



Registration of a Charge

Company name: **SEMARA INVESTMENTS LIMITED**

Company number: **00862711**

Received for Electronic Filing: **25/02/2014**



X32FRKJM

Details of Charge

Date of creation: **21/02/2014**

Charge code: **0086 2711 0006**

Persons entitled: **LLOYDS BANK PLC**

Brief description:

Contains fixed charge(s).

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

Notification of addition to or amendment of charge.

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:

PINSENT MASONS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 862711

Charge code: 0086 2711 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st February 2014 and created by SEMARA INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th February 2014 .

Given at Companies House, Cardiff on 26th February 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION COPY

DATED 21 FEBRUARY 2014

(1) THE CHARGORS

(2) LLOYDS BANK PLC
(as Security Agent)

DEBENTURE AND GUARANTEE

This Deed is subject to the provisions of the Intercreditor Agreement


Pinsent Masons

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THIS DEED is made on 21 FEBRUARY 2014

BETWEEN:-

- (1) THE COMPANIES whose names and registered offices are set out in Schedule 1 (together with each company which becomes a party to this Deed by executing a Deed of Accession, each a "Chargor" and together the "Chargors"); and
- (2) LLOYDS BANK PLC (the "Security Agent") as agent and trustee for itself and each of the Secured Creditors (as defined below).

THIS DEED WITNESSES as follows:-

1. INTERPRETATION

1.1 Definitions

In this Deed:-

"Account"	means any account opened or maintained by any Chargor at any bank or financial institution
"Additional Debt"	has the meaning given to that term in the Intercreditor Agreement
"Assigned Account"	means any Cash Collateral Account (and any renewal or redesignation of such accounts) and any other Account that may from time to time be agreed by the Security Trustee and the Parent to be an Assigned Account
"Cash Collateral Account"	means, in relation to a Chargor: (a) any account specified as such in Schedule 6 (<i>Details of Accounts</i>) and all Related Rights; and (b) any other account so designated by a Chargor and the Security Agent and all Related Rights
"Charged Property"	means all the assets and undertaking of the Chargors which from time to time are, or purport to be, the subject of the security created in favour of the Security Agent by or pursuant to this Deed
"Debt Documents"	means the meaning given to that term in the Intercreditor Agreement
"Deed of Accession"	means a deed substantially in the form of Schedule 8 (<i>Deed of Accession</i>) executed, or to be executed, by a person becoming a Chargor
"Default Rate"	means the rate specified in Clause 2.3
"Discharge Date"	means the date on which the Security Agent (acting reasonably) is satisfied that all Secured Liabilities have been fully paid and discharged and all Commitments of the Lenders have been cancelled and no Chargors have

any actual or contingent payment obligations under any Debt Documents, subject to Clause 2.2 (*Secured liabilities*)

"Enforcement Event"	means:- <ul style="list-style-type: none">(a) the occurrence of an event of default pursuant to which the Facility Agent exercises any of its rights under Clause 25.20 (<i>Acceleration</i>) of the Facilities Agreement; or(b) a Hedge Counterparty instructs the Security Agent to take Enforcement Action (as defined in the Intercreditor Agreement) pursuant to clause 5.9 or clause 5.10 of the Intercreditor Agreement
"Facility Agent"	has the meaning given to it in the Facilities Agreement
"Facilities Agreement"	means the facilities agreement dated on or about the date of this Deed between, among others, the Parent and the Facility Agent
"Facilities Liabilities"	means any and all present and future sums, liabilities and obligations (actual or contingent and whether owed solely or jointly with any other person or whether as principal or surety) owing, payable or incurred by any Obligor to the Facility Agent, the Security Agent, the Lenders, the Ancillary Lenders and the Arrangers under the Finance Documents together with any Additional Debt relating to such obligations and liabilities
"Finance Documents"	has the meaning given in the Facilities Agreement
"Fixed Plant and Equipment"	means all plant, machinery or equipment of each Chargor of any kind which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building
"Fixtures"	means all things of any kind now or at any time affixed to land for any purpose, including, without limitation, trade and tenants fixtures
"Group"	has the meaning given in the Facilities Agreement
"Guarantee"	means the guarantee provided by each of the Chargors under the terms of Clause 2 and Schedule 12 (<i>Guarantee Provisions</i>)
"Hard Exposure Facility Documents"	has the meaning given to that term in the Facilities Agreement
"Hard Exposure Facilities"	means the corporate credit card, negotiations, currency option, guarantee, bonding or standby letter of credit facilities (or such other facilities or amount agreed by all the Lenders) provided by the HE Provider to the Group
"Hard Exposure"	means any and all present and future sums, liabilities

"Liabilities"	and obligation (actual or contingent and whether owed solely or jointly with any other person or whether as principal or surety) owing, payable or incurred by any Obligor to the HE Provider under the Hard Exposure Facility Documents
"HE Provider"	has the meaning given to that term in the Facilities Agreement
"Hedging Liabilities"	means all present and future liabilities and obligations due, owing or incurred by any Obligor to any Hedge Counterparty under or in connection with the Finance Documents in any currency or currencies, whether actual or contingent, whether incurred solely or jointly with any other person and whether incurred as principal or surety
"Insurances"	means, together with those insurance policies details of which are set out in Schedule 4 (<i>Details of Material Insurances</i>), or in Schedule 3 to any Deed of Accession by which a Chargor becomes a party to this Deed, any policy of insurance or assurance, including, without limitation, each Key-man Policy
"Intellectual Property"	<p>means together with, but not limited to, the intellectual property details of which are set out in Schedule 5 (<i>Details of Intellectual Property</i>), or in Schedule 4 to any Deed of Accession by which a Chargor becomes a party to this Deed, any of the following:-</p> <ul style="list-style-type: none"> (a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above; (b) any invention, copyright, design right or performance right; (c) any trade secrets, know-how and confidential information; and (d) the benefit of any agreement or licence for the use of any such right
"Intercreditor Agreement"	means the intercreditor agreement dated on or about the date of this Deed and made between, among others, the Parent, the Security Agent, the Facility Agent and the Pension Fund Trustees
"Land"	means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "Land" excludes heritable property situated in Scotland

"Loose Plant and Equipment"	means, in relation to each Chargor, all plant, machinery, equipment and motor vehicles now or at any time owned by such Chargor as a capital asset which is not Fixed Plant and Equipment
"LPA"	means the Law of Property Act 1925
"Monetary Claims"	means all book and other debts and monetary claims now or in the future owing to each Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt
"Non-Material Land"	means any land other than that listed in schedule 2 (<i>Details of Land</i>) or schedule 1 of any Deed of Accession
"Notice of Assignment"	means a notice of assignment in substantially the form set out in Schedule 9 (<i>Form of Notice of Assignment of Insurance</i>), Schedule 10 (<i>Form of Notice of Assignment of Accounts</i>), Schedule 11 (<i>Form of Notice of Assignment of Specific Contract</i>) or in such form as may be specified by the Security Agent
"Obligors"	has the meaning given to that term in the Facilities Agreement
"Parent"	means Johnson Service Group plc a public limited company incorporated in England and Wales with registered number 00523335
"Party"	means a party to this Deed
"Pension Fund Trustees"	has the meaning given to that term in the Intercreditor Agreement
"Pension Liabilities"	means any and all present and future sums, liabilities and obligations (actual or contingent, whether owed solely or jointly with any other person and whether as principal or surety) owing, payable or incurred by any Chargor to the Pension Fund Trustees together with all Additional Debt relating to such obligations and liabilities on a joint and several basis
"Permitted Disposal"	has the meaning given to that term in the Intercreditor Agreement
"Permitted Security Interest"	has the meaning given to that term in the original form Facilities Agreement
"Permitted Transaction"	has the meaning given to that term in the original form Facilities Agreement
"Receiver"	means any receiver, receiver and manager or administrative receiver of the whole or any part of the

Charged Property

"Regulations"

means the Financial Collateral Arrangements (No2) Regulations 2003 (S.I. 2003/2336) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and "**Regulation**" means any of them

"Related Rights"

means in relation to any Charged Property:

- (a) the proceeds of sale of any part of that Charged Property;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property; and
- (d) any moneys and proceeds paid or payable in respect of that Charged Property

"Schemes"

has the meaning given to that term in the Intercreditor Agreement

"Secured Creditor "

means the Facility Agent, the Security Agent, the Arrangers, the Lenders, the Hedge Counterparties, the HE Provider, the Ancillary Lenders and the Pension Fund Trustees as the case may be or as the context requires (together the "**Secured Creditors**")

"Secured Liability"

means the Facilities Liabilities, the Hedging Liabilities, the Hard Exposure Liabilities and the Pension Liabilities (together the "**Secured Liabilities**")

"Securities"

means all the right, title and interest of a Chargor, now or in the future, in any:-

- (a) stocks, shares, bonds, Deeds, loan stocks, or other securities issued by any person;
- (b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, Deeds, loan stocks or other securities or investments issued by any person; and
- (c) units or other interests in any unit trust or collective investment scheme,

other than the Shares

"Security Agent"

includes the Security Agent's successors in title and any successor appointed in accordance with the Security Documents

"Security"	means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect
"Shares"	means all of the shares in the capital of each of the companies specified in Schedule 3 (<i>Details of Shares</i>) and any Shares in the capital of any other member of the Group owned by any Chargor or held by any nominee on behalf of any Chargor at any time, or in Schedule 2 to any Deed of Accession by which a Chargor becomes a party to this Deed, held by, to the order of or on behalf of, any Chargor at any time
"Specific Contracts"	means those contracts listed in Schedule 7 (<i>Details of Specific Contracts</i>) and such other contracts in which a Chargor has an interest as may be agreed from time to time between the Chargors and the Security Agent and any agreement specified in Schedule 5 to any Deed of Accession by which a Chargor becomes a party to this Deed
"Transaction Security Documents"	has the meaning given in the Intercreditor Agreement
"Transaction Security"	means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents

1.2 Incorporation of terms

Unless the context otherwise requires or unless defined in this Deed, all words and expressions defined or whose interpretation is provided for in the Facilities Agreement shall have the same meanings in this Deed.

