18.3 Perpetuity Period

18.4 Remedies and Waivers

18.5 No Liability

18.6 Partial Invalidity

1. 6. 6. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 8

created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

18.7 Certificates

A certificate of the Trustee specifying any amount due from the Employer shall, in the absence of manifest error, be prima facie evidence of such amount.

19 NOTICES

19.1 In writing

- (a) Any communication in connection with this Deed must be in writing and, unless otherwise stated, may be given in person, by post or fax.
- (b) Unless it is agreed to the contrary, any consent or agreement required under this Deed must be given in writing.

19.2 Contact details

- (a) The contact details of the Employer for this purpose are:

Address: Delta Limited, 42-50 Hersham Road, Walton-On-Thames, Surrey,
KT12 1RZ
Attention: Mark Charles Jaksich

- (b) The contact details of the Trustee are:

Address: Delta Pension Nominees Limited, c/o JLT Benefit Solutions Limited,
The St Botolph Building, 138 Houndsditch, London, EC3A 7AW
Fax number: +44 (0) 207 528 4500
Attention: The Secretary

19.3 Effectiveness

- (a) Except as provided below, any communication in connection with this Deed will be deemed to be given as follows:
 - (i) if delivered in person, at the time of delivery;

(ii) if posted, five days after being deposited in the post, postage prepaid, in a correctly addressed envelope; and

(iii) if by fax, when received in legible form.

(b) A communication given under Paragraph (a) above but not received on a Business Day or after 5 p.m. on a Business Day will only be deemed to be given on the next Business Day.

20 COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

21 GOVERNING LAW & JURISDICTION

This Deed is governed by and shall be construed in accordance with English law. This deed is governed by English law. The courts of England have exclusive jurisdiction to hear and decide any proceedings or disputes arising out of or in connection with this deed including contractual and non-contractual rights, and for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.

IN WITNESS whereof this deed has been executed by or on behalf of the parties and delivered the day and year first above written.

SCHEDULE 1

Form of Notice of Assignment to Account Bank

To: HSBC Bank Plc

[Address]

Date: 11

Dear Sirs

We give notice that by a security agreement dated [], we have assigned absolutely (on and subject to the terms and conditions of that security agreement) to the Trustee by way of first legal assignment all our present and future right, title and interest in and to the following account:

| | |
|----------------|---------------|
| Sort Code | [REDACTED] |
| Account Number | [REDACTED] |
| Account Name | HSBC Bank plc |

(the "**Account**") and all sums in any currency from time to time deposited in or standing to the credit of the Account (including all moneys in any currency representing the renewal or replacement of or for any such deposits), all interest from time to time accrued or accruing on all such moneys, all or any moneys payable or repayable pursuant to such deposits or in respect of the Account and in each case the debts represented thereby (the "**Deposit**").

Accordingly, we hereby irrevocably instruct and authorise you:

- 1 to credit to the Account all interest from time to time earned on the sums of money held in the Account;
- 2 to disclose to the Trustee such information relating to the Account and the sums in the Account and the Deposit as the Trustee may, at any time and from time to time, request;
- 3 to hold the Deposit to the order of the Trustee;
- 4 to pay or release all or any part of the Deposit in accordance with the written instructions of the Trustee at any time and from time to time; and

[On Copy Only:]

Form of Acknowledgement from Account Bank

To: Trustee

cc: Delta Limited
42-50 Hersham Road
Walton-On-Thames
Surrey
KT12 1RZ

Date: []

Dear Sirs

We acknowledge receipt of a notice (the "**Notice**") in the terms set out above and confirm that for so long as the instructions in the Notice are not revoked by operation of law or otherwise with the prior written consent of the Trustee;

- 1 we have not previously received notice of any previous assignments of, charges over or trusts
in respect of the Account or the Deposit;
- 2 we have noted the restrictions imposed upon the Delta Limited and the authority of the Trustee
in respect of the Account and will not act in such a way as to breach those restrictions or to
ignore the authority of the Trustee;
- 3 we will act in accordance with the terms of the Notice and in particular will not permit Delta
Limited to make any withdrawal of the Deposit without the prior written consent of the Trustee;
and

we waive all rights of set-off, combination, consolidation or counterclaim which we may have at any time in respect of the Account or the Deposit and shall not claim any security interest in respect of the Account or the Deposit.

You agree and acknowledge that:

- (i) we may rely on any notice, instruction, direction, communication or other document or information believed by us to be genuine and correct which have been signed or communicated by the person by who it purports to be signed and communicated and we shall not be liable for the consequences such as we have no obligation whatsoever to verify the facts or matters stated therein as true and correct, including whether the terms of any agreement between the Employer and yourself has been complied with or the making of any enquiry as to whether a security interest has become enforceable;
- (ii) we shall not be obliged to comply with any instructions received if due to circumstances which are not within our direct control, we are unable to comply with such instructions or to comply with those instructions should breach a Court Order or be contrary to applicable law or regulation; and
- (iii) nothing will deem HSBC to be a trustee or other fiduciary with respect to the Account and the relationship of HSBC to the Trustee shall be that of banker and accountholder only.

Yours faithfully

3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32

for and on behalf of
HSBC Bank plc

EXECUTION

The Employer

EXECUTED as a DEED by

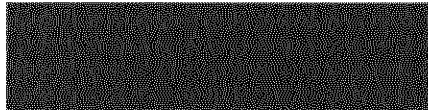
DELTA LIMITED

acting by one of its directors in the presence of a witness:

Director

Signature

Name



Gary Lebens

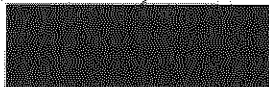
Witness

Signature

Name

Address

Occupation



Kari Potts



Corporate Attorney

The Trustee

EXECUTED as a DEED by

DELTA PENSION NOMINEES LIMITED

acting by one of its directors in the presence of a witness:

Director

Signature

Name



Witness

Signature

Name

Address

Occupation

