



Registration of a Charge

Company Name: **HALL & WOODHOUSE LIMITED**

Company Number: **00057696**



Received for filing in Electronic Format on the: **23/12/2021**

XAJY9MBS

Details of Charge

Date of creation: **21/12/2021**

Charge code: **0005 7696 0028**

Persons entitled: **BARCLAYS BANK PLC**

Brief description: **THE ALBION INN, HIGH STREET, WIMBORNE, BH21 1HR (TITLE NUMBER DT369588). THE ANGEL, 188 RINGWOOD ROAD, FERNDOWN, BH22 9AP (TITLE NUMBER DT248170). FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by:

OSBORNE CLARKE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 57696

Charge code: 0005 7696 0028

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2021 and created by HALL & WOODHOUSE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2021 .

Given at Companies House, Cardiff on 30th December 2021

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



Companies House



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



Execution version

Debenture

- (1) Hall & Woodhouse Limited
- (2) Barclays Bank PLC as Security Agent

Dated 21 December 2021

We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated this 23 December 2021

Signed *Osborne Clarke LLP*

Osborne Clarke LLP
One London Wall
London
EC2Y 5EB

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This Agreement is made on

21 December

2021

Between

- (1) **Hall & Woodhouse Limited**, a private limited liability company incorporated in England and Wales with registered company number 00057696 (the "**Original Chargor**"); and
- (2) **Barclays Bank PLC** as agent and trustee for the Secured Parties as (the "**Security Agent**").

This Deed witnesses as follows:

1. **Definitions and interpretation**

1.1 **Definitions**

Unless otherwise defined in this Deed, terms defined in the Facilities Agreement shall have the same meanings when used in this Deed and the following definitions shall apply:

"2002 Act" means the Land Registration Act 2002.

"Accession Deed" means a document substantially in the form set out in Schedule 3 (*Form of Accession Deed*) or such other form as the Security Agent may require (acting reasonably).

"Administrator" means a person appointed under Schedule B1 to the Insolvency Act 1986 to manage a Chargor's affairs, business and property.

"Assets" mean the whole of the property or undertaking (including uncalled share capital) which is or may from time to time be comprised in the property and undertaking of each of the Chargors.

"Assigned Contract" means each contract specified in Part 4 (*Assigned Contracts*) of Schedule 1 (*Security Assets*), and (with effect from the date of the relevant Accession Deed or Supplemental Debenture) each contract specified as an Assigned Contract in an Accession Deed or a Supplemental Debenture (if any).

"Blocked Accounts" means:

- (a) any Book Debts Account;
- (b) with effect from the date of an Accession Deed or a Supplemental Debenture, any accounts specified as a Blocked Account in that Accession Deed or Supplemental Debenture (as the case may be); and
- (c) all monies standing to the credit of any account referred to in paragraph (a) or (b) above and all Related Rights in respect of such account or the monies standing to the credit thereof.

"Book Debts Account" means such separate and denominated account or accounts with the Security Agent or such Secured Party as may be specified in writing by the Security Agent for the purpose of receiving payment of the proceeds of realisation and collection of Debts.

"Charged Agreement" means any present or future agreement to which a Chargor is a party (or any present or future agreement in which a Chargor has a right, title or interest) which does not prohibit, either absolutely or conditionally (including requiring the consent of any third party), that Chargor from assigning its rights under, or creating a charge over its interest in, that agreement.

"Chargors" means the Original Chargor and any person that executes and delivers an Accession Deed in favour of the Security Agent after the date of this Deed.

"Debts" means:

- (a) all monies or liabilities due, owing or incurred by a person to a Chargor at present or in the future, in any manner, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety; and
- (b) any Related Rights in respect thereof.

"Default Rate" means the default rate of interest set out in clause 11.4 (*Default interest*) of the Facilities Agreement.

"Derivative Asset" means all allotments, rights, benefits and advantages (including all voting rights) at any time accruing, offered or arising in respect of or incidental to any asset and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of an asset.

"Exchange Rate" means the prevailing spot rate of exchange of the Security Agent (as conclusively determined by the Security Agent) at or around 11 a.m. on the date on which any conversion of currency is to be effected pursuant to this Deed.

"Facilities Agreement" means an agreement dated on or around the date of this Deed and made between, amongst others, the Original Chargor and the Security Trustee as amended, novated, supplemented, extended or restated from time to time.

"Finance Documents" means the Finance Documents and Hedging Agreements, in each case as defined in the Facilities Agreement and in each case as amended, novated, supplemented, extended or restated from time to time.

"Floating Charge Asset" means an asset charged under sub-clause 3.3 (*Floating charge*) of this Deed or sub-clause 4.1(d) (*Security*) of an Accession Deed.

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by a Chargor for the purpose of hedging liabilities and/or risks from time to time.

"Insurance Proceeds" means all monies from time to time payable to a Chargor under or pursuant to the Insurances, including the refund of any premium.

"Insurances" means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Chargor or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors' and officers' insurance.

"Intellectual Property Rights" means:

- (a) all of the assets (if any) specified in Part 2 (*Intellectual Property Rights*) of Schedule 1 (*Security Assets*);
- (b) all of the assets (if any) described in Part 2 (*Intellectual Property Rights*) of the schedule to an Accession Deed (if any);
- (c) any patents, trademarks, service marks, designs, business names, copyrights, database rights, computer software, design rights, domain names, moral rights, inventions, confidential information, trade secrets, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered;
- (d) the benefit of all applications and rights to use those assets described in paragraphs (a) to (c) (inclusive) of each Chargor (which may now or in the future subsist); and

- (e) any Related Rights arising in relation to any of the assets described in paragraphs (a) to (d) (inclusive).

"Investment" means any present or future stock, share, debenture, loan stock, interest in any investment fund and any other present or future security (whether or not marketable) whether owned directly or by or to the order of a Chargor or by any trustee, fiduciary or clearance system on its behalf, including any Derivative Asset and any Related Rights in respect of any of the foregoing.

"LPA" means the Law of Property Act 1925.

"Nominees" mean any of the Security Agent, any other Secured Party, its agents, nominees and any other person holding the Investments, the Shares and the Derivative Assets on behalf of the Security Agent from time to time.

"Obligor" means each Chargor and each other Obligor as defined in the Facilities Agreement.

"Other Accounts" means all a Chargor's present and future accounts (other than a Blocked Account) with any bank or other person, all monies standing to the credit of each such account and all Related Rights in respect of any such account.

"Party" means a party to this Deed.

"Plant and Machinery" means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other similar assets (other than any assets that are deemed by law to be immoveable property), wherever they are situated, which are now, or at any time after the date of this Deed become, the property of a Chargor.

"Property" means:

- (a) the Secured Properties;
- (b) all present and future freehold and leasehold property or immovable property of a Chargor situated in England and Wales (other than the property referred to in paragraph (a));
- (c) any buildings, fixtures, fittings, plant and machinery from time to time on or forming part of the property referred to in paragraphs (a) and (b); and
- (d) any Related Rights arising in relation to any of the assets described in paragraphs (a) to (c) (inclusive),

and **"Properties"** shall be construed accordingly.

"Receiver" means a receiver or receiver and manager of the whole or any part of the Security Assets.

"Related Rights" means, where used in relation to an asset, the following:

- (a) the proceeds of sale and/or other realisation of that asset (or any part thereof or interest therein);
- (b) all Security, Authorisations, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such asset; and
- (c) all rights under any lease, licence or agreement for lease, sale or use in respect of such asset.

"Secured Liabilities" means all present and future liabilities and obligations at any time due, owing or incurred by each Chargor to any Secured Party under any Finance Document, both

actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

"Secured Properties" means:

- (a) all of the freehold and/or leasehold property of a Chargor described in Part 1 (*The Property*) of Schedule 1 (*Security Assets*), the schedule to each Supplemental Debenture and Part 1 (*The Property*) of the schedule to each Accession Deed (if any);
- (b) any freehold and/or leasehold property of a Chargor that becomes a Secured Property under and as defined in the Facilities Agreement from time to time;
- (c) any buildings, fixtures, fittings, plant and machinery from time to time on or forming part of the property referred to in paragraphs (a) and (b); and
- (d) any Related Rights arising in relation to any of the assets described in paragraphs (a) to (c) (inclusive),

"Security Assets" means:

- (a) the assets mortgaged, charged or assigned by way of security to the Security Agent by this Deed, any Accession Deed or any Supplemental Debenture; and
- (b) any assets held on trust by a Chargor for the Security Agent.

"Security Period" means the period from the date of this Deed until the date on which the Security Agent has determined (acting reasonably) that all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full and that no commitment is outstanding.

"Shares" means:

- (a) the shares described in Part 3 (*Shares*) of Schedule 1 (*Security Assets*) and Part 3 (*Shares*) of the schedule to each Accession Deed (if any);
- (b) all Derivative Assets in relation to the shares referred to in paragraph (a); and
- (c) all Related Rights in respect of paragraphs (a) to (b) (inclusive).

"Supplemental Debenture" means a supplemental debenture to this Deed in such form as the Security Agent may require.

1.2 **Construction**

- (a) Unless a contrary intention appears, sub-clause 1.2 (*Construction*) and sub-clause 1.4 (*Third party rights*) of the Facilities Agreement apply to this Deed, and shall be deemed to be incorporated into this Deed, mutatis mutandis, as though set out in full in this Deed, with any reference to **"this Agreement"** being deemed to be a reference to **"this Deed"**, subject to any other necessary changes.
- (b) Any references to the Security Agent or any Receiver shall include its Delegate.
- (c) Unless a contrary indication appears, references to clauses and schedules are to clauses and schedules to this Deed and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear.

1.3 **Law of Property (Miscellaneous Provisions) Act 1989**

To the extent necessary for any agreement for the disposition of the Security Assets in this Deed to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Deed are incorporated into this Deed.

1.4 ***Implied Covenants for Title***

The obligations of each Chargor under this Deed shall be in addition to the covenants for title deemed to be included in this Deed by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.5 ***Effect as a Deed***

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

1.6 ***Trusts***

- (a) The Security Agent holds the benefit of this Deed on trust for the Secured Parties in accordance with the terms of clause 17 of the Intercreditor Agreement.
- (b) All monies received by the Security Agent or any Receiver appointed by it under or pursuant to this Deed shall be held by it or such Receiver upon trust for itself and the Secured Parties according to their respective interests to apply them in accordance with the provisions of the Intercreditor Agreement.
- (c) The perpetuity period for any trusts created by this Deed is 125 years.