1.3 Construction

Unless a contrary indication appears, a reference in this Agreement to:-

- 1.3.1 the **"Facility Agent"**, the **"Arranger"**, any **"Finance Party"**, any **"Hedge Counterparty"**, any **"Pension Fund Trustee"**, any **"HE Provider"**, any **"Lender"**, any **"Obligor"**, any **"Party"**, any **"Secured Party"**, the **"Security Agent"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;
- 1.3.2 a document in **"agreed form"** is a document which is previously agreed in writing by or on behalf of the Company and the Facility Agent or, if not so agreed, is in the form specified by the Facility Agent;
- 1.3.3 **"assets"** includes present and future properties, revenues and rights of every description;
- 1.3.4 a **"Finance Document"** or a **"Transaction Document"** or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated or (if agreed by the Company and the Facility Agent) replaced;

- 1.3.5 "guarantee" means (other than in Clause 2.1 (*Guarantee and Indemnity*) or schedule 12 (*Guarantee provisions*)) any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
- 1.3.6 "indebtedness" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.3.7 a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- 1.3.8 a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- 1.3.9 a provision of law is a reference to that provision as amended or re-enacted; and
- 1.3.10 a time of day is a reference to London time.
- 1.3.11 Section, Clause and Schedule headings are for ease of reference only.
- 1.3.12 Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.
- 1.4 Unless the context otherwise requires, a reference to a "Debt Document" or any other agreement or instrument is a reference to that Debt Document or other agreement or instrument as amended, novated, supplemented, restated or replaced (however fundamentally) and includes any increase in, extension of, or change to, any facility made available under that Debt Document or other agreement or instrument and includes any increase in, extension of or change to any facility made available under that Debt Document or other agreement or instrument.
- 1.5 **No conflict**

Where there is a conflict in this Deed with the terms of the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail.
- 1.6 **Acknowledgement**

Each Chargor acknowledges that the Security Agent enters into this Deed for itself and as trustee for the Secured Creditors who shall be entitled to the full benefit of this Deed.
- 1.7 **Effect as a deed**

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Agent.

1.8 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.9 Third party rights

1.9.1 Unless expressly provided to the contrary in this Deed a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Act") to enforce or enjoy the benefit of any term of this Deed.

1.9.2 Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

2. GUARANTEE AND COVENANT TO PAY

2.1 Guarantee and indemnity

In accordance with the provisions of Schedule 12 each Chargor jointly and severally and irrevocably and unconditionally:

2.1.1 guarantees to each Secured Creditor punctual performance by each Chargor of all its obligations under the Debt Documents;

2.1.2 undertakes with each Secured Creditor that, whenever a Chargor does not pay any amount when due under or in connection with any Debt Document, that Chargor must immediately on demand by the Security Agent pay that amount as if it were the principal obligor; and

2.1.3 indemnifies each Secured Creditor immediately on demand against any cost, loss or liability suffered by that Secured Creditor if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal; the amount of the cost, loss or liability under this indemnity will be equal to the amount the Secured Creditor would otherwise have been entitled to recover.

2.2 Secured Liabilities

Each Chargor covenants that it will on demand of the Security Agent pay and discharge any or all of the Secured Liabilities when due.

2.3 Interest

Each Chargor covenants to pay interest to the Security Agent upon any sum demanded in accordance with Clause 2.2 (*Secured Liabilities*) until payment (both before and after any judgment) at two per cent. above the rate applicable to that sum immediately before demand (or, if there was no such applicable rate, at two per cent. above the Security Agent's base rate).

3. CHARGES

3.1 Mortgages and Fixed Charges

As a continuing security for payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Security Agent all its right, title and interest from time to time in each of the following assets:-

- 3.1.1 by way of first legal mortgage all Land which is described in Schedule 2 or in Schedule 1 to any Deed of Accession by which a Chargor becomes party to this Deed and all other Land now vested in any Chargor;
- 3.1.2 by way of first fixed charge all other Land now vested in any Chargor (to the extent not effectively charged by Clause 3.1.1) and all Land acquired by any Chargor after the date of this Deed;
- 3.1.3 by way of equitable mortgage or (if or to the extent that this Deed does not take effect as a mortgage) by way of first fixed charge the Shares;
- 3.1.4 by way of first fixed charge:-
 - (a) the Securities;
 - (b) the Intellectual Property;
 - (c) the Monetary Claims;
 - (d) the Fixed Plant and Equipment;
 - (e) the Loose Plant and Equipment;
 - (f) the Accounts (other than the Assigned Accounts);
 - (g) the Related Rights under or in connection with the Shares, the Securities, the Accounts (other than the Assigned Accounts), the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment;
 - (h) to the extent not assigned or effectively assigned by Clause 3.3 (*Assignments*), the Specific Contracts, the Insurances, the Accounts and other agreements and all Related Rights in respect of such Charged Property; and
 - (i) its present and future goodwill and uncalled capital.

3.2 Floating Charge

As continuing security for payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Security Agent by way of first floating charge the whole of such Chargor's undertaking and assets, present and future and wherever situated, which are not for any reason effectively charged or assigned (whether in law or equity) by way of fixed security by this Deed, including, without limitation, any heritable property of such Chargor situated in Scotland.

3.3 Assignments

As continuing security for payment and discharge of the Secured Liabilities, each Chargor with full title guarantee assigns absolutely in favour of the Security Agent, but subject to the right of such Chargor to redeem such assignment upon the full payment or discharge of the Secured Liabilities, its right, title and interest from time to time in each of the following assets:-

- 3.3.1 the Specific Contracts;
- 3.3.2 the Insurances;
- 3.3.3 the Assigned Accounts; and

- 3.3.4 all rights under any agreement to which it is a party and which is not mortgaged or charged under Clause 3.1 (*Mortgages and Fixed Charges*),

together with all Related Rights in respect of such Charged Property, provided that each Chargor is entitled until the occurrence of an Enforcement Event to exercise all rights assigned under this Clause 3.3 (*Assignments*) (subject to the terms of the Finance Documents) and the Security Agent will reassign any such rights to the extent necessary to enable such Chargor to do so.

3.4 Trust

If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the relevant Chargor shall hold it on trust for the Security Agent.

3.5 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by this Deed.

4. CRYSTALLISATION OF FLOATING CHARGE

4.1 Crystallisation: By Notice

The Security Agent may at any time by notice in writing to any Chargor convert the floating charge created by Clause 3.2 (*Floating Charge*) with immediate effect into a fixed charge as regards any property or assets specified in the notice if:-

- 4.1.1 an Enforcement Event has occurred; or
- 4.1.2 the Security Agent (acting reasonably) considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
- 4.1.3 the Security Agent (acting reasonably) considers that it is necessary in order to protect the priority of the Security created by or pursuant to this Deed.

4.2 Crystallisation: Automatic

The floating charge created by Clause 3.2 (*Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to the floating charge if:-

- 4.2.1 any Chargor creates or attempts to create any Security (other than Permitted Security (as defined in the Facilities Agreement) over any of the Charged Property; or
- 4.2.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or
- 4.2.3 any step is taken (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of any Chargor, over all or any part of its assets, or if such person is appointed.

4.3 Crystallisation: Moratorium where directors propose voluntary arrangement

The floating charge created by Clause 3.2 (*Floating Charge*) may not be converted into a fixed charge solely by reason of:

- 4.3.1 the obtaining of a moratorium; or

4.3.2 anything done with a view to obtaining a moratorium
under Schedule A1 to the Insolvency Act 1986.

5. PERFECTION OF SECURITY

5.1 Notices of Assignment

The Chargors shall deliver to the Security Agent (or procure delivery of) Notices of Assignment duly executed by, or on behalf of, the applicable Chargors:-

- 5.1.1 in respect of each Specific Contract, on the date of this Deed and promptly upon entering into any further Specific Contract after the date of this Deed;
- 5.1.2 in respect of the Insurances, on the date of this Deed and promptly upon purchasing any further Insurance after the date of this Deed;
- 5.1.3 in respect of each Assigned Account, on the date of this Deed and promptly upon the designation at any time by the Security Agent of any Account as an Assigned Account; and
- 5.1.4 in respect of any other asset which is the subject of an assignment pursuant to Clause 3.3 (*Assignments*), promptly upon the request of the Security Agent from time to time,

and in each case shall use reasonable endeavours to procure that each notice is acknowledged by the party to whom such Notice of Assignment is addressed.

5.2 Notices of Charge

The Chargors shall promptly deliver to the Security Agent (or procure delivery of) notices of charge (in form and substance satisfactory to the Security Agent) duly executed by, or on behalf of, the applicable Chargor and acknowledged by each of the banks or financial institutions with which any of the Accounts are opened or maintained. The execution of this Deed by the Chargors and the Security Agent shall constitute notice to the Security Agent of the charge created over any Account opened or maintained with the Security Agent.

5.3 Delivery of Documents of Title

The Chargors shall upon the execution of this Deed (or, if later, upon receipt or entitlement thereof), and upon the acquisition by any Chargor of any interest in any Land (other than Non-Material Land) deliver (or procure delivery) to the Security Agent of either:-

- 5.3.1 all deeds, certificates and other documents relating to such Land (which the Security Agent shall be entitled to hold and retain); or
- 5.3.2 an undertaking from the Parent's solicitors (in form and substance acceptable to the Security Agent) to hold all deeds, certificates and other documents of title relating to such Land strictly to the order of the Security Agent.

5.4 Application to the Land Registry

Each Chargor and the Security Agent apply to the Land Registry for the following to be entered on the registered title to any Land now or in the future owned by it:-

- 5.4.1 a restriction in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [insert date] in favour of Lloyds Bank plc as agent and trustee for the Secured Parties referred to in the charges register (Form P)".

- 5.4.2 a notice that the Secured Creditors are under an obligation to make further advances on the terms and subject to the conditions of the Debt Documents and the security created by the charge dated [insert date] in favour of Lloyds Bank plc (as agent and trustee for the Secured Creditors referred to in that charge) has been created for the purpose of securing such further advances.

5.5 Delivery of Share Certificates

The Chargors shall:-

- 5.5.1 on the date of this Deed, deposit with the Security Agent (or procure the deposit of) all certificates or other documents of title to the Shares, and stock transfer forms relating to the Shares (stamped and executed in blank by or on behalf of the applicable Chargor); and
- 5.5.2 promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares, deliver to the Security Agent (a) all certificates or other documents of title representing such items and (b) such stock transfer forms or other instruments of transfer (stamped and executed in blank on behalf of the applicable Chargor) in respect of such stocks, shares, warrants or other securities as the Security Agent may request.

5.6 Intellectual Property

Each Chargor shall, if requested by the Security Agent and at such Chargor's cost, execute all such further assignments, transfers, charges or other documents in such form as the Security Agent may reasonably require and do all acts that the Security Agent may require to perfect the Security taken by, or to record the interest of, the Security Agent in any registers relating to any registered Intellectual Property.

