



Registration of a Charge

Company name: **LAMBERT BROTHERS HAULAGE LIMITED**

Company number: **00654382**



X5ZUFID9

Received for Electronic Filing: **08/02/2017**

Details of Charge

Date of creation: **02/02/2017**

Charge code: **0065 4382 0006**

Persons entitled: **SANNE FIDUCIARY SERVICES LIMITED**

Brief description: **NONE.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

JULIA HORBACH



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 654382

Charge code: 0065 4382 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd February 2017 and created by LAMBERT BROTHERS HAULAGE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th February 2017 .

Given at Companies House, Cardiff on 9th February 2017

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 2 February 2017

CERTAIN COMPANIES
as Chargors

SANNE FIDUCIARY SERVICES LIMITED
as Security Agent

SUPPLEMENTAL SECURITY DEED
relating to the security agreement dated 11 March 2015 made
between the Original Chargors and the Security Agent

This Deed is entered into subject to the terms of the Subordination Deed and clause 30 (*The Security Agent*) of the Facility Agreement



Freshfields Bruckhaus Deringer

Freshfields Bruckhaus Deringer LLP
65 Fleet Street
London EC4Y 1HS

CONTENTS

CLAUSE	PAGE
1. INTERPRETATION.....	2
2. COVENANT TO PAY AND CONFIRMATION OF SECURITY	6
3. CREATION OF SECURITY	7
4. INCORPORATION OF THE ORIGINAL DEBENTURE	9
5. RESTRICTIONS ON DEALINGS.....	10
6. PARTIAL INVALIDITY	10
7. CHANGES TO PARTIES	10
8. NOTICES.....	11
9. COUNTERPARTS	11
10. GOVERNING LAW AND JURISDICTION	11
SCHEDULE 1 CHARGORS	13
SCHEDULE 2 SECURITY ASSETS.....	14
SCHEDULE 3 NOTICE FOR ACCOUNTS	19
SCHEDULE 4 NOTICE FOR INSURANCE POLICIES	23
SCHEDULE 5 NOTICE FOR ASSIGNED AGREEMENTS	26
SCHEDULE 6 FORM OF DEED OF ACCESSION	28

THIS DEED is made on 2 February 2017

BETWEEN:

- (1) **THE COMPANIES** listed in Schedule 1 as chargors (each a *Chargor*); and
- (2) **SANNE FIDUCIARY SERVICES LIMITED** for itself and as agent and trustee for each of the other Secured Parties as defined in the Original Debenture (as defined below) (the *Security Agent*).

WHEREAS:

- (A) The Chargors entered into the Original Debenture in connection with the Facility Agreement.
- (B) Pursuant to the Original Debenture, each Chargor created Security over certain of its assets as security for the payment and discharge of the Secured Obligations.
- (C) The Facility Agreement is to be amended on the terms of the Amendment Agreement.
- (D) The Chargors and the Security Agent consider that the Security created under the Original Debenture secures the payment of the Secured Obligations but enter into this Deed in case for any reason it does not.
- (E) This Deed is confirmatory and supplemental to the Original Debenture and, to the extent that there is any doubt as to whether the Security created by the Original Debenture secures all of the Secured Obligations, the Chargor agrees to create new Security as set out in Clause 3 (*Creation of Security*) below.
- (F) Notwithstanding the foregoing, the Security Agent shall be entitled to enforce the Security created under this Deed instead of, or as well as, the Security created under any Transaction Document.
- (G) The board of directors of each Chargor is satisfied that it is in the best interests, and for the benefit, of each Chargor to enter into this Deed.
- (H) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed, including the recitals, unless the context otherwise requires, words and expressions defined in the Original Debenture (whether expressly or by reference to another document and as such document is amended from time to time) shall have the same meaning when used in this Deed with references to "this Agreement" being treated as references to this Deed and references to the "Finance Documents" being construed to include a reference to this Deed. In addition, the following words and expressions shall have the following meanings:

Amendment Agreement means the agreement dated on or around the date of this Deed amending and supplementing the Facility Agreement.

Accession Document means a deed of accession substantially in the form set out in Schedule 6 (*Form of Deed of Accession*) (or such other form as the Security Agent and the Borrower may approve).

Account means a Collection Account, an Equity Cure Account or a Mandatory Prepayment Account and all Related Rights.

Assigned Agreements means any agreement specified as such in Part D of Schedule 2 (*Security Assets*) and any other agreement designated as an Assigned Agreement by the Security Agent and the Borrower and (in each case) all Related Rights.

Collection Account means, in relation to a Chargor:

- (a) any of its accounts specified as such in Part C of Schedule 2 (*Security Assets*) and all Related Rights; and
- (b) any other account opened or maintained by it (other than an Equity Cure Account or a Mandatory Prepayment Account and including any replacement account or subaccount of such account) and all Related Rights.

Equity Cure Account means, in relation to a Chargor:

- (a) any of its accounts specified as such in Part C Schedule 2 (*Security Assets*) and all Related Rights; and
- (b) any other account so designated by a Chargor and the Security Agent and all Related Rights.

Facility Agreement means the facility agreement dated 11 March 2015 between, among others, Kinaxia Transport and Warehousing Limited as Borrower and Sanne Fiduciary Services Limited as Facility Agent and Security Agent, as amended and supplemented from time to time including on or about the date of this Deed.

Group Shares means, in relation to a Chargor, the shares in any member of the Group owned legally or beneficially by it or held by the Security Agent or any nominee on its behalf (including the shares identified in respect of that Chargor in Part B of Schedule 2 (*Security Assets*) (if any)) or in Part B of the schedule to any Accession Document) and all Related Rights.

Intellectual Property means (i) any patents, trade marks, service marks, designs, logos, trade names, domain names, copyrights (including rights in computer software), database rights, semi-conductor topography rights, utility models, rights in designs, rights in get up, rights in inventions, rights in know-how, moral rights and other intellectual property rights and interests (which may now or in the future subsist), in each case whether registered or unregistered, and (ii) the benefit of all applications and all rights to use such assets (which may now or in the future subsist) and **registered** includes registrations and applications for registration, including (without limitation) the Specified Intellectual Property.

Mandatory Prepayment Account means, in relation to a Chargor:

- (a) any of its accounts specified as such in Part C of Schedule 2 (*Security Assets*) and all Related Rights; and
- (b) any other account so designated by a Chargor and the Security Agent and all Related Rights.

Original Debenture means the security agreement between the Original Chargors (as defined therein) and the Security Agent dated on or about 11 March 2015.

Real Property means, in relation to a Chargor:

- (a) any freehold, leasehold, licence or other interest in any immovable property (including, in Scotland, any heritable property or the tenant's interest in any property held under a long lease) belonging to that Chargor (including the property identified in respect of that Chargor in Schedule 2 (*Security Assets*) or in Part A of the schedule to any Accession Document (if any)) and all Related Rights; and
- (b) any buildings, trade and other fixtures or fittings forming part of such property and all Related Rights.

Security Period means the period beginning on the date of this Deed and ending on the date upon which:

- (a) none of the Secured Parties is under any obligation (whether actual or contingent) to make advances or provide other financial accommodation to the Borrower under any of the Finance Documents; and
- (b) all Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

Short Lease Interest means the leasehold interests comprising the Short Term Leases.

Specified Intellectual Property means, in relation to a Chargor, the Intellectual Property identified in Part E of Schedule 2 (*Security Assets*) or in Part E of the schedule to any Accession Document and any other Intellectual Property notified to the Security Agent pursuant to clause 15.2 (*Other undertakings*) of the Original Debenture and (in each case) all Related Rights.