1.7 ***Finance Document***

This Deed is a Finance Document.

2. **Covenant to pay**

Each Chargor as primary obligor covenants with the Security Agent (as trustee for the Secured Parties) that it will on demand pay to the Security Agent the Secured Liabilities when the same fall due for payment.

3. **Security Assets**

3.1 ***Fixed charges***

Each Chargor, as security for the payment of the Secured Liabilities, charges in favour of the Security Agent, with full title guarantee, the following assets, from time to time owned by it or in which it has an interest:

- (a) by way of first legal mortgage, each Secured Property; and
- (b) by way of first fixed charge:
 - (i) subject to clause 3.4, all Property not effectively mortgaged under sub-clause 3.1(a) (including for the avoidance of doubt and without limitation, any Secured Property not effectively mortgaged under sub-clause 3.1(a));
 - (ii) all fixed and permanent Plant and Machinery;
 - (iii) all Plant and Machinery not effectively charged under sub-clause 3.1(b)(ii);
 - (iv) all Shares;

- (v) all Debts;
- (vi) all Blocked Accounts;
- (vii) all Other Accounts;
- (viii) all Investments;
- (ix) all Intellectual Property Rights;
- (x) any VAT which it is entitled to recover and any other tax refund, rebate or repayment and any sums so received;
- (xi) any Charged Agreement;
- (xii) its goodwill and uncalled capital; and
- (xiii) if not effectively assigned by way of security pursuant to sub-clause 3.2 (*Security assignment*), all its rights and interests in (and claims under) the assets described in sub-clause 3.2 (*Security assignment*).

3.2 ***Security assignment***

As security for the payment of the Secured Liabilities, each Chargor assigns, by way of security, with full title guarantee to the Security Agent all its rights, title and interest in:

- (a) the Insurances and the Insurance Proceeds;
- (b) each Assigned Contract;
- (c) any Hedging Agreement; and
- (d) all Related Rights in respect of each of the above.

3.3 ***Floating charge***

- (a) As further security for the payment of the Secured Liabilities, each Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge its undertaking and all its present and future assets other than those assets which are effectively charged by way of first fixed charge or legal mortgage under sub-clause 3.1 (*Fixed charges*) or which are effectively assigned by way of security under sub-clause 3.2 (*Security assignment*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Deed.

3.4 ***Exception***

The charges and assignments set out in clauses 3.1 to 3.2 (*inclusive*) are not intended to cover any Assets which are already charged to the Pension Schemes as at the date of this Deed.

3.5 ***Conversion of floating charge by notice***

If:

- (a) an Event of Default has occurred and is continuing; or

- (b) the Security Agent is of the view (acting reasonably) that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized, sold or otherwise in jeopardy,

the Security Agent may, by notice to a Chargor, convert the floating charge created under this Deed into a fixed charge as regards those assets which it specifies in that notice. The relevant Chargor shall promptly following a request by the Security Agent execute a fixed charge or legal or equitable assignment over those assets in such form as the Security Agent may require.

3.6 ***Automatic conversion of floating charge***

If, without the prior written consent of the Security Agent:

- (a) a Chargor creates any Security (other than Permitted Security) over all or any of the Security Assets or attempts to do so;
- (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any of the Security Assets;
- (c) a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of a Chargor;
- (d) any steps are taken for the appointment of, or notice is given of intention to appoint, or a petition is filed or application is made, or a competent court makes an order for the appointment of an administrator, in relation to a Chargor; or
- (e) the Security Agent reasonably considers the Security Assets to be in jeopardy in any respect,

then the floating charge created by this Deed over the Floating Charge Assets of that Chargor will automatically, without notice, be converted into a fixed charge as soon as such event occurs.

3.7 ***Part A1 moratorium***

- (a) Subject to paragraph 3.7(b) below, the obtaining of a moratorium under Part A1 of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing any floating charge created by this Deed to crystallise or causing restrictions which would not otherwise apply to be imposed on the disposal of any asset by a Chargor or a ground for the appointment of a Receiver.
- (b) Paragraph 3.7(a) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

4. **Nature of Security**

4.1 ***Continuing security***

- (a) The Security created by this Deed is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or any other matter or thing.
- (b) Each Chargor waives any right it may have of first requiring the Security Agent to proceed against or enforce any other rights or Security or claim payment from any person before claiming from an Obligor under a Finance Document. This waiver applies irrespective of any law or any provision of the Finance Document to the contrary.
- (c) Until the Security Period has ended, the Security Agent may refrain from applying or enforcing any other monies, Security or rights held or received by the Security Agent in respect of those amounts, or apply and enforce the same in such manner and order as

it sees fit (whether against those amounts or otherwise) and a Chargor shall not be entitled to the benefit of the same.

- (d) Without prejudice to the generality of sub-clause 4.1(a) above, each Chargor expressly confirms that it intends that the Security constituted by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Secured Liabilities as a result of the amendment and/or restatement of the Facilities Agreement and/or any of the other Finance Documents and/or any additional facility or amount which is made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

4.2 Non-merger of Security

The Security created by this Deed is to be in addition to and shall neither be merged with nor in any way exclude or prejudice or be affected by any other Security or other right which the Security Agent may now or after the date of this Deed hold for any of the Secured Liabilities, and this Deed may be enforced against any Chargor without first having recourse to any other rights of the Security Agent.

5. Further assurances and protection of priority

5.1 General

- (a) Each Chargor shall, at its own expense, promptly do all such acts or execute all such documents (including Supplemental Debentures, assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):
 - (i) to perfect or protect the Security created or intended to be created under, or evidenced by, this Deed (which may include the execution of a Supplemental Debenture, mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this Deed) or for the exercise of any rights, powers and remedies of the Secured Parties provided by or pursuant to this Deed or by law;
 - (ii) to secure the payment or discharge of the Secured Liabilities or to vest the whole or such part of the Security Assets in the Security Agent, its nominee, a Receiver, or in any purchaser from the Security Agent or a Receiver;
 - (iii) to confer on the Security Agent or confer on the Secured Parties, Security over any assets of a Chargor, located in any jurisdiction, equivalent or similar to the Security intended to be conferred by or pursuant to this Deed and, pending the conferring of such Security, hold such assets upon trust (or in any manner required by the Security Agent) for the Secured Parties; and/or
 - (iv) to facilitate the realisation or enforcement of the assets which are, or are intended to be, the subject of the Security created, or intended to be created, by this Deed.
- (b) Each Chargor shall take all such action (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Secured Parties by or pursuant to this Deed.

- (c) Without prejudice to clause 5.1(d) or any other provision of the Finance Documents to the contrary, nothing in clauses 5.1(a) or 5.1(b) shall entitle the Security Agent to require any Chargor to grant a legal mortgage in respect of any Property which is not a Secured Property without the prior written consent of the Original Chargor.
- (d) Where:
 - (i) an Event of Default is continuing; or
 - (ii) the Security Agent is of the view (acting reasonably) that any legal process or execution is being enforced against any such Property or that any Property is in danger of being seized, sold or otherwise in jeopardy,

the Security Agent may, by notice to a Chargor, require such Chargor to execute a legal mortgage over such Property.

5.2 **HM Land Registry**

- (a) In relation to each Property from time to time, each Chargor irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that Property (including any unregistered properties subject to compulsory first registration at the date of this Deed) on the prescribed Land Registry form and in the following or substantially similar terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the debenture dated • in favour of • referred to in the charges register."

- (b) The Finance Parties must perform their obligations under the Facilities Agreement (including any obligation to make available further advances). In relation to each Property, the Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that Property (including any unregistered properties subject to compulsory first registration at the date of this Deed) of the obligation to make further advances.

5.3 **Register of Intellectual Property Rights**

Each Chargor shall, if requested by the Security Agent, execute all such documents and do all such acts as the Security Agent may reasonably require to record the interests of the Security Agent in any registers relating to registered Intellectual Property Rights.

5.4 **Notices**

Each Chargor shall, forthwith upon receiving a written request to that effect from the Security Agent, on the date of this Deed and at the Chargor's expense, give notice of:

- (a) the charge over its Blocked Accounts and Other Accounts (other than accounts maintained with the Security Agent) under this Deed to the person at which such accounts are maintained in the form set out in Part 1 (*Form of notice in relation to a Blocked Account or Other Account*) of Schedule 2 (*Form of notices*) (with such amendments as the Security Agent may agree);
- (b) the assignment of the Insurances under this Deed to its insurers in the form set out in Part 2 (*Form of notice to insurers*) of Schedule 2 (*Form of notices*) (with such amendments as the Security Agent may agree);
- (c) the assignment of any Hedging Agreement and any other Assigned Contract under this Deed to each counterparty in the form set out in Part 3 (*Form of notice in relation to Contracts*) of Schedule 2 (*Form of notices*) (with such amendments as the Security Agent may agree),

and, in each case, shall use its reasonable endeavours to procure that each person on whom a notice is served, executes and delivers to the Security Agent an acknowledgement of that notice in the relevant form scheduled to this Deed or in such other form as the Security Agent may require.

- 5.5 Each Chargor shall, at the request of the Security Agent and at such Chargor's expense, promptly deliver any notices to any third party having rights or liabilities in or to all or any of the Security Assets as the Security Agent reasonably requires, notifying thereby the charge constituted by or pursuant to this Debenture, and shall use its reasonable endeavours to procure that each such person executes and delivers to the Security Agent an acknowledgement of such notice in form and substance satisfactory to the Security Agent (acting reasonably).

6. **Representations and warranties**

Each Chargor makes the representations and warranties listed below in favour of each of the Secured Parties.

6.1 **Security Assets**

- (a) Its rights in respect of the Security Assets are free from any Security of any kind other than Permitted Security.
- (b) It has the power to own and grant security as contemplated in this Debenture over the Security Assets.
- (c) Except as contemplated by this Debenture, the execution of this Debenture by it and its exercise of the rights and performance of its obligations under this Debenture will not result in the existence of or oblige any Obligor to create any Security over all or any of its present or future revenues or Security Assets.
- (d) Save in respect of any Security Assets legally assigned to the Security Agent pursuant to this Deed, it has good, valid and marketable title to, or valid leases or licences of, and all necessary Authorisations to use, the Security Assets.
- (e) Schedule 2 (*Security Assets*) identifies:
 - (i) all the Secured Properties; and
 - (ii) a non-exhaustive list of registered patents, designs and trade marks, beneficially owned by each Chargor at the date of this Deed.