6. RESTRICTIONS AND FURTHER ASSURANCE

6.1 Security

- 6.1.1 In this Clause 6.1, "**Quasi-Security Interest**" means an arrangement or transaction described in Clause 6.1.2 below.
- 6.1.2 Except as permitted under Clause 6.1.3 below:-
- (a) No Obligor shall (and the Company shall ensure that no other member of the Group will) create or permit to subsist any Security Interest over any of its assets.
 - (b) No Obligor shall (and the Company shall ensure that no other member of the Group will):-
 - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group;

- (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
- (iii) 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; or
- (iv) 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.

6.1.3 Clauses 6.1.1 and 6.1.2 above do not apply to any Security Interest or (as the case may be) Quasi-Security Interest, which is:-

- (a) Permitted Security Interest;
- (b) a Permitted Transaction; or
- (c) a Permitted Disposal.

6.2 Disposal

Each Chargor undertakes that it shall not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Property except for Permitted Disposals and Permitted Transactions.

6.3 Further assurance

Each Chargor shall promptly do whatever the Security Agent requires to:-

- 6.3.1 perfect or protect the Security created or expressed to be created by this Deed, or its priority; or
- 6.3.2 facilitate the realisation of the Charged Property or the exercise of any rights vested in the Security Agent or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Property (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction.

7. SHARES AND SECURITIES

7.1 Shares: Before an Enforcement Event

Prior to the occurrence of an Enforcement Event, the Chargors shall:-

- 7.1.1 pay all dividends, interest and other monies arising from the Shares into an Account; and
- 7.1.2 exercise all voting rights in relation to the Shares for any purpose not inconsistent with the terms of the Finance Documents.

7.2 Shares: After an Enforcement Event

After the occurrence of an Enforcement Event, the Security Agent may at its discretion (in the name of any Chargor or otherwise and without any further consent or authority from any Chargor):-

- 7.2.1 exercise (or refrain from exercising) any voting rights in respect of the Shares;
- 7.2.2 apply all dividends, interest and other monies arising from the Shares in accordance with Clause 13 (*Application of Moneys*);
- 7.2.3 transfer the Shares into the name of such nominee(s) of the Security Agent as it shall require; and
- 7.2.4 exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares, including the right, in relation to any company whose shares or other securities are included in the Charged Property, to concur or participate in:-
 - (a) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence of such reconstruction, amalgamation, sale or other disposal);
 - (b) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and
 - (c) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

in each case in such manner and on such terms as the Security Agent may think fit, and the proceeds of any such action shall form part of the Charged Property.

7.3 Securities and Shares: Payment of Calls

The Chargors shall pay when due all calls or other payments which may be or become due in respect of any of the Securities and Shares which are not fully paid (unless reasonably contested), and in any case of default by any Chargor in such payment, the Security Agent may, if it thinks fit, make such payment on behalf of such Chargor in which case any sums paid by the Security Agent shall be reimbursed by the Chargor to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed at the Default Rate.

7.4 Securities: Delivery of Documents of Title

After the occurrence of an Enforcement Event, the Chargors shall promptly on the request of the Security Agent deliver (or procure delivery) to the Security Agent, and the Security Agent shall be entitled to retain, all of the Securities and any certificates and other documents of title representing the Securities to which any Chargor (or its nominee(s)) is or becomes entitled together with any other document which the Security Agent may request (in such form and executed as the Security Agent may require) with a view to perfecting or improving its security over the Securities or to registering any Securities in its name or the name of any nominee(s).

7.5 Securities: Exercise of Rights

The Chargors shall not exercise any of their respective rights and powers in relation to any of the Securities in any manner which, in the opinion of the Security Agent, would prejudice the effectiveness of, or the ability of the Security Agent to realise, the security created by or pursuant to this Deed.

8. ACCOUNTS

8.1 Accounts: Notification and Variation

The Chargors, during the subsistence of this Deed:-

- 8.1.1 shall promptly deliver to the Security Agent on the date of this Deed (and, if any change occurs after the date of this Deed, on that date), details of each Account maintained by it with any bank or financial institution (other than with the Security Agent and unless such details are set out herein); and
- 8.1.2 shall not, without the Security Agent's prior written consent, permit or agree to any variation of the rights attaching to any Cash Collateral Account or close any Cash Collateral Account unless such account closure is notified in advance to the Security Agent.

8.2 Accounts: Operation Before an Enforcement Event

The Chargors shall, prior to the occurrence of an Enforcement Event, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account (other than a Cash Collateral Account).

8.3 Accounts: Operation After an Enforcement Event

After the occurrence of an Enforcement Event the Chargors shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior consent of the Security Agent.

8.4 Assigned Accounts

- 8.4.1 The Chargors shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior consent of the Security Agent or as expressly permitted pursuant to the terms of the Finance Documents.
- 8.4.2 The Security Agent shall, upon the occurrence of an Enforcement Event, be entitled without notice to exercise from time to time all rights, powers and remedies held by it as assignee of the Accounts and to:-
 - (a) demand and receive all and any monies due under or arising out of each Account; and
 - (b) exercise all such rights as the Chargors were then entitled to exercise in relation to such Account or might, but for the terms of this Deed, exercise.

8.5 Accounts: Application of Monies

The Security Agent shall, upon the occurrence of an Enforcement Event be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Liability in accordance with Clause 13 (*Application of Moneys*).

9. **MONETARY CLAIMS**

9.1 **No dealing with Monetary Claims**

The Chargors shall not at any time during the subsistence of this Deed, without the prior written consent of the Security Agent or as permitted pursuant to the terms of the Finance Documents, sell, factor, discount, transfer, assign, lend or otherwise dispose of any of the Monetary Claims or enter into any agreement to do any of the foregoing.

9.2 **Proceeds of Monetary Claims**

The Chargors shall get in and realise the Monetary Claims in the ordinary course of business and pay the proceeds of those Monetary Claims into an Account (and, where required under the Finance Documents, an Assigned Account).

10. **INSURANCES**

10.1 **Insurances: Undertakings**

The Chargors shall at all times during the subsistence of this Deed:-

- 10.1.1 keep the Charged Property insured in accordance with the terms of the Finance Documents;
- 10.1.2 if required by the Security Agent, cause each Insurance relating to the Charged Property other than any Insurances which have been the subject of a Notice of Assignment pursuant to Clause 5 (*Perfection of Security*) to contain (in form and substance satisfactory to the Security Agent) an endorsement naming the Security Agent as sole loss payee in respect of all claims;
- 10.1.3 promptly pay all premiums and other moneys payable under all its Insurances or procure that such is done and promptly upon request, produce to the Security Agent a copy of each policy and evidence (acceptable to the Security Agent) of the payment of such sums (or procure that such is done); and
- 10.1.4 if required by the Security Agent, provide a copy of all Insurances relating to the Charged Property to the Security Agent.

10.2 **Insurance: Default**

If any Chargor defaults in complying with Clause 10.1 (*Insurance: Undertakings*), the Security Agent may effect or renew any such Insurance on such terms, in such name(s) and in such amount(s) as it considers appropriate, and all moneys expended by the Security Agent in doing so shall be reimbursed by the Chargors to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed at the rate specified in Clause 2.3 (*Interest*).

10.3 **Application of Insurance Proceeds**

All moneys received under any Insurance relating to the Charged Property shall, prior to the occurrence of an Enforcement Event, be applied in accordance with the terms of the Debt Documents. After the occurrence of an Enforcement Event the Chargors shall hold such moneys upon trust for the Security Agent pending payment to the Security Agent for application in accordance with Clause 13 (*Application of Moneys*) and each Chargor waives any right it may have to require that any such moneys are applied in reinstatement of any part of the Charged Property.

11. DEMAND AND ENFORCEMENT

11.1 Enforcement

The Security created by this Deed shall become enforceable upon:-

- 11.1.1 the occurrence of an Enforcement Event;
- 11.1.2 any request being made by a Chargor to the Security Agent for the appointment of a Receiver or an administrator, or for the Security Agent to exercise any other power or right available to it; or
- 11.1.3 the occurrence of any event causing, or purporting to cause, the floating charge created by this Deed to become fixed in relation to any Charged Property.

11.2 Powers on enforcement

At any time after the Security created by this Deed has become enforceable, the Security Agent may (without prejudice to any other rights and remedies and without notice to the Chargors) do all or any of the following:-

- 11.2.1 exercise the power of sale under section 101 of the LPA together with all other powers and rights conferred on mortgagees by the LPA, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the LPA;
- 11.2.2 exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Charged Property, without the restrictions imposed by sections 99 and 100 of the LPA;
- 11.2.3 subject to Clause 12.1 (*Method of appointment or removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Charged Property; and
- 11.2.4 appoint an administrator of any Chargor.

11.3 Disposal of the Charged Property

In exercising the powers referred to in Clause 11.2 (*Powers on enforcement*), the Security Agent or any Receiver may sell or dispose of all or any of the Charged Property at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

11.4 Same rights as Receiver

Any rights conferred by any Debt Document upon a Receiver may be exercised by the Security Agent, or to the extent permitted by law, an administrator, after the Security created by this Deed has become enforceable, whether or not the Security Agent shall have taken possession or appointed a Receiver of the Charged Property.

11.5 Delegation

The Security Agent may delegate in any manner to any person any rights exercisable by the Security Agent under any Debt Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Security Agent thinks fit.

12. RECEIVERS

12.1 Method of appointment or removal

Every appointment or removal of a Receiver, any delegate or any other person by the Security Agent under this Deed shall be in writing under the hand of any officer or manager of the Security Agent (subject to any requirement for a court order in the case of the removal of an administrative receiver).

12.2 Removal

The Security Agent may (subject to the application of section 45 of the Insolvency Act 1986) remove any person from office in relation to all or any part of the Charged Property of which he is the Receiver and at any time (before or after any person shall have vacated office or ceased to act as Receiver in respect of any of such Charged Property) appoint a further or other Receiver or Receivers over all or any part of such Charged Property.

12.3 Powers

Every Receiver shall have and be entitled to exercise all the powers:-

12.3.1 of the Security Agent under this Deed;

12.3.2 conferred by the LPA on mortgagees in possession and on receivers appointed under the LPA;

12.3.3 of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an administrative receiver;

12.3.4 in relation to any Charged Property, which he would have if he were its only beneficial owner; and

12.3.5 to do all things incidental or conducive to any functions, powers, authorities or discretions conferred or vested in the Receiver.