1.2 Construction

- (a) The provisions of clause 1.2 (*Construction*) of the Facility Agreement shall apply to this Deed as if set out in full, with references to "this Agreement" being treated as references to this Deed and references to the "Finance Documents" and the "Transaction Documents" being construed to include a reference to this Deed.
- (b) References to Clauses and Schedules are to clauses and schedules of this Deed unless otherwise stated.
- (c) If the Security Agent considers that an amount paid to a Finance Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise then the Security and the liability of the Chargor under this Deed shall continue and that amount will not be considered to have been irrevocably paid for the purposes of this Deed.

- (d) Without prejudice to this Clause 1.2 or any other term of construction incorporated as a term of or otherwise set out in this Deed, the term Finance Document includes all amendments and supplements (however fundamental) including any extension of Liabilities, any increase in the amount of the Loan, or the introduction of any additional Liabilities within any such document (including those contemplated by the Amendment Agreement).
- (e) The Original Debenture shall continue in full force and effect.
- (f) This Deed is a Transaction Security Document and a Finance Document for the purposes of the Facility Agreement.

1.3 Third parties

The terms of this Deed may only be enforced by a party to it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

1.4 Incorporation of terms of construction

- (a) Clauses 1.2 (*Construction*) and 1.3 (*Trustee Act 1925 and Trustee Act 2000*) of the Original Debenture shall apply to this Deed as if set out in full, with:
 - (i) references to “this Agreement” being treated as references to this Deed and references to the “Finance Documents” being construed to include a reference to this Deed; and
 - (ii) defined terms used in the those provisions which are otherwise defined in this Deed having the meaning given to them in this Deed.

1.5 Additional provisions relating to Security

- (a) All the Security created under this Deed:
 - (i) is created and granted in case the Security created by the Original Debenture does not secure all of the Secured Obligations;
 - (ii) is created and granted in addition to and does not affect the Security created by the Original Debenture;
 - (iii) is created and granted by each Chargor as beneficial owner of its assets;
 - (iv) is created and granted in favour of the Security Agent;
 - (v) is created and granted over the present and future assets of each Chargor;
 - (vi) is a continuing security for the payment, discharge and performance of all of the Secured Obligations and will extend to the ultimate balance of all sums payable under the Finance Documents regardless of any intermediate discharge in whole or in part; and
 - (vii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 but in each case so that the covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 in

relation to such mortgage, charge or assignment are construed with the omission of:

- (A) the words “other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about” in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994; and
- (B) section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994.

2. COVENANT TO PAY AND CONFIRMATION OF SECURITY

2.1 Covenant to Pay

- (a) Each Chargor, as primary obligor and not merely as surety or guarantor, covenants with, and undertakes to, the Security Agent that it will pay or discharge promptly on demand the Secured Obligations on the date(s) on which such Secured Obligations are expressed to become due and in the manner provided for in the relevant Finance Document.
- (b) Each Chargor acknowledges to the Security Agent that the amount secured by this Deed and in respect of which this Deed and the security hereby created is enforceable is the full amount of the Secured Obligations.

2.2 Confirmation of Security

Notwithstanding any amendment made to the Finance Documents and any new Security created pursuant to this Deed, each Chargor hereby expressly:

- (a) acknowledges the terms of and confirms its acceptance of the amendments to the Finance Documents effected pursuant to the terms of the Amendment Agreement;
- (b) confirms and acknowledges that the obligations of the Obligors arising under or in connection with the Finance Documents as amended by the Amendment Agreement are included in the obligations and liabilities that are guaranteed or otherwise secured by each Chargor under or pursuant to the Original Debenture notwithstanding the imposition of any amended, new or more onerous obligations under the Finance Documents as amended by the Amendment Agreement;
- (c) confirms and acknowledges that the rights and powers of the Secured Parties and the Security Agent under or pursuant to the Original Debenture continue in full force and effect notwithstanding the amendments to the Finance Documents effected by the Amendment Agreement; and
- (d) confirms and acknowledges that the guarantees, covenants, indemnities, undertakings and Security created by each Chargor, and the other obligations of each Chargor, under or pursuant to the Original Debenture:
 - (i) extend and were always intended to extend to the future obligations of the Obligors and Debtors including, without limitation, those obligations of the Obligors and Debtors under the Finance Documents (as amended by the Amendment Agreement); and

- (ii) continue and shall continue in full force and effect as a continuing security for the obligations of the Obligors under the Finance Documents (as amended by the Amendment Agreement) and the other Secured Obligations.

3. CREATION OF SECURITY

3.1 Legal Mortgage

Each Chargor charges and agrees to charge in favour of the Security Agent by way of first legal mortgage:

- (a) the Real Property in England or Wales vested in it on the date of this Deed (or in the case of an Additional Chargor, the date of the Accession Document by which it becomes an Additional Chargor) save for the Short Lease Interests; and
- (b) the Group Shares and any other shares forming part of the Investments belonging to it on the date of this Deed (or in the case of an Additional Chargor, the date of the Accession Document by which it becomes an Additional Chargor).

3.2 Fixed charge

Each Chargor charges and agrees to charge in favour of the Security Agent by way of first fixed charge all its rights, title and interest from time to time in and to:

- (a) the Real Property (to the extent not the subject of a mortgage under Clause 3.1 (*Legal Mortgage*) above and save for the Short Lease Interests);
- (b) the Investments (to the extent not the subject of a mortgage under Clause 3.1 (*Legal Mortgage*) above);
- (c) the Plant and Machinery;
- (d) the Accounts;
- (e) to the extent not effectively assigned under Clause 3.3 (*Assignments*) below, the Insurance Policies and the Assigned Agreements to which it is party;
- (f) any goodwill and rights in relation to its uncalled capital;
- (g) the benefit of all consents and agreements held by it in connection with the use of any of its assets;
- (h) the Intellectual Property;
- (i) any beneficial interest, claim or entitlement of it to any assets of any pension fund; and
- (j) the Monetary Claims.

3.3 Assignments

Subject to Clause 3.5(c) (*General provisions relating to Security*) below, each Chargor assigns and agrees to assign by way of security, absolutely and unconditionally, to the Security Agent all its rights, title and interest from time to time in and to:

- (i) the Insurance Policies; and
- (ii) each Assigned Agreement to which it is a party.

3.4 Floating charge

- (a) Each Chargor charges in favour of the Security Agent by way of first floating charge all its present and future undertaking and assets of whatever type and wherever located (including any assets expressed to be charged pursuant to Clause 3.2 (*Fixed Charge*) or assigned by Clause 3.3 (*Assignment*)) other than the Excluded Shares.
- (b) The floating charge created by each Chargor pursuant to paragraph (a) of this Clause 3.4 shall be deferred in point of priority to all other Security that is a mortgage, an assignment or a fixed charge but shall rank in priority to any other security interest created by any Chargor after the date of this Deed.
- (c) The floating charge created by each Chargor pursuant to paragraph (a) of this Clause 3.4 is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Deed.

3.5 General provisions relating to Security

- (a) This Clause 3 is without prejudice to Clause 2 (*Covenant to Pay and Confirmation of Security*).
- (b) Where this Deed purports to create first-ranking Security, that Security will be second ranking Security taking effect subject only to the equivalent Security created by the Original Debenture until such time as and to the extent that the relevant Security created by the Original Debenture ceases to have effect.
- (c) Where a right or asset has been assigned (subject to a proviso for a re-assignment on redemption) under the Original Debenture and the same asset or right is expressed to be assigned again under this Deed, that second assignment will (so far as permitted by applicable law) take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant Security created by the Original Debenture ceases to have effect at a time when this Deed still has effect. At such time as the Security created by the Original Debenture ceases to have effect, and immediately following a request from the Security Agent, each Chargor shall give notice of assignment to the relevant counterparty in substantially the form set out in Schedule 4 (*Notice for Insurance Policies*) or Schedule 5 (*Notice for Assigned Agreements*) in each case to the Original Debenture, as appropriate, *mutatis mutandis*.