6.2 **Investments and Shares**

- (a) All Investments and the Shares are fully paid and none are subject to any option to purchase or similar rights.
- (b) It has not appointed any nominee to exercise or enjoy all or any of its rights in relation to the Investments or the Shares.
- (c) The constitutional documents of any company whose shares are the subject of the Security created by this Deed do not and could not restrict or prohibit any transfer of those shares on creation or on enforcement of that Security.

6.3 **Repetition**

The representations in this sub-clause are deemed to be made by each Chargor by reference to the facts and circumstances then existing on the date of this Deed and each day of the Security Period.

7. Undertakings

7.1 *Duration of undertakings*

Each Chargor undertakes to the Security Agent in the terms of this clause for the duration of the Security Period.

7.2 *General undertakings*

(a) *Negative pledge and disposal restrictions*

- (i) Except as permitted by the Facilities Agreement or with the prior written consent of the Security Agent, it will not:
 - (A) create or agree to create or permit to subsist or arise any Security over all or any part of the Security Assets; or
 - (B) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Security Assets (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or agree or attempt to do the same,
- (ii) Except as permitted by the Facilities Agreement or with the prior written consent of the Security Agent, it will not:
 - (A) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by a Chargor or any other subsidiary or group company;
 - (B) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - (C) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; nor
 - (D) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset except as permitted by the Facilities Agreement or with the prior written consent of the Security Agent.

(b) *Deposit of documents or title deeds*

It will deposit with the Security Agent:

- (i) to the extent that the relevant documents have not been deposited with a clearance system, settlement system or custodian acceptable to the Security Agent, all deeds, stock and share certificates or other documents of title (or documents evidencing title or the right to title) and agreements relating to a Security Asset (including, without limitation, all deeds and documents of title relating to the Property);
- (ii) any stock transfer forms or other instruments of transfer duly completed to the Security Agent's satisfaction;
- (iii) to the extent requested by the Security Agent from time to time:
 - (A) certified copies of all the Assigned Contracts;

- (B) certified copies of all Hedging Agreements;
- (C) all deeds and documents of title (if any) relating to the Debts;
- (D) certified copies of all registration documents relating to all registrable Intellectual Property, and details of all Intellectual Property, of each Chargor;
- (E) details of all Plant and Machinery; and
- (F) details of all bank accounts;
- (iv) any other document which the Security Agent may require for the purposes of perfecting the Security created by this Deed.

(c) *Compliance with laws*

It shall at all times comply with all laws and regulations applicable to it and will obtain and maintain in full force and effect all Authorisations which may at any time be required with respect to any of the Security Assets.

(d) *Information*

It shall supply promptly to the Security Agent such information in relation to the Security Assets as the Security Agent may request.

(e) *Insurance*

Each Chargor shall:

- (i) effect and maintain insurances at its own expense with reputable independent insurers acceptable to the Security Agent. Such insurances shall (subject to any exclusions, excesses and limitations which would normally be imposed in such insurances on prudent companies carrying on the same or substantially similar businesses):
 - (A) provide cover in respect of such of its assets and business and against all risks which would normally be insured against by prudent companies carrying on the same or substantially similar businesses, including, without limitation, insurance against business interruption and loss of profits;
 - (B) be in such amounts as would in the circumstances be prudent for such companies;
- (ii) supply on request copies of each of its policies of insurance together with the current premium receipts relating to each such policy;
- (iii) ensure that the interest of the Security Agent is noted on all its insurance policies in respect of its Security Assets from time to time;
- (iv) duly and punctually pay all premiums and any other monies necessary for maintaining its insurance policies in full force and effect. If the Chargor at any time fails to pay any such premiums or other monies, the Security Agent may pay such premiums and other monies and the Chargor(s) shall reimburse the Security Agent for the amount of such premiums and other monies within 3 Business Days of demand;
- (v) not, without the prior written consent of the Security Agent, do any act or commit any default which might prejudice the insurance policies, including, without

limitation, any act or default whereby the insurance policies might become void or voidable; and

- (vi) apply any monies received by virtue of any insurance relating to the whole or any part of the Security Assets in accordance with the terms of the Finance Documents.

(f) *Insurance monies*

- (i) Any monies received by virtue of any insurance relating to the whole or any part of the Security Assets (whether effected pursuant to this Debenture or otherwise) shall be deemed to be part of the Security Assets.
- (ii) Each Chargor shall apply all such monies in making good any loss or damage to the Assets to which the relevant insurance relates or, following a Default and in the event the relevant insurance does not cover any loss of rent or other income that will be suffered by the Chargor whilst such Assets are reinstated, if the Security Agent in its discretion so requires (subject to the terms of any relevant Occupational Lease and excluding any monies contractually due to third parties under the terms of such insurances), towards discharge of the Secured Liabilities.
- (iii) Each Chargor shall ensure that all such monies referred to in Clause 7.2(f)(i) (*Insurance monies*) which are not paid directly by the insurers to the Security Agent shall be held by the recipient upon trust for the Security Agent and be applied by that Chargor in accordance with Clause 7.2(f)(i) (*Insurance monies*).
- (iv) This Clause applies whether or not the Security created under this Debenture has become enforceable.

7.3 ***Investments and Shares***

(a) *Exercise of rights*

- (i) Prior to an Event of Default, it may exercise or refrain from exercising (or direct the same) any of the powers or rights conferred upon or exercisable by the legal or beneficial owner of the Investments or the Shares unless such exercise or refrain from exercising (or direction to do the same):
 - (A) breaches, or might reasonably be expected to breach, any term of the Facilities Agreement; or
 - (B) would, or might reasonably be expected to, have an adverse effect on the value of any of the Security Assets or otherwise prejudice any Transaction Security; or
 - (C) would, or might reasonably be expected to, affect any rights or powers of the relevant Chargor arising from its legal or beneficial ownership of the Investment or the Shares.
- (ii) At any time when an Event of Default is continuing, it shall not, without the prior written consent of the Security Agent, exercise or refrain from exercising (or direct the same) any of the powers or rights conferred upon or exercisable by the legal or beneficial owner of the Investments or the Shares.

(b) *Registration of transfers*

If requested by the Security Agent at any time when an Event of Default is continuing, it shall procure that all Investments and Shares which are in registered form are duly

registered in the name of the Security Agent or its nominee once a transfer relating to those Investments and Shares is presented for that purpose.

(c) *Clearance systems etc*

If requested by the Security Agent at any time when an Event of Default is continuing, it shall instruct any clearance system, settlement system, custodian or similar person to transfer any Investments then held by any such person for its or some nominee's account to the account of the Security Agent (or its nominee) with such clearance system (or as otherwise required by the Security Agent).

(d) *Acquisition and calls*

It shall:

- (i) not, without the prior written consent of the Security Agent, acquire any Investments or Shares unless they are fully paid;
- (ii) promptly notify the Security Agent of the acquisition of any Investment or Shares;
- (iii) duly and promptly pay all calls, instalments or other payments which may be due and payable in respect of any Investments or Shares and, for the avoidance of doubt, no Secured Party shall incur any liability in respect of any amounts due from a Chargor in respect of any Investments or Shares.

(e) *Dividends*

At any time when an Event of Default is continuing, it shall immediately pay all dividends or other monies received by it in respect of the Investments and the Shares to the Security Agent, or as the Security Agent may direct from time to time.

(f) *Nominees*

It shall not appoint any nominee to exercise or enjoy all or any of its rights in relation to the Investments or the Shares.

7.4 **Debts**

(a) *Value of Debts*

- (i) It undertakes to provide to the Security Agent promptly upon its request (and in a form acceptable to the Security Agent) a certificate showing the aggregate value of the Debts due to it from any person.
- (ii) It will ensure that all Debts are evidenced by a written agreement between it and the debtor or debtors.

(b) *Realisation of Debts*

During the Security Period, it undertakes with reference to the Debts:

- (i) to collect the Debts in the ordinary course of its business (for the avoidance of doubt, for the purposes of this Debenture, the ordinary course of business of the Chargor does not include or extend to the selling, assigning or in any other way factoring or discounting any Debts) and (prior to the payment into any Book Debts Account) to hold the proceeds of those Debts on trust for the Security Agent;

- (ii) that it shall not, except as permitted by the Facilities Agreement or with the prior written consent of the Security Agent, sell, factor, discount, charge, assign, declare a trust over or otherwise dispose of or release, exchange, compound, set off or grant time or indulgence or otherwise deal with all or any of the Debts in favour of any other person or purport to do so;
- (iii) following the occurrence of an Event of Default which is continuing, not, except with the prior written consent of the Security Agent, to withdraw from the Book Debts Account (or, as the case may be, any other bank account which is the subject of Security pursuant to this Debenture) all or any monies standing to the credit of the Book Debts Account;
- (iv) following the occurrence of an Event of Default which is continuing, to pay into the Book Debts Account or otherwise as the Security Agent may direct from time to time all monies it may receive in respect of the Debts; and
- (v) if called upon so to do by the Security Agent, following the occurrence of an Event of Default which is continuing, execute a legal assignment of the Debts to the Security Agent in such terms as the Security Agent in its discretion may require, give such notice of that legal assignment to the debtors from whom the Debts are due, owing or incurred and take any such other step as the Security Agent in its discretion may require to perfect such legal assignment.

(c) *Blocked Accounts*

During the Security Period, no Chargor shall, except with the prior written consent of the Security Agent, withdraw or attempt or be entitled to withdraw from any Blocked Account all or any monies standing to the credit of any Blocked Account.

(d) *Other Bank Accounts*

At any time when an Event of Default is continuing, if the Security Agent has served written notice on the Original Chargor requiring the same, no Chargor shall, except with the prior written consent of the Security Agent, withdraw or attempt or be entitled to withdraw from any of its bank accounts all or any monies standing to the credit of such bank accounts.

7.5 ***Intellectual Property Rights***

It shall:

- (a) take all necessary action to safeguard and maintain its rights, present and future, in or relating to its material Intellectual Property Rights (including the payment of all renewal fees and all steps which are necessary to maintain any applicable registrations with any appropriate registry or other government authority or body);
- (b) keep the Security Agent fully informed as to the registration or requirement to renew the registration of any of its material Intellectual Property Rights;
- (c) not use or refrain from using its material Intellectual Property Rights in a way which may materially adversely affect the value of those material Intellectual Property Rights; and
- (d) notify the Security Agent promptly of any infringement or suspected infringement or any challenge to the validity of its material Intellectual Property Rights and, at the request of the Security Agent, take all steps necessary to prevent or bring to an end any such infringement and to defend any such challenge.