12.4 Receiver as agent

The Receiver shall be the agent of the relevant Chargor (which shall be solely liable for his acts, defaults, remuneration, losses and liabilities) unless and until such Chargor goes into liquidation, from which time he shall act as principal and shall not become the agent of the Security Agent.

12.5 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Deed.

12.6 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by the Security Agent and the maximum rate specified in section 109(6) of the LPA shall not apply.

13. APPLICATION OF MONEYS

13.1 Application of moneys

All sums received by virtue of this Deed by the Security Agent or any Receiver shall, subject to the payment of any claim having priority to this Deed, be applied in accordance with and subject to the Intercreditor Agreement.

14. POWER OF ATTORNEY

14.1 Appointment

Each Chargor irrevocably and by way of security appoints:-

- 14.1.1 the Security Agent (whether or not a Receiver has been appointed);
- 14.1.2 any delegate or sub delegate of, or other person nominated in writing by, an officer of the Security Agent; and
- 14.1.3 (as a separate appointment) each Receiver,

severally as such Chargor's attorney and attorneys with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of such Chargor, which such Chargor:-

- (a) prior to the occurrence of an Enforcement Event, such Chargor could be required to do or execute under any provision of this Deed (but has not done);
- (b) on or after the occurrence of an Enforcement Event, such Chargor could be required to do or execute under any provision of this Deed; or
- (c) which the Security Agent in its sole opinion may consider necessary or desirable for perfecting its title to any of the Charged Property or enabling the Security Agent or the Receiver to exercise any of its rights or powers under this Deed.

14.2 Ratification

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed pursuant to Clause 14.1 (*Appointment*) does or purports to do in the exercise or purported exercise of all or any of the powers, acts or other matters referred to in Clause 14.1 (*Appointment*).

15. CONSOLIDATION

15.1 Combination of accounts

In addition to any general lien, right to combine accounts, right of set-off or other right which it may at any time have, the Security Agent and each Secured Creditor may at any time after this Deed has become enforceable, without notice to the Chargor, combine or consolidate all or any accounts which it then has in relation to such Chargor (in whatever name) and any Secured Liabilities owed by such Chargor to the Security Agent or that Secured Creditor, and/or set-off or transfer any amounts standing to the credit of one or more accounts of such Chargor in or towards satisfaction of any Secured Liabilities owed to it on any other account or otherwise.

15.2 Application

The Security Agent's and each Secured Creditor's rights under Clause 15.1 (*Combination of accounts*) apply:-

- 15.2.1 whether or not any demand has been made under this Deed, or any liability concerned has fallen due for payment;
- 15.2.2 whether or not any credit balance is immediately available or subject to any restriction;
- 15.2.3 irrespective of the currencies in which any balance or liability is denominated, and the Security Agent and the relevant Secured Creditor may for the purpose of exercising its right elect to convert any sum or liability in one currency into any other at its spot rate applying at or about 11.00am on the date of conversion; and
- 15.2.4 in respect of any Secured Liabilities owed by the relevant Chargor, whether owed solely or jointly, certainly or contingently, presently or in the future, as principal or surety, and howsoever arising.

16. PROTECTION OF THIRD PARTIES

16.1 Statutory powers

In favour of any purchaser, the statutory powers of sale and of appointing a Receiver which are conferred upon the Security Agent, as varied and extended by this Deed, and all other powers of the Security Agent, shall be deemed to arise (and the Secured Liabilities shall be deemed due and payable for that purpose) immediately after the execution of this Deed.

16.2 Purchasers

No purchaser from or other person dealing with the Security Agent, any person to whom it has delegated any of its powers, or the Receiver shall be concerned:-

- 16.2.1 to enquire whether any of the powers which the Security Agent or a Receiver have exercised has arisen or become exercisable;
- 16.2.2 to enquire whether the Secured Liabilities remain outstanding or whether any event has happened to authorise the Receiver to act; or
- 16.2.3 as to the propriety or validity of the exercise of those powers,

and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters.

16.3 Receipts

All the protection to purchasers contained in sections 104 and 107 of the LPA, section 42(3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Agent, any other Secured Creditor, any Receiver or any person to whom any of them have delegated any of their powers.

17. PROTECTION OF THE SECURITY AGENT, THE SECURED CREDITORS AND ANY RECEIVER

17.1 No liability

None of the Security Agent, the other Secured Creditors, any Receiver or any of their respective officers, employees or delegates shall be liable in respect of any cost, liability, expense, loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective rights under this Deed.

17.2 Not mortgagee in possession

Without prejudice to any other provision of this Deed, entry into possession of any Charged Property shall not render the Security Agent, any Receiver or any of their respective officers or employees liable:-

17.2.1 to account as mortgagee in possession;

17.2.2 for any loss on realisation; or

17.2.3 for any default or omission for which a mortgagee in possession might be liable,

and if and whenever the Security Agent or any Receiver enters into possession of any Charged Property it shall be entitled at any time it or he thinks fit to relinquish possession.

17.3 Indemnity

Each Chargor shall indemnify and keep indemnified the Security Agent, each other Secured Creditor, any Receiver, and their respective officers, employees and delegates, against all claims, costs, expenses and liabilities incurred by them in respect of all or any of the following:-

17.3.1 any act or omission by any of them in relation to all or any of the Charged Property;

17.3.2 any payment relating to or in respect of all or any of the Charged Property which is made at any time by any of them;

17.3.3 any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Deed;

17.3.4 exercising or purporting to exercise or failing to exercise any of the rights, powers and discretions conferred on them or permitted under this Deed; and

17.3.5 any breach by the relevant Chargor of any of its covenants or other obligations to the Security Agent or any other Secured Creditor,

except in the case of gross negligence or wilful misconduct on the part of that person.

17.4 Interest

Each Chargor shall pay interest at the Default Rate on the sums payable under this Clause 17 (*Protection of the Security Agent, the Secured Creditors and any Receiver*) from the date on which the liability was incurred to the date of actual payment (both before and after judgment).

17.5 Indemnity out of the Charged Property

The Security Agent, the other Secured Creditors, any Receiver and their respective officers, employees and delegates shall be entitled to be indemnified out of the Charged Property in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 17.3 (*Indemnity*).

17.6 Continuing protection

The provisions of this Clause 17 (*Protection of the Security Agent, the Secured Creditors and any Receiver*) shall continue in full force and effect notwithstanding any release or discharge of this Deed or the discharge of any Receiver from office.

18. PROVISIONS RELATING TO THE SECURITY AGENT

18.1 Powers and discretions

The rights, powers and discretions given to the Security Agent in this Deed:-

18.1.1 may be exercised as often as, and in such manner as, the Security Agent thinks fit;

18.1.2 are cumulative, and are not exclusive of any of its rights under the general law; and

18.1.3 may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right, is not a waiver of it.

18.2 Certificates

A certificate by an officer of the Security Agent:-

18.2.1 as to any amount for the time being due to the Secured Creditors or any of them; or

18.2.2 as to any sums payable to the Security Agent under this Deed,

shall (save in the case of manifest error) be conclusive and binding upon the Chargors for all purposes.

18.3 Assignment

The Security Agent may assign this Deed to any successor in title to any of the Secured Liabilities or to a replacement Security Agent appointed in accordance with the provisions of the Intercreditor Agreement, and each Secured Creditor may assign its interest in this Deed in whole or in part to any successor in title to any of the Secured Liabilities, and the Security Agent and any Secured Creditor may disclose any information in its possession relating to any Chargor, its affairs or the Secured Liabilities to any actual or prospective assignee.

18.4 Trusts

The perpetuity period for any other constituted by this Deed shall be 125 years.

18.5 Provisions of the Intercreditor Agreement

The provisions of the Intercreditor Agreement shall apply to the Security Agent's rights and duties and the resignation of the Security Agent as if set out in this Deed.

19. PRESERVATION OF SECURITY

19.1 Continuing Security

This Deed shall be a continuing security to the Security Agent and shall remain in force until expressly discharged in writing by the Security Agent notwithstanding any intermediate settlement of account or other matter or thing whatsoever.

19.2 Additional Security

This Deed is without prejudice and in addition to, and shall not merge with, any other right, remedy or Security of any kind which the Security Agent or any other Secured Creditor may have now or at any time in the future for or in respect of any of the Secured Liabilities.

19.3 Waiver of Defences

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

- 19.3.1 any time, waiver or consent granted to, or composition with, any Chargor or any Obligor or other person;
- 19.3.2 the release of any Chargor or any Obligor or any other person under the terms of any composition or arrangement with any person;
- 19.3.3 the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of any Chargor or any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- 19.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor, Obligor or any other person;
- 19.3.5 any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Debt Document or any other document or Security;
- 19.3.6 any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Debt Document or any other document; or
- 19.3.7 an insolvency, liquidation, administration or similar procedure.

19.4 Immediate recourse

Each Chargor waives any right it may have of first requiring the Security Agent or any other Secured Creditor (or any trustee or agent on its behalf) to proceed against or enforce any other rights of Security or claim payment from any person before claiming from a Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

19.5 Appropriations

Subject to the terms of the Intercreditor Agreement, during the Security Period the Security Agent and each Secured Creditor may:-

- 19.5.1 refrain from applying or enforcing any monies, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 13.1 (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the relevant Chargor shall not be entitled to the same; and
- 19.5.2 hold in an interest-bearing suspense account any moneys received from the relevant Chargor on or account of the Secured Liabilities.

19.6 New Accounts

If the Security Agent or any other Secured Creditor receives notice (whether actual or otherwise) of any subsequent Security over or affecting any of the Charged Property or if a petition is presented or a resolution passed in relation to the winding up of a Chargor, the Security Agent and the relevant Secured Creditor or Secured Creditors may close the current account or accounts and/or open a new account or accounts for such Chargor. If the Security Agent or any other Secured Creditor does not open a new account or accounts immediately it shall nevertheless be treated as if it had done so at the time when the relevant event occurred, and as from that time all payments made by such Chargor to the Security Agent or that Secured Creditor shall be credited or be treated as having been credited the new account or accounts and shall not operate to reduce the Secured Liabilities.

19.7 Tacking

For the purposes of section 94(1) of the LPA and section 49(3) of the Land Registration Act 2002 the Security Agent confirms on behalf of the Secured Creditors that the Secured Creditors shall make further advances to the Chargors on the terms and subject to the conditions of the Debt Documents.