3.6 Prohibition on Charging

- (a) The security created pursuant to clause 3.1 and clause 3.2 shall not apply to any leasehold property held by a Chargor under a lease which prohibits either absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its leasehold interest (a "**Lease with Consent**") until the until the relevant consent, condition or waiver has been satisfied or obtained. To the extent a Chargor holds a Lease with Consent:
 - (i) the Chargor undertakes to apply for the relevant consent or waiver of prohibition within 14 days of the date of this Deed or, if later, 14 days from

the date of acquisition of such property and, in respect of any lease which provides a relevant third party will not unreasonably withhold its consent to charging, to use its best endeavours to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations and to provide the Security Agent with a copy of any relevant consent or waiver as soon as practicable ; and

- (ii) immediately upon receipt of the relevant waiver or consent, the Lease with Consent shall stand charged to the Security Agent under clause 3.1 and/or clause 3.2 and the relevant Chargor shall:
 - (A) as soon as reasonably practicable (and in any event not more than ten Business Days) following such request by the Security Agent and at the cost of the relevant Chargor, execute and deliver to the Security Agent a legal mortgage of that Lease with Consent (in form and substance satisfactory to the Security Agent) in favour of the Security Agent in any form (consistent with this Deed and containing terms no more onerous than are contained herein) as the Security Agent may reasonably require;
 - (B) if the title to that Real Property is registered at the Land Registry or required to be so registered, make (as applicable) a due application for registration of that Chargor as proprietor of the Lease with Consent and of the Security Agent as proprietor of any legal mortgage entered into pursuant to this Deed or paragraph (A) above; and
 - (C) in any event take all necessary steps for the noting of the Transaction Security in the relevant register of title at the Land Registry

4. INCORPORATION OF THE ORIGINAL DEBENTURE

- (a) Subject to paragraphs (b) and (c) below, clauses 4 (*Conversion of Floating Charge*) to 27 (*Miscellaneous*) of the Original Debenture shall apply as between each Chargor and the Security Agent as if repeated and set out in full herein, *mutatis mutandis* and with:
 - (i) references to “this Agreement” being treated as references to this Deed and references to the “Finance Documents” being construed to include a reference to this Deed;
 - (ii) defined terms used in the those provisions which are otherwise defined in this Deed having the meaning given to them in this Deed; and
 - (iii) any reference to a notice in the form (or substantially in the form) set out in a schedule to the Original Debenture being construed as a reference to the form of notice set out in the relevant Schedule to this Deed.
- (b) Without prejudice to paragraph (a) above, each Chargor makes the representations and warranties expressed to be made by it under clause 8 (*Representations and Warranties*) of the Original Debenture.

- (c) Clause 9.2(a) (*Land Registry*) of the Original Debenture, as repeated and set out in full in this Deed pursuant to paragraph (a) above, shall for the purposes of this Deed be amended to read as follows:

“(a) for registration of the Security Agent as proprietor of any legal mortgage of the Real Property conferred by, or entered into pursuant to, this Deed;”

- (d) Save as required under clauses 11.1 (*Notices*), 13.1 (*Notices*) and 14.1 (*Notices*) of the Original Debenture, where a document has already been provided or an action has been taken under the Original Debenture in each case by a Chargor, it shall be treated as having also been delivered or completed under this Deed on the date of this Deed or on the date of which such document is provided or such action is taken under the Original Debenture (if such document is provided or action is taken after the date of this Deed) and, save where a contrary indication appears, shall not be required to be provided or done again under this Deed.

5. RESTRICTIONS ON DEALINGS

No Chargor may:

- (a) create or permit to subsist any Security on any of the Security Assets; or
- (b) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) assign, charge, transfer or dispose of all or any part of its rights, title and interest in and to the Security Assets,

unless expressly permitted to do so under the Facility Agreement.

6. PARTIAL INVALIDITY

If any provision of this Deed is or becomes invalid, illegal or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability of the remaining provisions in that jurisdiction or of that provision in any other jurisdiction.

7. CHANGES TO PARTIES

7.1 Transfer by the Security Agent

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this Deed to any successor appointed in accordance with the Finance Documents.

7.2 Changes to parties

Each Chargor agrees to be bound by the terms of clause 28 (*Changes to Obligors*) of the Facility Agreement and clauses 14 (*Assignment*) and 15 (*Resignation of a Debtor*) of the Subordination Deed and authorises the Security Agent to execute on its behalf any document the Security Agent may reasonably require or consider necessary or desirable in relation to the creation, perfection or maintenance of the Security and any transfer or assignment contemplated by such provisions.

7.3 Consent of Chargors

Each Chargor consents to members of the Group becoming Chargors as contemplated by the Facility Agreement and irrevocably appoints the Parent as its attorney, with full power of substitution, for the purposes of executing any Accession Document.

7.4 Contemporaneous accession to Original Debenture

- (a) Any member of the Group which becomes a Chargor under this Deed shall (unless otherwise directed in writing by the Security Agent) also become a Chargor under and as defined in the Original Debenture.
- (b) The Parent shall procure that any member of the Group which becomes a Chargor under and as defined in the Original Debenture shall (unless otherwise directed in writing by the Security Agent) at or about the same time become a Chargor under this Deed.

8. NOTICES

Any notice or other communication to be served under or in connection with this Deed shall be made in writing within 14 days of the date of this Deed and, unless otherwise stated, served in person or by post, fax or any electronic method of communication approved by the Security Agent to the relevant party at its address or fax number shown immediately after its name on the signature page of the Facility Agreement or set out in the Accession Document by which it became party hereto or such other address or number notified by it to the other parties to this Deed and, in the case of the Security Agent, marked for the attention of the department or officer where specified.

9. COUNTERPARTS

This Deed may be executed in any number of counterparts, and by each party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

10. GOVERNING LAW AND JURISDICTION

10.1 Governing law

This Deed and any non-contractual obligations arising out of or in relation to this Deed shall be governed by and construed in all respects in accordance with English law.

10.2 Jurisdiction

- (a) All parties agree that the courts of England are (subject to paragraphs (b) and (c) below) to have exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaims) including, without limitation, disputes arising out of or in connection with: (i) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this Deed; and (ii) any non-contractual obligations arising out of or in connection with this Deed. For such purposes each party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction.

- (b) The agreement contained in paragraph (a) is included for the benefit of the Security Agent who shall retain the right to take proceedings in any other courts with jurisdiction and each Chargor irrevocably submits to the jurisdiction of any such court. To the extent permitted by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.
- (c) Each Chargor agrees that a judgment or order of any court referred to in this Clause 10.2 is conclusive and binding and may be enforced against it in the courts of any other jurisdiction.

10.3 Service of Process

- (i) Each Chargor hereby irrevocably and unconditionally agrees that:
 - (A) failure by any process agent to give notice of process served on it shall not impair the validity of such service or of any judgement based on that service; and
 - (B) nothing in this Deed shall affect the right to serve process in any other manner permitted by law.
- (ii) Each Chargor not incorporated in England and Wales shall at all times maintain an agent for service of process and any other documents in proceedings in England or any other proceedings in connection with this Deed. Such agent shall be the Borrower and any claim form, judgment or other notice of legal process shall be sufficiently served on the Chargors if delivered to such agent at its address for the time being. Each Chargor irrevocably undertakes not to revoke the authority of the above agent and if, for any reason, the Security Agent requests the Chargors to do so they shall promptly appoint another such agent with an address in England and advise the Security Agent. If, following such a request, the Chargors fail to appoint another agent, the Security Agent shall be entitled to appoint one on behalf of the Chargors at the expense of the Chargors.