7.6 ***Property***

(a) *Title*

- (i) Each Chargor must exercise its rights and comply in all respects with any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting its Property.
- (ii) No Chargor may agree to any amendment, supplement, waiver, surrender or release of any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting its Property.

(b) *Headleases*

Each Chargor must:

- (i) exercise its rights and comply with its obligations under any headlease under which it holds Property;
- (ii) use its reasonable endeavours to ensure that each landlord complies with its obligations under any such headlease; and
- (iii) if so required by the Security Agent, apply for relief against forfeiture of any such headlease,

in a proper and timely manner.

(c) *Notices*

Each Chargor must, within 14 days after the receipt of any application, requirement, order or notice served or given by any public or local or any other authority or any landlord with respect to its Property (or any part of it):

- (i) deliver a copy to the Security Agent; and
- (ii) inform the Security Agent of the steps taken or proposed to be taken to comply with the relevant application, requirement, order or notice.

(d) *Entry*

If, at any time, a Chargor fails, or is considered by the Security Agent acting reasonably to have failed to perform any obligation under this Clause 7 (*Undertakings*) or Clause 25 (*Property Undertakings*) of the Facilities Agreement then each Chargor shall allow, and shall procure that any person occupying the whole or any part of a Property will allow, the Security Agent and its agents, with or without surveyors, workmen or others authorised by it upon reasonable prior notice (except in an emergency) to:

- (i) enter the Property from time to time in order to view the Property;
- (ii) to carry out any repairs on the Property which the Security Agent reasonably considers necessary to remedy any such failure; or
- (iii) to do anything the Security Agent is entitled to do pursuant to Clause 7.8 (*Power to remedy*).

(e) *No creation of easements etc.*

- (i) No Chargor shall, without the express prior written consent of the Security Agent (such consent not to be unreasonably withheld), grant, create, or permit to be acquired, any easement, right or privilege relating to or affecting the whole or any part of a Property.
- (ii) Where a Chargor is permitted under the Facilities Agreement to grant, create, or permit to be acquired, any easement, right or privilege, the Security Agent

agrees to provide, at the request and cost of the Chargor, any letter of consent that may be required to register such easement, right or privilege at the Land Registry.

(f) *Unregistered interests*

No Chargor shall, without the prior written consent of the Security Agent, permit any person to be registered as proprietor of a Property or any part thereof or interest therein under the 2002 Act nor create or permit to arise any unregistered interest affecting a Property within the meaning given in Schedule 1 or Schedule 3 of the 2002 Act (save in respect of any interest or unregistered interest which is permitted under the Finance Documents).

(g) *VAT*

No Chargor shall, without the express prior written consent of the Security Agent, exercise any option to waive exemption from VAT in relation to a Property or any part thereof and will provide to the Security Agent, on demand, such details of the Chargor's registration for VAT purposes as the Security Agent requires.

7.7 Notices relating to a Chargor

Each Chargor shall immediately notify the Security Agent in the event of any creditor executing diligence against it or if any distress or execution is levied or enforced against it or any third party debt order or freezing order is made and served on it or any steps are taken (including, without limitation, the making of any application or the giving of any notice) by any person (including, without limitation, that Chargor or its directors or members, or any of them) in relation to potential or actual administration, receivership, winding-up or dissolution.

7.8 Power to remedy

- (a) If a Chargor fails to comply with any covenant set out in sub-clause 7.2 (*General undertakings*) to sub-clause 7.6 (*Property*) (inclusive), it will allow (and irrevocably authorises) the Security Agent or any Receiver to take any action on its behalf which the Security Agent or the Receiver deems necessary or desirable to ensure compliance with those covenants.
- (b) Each Chargor shall reimburse to the Security Agent and/or any Receiver, on demand, all amounts expended by the Security Agent or any Receiver in remedying such failure together with interest in accordance with clause 11.4 (*Default Interest*) of the Facilities Agreement from the date of payment by the Security Agent or Receiver (as the case may be) until the date of reimbursement.
- (c) Nothing in this Debenture shall oblige the Security Agent nor another Secured Party to perform any covenant of any Chargor.

8. Enforcement and powers of the Security Agent

8.1 Enforcement

The Security created pursuant to this Deed shall be immediately enforceable:

- (a) at any time when an Event of Default is continuing; or
- (b) if any Chargor requests the Security Agent or any other of the Finance Parties to appoint an administrator or a receiver over the whole or any part of its undertaking or assets,

and the Security Agent may in its absolute discretion and without notice to the Chargors or any of them or the prior authorisation of any court:

- (a) enforce all or any part of the Security created by this Deed and take possession of or dispose of all or any of the Security Assets in each case at such times and upon such terms as it sees fit;
- (b) by written notice to any Chargor, declare the Secured Liabilities to be due and payable on demand of the Security Agent or the Agent together with all accrued interest thereon and any other sums then owed by the Chargors under this Debenture;
- (c) date and complete any blank stock transfer form held by it and file such form with the relevant company; and/or
- (d) whether or not it has appointed a Receiver, exercise all of the powers, authorities and discretions:
 - (i) conferred from time to time on mortgagees by the LPA (as varied or extended by this Deed) or by law; and
 - (ii) granted to a Receiver by this Deed or from time to time by law.

8.2 ***Power of sale, leasing and other powers***

- (a) For the purpose of all rights and powers implied or granted by law, the Secured Liabilities are deemed to have fallen due on the date of this Deed. The power of sale and other powers conferred by section 101 LPA and all other enforcement powers conferred by this Deed shall be immediately exercisable at any time when an Event of Default is continuing.
- (b) The Security Agent may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 LPA.
- (c) In the exercise of the powers conferred by this Deed, the Security Agent may sever and sell plant, machinery or other fixtures separately from the property to which they may be annexed and it may apportion any rent or other amount without the consent of any Chargor.
- (d) Each of the Security Agent and the Receiver may exercise the statutory power of sale and the statutory powers of leasing, as amended and varied in the foregoing clauses, and all other statutory powers, in respect of the whole or any part of the Property.

8.3 ***Security Agent's powers of enforcement over the Securities, the Shares and the Derivative Assets***

- (a) Following the occurrence of an Event of Default that is continuing:
 - (i) the Security Agent may in its discretion (in the name of any Chargor or otherwise and without any consent or authority on the part of any Chargor) exercise all the powers given to trustees by Section 10(3) and (4) of the Trustee Act 1925 (as amended by Section 9 of the Trustee Investments Act 1961) in respect of those Investments, Shares and Derivative Assets subject to a trust;
 - (ii) all dividends, interest and other income forming part of the Investments, Shares and Derivative Assets shall, unless otherwise agreed between the Security Agent and the Original Chargor, be paid without any set-off or deduction whatsoever to an interest bearing suspense account in the name of the Security Agent and shall be retained by the Security Agent until applied as provided in this Debenture as part of the Investments, the Shares and the Derivative Assets, and any such monies which may be received by a Chargor shall, pending such payment, be held in trust for the Security Agent;

- (iii) all voting rights in respect of all Investments, Shares and Derivative Assets charged by Clause 3.1 (*Fixed charges*) may be exercised (without obligation to do so) by the Security Agent (or its nominee) in such a manner as it shall (in its absolute discretion) see fit;
 - (iv) if directed to do so in writing by the Security Agent each Chargor shall procure the registration in its books of the transfer of the Investments, the Shares and the Derivative Assets to the Security Agent (or its Nominees), the entry of the Security Agent (or its Nominees) in the register of members of that Chargor as the holder or holders of the Investments, the Shares and the Derivative Assets and the issue of new share certificates in respect of the Investments, the Shares and the Derivative Assets to the Security Agent (or its Nominees); and
 - (v) upon the accrual, offer, issue or receipt of any Derivative Assets, each Chargor shall deliver or pay to the Security Agent or procure the delivery or payment to the Security Agent of all such Derivative Assets or the stock or share certificates or other documents of title to or representing them together with duly executed blank transfers.
- (b) The Security Agent shall not have any duty as to any Investments, Shares or Derivative Assets and shall not incur liability for:
- (i) ascertaining or taking action in respect of any calls, instalments, conversions, exchanges, maturities, tenders or other matters in relation to any Investments, Shares or Derivative Assets or the nature or sufficiency of any payment whether or not the Security Agent has or is deemed to have knowledge of such matters; or
 - (ii) taking any necessary steps to preserve rights against prior parties or any other rights pertaining to any Investments, Shares or Derivative Assets; or
 - (iii) any failure to present any interest, coupon or any bond or stock drawn for repayment or for any failure to pay any call or instalment or to accept any offer or to notify any Charger of any such matter or for any failure to ensure that the correct amounts (if any) are paid or received in respect of the Investments, the Shares or the Derivative Assets.

8.4 **Statutory restrictions**

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the LPA shall not apply to the Security constituted by this Deed.

8.5 **Appropriation**

- (a) In this Deed, "**financial collateral**" has the meaning given to that term in the Financial Collateral Arrangements (No.2) Regulations 2003.
- (b) At any time when an Event of Default is continuing, the Security Agent may appropriate all or part of the financial collateral in or towards satisfaction of the Secured Liabilities.
- (c) The Parties agree that the value of any such Security Assets appropriated in accordance with sub-clause 8.5(b) shall be the market price of such Security Assets at the time the right of appropriation is exercised as determined by the Security Agent by reference to such method or source of valuation as the Security Agent may reasonably select, including by independent valuation. The Parties agree that the methods or sources of valuation provided for in this sub-clause or selected by the Security Agent in accordance with this sub-clause shall constitute a commercially reasonable manner of valuation for the purposes of the Financial Collateral Arrangements (No.2) Regulations 2003.

- (d) The Security Agent shall notify the relevant Chargor, as soon as reasonably practicable, of the exercise of its right of appropriation as regards such of the Security Assets as are specified in such notice.

9. **Appointment of a Receiver or Administrator**

9.1 ***Appointment***

- (a) At any time when an Event of Default is continuing, or at the request of a Chargor or its directors, the Security Agent may, without prior notice to the Chargors or any of them, in writing (under seal, by deed or otherwise under hand) appoint:
 - (i) a Receiver in respect of the Security Assets or any part thereof and may in like manner from time to time (and insofar as it is lawfully able to do) remove any Receiver and appoint another in his place; or
 - (ii) one or more persons to be an Administrator in accordance with paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (b) Nothing in sub-clause 9.1(a) shall restrict the exercise by the Security Agent of any one or more of the rights of the Security Agent under Schedule B1 to the Insolvency Act 1986 and the rules thereunder or at common law.
- (c) Section 109(1) LPA shall not apply to this Deed.
- (d) The Security Agent 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 Part A1 of the Insolvency Act 1986 (including any preliminary decision or investigation), other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

9.2 ***Several Receivers***

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this Deed (unless the document appointing such Receiver states otherwise).