19.8 Deferral of Chargor's rights

During the Security Period and unless the Security Agent otherwise directs, no Chargor shall exercise any rights which it may have by reason of performance by it of its obligations under the Debt Documents, this Deed or the enforcement of the Security created by this Deed:-

- 19.8.1 to receive or claim payment from, or be indemnified by an Obligor;
- 19.8.2 to claim any contribution from any guarantor of, or provider of Security in respect of, any Obligor's obligations under the Finance Documents;
- 19.8.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Creditor under any Debt Document or of any guarantee or Security taken pursuant to, or in connection with, the Debt Documents by any Secured Creditor;
- 19.8.4 to exercise any right of set-off against any Obligor; and/or
- 19.8.5 to claim or prove as a creditor of any Obligor in competition with any Secured Creditor.

20. RELEASE

20.1 Release

Upon the Discharge Date, the Security Agent shall, or shall procure that its appointees will, at the request and cost of the Chargors:-

20.1.1 release the Charged Property from this Deed; and

20.1.2 re-assign the Charged Property that has been assigned to the Security Agent under this Deed.

20.2 Reinstatement

If the Security Agent considers that any amount paid or credited to any Secured Creditor under any Debt Document (whether in respect of the obligations of any Obligor or any Security for those obligations or otherwise) is capable of being avoided, reduced or otherwise set aside:-

20.2.1 that amount shall not be considered to have been paid for the purposes of determining whether the Discharge Date has occurred; and

20.2.2 the liability of the relevant Chargor and the Security created by this Deed shall continue as if that amount had not been paid or credited.

20.3 Consolidation

Section 93 of the LPA dealing with the consolidation of mortgages shall not apply to this Deed.

21. MISCELLANEOUS PROVISIONS

21.1 Severability

If any provision of this Deed is illegal, invalid or unenforceable in any jurisdiction, that shall not affect:-

21.1.1 the validity or enforceability of any other provision, in any jurisdiction; or

21.1.2 the validity or enforceability of that particular provision, in any other jurisdiction.

21.2 Joint and separate liability

Unless the context otherwise requires, all covenants, agreements, representations and warranties on the part of the Chargors contained in this Deed are given by them jointly and separately and shall be construed accordingly.

21.3 Counterparts

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

21.4 Deeds of accession

Each of the parties agrees that each Deed of Accession shall be supplemental to this Deed and be binding on and enure to the benefit of all the parties to this Deed.

22. NOTICES

22.1 Communications in Writing

Each communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, shall be made by fax or letter.

22.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is:

22.2.1 in the case of each Chargor, that identified with its name below;

22.2.2 in the case of the Security Agent, that identified with its name below,

or any substitute address, fax number, or department or officer as the Party may notify to the Facility Agent pursuant to clause 34 (*Notices*) of the Facilities Agreement (or the Facility Agent may notify to the other Parties, if a change is made by the Facility Agent) by not less than five Business Days' notice.

22.3 Delivery

22.3.1 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:

- (a) if by way of fax, when received in legible form; or
- (b) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 22.2 (*Addresses*) of this Deed or clause 34.2 (*Addresses*) of the Facilities Agreement if addressed to that department or officer.

22.3.2 Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose).

22.4 English language

22.4.1 Any notice given under or in connection with this Deed must be in English.

22.4.2 All other documents provided under or in connection with this Deed must be:

- (a) in English; or
- (b) if not in English, and if so required by the Security Agent or Facility Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

23. **GOVERNING LAW**

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

24. **ENFORCEMENT**

24.1 **Jurisdiction of English Courts**

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

24.1.2 The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly no such party will argue to the contrary.

24.1.3 This Clause 24.1 (*Jurisdiction of English Courts*) is for the benefit of the Secured Creditors only. As a result, no Secured Creditor shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Creditors may take concurrent proceedings in any number of jurisdictions.

24.2 **Service of Process**

Without prejudice to any other mode of service allowed under any relevant law, each Chargor (other than a Chargor incorporated in England and Wales):

24.2.1 irrevocably appoints the Parent as its agent for service of process in relation to any proceedings before the English courts in connection with any Debt Document (and the Parent by its execution of this Deed, accepts that appointment); and

24.2.2 agrees that failure by a process agent to notify the relevant Chargor of the process will not invalidate the proceedings concerned.

24.2.3 if any person appointed as process agent is unable for any reason to act as agent for service of process, the Parent (on behalf of all the Chargors) must immediately (and in the event within 14 days of such event taking place) appoint another agent on terms acceptable to the Security Agent. Failing this, the Security Agent may appoint another agent for this purpose.

and each Chargor expressly agrees and consents to the provisions of this Clause 24 (*Enforcement*) and Clause 23 (*Governing Law*).

EXECUTED AND DELIVERED AS A DEED on the date set out at the beginning of this Deed.

Schedule 1
THE CHARGORS

Name	Place of Incorporation	Registered Number	Address for service and fax number
JOHNSON SERVICE GROUP PLC	England and Wales	00523335	Johnson House Abbots Park Monks Way Preston Brook Cheshire WA73GH Fax: 01928 704620
JOHNSON GROUP PROPERTIES PLC	England and Wales	00523192	Johnson House Abbots Park Monks Way Preston Brook Cheshire WA73GH Fax: 01928 704620
JOHNSON CLEANERS UK LIMITED	England and Wales	02970609	Johnson House Abbots Park Monks Way Preston Brook Cheshire WA73GH Fax: 01928 704620
JOHNSONS APPARELMASTER LIMITED	England and Wales	00464645	Johnson House Abbots Park Monks Way Preston Brook Cheshire WA73GH Fax: 01928 704620
SEMARA GROUP LIMITED	England and Wales	01840454	Johnson House Abbots Park Monks Way Preston Brook Cheshire WA73GH Fax: 01928 704620

SEMARA CONTRACT SERVICES LIMITED	England and Wales	00823226	Johnson House Abbots Park Monks Way Preston Brook Cheshire WA73GH Fax: 01928 704620
SEMARA ESTATES LIMITED	England and Wales	00426697	Johnson House Abbots Park Monks Way Preston Brook Cheshire WA73GH Fax: 01928 704620
JEEVES OF BELGRAVIA LIMITED	England and Wales	1331370	Johnson House Abbots Park Monks Way Preston Brook Cheshire WA73GH Fax: 01928 704620
JOHNSON INVESTMENT LIMITED	England and Wales	03864174	Johnson House Abbots Park Monks Way Preston Brook Cheshire WA73GH Fax: 01928 704620
JEEVES INTERNATIONAL LIMITED	England and Wales	01339567	Johnson House Abbots Park Monks Way Preston Brook Cheshire WA73GH Fax: 01928 704620
CLEANOLOGY LIMITED	England and Wales	00297362	Johnson House Abbots Park Monks Way Preston Brook Cheshire WA73GH Fax: 01928 704620

SEMARA INVESTMENTS LIMITED	England and Wales	00862711	Johnson House Abbots Park Monks Way Preston Brook Cheshire WA73GH Fax: 01928 704620
JOHNSON GROUP INC (UK) LIMITED	England and Wales	02518096	Johnson House Abbots Park Monks Way Preston Brook Cheshire WA73GH Fax: 01928 704620

Schedule 2

DETAILS OF LAND

REGISTERED LAND

REAL ESTATE

Address	Legal description	Registered holder
Birmingham – Aldridge Road, Perry Barr	Freehold land and buildings on the west side of Aldridge Road, Perry Barr and freehold land known as 105-111 (odd numbers), 111B Aldridge Road, Perry Barr registered with title numbers WM173546 and WM173543	Johnson Group Properties plc
Bristol – 348 Southmead Road, Clifton	Freehold land known as 348 Southmead Road and land at the rear, Southmead, Bristol registered with title number AV130972	Johnson Group Properties plc
Bury St Edmunds	Freehold land known as 31/31A Butter Market, Bury St Edmunds IP33 1DW registered with title number SK285291	Johnson Cleaners UK Limited
Exeter – Cowley Bridge Road	Freehold land and buildings on the west side of Cowley Bridge Road, Exeter registered with title number DN117404	Johnson Group Properties plc
Gateshead – Team Valley Trading Estate	Leasehold land and buildings on the west side of Kingsway North, Team Valley Trading Estate, Gateshead comprised in a lease dated 8 August 1985 made between (1) The English Industrial Corporation and (2) Johnson Group Properties plc, registered with title number TY166245	Johnson Group Properties plc
Harrogate – 28 ABC Leeds Road	Freehold land known as 28 28A 28B and 28C Leeds Road, Harrogate registered with title number NYK356283	Johnson Cleaners UK Limited
Kingston Upon Hull – Land & Buildings on North side of Oslo Road	Freehold land and buildings on the north side of Oslo Road, Kingston Upon Hull registered with title number HS254452	Johnson Group Properties plc
Leeds – Stoney Rock Lane	Freehold land and buildings known as 150 Stoney Rock Lane, Leeds registered with	Johnson Group Properties plc

Address	Legal description	Registered holder
	title number WYK881006	
Letchworth – Land at Pixmore Avenue	Leasehold land and buildings on the East side of Pixmore Avenue, Letchworth more particularly described firstly in the Lease dated 16 September 1948 made between First Garden City Limited (1) and Letchworth Economic Laundry Limited (2) as varied by a deed of variation dated 18 November 1969 between Letchworth Garden City Corporation (1) and J. Lyons & Company Limited (2) (the first lease) and secondly in the Lease dated 29 April 1971 made between Letchworth Garden City Corporation (1) and J. Lyons and Company Limited (2) (the second lease) both the first lease and the second lease registered with title number HD482574 and thirdly in the Lease dated 2 August 1994 made between Letchworth Garden City Corporation (1) and Johnson Group Cleaners Properties PLC (2) (the third lease) which third lease is registered with title number HD326318	Johnson Group Properties plc
Nottingham – Fox Grove Works	Freehold land and buildings on the north west side of Fox Grove, Basford registered with title number NT355997	Semara Estates Limited
Shaftesbury – Christy's Lane	Freehold land and buildings at Christys Lane, Shaftesbury registered with title number DT226243	Johnson Group Properties plc
Shaftesbury – Wincombe Business Park	Freehold land known as Plot 23 Wincombe Business Park, Littledown, Shaftesbury registered with title number DT272469	Johnson Group Properties plc
Shoreham - Brighton	Freehold land and buildings known as Fishergate Dyeworks, Southwick, Brighton, West Sussex) registered with title number WSX315755	Johnson Group Properties plc