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

SCHEDULE 1

CHARGORS

Name of Chargor	Registration number (or equivalent, if any)
Bay Freight Limited	01506710
Cammack Limited	05983385
Foulger Transport Limited	02462254
GAG57 Limited	03278455
Kinaxia Limited	07466536
Kinaxia Logistics Limited	09445745
Kinaxia Transport and Warehousing Limited	09447448
Lambert Brothers Haulage Limited	00654382
Lambert Brothers Holdings Limited	02195321
N.C. Cammack & Son Limited	00702725
William Kirk Limited	03711044

SCHEDULE 2
SECURITY ASSETS

Part A Real Property

Chargor	Freehold/leasehold	Description	Title number
Bay Freight Limited	Leasehold	Tameside Freight Terminal, Tame Street, Stalybridge, Cheshire SK15 1ST	MAN195548
N.C. Cammack & Son Limited	Leasehold	Unit 22 and Unit 11 Spitfire Drive, Earls Colne Business Park	EX911557
Foulger Transport Limited	Leasehold	Foulgers Yard, Harling Road, Snetterton, NR16 2JU	
Foulger Transport Limited	Leasehold	Roudham Park Industrial estate, East Harling NR16 2SN	NK446394
Foulger Transport Limited	Leasehold	Land and buildings lying to the north of Roudham Road, Harling Road, Norwich	NK446395
Foulger Transport Limited	Leasehold	Warehousing Agreement relating to Units 1, 8, 10 and 12 relating to Camp Farm, Bridgham, Norwich, Norfolk	
Lambert Brothers Holdings Limited	Freehold	Land and buildings on the south side of Wood Side Road (also known as Southern Site)	HP327167 and HP402407

Lambert Brothers Holdings Limited	Freehold	Land and buildings on the north side of Wood Side Road and the south side of Goodwood Road (also known as the Central Site)	HP129511 and HP428209
Lambert Brothers Holdings Limited	Leasehold	Unit 7, Adlington Business Park, Adlington, Macclesfield (SK10 4NL)	CH285865
Lambert Brothers Holdings Limited	Leasehold	Units 10 and 10a, Adlington Industrial Estate, Adlington, Macclesfield (SK10 4NL)	CH296659
William Kirk Limited	Leasehold	Plot 18, Adlington Trading Estate, Adlington, Macclesfield (SK10 4NL)	CH642552

Part B Group Shares

Charger	Group Member	Number and class of shares	Details of nominees holding legal title
Kinaxia Limited	Kinaxia Logistics Limited	10,000 ordinary shares of £0.01	Kinaxia Limited
Kinaxia Logistics Limited	Kinaxia Transport and Warehousing Limited	10,000 ordinary shares of £0.01	Kinaxia Logistics Limited
Kinaxia Transport and Warehousing Limited	Cammack Limited	100,000 ordinary shares of £1	Kinaxia Transport and Warehousing Limited
Kinaxia Transport and Warehousing Limited	N.C. Cammack & Son Limited	100,000 ordinary shares of £1	Kinaxia Transport and Warehousing Limited
Kinaxia Transport and Warehousing Limited	William Kirk Limited	10,000 ordinary shares of £1	Kinaxia Transport and Warehousing

			Limited
Kinaxia Transport and Warehousing Limited	Bay Freight Limited	50,000 ordinary shares of £1	Kinaxia Transport and Warehousing Limited
Kinaxia Transport and Warehousing Limited	Lambert Kirk Limited	50 B ordinary shares of £1	Kinaxia Transport and Warehousing Limited
Kinaxia Transport and Warehousing Limited	Foulger Transport Limited	100 ordinary shares of £1	Kinaxia Transport and Warehousing Limited
Kinaxia Transport and Warehousing Limited	Lambert Brothers Haulage Limited	4,500 ordinary shares of £1 each	Kinaxia Transport and Warehousing Limited
Kinaxia Transport and Warehousing Limited	Lambert Kirk Limited	50 Ordinary A shares of £1 each	Kinaxia Transport and Warehousing Limited
Kinaxia Transport and Warehousing Limited	Gag57 Limited	75,000 Ordinary shares of £1 each	Kinaxia Transport and Warehousing Limited
Kinaxia Transport and Warehousing Limited	Lambert Brothers Holdings Limited	975,000 Ordinary shares of £1 each	Kinaxia Transport and Warehousing Limited
Kinaxia Transport and Warehousing Limited	Lambert Brothers Holdings Limited	57,784 A Ordinary shares of £1 each	Kinaxia Transport and Warehousing Limited
Kinaxia Transport and Warehousing Limited	Lambert Brothers Holdings Limited	173, 227 B Ordinary shares of £1 each	Kinaxia Transport and Warehousing Limited
Kinaxia Transport and Warehousing Limited	Lambert Brothers Holdings Limited	72, 866 C Ordinary shares of £1 each	Kinaxia Transport and Warehousing Limited
Kinaxia Transport and Warehousing Limited	Lambert Brothers Holdings Limited	21, 124 D Ordinary shares of £1 each	Kinaxia Transport and Warehousing Limited
Kinaxia Transport and Warehousing Limited	Lambert Brothers Holdings Limited	54, 167 E Ordinary shares of £1 each	Kinaxia Transport and Warehousing Limited

Part C Accounts

Chargor	Account Bank	Account Number	Sort Code	Description
Bay Freight Limited	Barclays Bank PLC			Collection Account
Bay Freight Limited	Barclays Bank PLC			Collection Account
William Kirk Limited	National Westminster Bank PLC			Collection Account
N.C. Cammack & Son Limited	Barclays Bank PLC			Collection Account
Kinaxia Limited	Barclays Bank PLC			Collection Account
Foulger Transport Limited	Barclays Bank plc			Collection Account
Foulger Transport Limited	Barclays Bank plc			Collection Account
Foulger Transport Limited	Barclays Bank plc			Collection Account
Foulger Transport Limited	Barclays Bank plc			Collection Account
GAG 57 Limited	Barclays Bank plc			Collection Account
GAG 57 Limited	Barclays Bank plc			Collection Account
Lambert Brothers Haulage Limited	National Westminster Bank PLC			
Lambert Brothers Haulage Limited	National Westminster Bank PLC			
Lambert Brothers Holdings Limited	National Westminster Bank PLC			Collection Account
Lambert Brothers Holdings Limited	National Westminster Bank PLC			Collection Account
Lambert Brothers Holdings Limited	National Westminster Bank PLC			Collection Account
Lambert Brothers Holdings Limited	Bank of Scotland			Collection Account

Part D Assigned Agreements

- (a) Warehousing Agreement relating to Camp Farm, Bridgham, Norwich, Norfolk between Paul Rackham Limited and Foulger Transport Limited dated on or about the First Closing Date.
- (b) Licence relating to Rooms 1 and 2 in Woodside House and dated December 2014 (the Licensee and Licensor signed on a difference date) made between (1) Lambert Brothers Holdings Limited and (2) New Hampshire Corporate Limited.
- (c) Licence relating to Rooms 8, 9 and 10 in the office block known as Woodside House dated 28 May 2014/2 June 2014 (the Licensee and Licensor signed on a difference date) and made between (1) Lambert Brothers Holdings Limited and (2) Air and Cargo Services Limited.
- (d) Licence relating to Rooms A and B in the building known as Goodwood House dated 21/16 May 2014 (the Licensee and Licensor signed on a difference date) and made between (1) Lambert Brothers Holdings Limited and (2) lichen Valley Structures Limited
- (e) Licence relating to Unit 3 Woodside Avenue dated 1 November 2014 made between (1) Lambert Brothers Holdings Limited and (2) TT Fabrications Limited.