9.3 ***Remuneration of Receiver***

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it from time to time. For the purpose of this sub-clause, the limitation set out in section 109(6) LPA shall not apply.

9.4 ***Liability of the Security Agent for actions of a Receiver or Administrator***

- (a) Each Receiver shall be the agent of the relevant Chargor which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. No Secured Party shall be responsible for any misconduct, negligence or default of a Receiver.
- (b) No Secured Party shall have any liability for the acts or omissions of an Administrator.

10. **Powers of a Receiver**

A Receiver shall have (and be entitled to exercise) in relation to the Security Assets over which he is appointed the following powers (as the same may be varied or extended by the provisions of this Deed):

- (a) all of the specific powers set out in Schedule 4 (*Powers of Receiver*);

- (b) all of the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (c) all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;
- (d) all of the powers conferred on the Security Agent under this Deed;
- (e) all the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which a Chargor itself could do or omit to do; and
- (f) the power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this Deed or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, a Chargor; the collection and/or realisation of Security Assets in such manner and on such terms as the Receiver sees fit; and the execution of documents in the name of a Chargor (whether under hand, or by way of deed or by utilisation of the company seal of a Chargor)).

11. Application of monies

11.1 Order of application

All amounts from time to time received or recovered by the Security Agent pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or any part of the Security created by this Deed (for the purposes of this sub-clause, the "**Recoveries**") shall be held by the Security Agent on trust to apply the same at any time as the Security Agent (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this sub-clause), in the following order, after the payment of any preferential debts ranking in priority to the Secured Liabilities:

- (a) in discharging any sums owing to the Security Agent or any Receiver or Administrator;
- (b) in payment of all costs and expenses incurred by any Secured Party in connection with any realisation or enforcement of the Security created by this Deed;
- (c) in or towards satisfaction of any debts or other imposts which are by statute made payable in preference to the Secured Liabilities to the extent to which such debts or imposts are made so payable;
- (d) if so required by the Security Agent in its discretion (and in accordance with the terms of the Facilities Agreement and the Intercreditor Agreement) in or towards satisfaction of the Secured Liabilities; and
- (e) the balance of any Recoveries, after all amounts due under sub-clauses 11.1(a) to 11.1(d) have been paid in full, to the person or persons entitled to any surplus.

The provisions of this sub-clause will override any appropriation made by a Chargor.

11.2 Prospective liabilities

When an Event of Default is continuing, the Security Agent may, in its discretion, hold any amount of the Recoveries in an interest bearing suspense or impersonal account(s) in the name of the Security Agent with such financial institution (including itself) and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) for later application under sub-clause 11.1 (*Order of application*) in respect of:

- (a) any sum to a Secured Party; and

- (b) any part of the Secured Liabilities,

that the Security Agent reasonably considers, in each case, might become due or owing at any time in the future.

11.3 ***Investment of proceeds***

Prior to the application of the proceeds of the Recoveries in accordance with sub-clause 11.1 (*Order of application*) the Security Agent may, in its discretion, hold all or part of those proceeds in an interest bearing suspense or impersonal account(s) in the name of the Security Agent with such financial institution (including itself) and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) pending the application from time to time of those monies in the Security Agent's discretion in accordance with the provisions of sub-clause 11.1 (*Order of application*).

11.4 ***Currency conversion***

- (a) For the purpose of, or pending the discharge of, any of the Secured Liabilities the Security Agent may convert any monies received or recovered by the Security Agent from one currency to another, at a market rate of exchange.
- (b) The obligations of any Chargor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.
- (c) Neither the Security Agent nor any Receiver shall be liable to any Chargor for any loss resulting from any fluctuation in exchange rates before or after the exercise of any of its or their powers or rights under this Debenture.
- (d) No payment to the Security Agent (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of any Chargor in respect of which it was made unless and until the Security Agent shall have received payment in full in the currency in which such obligation or liability was incurred and, to the extent that the amount of any such payment, on actual conversion into such currency, shall fall short of such obligation or liability actual or contingent expressed in that currency, the Security Agent shall have a further separate cause of action against that Chargor and shall be entitled to enforce the security constituted by this Debenture to recover the amount of the shortfall and such amount will bear interest at the Default Rate from the date of payment by the Security Agent until the date of reimbursement.

11.5 ***Set-off***

- (a) The Secured Parties shall have the right:
 - (i) at any time or times after the occurrence of an Event of Default which is continuing; and
 - (ii) at any time or times in respect of an obligation due and payable to the Secured Party, and in each case without notice:
 - (A) to combine or consolidate all or any sums of money now or hereafter standing to the credit of the then existing accounts of any of the Chargors with the Secured Party with the liabilities of any of the Chargors to the Secured Party (including in each case accounts in the name of any Secured Party or of any Chargor jointly with others); and/or
 - (B) set-off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities

of any of the Chargors to a Secured Party on any other account, or in any other respect,

whether such accounts are current, deposit, loan or of any other nature whatever, whether they are subject to notice or not and whether they are denominated in sterling or in any other currency, and whether any such liabilities are actual or contingent, regardless of the place of payment, booking branch or currency of any amount or liability.

- (b) If any amounts or liabilities are in different currencies, the Secured Party may convert any such amount or liability at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (c) The foregoing provisions of this Clause 11.5 (*Set Off*) shall be in addition to, and without prejudice to, any rights of set-off, combination, consolidation, lien and other rights whatsoever conferred on the Secured Party by law and shall apply notwithstanding any settlement of account or any other matter whatsoever.
- (d) Where such combination, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the Exchange Rate for purchasing the currency for which the relevant Chargor is liable, with the existing currency.

11.6 **Permitted deductions**

The Security Agent shall be entitled, in its discretion:

- (a) to set aside by way of reserve, amounts required to meet, and to make and pay, any deductions and withholdings (on account of taxes or otherwise) which it is or may be required by any applicable law to make from any distribution or payment made by it under this Deed; and
- (b) to pay all Taxes which may be assessed against it in respect of any of the Security Assets, or as a consequence of performing its duties, or by virtue of its capacity as Security Agent under any of the Finance Documents or otherwise (other than in connection with its remuneration for performing its duties under this Deed).

11.7 **Good discharge**

- (a) Any payment to be made in respect of the Secured Liabilities by the Security Agent may be made to the Agent on behalf of the Finance Parties and any payment made in that way shall be a good discharge, to the extent of that payment, by the Security Agent.
- (b) The Security Agent is under no obligation to make the payments to the Agent under sub-clause 11.7(a) in the same currency as that in which the obligations and liabilities owing to the relevant Finance Party are denominated.

12. **Protection of third parties**

12.1 **No obligation to enquire**

- (a) No purchaser from, or other person dealing with, a Secured Party shall be obliged or concerned to enquire whether:
 - (i) the right of the Secured Party to exercise any of the powers conferred by this Deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
 - (ii) any of the Secured Liabilities remains outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

- (b) All the protection to purchasers contained in Section 104 (Conveyance on sale) and Section 107 (Mortgagee's receipt, discharges etc.) of the LPA and Section 42(3) of the Insolvency Act (Prohibition upon enquiry into administrative receiver's powers) apply to any purchaser.

12.2 ***Receipt conclusive***

The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve such purchaser of any obligation to see to the application of any monies paid to or by the direction of the Security Agent or any Receiver.

13. **Protection of the Secured Parties**

13.1 ***No liability***

- (a) No Secured Party shall be liable in respect of any of the Security Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers.
- (b) Neither the Security Agent nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate or sub-delegate

13.2 ***Possession of Security Assets***

- (a) Without prejudice to sub-clause 13.1 (*No liability*), if a Secured Party enters into possession of the Security Assets, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

13.3 ***No proceedings***

No Party (other than the Security Agent, a Receiver or a Delegate in respect of its own officers, employees or agents) may take any proceedings against any officer, employee or agent of a Secured Party in respect of any claim it might have against a Secured Party or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document or any Security Asset and any officer, employee or agent of a Secured Party may rely on this sub-clause subject to sub-clause 1.4 (*Third party rights*) of the Facilities Agreement and the provisions of the Third Parties Rights Act.

14. **Cumulative powers and avoidance of payments**

14.1 ***Cumulative powers***

The powers which this Deed confers on the Security Agent and any Receiver appointed under this Deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Security Agent or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Security Agent and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

14.2 ***Amounts avoided***

If any amount paid by a Chargor in respect of the Secured Liabilities is capable of being avoided or set aside on the liquidation or administration of a Chargor or otherwise, then for the purposes of this Deed that amount shall not be considered to have been paid.

14.3 ***Discharge conditional***

Any settlement or discharge between a Chargor and the Security Agent shall be conditional upon no security or payment to the Security Agent by a Chargor or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of the Security Agent under this Deed) the Security Agent shall be entitled to recover from each Chargor the value which the Security Agent has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

15. Ruling-off accounts

If the Security Agent receives notice of any subsequent Security or other interest affecting any of the Security Assets (except as permitted by the Facilities Agreement) it may open a new account for each relevant Chargor in its books. If it does not do so then (unless it gives written notice to the contrary to the Chargors or any of them), as from the time it receives that notice, all payments made by the relevant Chargor to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Liabilities.

16. Power of attorney

Each Chargor, by way of security, irrevocably and severally appoints each of the Security Agent and any Receiver as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Deed, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Security Agent or any Receiver under this Deed or otherwise for any of the purposes of this Deed, and each Chargor covenants with each of the Security Agent and any Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

17. Delegation

- 17.1 A Secured Party may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any of the rights, powers and discretions vested in it by or pursuant to this Deed.
- 17.2 That delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that that Secured Party may, in its discretion, think fit in the interests of the Secured Parties and it shall not be bound to supervise, or be in any way responsible for any loss incurred by reason of any misconduct or default on the part of any such delegate or sub-delegate.