Address	Legal description	Registered holder
Sidmouth – 11 High Street	Freehold land known as 11 High Street, Sidmouth registered with title number DN103633	Johnson Cleaners UK Limited
Treforest – Unit 14, Treforest Industrial Estate	Leasehold land at Unit 14 Treforest Industrial Estate, Treforest, Pontypridd comprised in an Underlease dated 19 August 1963 made between The Industrial Estates Management Corporation for Wales (1) and Alpha Dry Cleaners Ltd (2) and leasehold land on the north-west side of Unit 15, Treforest Industrial Estate, Pontypridd registered with title number CYM96329	Johnson Group Properties plc
Uttoxeter – Holly Road	Freehold land and buildings on the north side of Heath Road and the east side of Heath Cross, Uttoxeter registered with title number SF347232	Johnson Group Properties plc

Schedule 3

DETAILS OF SHARES

Chargor		Member of the Group	Number and class of shares	Details of nominees holding legal title
Johnson Group plc	Service	Sub-co 21 Limited	5,000 Ordinary A 8,000 Ordinary B	N/A
Johnson Group plc	Service	Clifton Cleaning Limited	10,000 Ordinary	N/A
Johnson Group plc	Service	Quality Textile Services Limited	72,000 Ordinary 7,250 Cumulative 6% Preference 20,000 10% Cumulative 2nd Preference 24,000 4% Non-Cumulative 3rd Preference	N/A
Johnson Group plc	Service	Greenearth Cleaning Limited	1 Ordinary Share	N/A
Johnson Group plc	Service	Greenearth Cleaning Europe Limited	475,000 Ordinary	N/A
Johnson Group plc	Service	Johnson Group Cleaners Limited	2 Ordinary	N/A
Johnson Group plc	Service	Johnson Group Cleaners Properties Limited	2 Ordinary	N/A
Johnson Group plc	Service	Johnson Group Cleaners Trustee Company (No. 1) Limited	15,500 Ordinary	N/A
Johnson Group plc	Service	Johnson Group Cleaners Trustee Company (No. 2) Limited	4,000 Ordinary	N/A
Johnson Group plc	Service	Johnson Group Management Services Limited	50,000 Ordinary	N/A
Johnson Group plc	Service	Stalbridge Linen Services Limited	2 Ordinary	N/A
Johnson Group plc	Service	Wintex UK Limited	10,000 Ordinary	N/A

Chargor		Member of the Group	Number and class of shares	Details of nominees holding legal title
Johnson Group plc	Service	Workplace Direct Limited	440,000 Ordinary	N/A
Johnson Group plc	Service	Jeeves of Belgravia Limited	285,562 Ordinary B 2,570,056 Ordinary A	N/A
Johnson Group plc	Service	Johnson Limited (CCG)	2 Ordinary	N/A
Johnson Group plc	Service	Johnson Environmental Limited	50,000 Ordinary	N/A
Johnson Group plc	Service	Johnson Finance Limited	60,000,002 Ordinary	N/A
Johnson Group plc	Service	Johnson Group Inc (UK) Limited	2 Ordinary	N/A
Johnson Group plc	Service	Johnson Group Properties PLC	475,000 Ordinary	N/A
Johnson Group plc	Service	Johnson Hospitality Services Limited	266,668 Ordinary	N/A
Johnson Group plc	Service	Johnson Investment Limited	63,915,161 Ordinary 203,703,514 Ordinary A	N/A
Johnson Group plc	Service	Cleanology Limited	209,543,210 Ordinary	N/A
Johnson UK Limited	Cleaners	Johnson Sketchley Limited	1 Ordinary	N/A
Johnsons Apparelmaster Limited		Cleanology Limited	1,000,000,000 Ordinary	N/A
Semara Limited	Group	Johnsons Apparelmaster Limited	104,504,300 Ordinary 1 6,000 Ordinary 2	N/A
Semara Limited	Group	Semara Contract Services Limited	28,377,202 Ordinary	N/A
Semara Limited	Group	Johnson Cleaners UK Limited	202 Ordinary	N/A
Semara Services Limited	Contract	JSG PLC	366,018 Ordinary	N/A

Chargor	Member of the Group	Number and class of shares	Details of nominees holding legal title
Semara Contract Services Limited	Warrender Aircraft Services Limited	7,911,000 Ordinary	N/A
Semara Contract Services Limited	Semara Estates Limited	3,134,027 Ordinary	N/A
Semara Contract Services Limited	Johnsons Apparelmaster Limited	13,529,411 Ordinary 1	N/A
Jeeves of Belgravia Limited	Jeeves International Limited	1,140 Ordinary D 8,233 Ordinary C 2,326 Ordinary B 1,301 Ordinary A	N/A
Jeeves of Belgravia Limited	Lilliman & Cox Limited	10,000 Ordinary	N/A
Jeeves of Belgravia Limited	Quality Shirt Services Limited	100 Ordinary	N/A
Jeeves of Belgravia Limited	Tothills Dry Cleaning Limited	362,491 Ordinary	N/A
Johnson Investment Limited	Semara Group Limited	53,754,528 Ordinary	N/A
Johnson Investment Limited	Semara Investments Limited	81,918,172 Ordinary	N/A
Johnson Investment Limited	Greaseaters Limited	2,369,380 Ordinary	N/A
Johnson Investment Limited	Oxford Software Limited	34,788 Ordinary	N/A
Johnson Investment Limited	Roboserve Limited	100,000 Ordinary 200,000 Deferred Ordinary	N/A
Johnson Investment Limited	Bright Clothing Ltd	127,001 Ordinary 1,000 Deferred Ordinary	N/A
Johnson Investment Limited	Semara Nominees Limited	20 Ordinary	N/A
Johnson Investment Limited	Semara Trustees Limited	100 Ordinary	N/A

Chargor	Member of the Group	Number and class of shares	Details of nominees holding legal title
Johnson Investment Limited	Stuarts Express Dryers & Cleaners Limited	100 Ordinary	N/A
Johnson Investment Limited	ELT Uniforms Limited	2,787,824 Ordinary	N/A
Johnson Investment Limited	Semara Estates Limited	1,000 Ordinary A	N/A
Johnson Investment Limited	Semara Limited	102,800 Ordinary Shares	N/A
Semara Investments Limited	Quality Cleaners Limited	286,500 Ordinary	N/A
Semara Investments Limited	Johnsons Apparelmaster Limited	13,529,411 Ordinary 1	N/A
Semara Nominees Limited	Semara Estates Limited	1 Ordinary	N/A
Workplace Direct Limited	Fresh Water Linen Services Limited	2 Ordinary	N/A

Schedule 4

DETAILS OF MATERIAL INSURANCES

Policyholder	Insurance company	Policy Number	Type of Insurance	Level of Cover (£)
Johnson Service Group plc and Lloyds	Aviva	23828227CCI	Property	Excess £100,000 each and every claim subject to an aggregate of £500,000
			Business Interruption	
			All risks including Terrorism	
Johnson Service Group plc and Subsidiary companies	ARK and Co Insurers	LP1323826	Terrorism	£10,000,000 any one occurrence
Johnson Service Group plc and Subsidiary Companies	Aviva	52FLW1822153	Motor Fleet	Comprehensive cover in respect of any motor vehicle owned, hired, leased or loaned to the policyholder, occasional business use, contingent liability trailers in the custody of third parties, personal effects limit £200, loss recovery via RAC limit £100,000. Excess £1000 own damage, fire, theft and glass
Johnson Service Group plc and Subsidiary Companies	Allianz	NX7950180	Engineering Inspection including inspection, hired in plant, chimney cover	Limits sudden and unforeseen damage (Boiler Plant) £500,000, damage to own surrounding property following steam explosion £3,000,000, hired in plant £150,000 and any one item of plant, sudden and unforeseen damage to chimneys £2,000,000 any one accident Excess Engineering £500 Hired in Plant £500 Chimney £500

Johnson Service Group plc and Subsidiary Companies	Allianz	NK14039127	Computer excluding terrorism	<p>Sums insured – computer, data reinstatement and additional costs</p> <p>Exclusions include theft from unattended vehicles (unless certain precautions taken)</p> <p>Excess £250 each and every claim £7500 franchise applies to laptops</p>
Johnson Service Group plc	Beazley	W15M3Z09PNWV	Marine/Goods in Transit	<p>Subsidiaries covered Jeeves, JCUK, Apparelmaster and Stalbridge</p> <p>Covering all risks of goods carried in own vehicles</p> <p>£250,000 limit any one own/subcontractors vehicle (Jeeves/JCUK/Apparelmaster/Stalbridge)</p> <p>Excess £2,500 each and every claim including costs</p>

Schedule 5

DETAILS OF INTELLECTUAL PROPERTY

None at the date of this Deed

Schedule 6

DETAILS OF ACCOUNTS

Chargor	Account Bank	Account Number	Sort Code	Description	Jurisdiction
Johnson Service Group plc	Lloyds TSB Bank Plc	[REDACTED]	[REDACTED]	Holding Account	England
Johnson Service Group plc	Lloyds TSB Bank Plc	[REDACTED]	[REDACTED]	Mandatory Prepayment Account	England
Johnson Cleaners UK Limited	Santander	[REDACTED]	[REDACTED]	Collection Account	England
Jeeves of Belgravia Limited	Santander	[REDACTED]	[REDACTED]	Collection Account	England
Johnson Service Group plc	Santander	[REDACTED]	[REDACTED]	Collection Account	England
Johnson Service Group plc	National Westminster Bank	[REDACTED]	[REDACTED]	Holding Account	England
Johnson Service Group plc	National Westminster Bank	[REDACTED]	[REDACTED]	Mandatory Prepayment Account	England
Johnson Service Group plc	National Westminster Bank	[REDACTED]	[REDACTED]	Collection Account	England
Johnson Service Group plc	National Westminster Bank	[REDACTED]	[REDACTED]	Collection Account	England
Semara Estates Limited	National Westminster Bank	[REDACTED]	[REDACTED]	Collection Account	England
Semara Estates Limited	National Westminster Bank	[REDACTED]	[REDACTED]	Collection Account	England
Johnson Group Properties plc	National Westminster Bank	[REDACTED]	[REDACTED]	Collection Account	England
Johnson Cleaners UK Limited	National Westminster Bank	[REDACTED]	[REDACTED]	Collection Account	England
Johnson Cleaners UK Limited	National Westminster Bank	[REDACTED]	[REDACTED]	Collection Account	England