Part E Specified Intellectual Property

None

Part F The Acquisition Documents

- (a) The acquisition agreement dated on or about the date of this Deed between each of Kevin Johnson, Richard Hawkins, Phil McBean, Nicola Henson and Dylan Kent as sellers and Kinaxia Transport and Warehousing Limited as purchaser in respect of the entire issued capital issued of Panic Transport (Contracts) Limited.
- (b) The acquisition agreement dated on or about 11 March 2015 between Barry John Germany and Thomas Baron as sellers and Kinaxia Transport And Warehousing Limited as purchaser in respect of the entire issued capital issued of Gag57 Limited.
- (c) The acquisition agreement dated 26 March 2015 between, amongst others, Raymond Lambert and Shirley Lambert as sellers and Kinaxia Transport And Warehousing Limited as purchaser in respect of the entire issued capital issued of Lambert Brothers Holdings Limited.

SCHEDULE 3

NOTICE FOR ACCOUNTS

To: [Account Bank]

Copy: Sanne Fiduciary Services Limited as Security Agent

Date: [●]

Dear Sirs,

1. We hereby give you notice that we have charged by way of first fixed charge to [●] (the *Security Agent*) on behalf of certain Secured Parties pursuant to a security agreement (the *Supplemental Security Agreement*) dated [●] entered into by ourselves (as Chargor) (amongst others) in favour of the Security Agent, all of our rights, title and interest in and to all sums of money which may now or in the future be held with you for our account in the accounts identified in the schedule to this notice and to any other accounts from time to time maintained with you by us (the *Accounts*) together with all interest from time to time earned on such sums and the debts represented by such sums and interest.
2. With effect from the date of your receipt of this notice:
 - (a) subject to paragraph (e) below, all sums from time to time standing to the credit of the Accounts should be held to the order of the Security Agent;
 - (b) subject to paragraph (e) below, such sums may only be paid or released in accordance with the written instructions of the Security Agent at any time;
 - (c) the terms and conditions relating to the Accounts designated as “Blocked” may not be amended, varied or waived without the prior written consent of the Security Agent;
 - (d) we are not permitted to withdraw any amount from the Accounts designated as “Blocked” in the schedule to this notice without the prior written consent of the Security Agent; and
 - (e) we are permitted to withdraw or transfer amounts from the Accounts designated as “Not blocked” in the schedule to this notice until such time as the Security Agent provides written notification to you that such permission is withdrawn (and the Security Agent may withdraw or notify this permission in its absolute discretion at any time).
3. You are authorised and instructed, without requiring further approval from us:
 - (a) to pay all monies received by you for the Accounts to (and only to) the credit of the Accounts;
 - (b) to provide the Security Agent with such information relating to the Accounts as it may from time to time request; and

- (c) to comply with the terms of any written notice or instructions in any way relating to, or purporting to relate to, the Supplemental Security Agreement, the sums standing to the credit of the Accounts from time to time or the debts represented by them which you receive at any time from the Security Agent without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction.
- 4. These instructions may not be revoked without the prior written consent of the Security Agent.
- 5. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) to confirm (by way of undertaking in favour of the Security Agent) that:
 - (a) you agree to the terms of this notice and to act in accordance with its provisions;
 - (b) you have not received notice of the interest of any third party in the accounts; and
 - (c) you have not and will not claim, exercise or enforce any security interest, right of set-off, counterclaim or similar right in respect of the Accounts or the debts represented by them without the prior written consent of the Security Agent [or, in relation to the Accounts designated as “Not blocked” in the schedule to this notice, pursuant to the current account netting arrangements previously approved in writing by the Security Agent].
- 6. This notice and any non-contractual obligations arising out of or in relation to this notice shall be governed by, and interpreted in accordance with, English law.

Yours faithfully,

.....
for and on behalf of
[CHARGOR]

Schedule

Account Number	Sort Code	Status
[•]	[•]	[Blocked/ Not blocked ¹]

¹ The Equity Cure Account and Mandatory Prepayment Account will be “blocked” accounts. The Collection Account will not be “blocked”.

[*On acknowledgement copy*]

To: Sanne Fiduciary Services Limited as Security Agent
[*Address*]

Copy to: [CHARGOR]

We acknowledge receipt of the above notice and agree to and confirm the matters set out in it.

.....
for and on behalf of
[*Account Bank*]

Date: [●]

Schedule 4
Notice for Insurance Policies

To: [insurer/insurance broker]

Copy: Sanne Fiduciary Services Limited as Security Agent

Date: [●]

Dear Sirs,

1. Pursuant to a letter from us to you dated on or about [●] (the *Original Notice*) we notified you that we had assigned by way of security to [●] (the *Security Agent*) on behalf of certain Secured Parties pursuant to a security agreement (the *Original Security Agreement*) dated 11 March 2015 entered into by us (amongst others) in favour of the Security Agent, all of our rights, title and interest in and to the insurance policies identified in the schedule to this letter and to any other insurance policies taken out with you by us or on our behalf or under which we have a right to a claim (the *Insurance Policies*).
2. We hereby give you notice that we have also charged by way of a fixed charge in favour of the Security Agent on behalf of certain Secured Parties pursuant to a security agreement (the *Supplemental Security Agreement*) dated [●] 2017 entered into by us (amongst others) all our right title and interest in and to the Insurance Policies (including but not limited to the proceeds thereof). A list of the policies included within the Insurance Policies at the date of this notice is set out in the schedule hereto.
3. We will remain entitled to exercise all of our rights under the Insurance Policies and you should continue to give notices under the Insurance Policies to us, until such time as the Security Agent provides written notification to the contrary. Thereafter:
 - (a) all amounts payable under the Insurance Policies should be paid to the Security Agent or as it directs; and
 - (b) all rights in respect of the Insurance Policies will be exercisable by the Security Agent and notices under the Insurance Policies should be given to the Security Agent or as it directs.
4. You are authorised and instructed (without requiring further approval from us) to provide the Security Agent with such information relating to the Insurance Policies as it may from time to time request.
5. These instructions may not be revoked without the prior written consent of the Security Agent.
6. Please note the interest of the Security Agent on the Insurance Policies and show the Security Agent as loss payee and first priority assignee.
7. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) to confirm (by way of undertaking in favour of the Security Agent) that:

- (a) you agree to the terms of this notice and to act in accordance with its provisions;
 - (b) you have not received notice of the interest of any third party in any of the Insurance Policies;
 - (c) you have noted the interests of the Security Agent on the Insurance Policies;
 - (d) you will not cancel, avoid, release or otherwise allow the Insurance Policies to lapse without giving the Security Agent at least thirty days' prior written notification;
 - (e) you have not and will not claim, exercise or enforce any right of set-off, counterclaim or similar right in respect of the Insurance Policies without the consent of the Security Agent;
 - (f) you will notify the Security Agent of any breach by us of the terms of any Insurance Policy and will allow the Security Agent or the Secured Parties referred to in this notice to remedy that breach; and
 - (g) the Security Agent shall not in any circumstances be liable for the premium in relation to the Insurance Policies (but may elect to pay it).
8. This notice and any non-contractual obligations arising out of or in relation to this notice shall be governed by, and interpreted in accordance with, English law.

Yours faithfully,

.....
for and on behalf of
[CHARGOR]

Schedule

[Details of Insurance Policies to be inserted]

[On acknowledgement copy]

To: Sanne Fiduciary Services Limited as Security Agent
[Address]

Copy to: *[CHARGOR]*

We acknowledge receipt of the above notice and agree to and confirm the matters set out in it.