18. Redemption of prior charges

The Security Agent may redeem any prior Security on or relating to any of the Security Assets or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargors. Each Chargor will on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

19. Costs

- (a) Each Chargor shall, promptly within 3 Business Days of demand, pay to the Security Agent or the Receiver, or discharge (as the case may be), all costs reasonably incurred by it in connection with:
- (i) the negotiation, preparation, printing and execution of; and

- (ii) any amendment, variation or release (in whole or in part), including the negotiation, preparation, printing and execution of any amendment, variation or release, of

this Debenture, on a full and unlimited indemnity basis, together with interest at the Default Rate from the date the relevant cost was expended, incurred or suffered (whichever is the earlier) by the Security Agent or the Receiver (as the case may be) until full payment or discharge of such cost and such cost shall form part of the Secured Liabilities.

- (b) Each Chargor shall, within 3 Business Days of demand, pay to the Security Agent or the Receiver, or discharge (as the case may be), all costs incurred by it in connection with the enforcement of, or preservation of rights under this Debenture, on a full and unlimited indemnity basis, together with interest at the Default Rate from the date the relevant cost was expended, incurred or suffered (whichever is the earlier) by the Security Agent or the Receiver (as the case may be) until full payment or discharge of such cost and such cost shall form part of the Secured Liabilities.

20. **Miscellaneous**

20.1 **Assignment**

- (a) No Chargor may assign any of its rights or transfer any of its rights or obligations under this Deed.
- (b) The Security Agent may assign and transfer all or any part of its rights and obligations under this Deed in accordance with the terms of the Intercreditor Agreement.
- (c) The Security Agent may disclose to any person any information concerning any Chargor and its Subsidiaries (if any) in accordance with the provisions of the Facilities Agreement.

20.2 **Counterparts**

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

20.3 **Covenant to release**

At the end of the Security Period, the Security Agent shall, at the request and cost of the Chargors, release the Security Assets from the security constituted by this Deed (including any assignment by way of security) by executing a release substantially in the form agreed with the Security Agent.

21. **Payments and withholding taxes**

- (a) Each Chargor shall pay and discharge the Secured Liabilities without any set-off, counterclaim, restriction or condition, without regard to any equities between that Chargor and the Secured Parties and free and clear of, and without deduction or withholding for, or on account of, any Tax, except to the extent that the relevant Chargor is compelled by law to make a Tax deduction on any sums payable under this Debenture, in which case it shall pay to the Security Agent such additional amount as may be necessary in order to ensure that the net amount received by the Secured Party after the required deduction or withholding (including, without limitation, any required deduction or withholding on such additional amount) shall be equal to the amount that the Secured Party would have received had no such deduction or withholding been made.
- (b) Any additional amount paid under this Clause 21 shall be treated as agreed compensation and not as interest.

22. **Time of the essence**

Except as otherwise expressly provided, time is of the essence as regards every obligation of any party under this Debenture.

23. **Governing law**

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

24. **Jurisdiction**

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

24.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

In witness this Deed is executed on the date appearing at the head of page 1.

Schedule 1

Security Assets

Part 1

The Property

Chargor	Property address	Title Number	Tenure
FREEHOLD PUBS			
Hall & Woodhouse Limited	1777 The Albion Inn, High Street, Wimborne BH21 1HR	DT369588	Freehold
Hall & Woodhouse Limited	ANGEL INN The Angel, 188 Ringwood Road, Ferndown BH22 9AP	DT248170	Freehold
Hall & Woodhouse Limited	BEACH HOUSE Westover, Park Lane, Milford On Sea, Lymington SO41 0PT	HP138687	Freehold
Hall & Woodhouse Limited	BLACK HORSE Black Horse, Reigate Road, Hookwood, Horley RH6 0HU	SY625187	Freehold
Hall & Woodhouse Limited	BLACK HORSE 95 Slough Road, Iver SL0 0DH	BM66719	Freehold
Hall & Woodhouse Limited	BLACK SWAN Black Swan, Old Brighton Road, Pease Pottage, Crawley RH11 9AJ	WSX238541	Freehold
Hall & Woodhouse Limited	BOATHOUSE Boat House Restaurant, Newbridge Road, Bath BA1 3NB	AV213382	Leasehold
Hall & Woodhouse Limited	CRANBERRY FARM Hall And Woodhouse, Badger Way, Cranbrook, Exeter EX5 7FN	DN675131	Freehold
Hall & Woodhouse Limited	EMPRESS OF BLANDINGS The Old Well Restaurant, Copythorne, Cadnam SO40 2PF	HP587107 / HP586433	Freehold
Hall & Woodhouse Limited	GARDENERS ARMS Gardeners Arms, Selsfield Road, Ardingly, Haywards Heath RH17 6TJ	WSX80700	Freehold

Chargor	Property address	Title Number	Tenure
Hall & Woodhouse Limited	GOFFS MANOR Goffs Manor, Old Horsham Road, Crawley RH11 8PE	WSX107038	Freehold
Hall & Woodhouse Limited	GRASSHOPPER The Grasshopper, 139-141 Bournemouth Road, Parkstone, Poole BH14 9HT	DT377726	Freehold
Hall & Woodhouse Limited	HALL & WOODHOUSE, BATH 1 Old King Street, Bath BA1 2JW and Land fronting 1 Old King Street, Bath BA1 2JW	AV18867, ST259743	Freehold
Hall & Woodhouse Limited	HANGLETON MANOR Hangleton Manor Hotel, Hangleton Valley Drive, Hove BN3 8AN	SX109572 / ESX88005	Freehold
Hall & Woodhouse Limited	HOLLY BLUE The Holly Blue, Bradley Way, Beggarwood, Basingstoke RG22 4TT	HP842636 / HP38971	Freehold
Hall & Woodhouse Limited	HORNBROOK Hornbrook Inn, Brighton Road, Horsham RH13 6QA	WSX238531	Freehold
Hall & Woodhouse Limited	HOUSE MARTIN The Housemartin, Christchurch Road, New Milton BH25 6QF	HP728752	Freehold
Hall & Woodhouse Limited	JOLLY SAILOR The Jolly Sailor, Lands End Road, Bursledon, Southampton SO31 8DN	HP699755, HP158783	Freehold
Hall & Woodhouse Limited	LULWORTH COVE HOTEL The Lulworth Cove Hotel, Main Road, West Lulworth BH20 5RQ	DT343842	Freehold
Hall & Woodhouse Limited	MILK CHURN Land at Hampton Park West, Melksham, SN12 6AD	WT311014	Freehold
Hall & Woodhouse Limited	MONMOUTH ASH The Monmouth Ash, Manor Road, Verwood BH31 6DT	DT196668	Freehold
Hall & Woodhouse Limited	NESS HOUSE HOTEL Ness House Hotel, Ness Drive, Shaldon, Teignmouth TQ14 0HP	DN175533	Freehold

Chargor	Property address	Title Number	Tenure
Hall & Woodhouse Limited	OLD GRANARY The Old Granary, The Quay, Wareham BH20 4LP	DT283846 / DT338315 / DT386307	Freehold
Hall & Woodhouse Limited	OLIVE BRANCH WIMBORNE Olive Branch, 6 East Borough, Wimborne BH21 1PF	DT380637	Freehold
Hall & Woodhouse Limited	PEACOCK FARM Parcel C5 Public House Site, Peacock Lane, Bracknell RG12 8SS	BK407225	Freehold
Hall & Woodhouse Limited	SHIP INN Ship Inn, Custom House Quay, Weymouth DT4 8BE	DT288309	Freehold
Hall & Woodhouse Limited	SMUGGLERS INN Smugglers Inn, Osmington Mills, Weymouth DT3 6HF	DT254071	Freehold
Hall & Woodhouse Limited	ST PETER'S FINGER St. Peters Finger Inn, Dorchester Road, Lytchett Minster, Poole BH16 6JE	DT379689 / DT249508	Freehold
Hall & Woodhouse Limited	THE PLOUGH The Plough, Portsmouth Road, Bursledon, Southampton SO31 8BT	HP439931	Freehold
Hall & Woodhouse Limited	WHEATSHEAF Wheatsheaf Inn, Lower Woodford, Salisbury SP4 6NQ	WT274960	Freehold
Hall & Woodhouse Limited	H&W WICHELSTOWE Land at Foxham Way, Wichelstowe, Swindon, SN1 7DA	WT437685	Freehold
Hall & Woodhouse Limited	WORLDS END The Heatherton Grange Hotel, Heatherton Park, Bradford On Tone, Taunton TA4 1ET and Land adjoining Heatherton Grange Hotel, Bradford On Tone, Taunton	ST47334 / ST233451	Freehold
Hall & Woodhouse Limited	YACHTSMAN The Yachtsman, Lake Road, Hamworthy, BH15 4LW	DT2379	Freehold

Chargor	Property address	Title Number	Tenure
LIST OF UNLICENSED PROPERTY			
Hall & Woodhouse Limited	The Brewery, Blandford St Mary DT11 9LS	DT348059	Freehold

Part 2



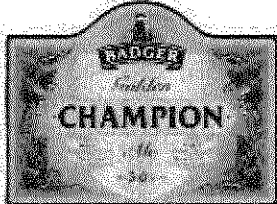
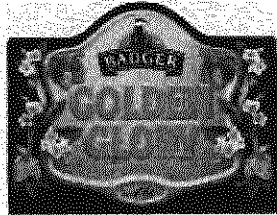
Intellectual Property





Trade marks				
Chargor	Trade mark number	Jurisdiction	Classes	Trade mark text
Hall & Woodhouse Limited	UK00002425808	UK	32	HOPPING HARE
Hall & Woodhouse Limited	UK00002461545	UK	32	PICKLED PARTRIDGE
Hall & Woodhouse Limited	UK00002461546	UK	32	POACHER'S CHOICE
Hall & Woodhouse Limited	UK00003225619	UK	32	An American Venture
Hall & Woodhouse Limited	UK00003225646	UK	32	Owlers IPA
Hall & Woodhouse Limited	UK00003225649	UK	32	Plio Lager
Hall & Woodhouse Limited	UK00003225651	UK	32	Strike Stout
Hall & Woodhouse Limited	UK00003225658	UK	32	Le Belgian Flair
Hall & Woodhouse Limited	UK00003225661	UK	32	Das German Prestige