Chargor	Account Bank	Account Number	Sort Code	Description	Jurisdiction
Johnson Cleaners UK Limited	National Westminster Bank	[REDACTED]	[REDACTED]	Collection Account	England
Johnson Cleaners UK Limited	National Westminster Bank	[REDACTED]	[REDACTED]	Collection Account	England
Johnson Investment Limited	National Westminster Bank	[REDACTED]	[REDACTED]	Collection Account	England
Johnson Group Inc (UK) Limited	National Westminster Bank	[REDACTED]	[REDACTED]	Collection Account	England
Johnson Group Inc (UK) Limited	National Westminster Bank	[REDACTED]	[REDACTED]	Collection Account	England
Johnsons Apparelmaster Limited	National Westminster Bank	[REDACTED]	[REDACTED]	Collection Account	England
Johnsons Apparelmaster Limited	National Westminster Bank	[REDACTED]	[REDACTED]	Collection Account	England
Johnsons Apparelmaster Limited	National Westminster Bank	[REDACTED]	[REDACTED]	Collection Account	England
Johnsons Apparelmaster Limited	National Westminster Bank	[REDACTED]	[REDACTED]	Collection Account	England
Johnsons Apparelmaster Limited	National Westminster Bank	[REDACTED]	[REDACTED]	Collection Account	England
Johnsons Apparelmaster Limited	National Westminster Bank	[REDACTED]	[REDACTED]	Collection Account	England
Johnsons Apparelmaster Limited	National Westminster Bank	[REDACTED]	[REDACTED]	Collection Account	England
Johnsons Apparelmaster Limited	National Westminster Bank	[REDACTED]	[REDACTED]	Collection Account	England
Johnsons Apparelmaster Limited	National Westminster Bank	[REDACTED]	[REDACTED]	Collection Account	England

Chargor	Account Bank	Account Number	Sort Code	Description	Jurisdiction
Jeeves of Belgravia Limited	National Westminster Bank	[REDACTED]	[REDACTED]	Collection Account	England
Jeeves International Limited	National Westminster Bank	[REDACTED]	[REDACTED]	Collection Account	England
Cleanology Limited	National Westminster Bank	[REDACTED]	[REDACTED]	Collection Account	England
Johnsons Apparelmaster Limited	National Westminster Bank	[REDACTED]	[REDACTED]	Collection Account	England
Johnson Service Group PLC	Santander	[REDACTED]	[REDACTED]	Collection Account	England

Schedule 7

DETAILS OF SPECIFIC CONTRACTS

Schedule 8

DEED OF ACCESSION

THIS DEED OF ACCESSION is made on []

BETWEEN:-

- (1) [] (the "New Chargor"), a company incorporated in England or Wales whose registered office is at [];
- (2) [] LIMITED (the "Parent") for itself and as agent for and on behalf of each of the other Chargors named in the Debenture referred to below; and
- (3) [] BANK [PLC] [Plc] [plc] as the Security Agent.

WHEREAS:-

- (A) The New Chargor is, or will on the date of this Deed of Accession become, a wholly-owned Subsidiary of the Parent.
- (B) The Parent has entered into a deed dated [] (as supplemented and amended by Deeds of Accession or otherwise from time to time, the "Debenture") between the Parent, each of the companies named in the Debenture as Chargors, and [] Bank [PLC] [Plc] [plc] as agent and trustee for the Secured Creditors.
- (C) The New Chargor at the request of the Parent and in consideration of the Secured Creditors making or continuing to make facilities available to the Parent or any other member of its group and after giving due consideration to the terms and conditions of the Debt Documents and the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Deed of Accession by it will be of benefit to it, has decided in good faith and for the purpose of carrying on its business to enter into this Deed and become a Chargor under the Debenture.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Debenture shall have the same meaning in this Deed.
- 1.2 The principles of interpretation set out in Clause 1.3 (*Construction*) of the Debenture shall apply to this Deed of Accession insofar as they are relevant to it, as they apply to the Debenture.

2. ACCESSION

The New Chargor agrees:-

- 2.1 to become a party to and to be bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed of Accession); and
- 2.2 to be bound by all the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.

3. **SECURITY**

The New Chargor mortgages, charges and assigns to the Security Agent, as agent and trustee for the Secured Creditors, all its business, undertaking and assets on the terms of Clause 3 of the Debenture, provided that:-

- 3.1 the Land charged by way of legal mortgage shall be the Land referred to in Schedule 1 (*Details of Land*);
- 3.2 the Shares mortgaged or (if or to the extent that the mortgage does not take effect as a mortgage) charged shall include the Shares referred to in Schedule 2 (*Details of Shares*);
- 3.3 the Insurances assigned or (to the extent not assigned or effectively assigned) charged shall include the insurances referred to in Schedule 3 (*Details of Material Insurances*);
- 3.4 the Intellectual Property charged shall include the Intellectual Property referred to in Schedule 4 (*Details of Intellectual Property*); and
- 3.5 the Specific Contracts assigned or (to the extent not assigned or effectively assigned) charged shall include the Specific Contracts referred to in Schedule 5 (*Details of Specific Contracts*).

4. **EFFECT ON DEBENTURE**

The Debenture and this Deed of Accession shall be read as one so that references in the Debenture to "this Deed", "herein", and similar phrases shall be deemed to include this Deed of Accession.

5. **GOVERNING LAW**

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

EXECUTED AS A DEED AND DELIVERED on the date set out at the beginning of this Deed.

SCHEDULE 1
DETAILS OF LAND

SCHEDULE 2
DETAILS OF SHARES

SCHEDULE 3
DETAILS OF MATERIAL INSURANCES

SCHEDULE 4
DETAILS OF INTELLECTUAL PROPERTY

SCHEDULE 5
DETAILS OF ACCOUNTS

SCHEDULE 6
DETAILS OF SPECIFIC CONTRACTS

The New Chargor

EXECUTED as a Deed)
by [NAME OF COMPANY] [LIMITED] [PLC])
acting by two Directors or a Director and its)
Secretary:-)
)

Director

Director/Secretary

Or EXECUTED as a Deed by [NAME OF)
COMPANY] [LIMITED] [PLC])
acting by [NAME OF DIRECTOR], a)
Director, in the presence of:-)

Signature of witness: Director

Name of witness:

Address:

Occupation:

The Parent

EXECUTED (but not delivered)
until the date hereof) AS A DEED)
by [] LIMITED)
acting by:-)

Director

Director/Secretary

The Security Agent

SIGNED for and on behalf of)
[] **BANK [PLC] [Plc] [plc]**)

Schedule 9

FORM OF NOTICE OF ASSIGNMENT OF INSURANCE

To: [Insurer]

Date: []

Dear Sirs,

We give you notice that we have assigned and charged to [SECURITY AGENT] (the "Security Agent") pursuant to a deed entered into by us in favour of the Security Agent dated [] all our right, title and interest in and to the proceeds of [*insert details of relevant insurance policy*] (the "Policy of Insurance").

With effect from your receipt of this notice we instruct you to:

- (1) following the Security Agent's notification to you that an Enforcement Event has occurred make all payments and claims under or arising from the Policy of Insurance to the Security Agent [*insert an account number if required*] or to its order as it may specify in writing from time to time;
- (2) note the interest of the Security Agent on the Policy of Insurance; and
- (3) disclose to the Security Agent, without further approval from us, such information regarding the Policy of Insurance as the Security Agent may from time to time request and to send it copies of all notices issued by you under the Policy of Insurance.

With effect from your receipt of this notice all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Policy of Insurance (including all rights to compel performance) belong to and are exercisable by the Security Agent.

Please acknowledge receipt of this notice (substantially in the form of the attached) by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at [] marked for the attention of [].

Yours faithfully,

for and on behalf of
[PARENT]

[On copy only:

To: **SECURITY AGENT**

We acknowledge receipt of a notice in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over any of the rights, title and interests and benefits referred to in such notice and that we will comply with the terms of that notice.

We further confirm that no amendment or termination of the Policy of Insurance shall be effective unless we have given the Security Agent thirty days written notice of it or, if it is not possible to comply with such notification to the Security Agent in accordance with the provisions of the relevant Policy of Insurance, the notice will be provided to the Security Agent in relation to such termination as soon as possible.

For and on behalf of []

By: []

Dated: []

Schedule 10

FORM OF NOTICE OF ASSIGNMENT OF ASSIGNED ACCOUNTS

To: [Account Bank]

Date: []

Dear Sirs,

We give you notice that we have assigned and charged to [SECURITY AGENT] (the "Security Agent") all of our right, title and interest in and to account number [], account name [] (including any renewal or redesignation of the account) and all monies standing to the credit of that account from time to time (the "Account").

With effect from the date of your receipt of this notice:

- (1) any existing payment instructions affecting the Account are to be terminated and all payments and communications in respect of the Account should be made to the Security Agent or to its order (with a copy to the Parent); and
- (2) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Account belong to the Security Agent.

Please accept this notice by signing the enclosed acknowledgement and returning it to the Security Agent at [] marked for the attention of [].

Yours faithfully

for and on behalf of
[PARENT]

[on copy only]

To: **SECURITY AGENT**

Date: []

At the request of the Security Agent and [PARENT] we acknowledge receipt of the notice of assignment and charge, on the terms attached, in respect of the Account (as described in those terms). We confirm that:-

- (1) the balance standing to the Account at today's date is [], no fees or periodic charges are payable in respect of the Account and there are no restrictions on (a) the payment of the credit balance on the Account or (b) the assignment of the Account to the Security Agent or any third party;
- (2) we have not received notice of any previous assignments of, charges over or trusts in respect of, the Account and we will not, without the Security Agent's consent (a) exercise any right of combination, consolidation or set-off which we may have in respect of the Account or (b) amend or vary any rights attaching to the Account; and
- (3) we will act only in accordance with the instructions given by persons authorised by the Security Agent and we shall send all statements and other notices given by us relating to the Account to the Security Agent.

For and on behalf of []

By: []

Schedule 11

FORM OF NOTICE OF ASSIGNMENT OF SPECIFIC CONTRACT

To: []

Date: []

Dear Sirs,

We give you notice that we have assigned and charged to [SECURITY AGENT] ("Security Agent") pursuant to a deed entered into by us in favour of the Security Agent dated [] all our right, title and interest in and to [details of contract] (the "Contract") including all moneys which may be payable in respect of the Contract.