.....
for and on behalf of
[Insurer]

Date: [●]

Schedule 5
Notice for Assigned Agreements

To: [Counterparty to relevant Assigned Agreement]

Copy: Sanne Fiduciary Services Limited as Security Agent

Date: [●]

Dear Sirs,

1. Pursuant to a letter from us to you dated on or about [●] (the *Original Notice*) we notified you that we had assigned by way of security to [●] (the *Security Agent*) on behalf of certain Secured Parties pursuant to a security agreement (the *Original Security Agreement*) dated 11 March 2015 entered into by us (amongst others) in favour of the Security Agent, all of our rights, title and interest in and to [insert details of relevant Assigned Agreement] (the *Assigned Agreement*).
2. We hereby give you notice that we have also charged by way of fixed charge in favour of the Security Agent on behalf of certain Secured Parties pursuant to a security agreement (the *Supplemental Security Agreement*) dated [●] 2017 entered into by us (amongst others) all our right title and interest in and to the Assigned Agreement (including but not limited to the proceeds thereof).
3. We will remain entitled to exercise all of our rights under the Assigned Agreement and you should continue to give notices under the Assigned Agreement to us, until such time as the Security Agent provides written notification to the contrary. Thereafter, all rights in respect of the Assigned Agreement (including the right to direct payments of amounts due thereunder to another account) will be exercisable by the Security Agent and notices under the Assigned Agreement should be given to the Security Agent or as it directs.
4. You are authorised and instructed (without requiring further approval from us) to provide the Security Agent with such information relating to the Assigned Agreement as it may from time to time request;
5. These instructions may not be revoked without the prior written consent of the Security Agent.
6. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) to confirm (by way of undertaking in favour of the Security Agent) that:
 - (a) you agree to the terms of this notice and to act in accordance with its provisions;
 - (b) [you have not and will not claim, exercise or enforce any right of set-off, counterclaim or similar right in respect of the Assigned Agreement without the consent of the Security Agent;]
 - (c) you have not received notice of the interest of any third party in the Assigned Agreement; and

7. [you will notify the Security Agent of any breach by us of the terms of the Assigned Agreement and will allow the Security Agent or the Secured Parties referred to in this notice to remedy that breach].
8. This notice and any non-contractual obligations arising out of or in relation to this notice shall be governed by, and interpreted in accordance with, English law.

Yours faithfully,

.....
for and on behalf of
[CHARGOR]

[On acknowledgement copy]

To: Sanne Fiduciary Services Limited as Security Agent
[Address]

Copy to: [CHARGOR]

We acknowledge receipt of the above notice and agree to and confirm the matters set out in it.

.....
for and on behalf of
[Counterparty to relevant Assigned Agreement]

Date: [●]

Schedule 6
Form of Deed of Accession

THIS DEED is made on [●]

BETWEEN

- (1) [COMPANY NAME] (a company incorporated in [England and Wales] with registered number [●]) with its registered office at [●] (the *Additional Chargor*);
- (2) [●] for itself and as attorney for each of the other Chargors under and as defined in the Supplemental Security Agreement referred to below (the *Parent*); and
- (3) [●] for itself and as agent and trustee for each of the other Secured Parties under and as defined in the Supplemental Security Agreement referred to below (the *Security Agent*).

WHEREAS

- (A) [The Additional Chargor is a wholly-owned Subsidiary of the Parent.]
- (B) The Parent has entered into a security agreement dated [●] (the *Supplemental Security Agreement*) between, among others, the Parent (as an Original Chargor) and the Security Agent. A copy of the Security Agreement has been provided to the Additional Chargor.
- (C) The Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Supplemental Security Agreement. The Additional Chargor will also, by execution of a separate instrument, become a party to the Facility Agreement (as an Additional Guarantor) and the Subordination Deed (as a debtor and intra-group lender).
- (D) Pursuant to Clause 7.3 (*Consent of Chargors*) of the Supplemental Security Agreement, each Chargor (other than the Parent and the Additional Chargor) has irrevocably appointed the Parent as its attorney, with full power of substitution, for the purposes of executing this Deed.
- (E) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. Interpretation

Terms defined in the Supplemental Security Agreement have the same meaning in this Deed (including the recitals) unless given a different meaning in this Deed. This Deed is a Finance Document and a Transaction Security Document.

2. Accession

With effect from the date of this Deed, the Additional Chargor:

- (a) shall become a party to the Supplemental Security Agreement in the capacity of a Chargor; and
- (b) shall be bound by, and shall comply with, all of the terms of the Supplemental Security Agreement which are expressed to be binding on a Chargor,

in each case, as if it had always been a party to the Supplemental Security Agreement as a Chargor.

3. Creation of Security

3.1 Legal mortgages

The Additional Chargor charges and agrees to charge in favour of the Security Agent by way of first legal mortgage:

- (a) the Real Property (including, without limitation, the properties referred to in the Schedule (*Security Assets*) of this Deed) in England or Wales vested in it on the date of this Deed; and
- (b) the Group Shares and any other shares forming part of the Investments belonging to it on the date of this Deed (including, without limitation, the shares referred to in the Schedule (*Security Assets*) of this Deed).

3.2 Fixed charges

The Additional Chargor charges and agrees to charge in favour of the Security Agent by way of first fixed charge all its rights, title and interest from time to time in and to:

- (a) to the extent not the subject of a mortgage under Clause 3.1 (*Legal mortgages*) above, the Real Property (including, without limitation, the properties referred to in the Schedule (*Security Assets*) of this Deed);
- (b) to the extent not the subject of a mortgage under Clause 3.1 (*Legal mortgages*) above, the Investments (including, without limitation, the shares referred to in the Schedule (*Security Assets*) of this Deed);
- (c) the Plant and Machinery;
- (d) the Accounts (including, without limitation, the accounts referred to in the Schedule (*Security Assets*) of this Deed);
- (e) to the extent not effectively assigned under Clause 3.3 (*Assignments*), the Insurance Policies and the Assigned Agreements to which it is party (including, without limitation, the agreements referred to in the Schedule (*Security Assets*) of this Deed);
- (f) any goodwill and rights in relation to its uncalled capital;
- (g) the benefit of all consents and agreements held by it in connection with the use of any of its assets;

- (h) the Intellectual Property (including, without limitation, the intellectual property referred to in the Schedule (*Security Assets*) of this Deed);
- (i) any beneficial interest, claim or entitlement of it to any assets of any pension fund; and
- (j) the Monetary Claims.

3.3 Assignments

The Additional Chargor assigns and agrees to assign by way of security, absolutely and unconditionally, to the Security Agent all its rights, title and interest from time to time in and to:

- (a) the Insurance Policies; and
- (b) the Assigned Agreements (including, without limitation, any agreements referred to in the Schedule (*Security Assets*) of this Deed) to which it is a party.

3.4 Floating charge

- (a) The Additional Chargor charges in favour of the Security Agent by way of first floating charge all its present and future undertaking and assets of whatever type and wherever located.
- (b) The floating charge created by the Additional Chargor pursuant to paragraph (a) of this Clause 3.4 shall be deferred in point of priority to all other Security that is a mortgage, an assignment or a fixed charge but shall rank in priority to any other security interest created by any Chargor after the date of this Deed.
- (c) The floating charge created by the Additional Chargor pursuant to paragraph (a) of this Clause 3.4 is a “qualifying floating charge” for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Agreement.