Hall & Woodhouse Limited	UK00003225665	UK	32	The British Reserve
Hall & Woodhouse Limited	UK00003225667	UK	32	Badger Ales' Dorset Craft
Hall & Woodhouse Limited	UK00003225669	UK	32	Hall & Woodhouse Dorset Ale
Hall & Woodhouse Limited	UK00003298291	UK	32	Badger Dorset Brewers Estd 1777 
Hall & Woodhouse Limited	UK00003298293	UK	32	The Cranborne Poacher
Hall & Woodhouse Limited	UK00003298579	UK	32	Anything but black and white
Hall & Woodhouse Limited	UK00003537889	UK	32	The Wicked Wyvern
Hall & Woodhouse Limited	UK00003537896	UK	32	Forum
Hall & Woodhouse Limited	UK00900061564	UK	32	TANGLEFOOT
Hall & Woodhouse Limited	UK00900062125	UK	32	BADGER
Hall & Woodhouse Limited	UK00900062455	UK	32, 33	RIO
Hall & Woodhouse Limited	UK00902500973	UK	25, 32	TANGLE FOOT 

Hall & Woodhouse Limited	UK00902677870	UK	32	BADGER Golden CHAMPION Ale 5.0% 
Hall & Woodhouse Limited	UK00902677904	UK	32	BADGER GOLDEN GLORY 
Hall & Woodhouse Limited	UK00904668828	UK	32	STINGER
Hall & Woodhouse Limited	UK00904684494	UK	32	STINGER 
Hall & Woodhouse Limited	UK00905007927	UK	21, 25, 32	BADGE 
Hall & Woodhouse Limited	UK00910218196	UK	32, 43	HALL & WOODHOUSE

Hall & Woodhouse Limited	UK00910247062	UK	32, 33, 43	Since 1777 Badger 
Hall & Woodhouse Limited	UK00913766506	UK	32, 33, 43	DARING DIVER
Hall & Woodhouse Limited	UK00915390818	UK	32	FIRST CALL
Hall & Woodhouse Limited	UK00915390867	UK	32	LEAPING LEGEND
Hall & Woodhouse Limited	UK00915392673	UK	30, 43	COLOURFUL COFFEE
Hall & Woodhouse Limited	UK00002387249	UK	43	OLIVE BRANCH
Hall & Woodhouse Limited	UK00002171008	UK	32	BADGER GOLDEN CHAMPION
Hall & Woodhouse Limited	UK00002465897	UK	32	HARVESTER'S ALE
Hall & Woodhouse Limited	UK00001211565	UK	32	BADGER ANSTY ALE
Hall & Woodhouse Limited	UK00001485806	UK	32	HALL & WOODHOUSE
Hall & Woodhouse Limited	UK00002260442	UK	32	BADGER GOLDEN GLORY ALE
Hall & Woodhouse Limited	UK00002288130	UK	32	BLANDFORD FLY
Hall & Woodhouse Limited	UK00002300406	UK	32	FURSTY FERRET

Hall & Woodhouse Limited	UK00002341109	UK	32	KING & BARNES SUSSEX
Hall & Woodhouse Limited	UK00003235878	UK	32	Rio 
Hall & Woodhouse Limited	000061564	EU	32	TANGLEFOOT
Hall & Woodhouse Limited	000062125	EU	32	BADGER
Hall & Woodhouse Limited	000062455	EU	32, 33	RIO
Hall & Woodhouse Limited	002500973	EU	25, 32	TANGLE FOOT 
Hall & Woodhouse Limited	002677870	EU	32	BADGER Golden CHAMPION Ale 5.0% 
Hall & Woodhouse Limited	002677904	EU	32	BADGER GOLDEN GLORY 

Hall & Woodhouse Limited	004668828	EU	32	STINGER
Hall & Woodhouse Limited	004684494	EU	32	STINGER 
Hall & Woodhouse Limited	005007927	EU	21, 25, 32	BADGER 
Hall & Woodhouse Limited	010218196	EU	32, 43	HALL & WOODHOUSE
Hall & Woodhouse Limited	010247062	EU	32, 33, 43	Since 1777 Badger 
Hall & Woodhouse Limited	010298842	EU	25, 32	RIO 
Hall & Woodhouse Limited	013766506	EU	32, 33, 43	DARING DIVER
Hall & Woodhouse Limited	015390818	EU	32	FIRST CALL
Hall & Woodhouse Limited	015390867	EU	32	LEAPING LEGEND

Hall & Woodhouse Limited	015392673	EU	30, 43	COLOURFUL COFFEE
Hall & Woodhouse Limited	910247062	UK		Tanglefoot
Hall & Woodhouse Limited	480261	Russia		Badger
Hall & Woodhouse Limited	488168	Canada		Badger
Hall & Woodhouse Limited	488142	Canada		Tanglefoot
Hall & Woodhouse Limited	23340514	China		Badger
Hall & Woodhouse Limited	TMA882,273	Canada		Leaping Badger
Hall & Woodhouse Limited	811021	Australia		Badger

Part 3**Shares**

None as at the date hereof.

Part 4**Assigned Contracts**

None as at the date hereof.

Schedule 2

Form of notices

Part 1

(Form of notice in relation to a Blocked Account or Other Account)

To: [● insert name and address of Blocked Account or Other Account provider] (the "**Account Bank**")

Dated: ●

Dear Sir or Madam

Re: ●

We notify you that we have charged to Barclays Bank PLC (the "**Security Agent**") all our right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice (the "**Blocked Accounts**") and to any other accounts from time to time that we maintain with you (the "**Other Accounts**") and to all interest (if any) accruing on the Blocked Accounts and the Other Accounts.

In this notice the Blocked Accounts and the Other Accounts are together referred to as the "**Charged Accounts**".

We irrevocably authorise and instruct you to:

1. disclose to the Security Agent any information relating to us and the Charged Accounts which the Security Agent may from time to time request you to provide;
2. comply with the terms of any written notice or instruction relating to any Blocked Account received by you from the Security Agent; and
3. pay or release any sum standing to the credit of any Blocked Account in accordance with the written instructions of the Security Agent.

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

The instructions in this notice may not be revoked or amended without the prior written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) by way of your confirmation that:

- (a) you agree to act in accordance with the provisions of this notice;
- (b) you have not received notice that we have assigned or charged our rights to the monies standing to the credit of the Charged Accounts or otherwise granted any other interest over those monies in favour of any third party;
- (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Blocked Accounts,

except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Agent;

- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against us, any right of set-off, counter-claim or other right relating to the Blocked Accounts;
- (e) you will not permit any amount to be withdrawn from any Blocked Account without the Security Agent's prior written consent; and
- (f) in respect of the Other Accounts and following the Security Agent notifying you that its security is enforceable, you will not permit any amount to be withdrawn from those Other Accounts without the Security Agent's prior written consent.

The provisions of this notice and any non-contractual obligations arising out of or in connection with it are governed by English law.

Schedule

Account Designation	Account Number	Sort Code

Yours faithfully,

.....
for and on behalf of
[the relevant Chargor]

[On acknowledgement copy]

To: Barclays Bank PLC

Copy to: [insert name of the relevant Chargor]

We acknowledge receipt of the above notice and the notifications therein, agree to abide by its terms and confirm the matters set out in paragraphs (a) to (f) (inclusive) of that notice.

.....
for and on behalf of
[Insert name of account provider]

Dated: ●

Part 2
(Form of notice to insurers)

To: • *[insert name and address of insurer]*

Dated: •

Dear Sir or Madam

Re: [identify the relevant insurance policy[ies]] (the "Policy[ies]")

We notify you that we have assigned, by way of security, to Barclays Bank PLC (the "**Security Agent**") all our right, title and interest in the Policy[ies] as security for certain obligations owed by us to the Security Agent.

We further notify you that:

1. you may continue to deal with us in relation to the Policy[ies] until you receive written notice to the contrary from the Security Agent. Thereafter, we will cease to have any right to deal with you in relation to the Policy[ies] and therefore from that time you should deal only with the Security Agent;
2. you are authorised to disclose information in relation to the Policy[ies] to the Security Agent on their request; and
3. the provisions of this notice may only be revoked or amended with the prior written consent of the Security Agent.

We will remain liable to perform all our obligations under the Policy[ies] and the Security Agent is under no obligation of any kind whatsoever under the Policy[ies] nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Policy[ies].

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) by way of confirmation that:

- (a) you agree to act in accordance with the provisions of this notice;
- (b) you will not amend, waive or release any right, interest or benefit in relation to the Policy[ies] (or agree to do the same) without the prior written consent of the Security Agent;
- (c) the interest of the Security Agent as assignee has been noted against the Policy[ies];
- (d) after receipt of written notice in accordance with paragraph 1, you will pay all monies to which we are entitled under the Policy[ies] direct to the Security Agent (and not to us) unless the Security Agent otherwise agrees in writing;
- (e) you will notify the Security Agent if you propose to repudiate, rescind or cancel any Policy[ies], to treat [it/them] as avoided in whole or in part, to treat [it/them] as expired due to non-payment of premium or otherwise decline any valid claim under [it/them] by or on behalf of any insured party;
- (f) you have not received notice that we have assigned or charged our rights under the Policy[ies] to a third party or created any other interest in the Policy[ies] in favour of a third party; and

- (g) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against us, any right of set-off, counter-claim or other right relating to the Policy[ies].

The provisions of this notice and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

.....
for and on behalf of
[the relevant Chargor]

[On acknowledgement copy]

To: Barclays Bank PLC

Copy to: • *[the relevant Chargor]*

We acknowledge receipt of the above notice and the notifications therein, agree to abide by its terms and confirm the matters set out in paragraphs (a) to (g) (inclusive) of that notice.

.....
for and on behalf of
• **[name of insurer]**

Dated: •

Part 3

(Form of notice in relation to Contracts)

To: *[insert name and address of counterparty]*

Dated: ●

Dear Sir or Madam

Re: [identify the relevant agreement] (the "Agreement")

We notify you that we have assigned, by way of security to Barclays Bank PLC (the "**Security Agent**") all our right, title and interest in the Agreement as security for certain obligations owed by us to the Security Agent.

We further notify you that:

1. you may continue to deal with us in relation to the Agreement until you receive written notice to the contrary from the Security Agent. Thereafter, we will cease to have any right to deal with you in relation to the Agreement and therefore, from that time, you should deal only with the Security Agent;
2. you are authorised to disclose information in relation to the Agreement to the Security Agent on request;
3. after receipt of written notice in accordance with paragraph 1, you must pay all monies to which we are entitled under the Agreement direct to the Security Agent (and not to us) unless the Security Agent otherwise agrees in writing; and
4. the provisions of this notice may only be revoked or amended with the prior written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) by way of confirmation that:

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) you will not amend in [any/a material] way, waive or release any rights, interest or benefit in relation to the Agreement or terminate the Agreement without the prior written consent of the Security Agent;
- (c) you have not received notice that we have assigned or charged our rights under the Agreement to a third party or created any other interest in the Agreement in favour of a third party; and
- (d) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against us any right of set-off, counter-claim or other right relating to the Agreement.