With effect from your receipt of this notice:-

- (1) following the Security Agent's notification to you that an Enforcement Event has occurred all payments by you to us under or arising from the Contract should be made to the Security Agent or to its order as it may specify in writing from time to time;
- (2) all remedies provided for in the Contract or available at law or in equity are exercisable by the Security Agent;
- (3) all rights to compel performance of the Contract are exercisable by the Security Agent although the Company shall remain liable to perform all the obligations assumed by it under the Contract;
- (4) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Contract belong to the Security Agent and no changes may be made to the terms of the Contract nor may the Contract be terminated without the Security Agent's consent; and
- (5) you are authorised and instructed, without requiring further approval from us, to provide the Security Agent with such information relating to the Contract as it may from time to time request and to send it copies of all notices issued by you under the Contract to the Security Agent as well as to us.

These instructions may not be revoked, nor may the terms of the Contract be amended, varied or waived without the prior written consent of the Security Agent.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at [] marked for the attention of [].

Yours faithfully,

for and on behalf of
[PARENT]

[On copy only:]

To: **SECURITY AGENT**

We acknowledge receipt of a notice in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over any of the rights, interests and benefits in and to the Contract and that we will comply with the terms of that notice.

We further confirm that:-

- (1) no amendment, waiver or release of any of such rights, interests and benefits shall be effective without the prior written consent of the Security Agent;
- (2) no termination of such rights, interests or benefits shall be effective unless we have given the Security Agent thirty days written notice of the proposed termination (or if notice is not possible within that period, as soon as possible), specifying the action necessary to avoid such termination; and
- (3) no breach or default on the part of the *[insert name of relevant Chargors]* of any of the terms of the Contract shall be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach.

For and on behalf of []

By: []

Dated: []

Schedule 12

GUARANTEE PROVISIONS

1. CONTINUING GUARANTEE

Subject to Clause 2.1 (*Guarantee and indemnity*) the Guarantee is a continuing guarantee and will extend to the ultimate balance of all sums payable by any Chargor under the Debt Documents, regardless of any intermediate payment or discharge in whole or in part.

2. REINSTATEMENT

2.1 If any discharge (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) or arrangement is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise without limitation, the liability of each Chargor under Clause 2.1 (*Guarantee*) and this Schedule 12 will continue as if the discharge or arrangement had not occurred.

2.2 Each Secured Creditor shall be entitled to recover the value or amount of any payment, security or other disposition, as if the discharge or arrangement had not occurred.

2.3 Each Secured Creditor may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

3. WAIVER OF DEFENCES

The obligations of each Chargor under Clause 2.1 (*Guarantee*) and this Schedule 12 will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under Clause 2.1 (*Guarantee*) and this Schedule 12 (whether or not known to it or any Secured Creditor). This includes:-

- 3.1 any time, waiver or consent granted to, or composition with, any person;
- 3.2 any release of any person under the terms of any composition or arrangement;
- 3.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person;
- 3.4 any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- 3.5 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
- 3.6 any amendment (however fundamental) of a Debt Document or any other document or security;
- 3.7 any replacement of a Debt Document or any other document or security;
- 3.8 any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Debt Document or any other document or security; or
- 3.9 any insolvency or similar proceedings.

4. GUARANTOR INTENT

Each Chargor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Debt Documents and/or any facility or amount made available under any of the Debt 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.

5. IMMEDIATE RECOURSE

Each Chargor waives any right it may have of first requiring any Secured Creditor (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person before claiming from that Chargor under Clause 2.1 (*Guarantee*) and this Schedule 12. This waiver applies irrespective of any law or any provision of a Debt Document to the contrary.

6. APPROPRIATIONS

Until all amounts which may be or become payable by the Chargor under or in connection with the Debt Documents have been irrevocably paid in full, each Secured Creditor (or any trustee or agent on its behalf) may without affecting the liability of any Chargor under Clause 2.1 (*Guarantee*) and this Schedule 12:-

- 6.1.1 refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Creditor (or any trustee or agent on its behalf) in respect of those amounts; or
- 6.1.2 apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise); and
- 6.1.3 hold in an interest-bearing suspense account any moneys received from any Chargor or on account of that Chargor's liability under Clause 2.1 (*Guarantee*) and this Schedule 12.

7. NON-COMPETITION

Unless:-

- 7.1 all amounts which may be or become payable by the Chargor's under the Debt Documents have been irrevocably paid in full; or
- 7.2 the Security Agent otherwise directs, no Chargor will, after a claim has been made or by virtue of any payment or performance by it under this Clause:-
 - 7.2.1 be subrogated to any rights, security or moneys held, received or receivable by any Secured Creditor (or any trustee or agent on its behalf);
 - 7.2.2 be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of that Chargor's liability under this Clause; or
 - 7.2.3 receive, claim or have the benefit of any payment, distribution or security from or on account of any Chargor

8. RELEASE OF GUARANTORS' RIGHT OF CONTRIBUTION

If any person ceases to be a Chargor in accordance with the terms of the Debt Documents for the purpose of any sale or other disposal of that Chargor:-

- 8.1 that Chargor will be released by each other Chargor from any liability whatsoever to make a contribution to any other Chargor arising by reason of the performance by any other Chargor of its obligations under the Debt Documents; and
- 8.2 each other Chargor will waive any right it may have by reason of the performance of its obligations under the Debt Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of any Secured Creditor under any Debt Document or of any other security taken under, or in connection with, any Debt Document by any Secured Creditor.

9. **ADDITIONAL SECURITY**

The Guarantee is in addition to and is not in any way prejudiced by any other security now or subsequently held by any Secured Creditor.

10. **LIMITATIONS**

The Guarantee does not apply to any liability to the extent it would result in the Guarantee constituting unlawful financial assistance within the meaning of Section 677 of the Companies Act 2006.

Chargors

EXECUTED as a DEED (but not delivered until dated by))

JOHNSON SERVICE GROUP PLC)

acting by a Director in the presence of:

Signature of Witness: [REDACTED]

Name of Witness: [REDACTED]

Address: No. 1. St. Paul's Square,
Liverpool L3 9SS

) [REDACTED]
Director

EXECUTED as a DEED (but not delivered until dated by))

JOHNSON GROUP PROPERTIES PLC)

acting by a Director in the presence of:

Signature of Witness: [REDACTED]

Name of Witness: [REDACTED]

Address: No. 1. St. Paul's Square,
Liverpool L3 9SS

) [REDACTED]
Director

EXECUTED as a DEED (but not delivered until dated by))

JOHNSON CLEANERS UK LIMITED)

acting by a Director in the presence of:

Signature of Witness: [REDACTED]

Name of Witness: [REDACTED]

Address: No. 1 St. Paul's Square,
Liverpool L3 9SS

) [REDACTED]
Director

EXECUTED as a DEED (but not delivered until dated by))

JOHNSONS APPARELMASTER LIMITED)

acting by a Director in the presence of:

Signature of Witness: [REDACTED]

Name of Witness: [REDACTED]

Address: No. 1. St. Paul's Square,
Liverpool L3 9SS

) [REDACTED]
Director

EXECUTED as a DEED (but not delivered until dated by))

SEMARA ESTATES LIMITED)

acting by a Director in the presence of:

Signature of Witness: [REDACTED]

Name of Witness: [REDACTED]

Address: No. 1. St. Paul's Square,
Liverpool, L3 9SS

) [REDACTED]
Director

EXECUTED as a DEED (but not delivered until dated by))

JEEVES OF BELGRAVIA LIMITED)

acting by a Director in the presence of:

Signature of Witness: [REDACTED]

Name of Witness: [REDACTED]

Address: No. 1. St. Paul's Square,
Liverpool L3 9SS

) [REDACTED]
Director

EXECUTED as a DEED (but not delivered until dated by))

SEMARA CONTRACT SERVICES LIMITED)

acting by a Director in the presence of:

Signature of Witness: [REDACTED]

Name of Witness: [REDACTED]

Address: No. 1. St. Paul's Square,
Liverpool L3 9SS

) [REDACTED]
Director

EXECUTED as a DEED (but not delivered until dated by))

SEMARA GROUP LIMITED)

acting by a Director in the presence of:

Signature of Witness: [REDACTED]

Name of Witness: [REDACTED]

Address: No. 1. St. Paul's Square,
Liverpool L3 9SS

) [REDACTED]
Director

EXECUTED as a DEED (but not delivered until dated by))

JOHNSON INVESTMENT LIMITED)

acting by a Director in the presence of:

Signature of Witness: [REDACTED]

Name of Witness: [REDACTED]

Address: No. 1. St. Paul's Square,
Liverpool, L3 9SS

) [REDACTED]
Director

EXECUTED as a DEED (but not delivered until dated by))

JEEVES INTERNATIONAL LIMITED)

acting by a Director in the presence of:

Signature of Witness: [REDACTED]

Name of Witness: [REDACTED]

Address: No. 1. St. Paul's Square,
Liverpool L3 9SS

) [REDACTED]
Director

EXECUTED as a DEED (but not delivered until dated by))

CLEANOLOGY LIMITED)

acting by a Director in the presence of:

Signature of Witness: [REDACTED]

Name of Witness: [REDACTED]

Address: No. 1, St. Paul's Square,
Liverpool L3 9SS

) [REDACTED]
Director

EXECUTED as a DEED (but not delivered until dated by))

SEMARA INVESTMENTS LIMITED)

acting by a Director in the presence of:

Signature of Witness: [REDACTED]

Name of Witness: [REDACTED]

Address: No. 1, St. Paul's Square
Liverpool, L3 9SS

) [REDACTED]
Director

EXECUTED as a DEED (but not delivered until dated by))

JOHNSON GROUP INC (UK) LIMITED)

acting by a Director in the presence of:

Signature of Witness: [REDACTED]

Name of Witness: [REDACTED]

Address: No. 1, St. Paul's Square,
Liverpool L3 9SS.

) [REDACTED]
Director

The Security Agent

THE LLOYDS BANK PLC

By:)

Address:

Fax:

Attention:

EXECUTED as a **DEED** (but not delivered until dated by))

CLEANOLOGY LIMITED)

acting by a Director in the presence of:

)
Director

Signature of Witness:

Name of Witness:

Address:

EXECUTED as a **DEED** (but not delivered until dated by))

SEMARA INVESTMENTS LIMITED)

acting by a Director in the presence of:

)
Director

Signature of Witness:

Name of Witness:

Address:

EXECUTED as a **DEED** (but not delivered until dated by))

JOHNSON GROUP INC (UK) LIMITED)

acting by a Director in the presence of:

)
Director

Signature of Witness:

Name of Witness:

Address:

The Security Agent

THE LLOYDS BANK PLC

By:

) 

Address:

25 GRESHAM STREET, LONDON,
020 7158 3198

Fax:

Attention:

ANDREW MOORE