3.5 Additional provisions relating to Security

- (a) Paragraphs (b) to (e) below (inclusive) apply without prejudice to the generality of Clause 2 (*Accession*) of this Deed.
- (b) All Security:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over the present and future assets of the Additional Chargor; and
 - (iii) is a continuing security for the payment, discharge and performance of all of the Secured Obligations and will extend to the ultimate balance of all sums payable under the Finance Documents regardless of any intermediate discharge in whole or in part; and

- (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 but in each case so that the covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 in relation to such mortgage, charge or assignment are construed with the omission of:
 - (A) the words “other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about” in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994; and
 - (B) section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) If the Additional Chargor purports to mortgage, assign or charge (absolutely or by way of first fixed mortgage or charge) an asset under this Deed and such mortgage, assignment or fixed charge is prohibited by a term of an agreement binding on the Additional Chargor in respect of that asset because the consent of a person (other than a member of the Group) has not been obtained:
 - (i) the Additional Chargor shall promptly notify the Security Agent;
 - (ii) subject to paragraph (iv) below, the relevant mortgage, assignment or fixed charge hereunder will extend to (to the extent no breach of the relevant agreement would occur) the Related Rights in respect of that asset but will exclude the asset itself;
 - (iii) unless the Security Agent otherwise requires, the Additional Chargor shall use all reasonable endeavours to obtain the consent of the relevant person or otherwise to overcome such prohibition to such mortgage, assignment or charge for a period of three months from the date such consent was applied for and subsequently as the Security Agent may request (acting reasonably) from time to time (in which case the Additional Chargor shall use all reasonable endeavours to obtain the consent of the relevant person or otherwise to overcome such prohibition to such mortgage, assignment or charge for a period of three months from the date such consent was applied for following the request of the Security Agent provided that the Security Agent may subsequently again at any time make such request (acting reasonably) and such three month period shall recommence each time the Security Agent makes such request) and, if obtained, shall promptly provide a copy of that consent to the Security Agent, provided that the Additional Chargor shall not be obliged to instigate litigation proceedings or take any equivalent action against the relevant party; and
 - (iv) forthwith upon receipt of the relevant consent, the relevant asset shall become subject to the Security in favour of the Security Agent under this Deed and the Supplemental Security Agreement.

- (d) The Security Agent holds the benefit of this Deed for itself and on trust for each of the other Secured Parties.
- (e) The fact that the details of any assets in the Schedule to this Deed are incorrect or incomplete shall not affect the validity or enforceability of this Deed or the Supplemental Security Agreement in respect of the assets of the Additional Chargor.

4. Representations and Warranties

The Additional Chargor makes the representations and warranties to each Secured Party as set out in clause 8 (*Representations and warranties*) of the Original Debenture.

5. Relationship between this Deed and the Supplemental Security Agreement

With effect from the date of this Deed:

- (a) the Supplemental Security Agreement shall be read and construed for all purposes as if the Additional Chargor had been an original party to the Supplemental Security Agreement in the capacity of Chargor and so that all of the provisions, rights, obligations and liabilities of, under or in connection with, the Supplemental Security Agreement apply to it in that capacity (but so that the Security created on this accession shall be created on the date of this Deed);
- (b) the provisions of the Supplemental Security Agreement which are expressed to apply to the Security Agent, any Secured Party, any Receiver or any other person shall apply to this Deed as if set out in full in it except that references to the Supplemental Security Agreement shall include this Deed;
- (c) any reference in the Supplemental Security Agreement to “this Deed” and similar phrases shall include this Deed and all references in the Supplemental Security Agreement to any relevant schedule to the Supplemental Security Agreement (or any part of it) shall include a reference to the Schedule (Security Assets) to this Deed (or relevant part of it);
- (d) the Parent, for itself and as agent for each of the other Chargors under the Supplemental Security Agreement, agrees to all matters provided for in this Deed and
- (e) without prejudice to the generality of the forgoing, Clauses 3.5 (*General provisions relating to Security*), 4(c) (*Incorporation of the Original Debenture*) and 4(d) (*Incorporation of the Original Debenture*) of the Supplemental Security Agreement shall apply to this Deed as if set out in full.

6. Restrictions on dealings

No Chargor may:

- (a) create or permit to subsist any Security on any of the Security Assets; or
- (b) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) assign, charge, transfer or dispose of all or any part of its rights, title and interest in and to the Security Assets,

unless expressly permitted to do so under the Facility Agreement.

7. Governing Law

This Deed and any non-contractual obligations arising out of or in connection with this Deed shall be governed by, and construed in accordance with, English law.

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

Schedule Security Assets

Part A Real Property

Freehold/leasehold	Description	Title number
[•]	[•]	[•]

Part B Group Shares

Group Member	Number and class of shares	Details of nominees holding legal title
[•]	[•]	[•]

Part C Accounts

Account Bank	Account Number	Sort Code	Description
[•]	[•]	[•]	[•] ²

Part D Assigned Agreements

[Details to be inserted]

Part E Intellectual Property

[Details to be inserted.]

² Specify whether the relevant account is a Collection Account or a Mandatory Prepayment Account.

The Additional Chargor

EXECUTED as a DEED)
by [•])
acting by:)

Director

Director/Secretary

OR

EXECUTED as a DEED)
by [•])
acting by:)

Director:

in the presence of:)
)

Name of witness:
Address:

The Parent

EXECUTED as a DEED)
by [•])
acting by:)

Director

Director/Secretary

OR

EXECUTED as a DEED)
by [•])
acting by:)

Director:

in the presence of:)
)

Name of witness:
Address:

The Security Agent

By: _____)
_____)
_____)

SIGNATURES

The Chargors

EXECUTED as a DEED
by KINAXIA LOGISTICS LIMITED
acting by:

)
)
)


Director:

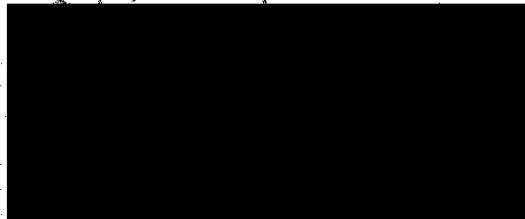
in the presence of:

)
)

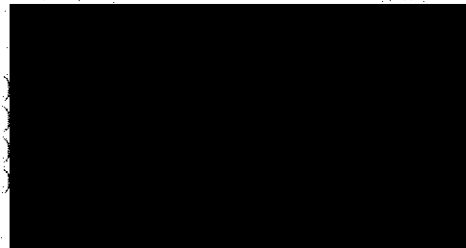

Name of witness:

Address:

Jennifer Cooper



EXECUTED as a DEED
by KINAXIA TRANSPORT AND
WAREHOUSING LIMITED
acting by:

)
)
)


Director:

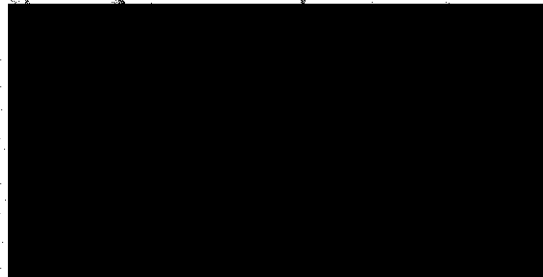
in the presence of:

)
)


Name of witness:

Address:

Jennifer Cooper



EXECUTED as a DEED
by KINAXIA LIMITED
acting by:

)
)
)



Director:

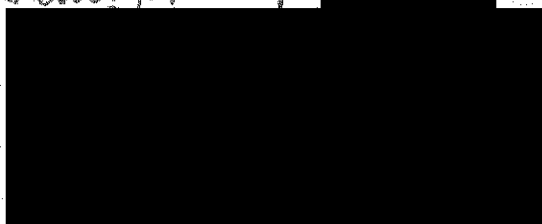
in the presence of:

)
)