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

Yours faithfully

.....

for and on behalf of
[*the relevant Chargor*]

[On acknowledgement copy]

To: Barclays Bank PLC

Copy to: [*the relevant Chargor*]

We acknowledge receipt of the above notice and the notifications therein, agree to abide by its terms and confirm the matters set out in paragraphs (a) to (d) (inclusive) of that notice.

.....

for and on behalf of
[*insert name of counterparty*]

Dated: ●

Schedule 3

Form of Accession Deed

This Accession Deed is made on 20●●

Between:

- (1) ● Limited (company number: ●) whose registered office is at ● (the "New Chargor"); and
- (2) Barclays Bank PLC as trustee for itself and for each of the other Secured Parties (the "Security Agent"),

and is supplemental to a Debenture granted by Hall & Woodhouse Limited in favour of the Security Agent on ● 2021 (the "Debenture").

This Accession Deed witnesses as follows:

1. Definitions and interpretation

- 1.1. Unless a contrary intention appears, words and expressions defined in the Debenture shall have the same meaning in this Accession Deed and sub-clause 1.2 (*Construction*) of the Debenture shall apply to this Accession Deed.

- 1.2. In this Deed, unless the context otherwise requires, the following definitions shall apply:

"Accession Shares" means:

- (a) The shares described in Part 3 (*Shares*) of the schedule to this Accession Deed;
- (b) All Derivative Assets in relation to the shares referred to in paragraph (a) above; and
- (c) All Related Rights in respect of paragraphs (a) to (b) inclusive.

"Assigned Contract" means each contract specified in Part 4 (*Assigned Contracts*) of the Schedule to this Accession Deed.

"Blocked Accounts" means *[insert description]*.

2. Confirmation

The New Chargor confirms it has read and understood the content of the Debenture.

3. Accession

With effect from the date of this Accession Deed, the New Chargor becomes a party to, and will be bound by the terms of, and assume the obligations and duties of a Chargor under, the Debenture as if it had been an Original Chargor.

4. Security

- 4.1. Without prejudice to the generality of clause 3 (*Accession*), the New Chargor with full title guarantee in favour of the Security Agent:

- (a) charges by way of legal mortgage, all of the Property described in Part 1 (*The Property*) of the schedule;

- (b) charges by way of first fixed charge:
 - (i) all Property not effectively mortgaged by sub-clause 4.1(a);
 - (ii) all fixed and permanent Plant and Machinery;
 - (iii) all Plant and Machinery not effectively charged by sub-clause 4.1(b)(ii);
 - (iv) all Accession Shares;
 - (v) all Debts;
 - (vi) all Blocked Accounts;
 - (vii) all Other Accounts;
 - (viii) all Investments not effectively charged by sub-clause 4.1(b)(iv);
 - (ix) all Intellectual Property Rights described in Part 2 (*Intellectual Property Rights*) of the schedule;
 - (x) all Intellectual Property Rights not effectively charged by sub-clause 4.1(b)(ix);
 - (xi) any VAT which it is entitled to recover and any other tax refund, rebate or repayment and any sums so received;
 - (xii) its goodwill and uncalled capital;
 - (xiii) any Charged Agreements; and
 - (xiv) if not effectively assigned by sub-clause 4.1(c), all its rights and interests in (and claims under) the assets described in sub-clause 4.1(c);
- (c) by way of assignment by way of security:
 - (i) all Insurances and Insurance Proceeds;
 - (ii) any Assigned Contract; [and]
 - (iii) any Hedging Agreement; [and]
 - (iv) [describe any other assets which are expressly stated to be assigned]; and
- (d) by way of first floating charge, all its undertaking and all its present and future assets other than those assets which are effectively charged by way of first fixed charge or legal mortgage under sub-clauses 4.1(a) or (b) or which are effectively assigned by way of security under sub-clause 4.1(c).

4.2. The floating charge created by sub-clause 4.1(d) (*Security*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

5. Construction

Save as specifically varied in respect of the New Chargor only, the Debenture shall continue and remain in full force and effect and this Accession Deed shall be read and construed as one with the Debenture so that all references to "this Deed" in the Debenture shall include reference to this Accession Deed.

6. **Governing Law**

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

In witness this Accession Deed is executed on the date appearing at the head of page 1.

[Add signature blocks after Schedule]

Schedule to Accession Deed

Part 1

Property

Chargor	Address or Description of Property	Title Number (if registered)
• Limited	•	•

Part 2

Intellectual Property Rights

Trade marks				
Chargor	Trade mark number	Jurisdiction	Classes	Trade mark text
• Limited	•	•	•	•
Patents				
Chargor	Patent number	Jurisdiction	Description	
• Limited	•	•	•	
Designs				
Chargor	Design number	Jurisdiction	Description	

Part 3

Shares

Chargor	Issuer of shares	Number and class of shares	Details of nominees (if any) holding legal title to shares

Part 4**Assigned Contracts**

Name of Chargor	Date of contract	Parties to contract	Details of contract

Part 5**Keyman Policies**

Chargor	Policy date	Keyman name	Policy number	Policy amount

Schedule 4

Powers of Receiver

1. Possession

Take immediate possession of, get in and collect the Security Assets or any part thereof.

2. Carry on business

Carry on, manage or concur in carrying on or managing the whole or any part of the business of any Chargor as he in his discretion may think fit.

3. Protection of assets

- (a) Manage, insure, repair, decorate, maintain, alter, improve, develop, construct, modify, refurbish, renew or add to the Security Assets or concur in so doing;
- (b) commence, continue or complete any new works, unfinished work, building operations, construction, reconstruction, maintenance, furnishing, finishing or fitting-out on the Property;
- (c) apply for and maintain any planning permissions, building regulations, approvals and any other permissions, consents or licences,

in each case as he in his discretion may think fit.

4. Realisation of assets

Sell, exchange, convert into money and realise the Security Assets or concur in so doing by public auction or private contract and generally in such manner and on such terms as he in his discretion may think fit. Without prejudice to the generality of the foregoing, he may do any of these things for any valuable consideration, whether full market value or otherwise, including, without limitation, cash, shares, stock, debentures or other obligations. Any such consideration may be payable in a lump sum or by instalments spread over such period as he in his discretion may think fit.

5. Let, hire or lease

- (a) Let, hire or lease (with or without premium) and accept surrenders of leases or tenancies or concur in so doing;
- (b) grant rights, options or easements over and otherwise deal with or dispose of, and exercise all rights, powers and discretions incidental to, the ownership of the Security Assets;
- (c) exchange or concur in exchanging the Security Assets;

in each such case in such manner and generally on such terms as he may in his discretion think fit, with all the powers of an absolute beneficial owner. The Receiver may exercise any such power by effecting such transaction in the name or on behalf of the relevant Chargor or otherwise.

6. Registration

Use a Chargor's name to effect any registration or election for tax or other purposes.

7. **Insurances**

Effect, review or vary insurances.

8. **Borrowing**

For the purpose of exercising any of the powers, authorities or discretions conferred on him by or pursuant to this Deed or of defraying any costs (including, without limitation, his remuneration) which are incurred by him in the exercise of such powers, authorities or discretions or for any other purpose, to raise and borrow money or incur any other liability either unsecured or secured on the Security Assets, either in priority to the Security created by this Deed or otherwise, and generally on such terms as he in his discretion may think fit. No person lending such money is to be concerned to enquire as to the propriety or purpose of the exercise of such power or as to the application of money so raised or borrowed.

9. **Lending**

Lend money to any person.

10. **Advance credit**

Advance credit, in the ordinary course of a Chargor's business, to any person.

11. **Make calls**

Make, or require the directors of any Chargor to make, such calls upon the shareholders of that Chargor in respect of any uncalled capital of that Chargor as the Receiver in his discretion may require and enforce payment of any call so made by action (in the name of that Chargor or the Receiver as the Receiver in his direction may think fit) or otherwise.

12. **Compromise**

- (a) Settle or compromise any claim by, adjust any account with, refer to arbitration any dispute with, and deal with any question or demand from, any person who is, or claims to be, a creditor of any Chargor, as he may in his discretion think fit; and
- (b) settle or compromise any claim, adjust any account, refer to arbitration any dispute and deal with any question or demand relating in any way to the Security Assets, as he in his discretion may think fit.

13. **Proceedings**

In the name of any Chargor, bring, prosecute, enforce, defend or abandon all such actions, suits and proceedings in relation to the Security Assets as he in his discretion may think fit.

14. **Subsidiaries**

- (a) Promote the formation of any subsidiary of any Chargor with a view to such subsidiary purchasing, leasing, licensing or otherwise acquiring an interest in the Security Assets;
- (b) arrange for the purchase, lease, licence or acquisition of an interest in the Security Assets by any such subsidiary for any valuable consideration, including, without limitation, cash, shares, debentures, loan stock, convertible loan stock or other securities, profits or a sum calculated by reference to profits, turnover, royalties, licence fees or otherwise, whether or not secured on the undertaking or assets of such subsidiary and whether or not such consideration is payable or receivable in a lump sum or at any time or any number of times by instalments spread over such period, as the Receiver in his discretion may think fit; and

- (c) arrange for such subsidiary to trade or cease to trade as the Receiver in his discretion may think fit;

15. **Employees**

Appoint and discharge any manager, officer, agent, professional adviser, employee and any other person, upon such terms as he in his discretion may think fit.

1.2 **Environment**

Conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions, whether required under Environmental Law or by the Security Agent or otherwise and comply with all lawful orders and directives of all Authorities regarding Environmental Law;

16. **Receipts**

Give valid receipts for all monies and execute all assurances and things which he in his discretion may think proper or desirable for realising the Security Assets.

17. **Delegation**

Delegate any or all of his powers in accordance with this Deed.

Signatories to Debenture

Chargor

Executed as a Deed by
Hall & Woodhouse Limited
acting by a director

)
)
)



in the presence of:



Signature of witness

Name of witness

MARIANNE JARVIS

Address of witness



Occupation of witness

SOLICITOR

Notice Details

Address: The Brewery, Blandford St. Mary, Dorset DT11 9LS
Facsimile: 01258 459528
Attention: Company Secretary

Security Agent

Signed by *Elina Chacko*
authorised signatory *Morrison*
for and on behalf of
Barclays Bank PLC



Notice Details

Address: 1 Churchill Place, Canary Wharf, London E14 5HP
Facsimile: 0207 7734893
Attention: Head of Client Management