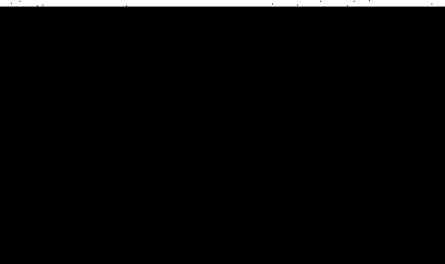
Name of witness:
Address:

Jennifer Cooper



EXECUTED as a DEED
by CAMMACK LIMITED
acting by:

)
)
)



Director:

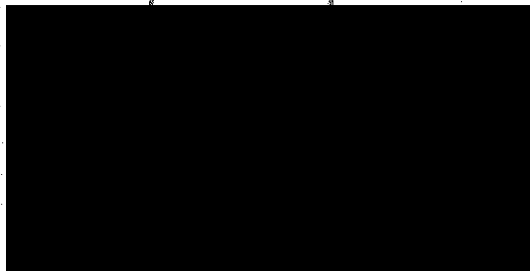
in the presence of:

)
)



Name of witness:
Address:

Jennifer Cooper



EXECUTED as a DEED
by N.C.CAMMACK & SON LIMITED
acting by:



Director:

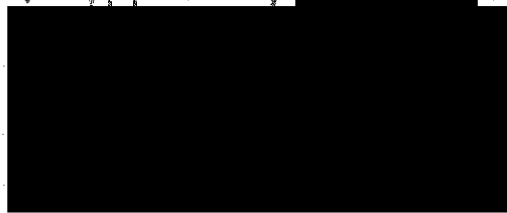
in the presence of:

}

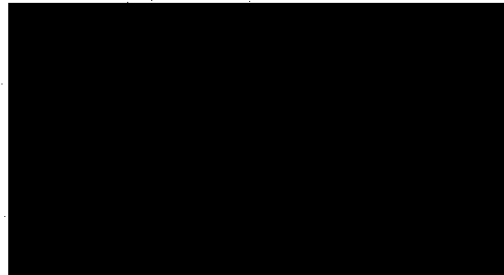


Name of witness:
Address:

Jennifer Cooper



EXECUTED as a DEED
by WILLIAM KIRK LIMITED
acting by:



Director:

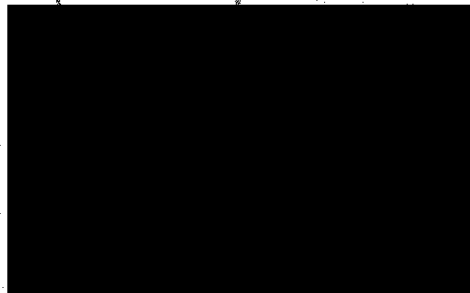
in the presence of:

}



Name of witness:
Address:

Jennifer Cooper



EXECUTED as a DEED
by **BAY FREIGHT LIMITED**
acting by:



Director:

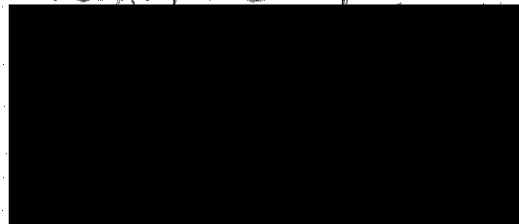
in the presence of:

)

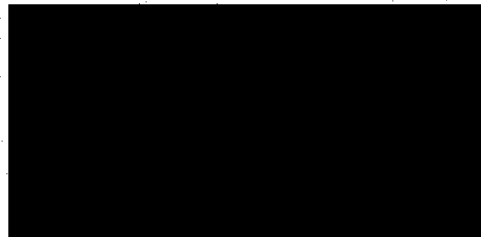


Name of witness:
Address:

Jennifer Cooper



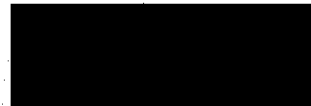
EXECUTED as a DEED
by **FOULGER TRANSPORT LIMITED**
acting by:



Director:

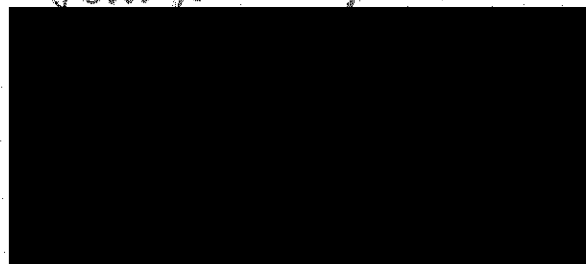
in the presence of:

)



Name of witness:
Address:

Jennifer Cooper



EXECUTED as a DEED
by **GAG57 LIMITED**
acting by:



Director:

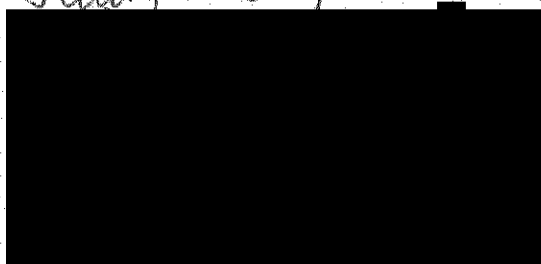
in the presence of:

)

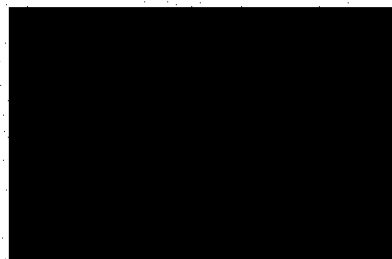


Name of witness:
Address:

Temple Corp



EXECUTED as a DEED
by **LAMBERT BROTHERS HAULAGE**
LIMITED
acting by:



Director:

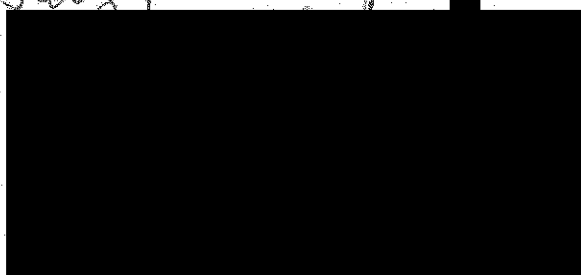
in the presence of:

)



Name of witness:
Address:

Temple Corp



EXECUTED as a DEED
by **LAMBERT BROTHERS HOLDINGS**
LIMITED
acting by:



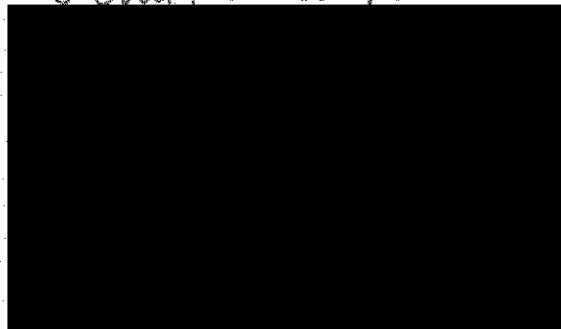
Director:

in the presence of:



Name of witness:
Address:

Jennifer Lopez



The Security Agent

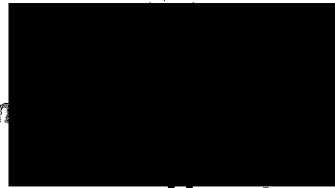
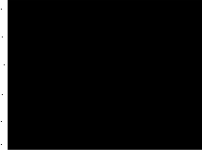
SANNE FIDUCIARY SERVICES LIMITED

By:



Mahen Surnam

Address:



Marc Speight
Authorised Signatory

Fax:

+44 (0) 1534 769770

Email:

sanneagency@sannegroup.com

Attention:

Stephen McKenna