



**Registration of a Charge**

Company name: **DENCORA SECURITIES LIMITED**

Company number: **01109003**



X673W9Q3

Received for Electronic Filing: **24/05/2017**

---

**Details of Charge**

Date of creation: **19/05/2017**

Charge code: **0110 9003 0181**

Persons entitled: **LLOYDS BANK PLC**

Brief description: **WEM INDUSTRIAL ESTATE, SOULTON ROAD, WEM, SY4 5SD, FREEHOLD  
SL119266**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

---

**Authentication of Form**

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

---

**Authentication of Instrument**

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

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

Certified by:

**PINSENT MASONS LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 1109003

Charge code: 0110 9003 0181

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th May 2017 and created by DENCORA SECURITIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th May 2017 .

Given at Companies House, Cardiff on 25th May 2017

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



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

EXECUTION VERSION

DATED 19 MAY 2017

(1) DENCORA SECURITIES LIMITED  
(AS CHARGOR)

(2) LLOYDS BANK PLC  
(AS LENDER)

---

**SECURITY AGREEMENT**

---



Pinsent Masons

## CONTENTS

Clause	Page
1      DEFINITIONS AND INTERPRETATION	1
2      CREATION OF SECURITY	3
3      RESTRICTIONS ON DEALINGS	6
4      LAND	6
5      INVESTMENTS	7
6      ACCOUNTS	8
7      HEDGING	9
8      INSURANCES	9
9      OTHER CONTRACTS	9
10     WHEN SECURITY BECOMES ENFORCEABLE	10
11     ENFORCEMENT OF SECURITY	10
12     RECEIVER	11
13     POWERS OF RECEIVER	12
14     APPLICATION OF PROCEEDS	14
15     EXPENSES AND INDEMNITY	14
16     DELEGATION	15
17     FURTHER ASSURANCES	15
18     POWER OF ATTORNEY	15
19     MISCELLANEOUS	15
20     RELEASE	16
21     GOVERNING LAW	16
SCHEDULE 1 - REAL PROPERTY	17
SCHEDULE 2 - FORMS OF LETTER FOR OCCUPATIONAL TENANTS	18
PART 1 - NOTICE TO OCCUPATIONAL TENANT	18
PART 2 - ACKNOWLEDGEMENT OF OCCUPATIONAL TENANT	20
SCHEDULE 3 - FORMS OF LETTER FOR ACCOUNT BANK	21
PART 1 - NOTICE TO ACCOUNT BANK	21

PART 2 - ACKNOWLEDGEMENT OF ACCOUNT BANK	23
SCHEDULE 4 - FORMS OF LETTER FOR HEDGE COUNTERPARTY	24
PART 1 - NOTICE TO HEDGE COUNTERPARTY	24
Part 2 - ACKNOWLEDGEMENT OF HEDGE COUNTERPARTY	25
SCHEDULE 5 - FORMS OF LETTER FOR INSURERS	26
PART 1 - NOTICE TO INSURER	26
PART 2 - ACKNOWLEDGEMENT OF INSURER	28
SCHEDULE 6 - FORMS OF LETTER FOR OTHER CONTRACTS	29
PART 1 - NOTICE TO COUNTERPARTY	29
PART 2 - ACKNOWLEDGEMENT OF COUNTERPARTY	30

THIS DEED is dated **19 MAY** 2017 and is made

**BETWEEN:-**

- (1) **DENCORA SECURITIES LIMITED**, a limited company incorporated in England and Wales with registered number 01109003 and whose registered office is at Suite 1, Silwood Business Centre, Silwood Park, Buckhurst Road, Ascot, Berkshire, SL5 7PW (the "**Chargor**"); and
- (2) **LLOYDS BANK PLC** as lender (the "**Lender**").

**BACKGROUND:-**

- (A) The Chargor enters into this Deed in connection with the Facility Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**IT IS AGREED** as follows:-

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed:-

"Account"	has the meaning given to it in the Facility Agreement
"General Account"	has the meaning given to it in the Facility Agreement
"Act"	means the Law of Property Act 1925
"Facility Agreement"	means the sterling term facility agreement dated on or around the date of this Deed and made between Kewbrook Limited, the Chargor and the Lender
"Investments"	means:- <ul style="list-style-type: none"><li>(a) all shares in any member of the Group (other than itself) owned by the Chargor or held by any nominee or trustee on its behalf and</li><li>(b) all other shares, stocks, debentures, bonds or other securities or investments owned by the Chargor or held by any nominee or trustee on its behalf</li></ul>
"Mortgaged Property"	means all freehold or leasehold property included in the definition of Security Asset
"Party"	means a party to this Deed
"Receiver"	means a receiver or receiver and manager or administrative receiver, in each case appointed under this Deed
"Relevant Contract"	means:- <ul style="list-style-type: none"><li>(a) an appointment of a Managing Agent; or</li></ul>

	(b)	an agreement relating to the purchase of a Property by the Chargor
<b>"Security Asset"</b>		means any asset of the Chargor which is, or is expressed to be, subject to any Security created by this Deed
<b>"Secured Liabilities"</b>		means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Secured Party under each Finance Document
<b>"Security Period"</b>		means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

## 1.2 Construction

- 1.2.1 Capitalised terms defined in the Facility Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- 1.2.2 The provisions of clause 1.2 (*Construction*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement will be construed as references to this Deed.
- 1.2.3 Unless a contrary indication appears, a reference in this Deed to:-
- (a) a **"Finance Document"** or **"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;
  - (b) any **"rights"** in respect of an asset includes:-
    - (i) all amounts and proceeds paid or payable;
    - (ii) all rights to make any demand or claim; and
    - (iii) all powers, remedies, causes of action, security, guarantees and indemnities,
 in each case in respect of or derived from that asset;
  - (c) any **"share"**, **"stock"**, **"debenture"**, **"bond"** or **"other security"** or **"investment"** includes:-
    - (i) any dividend, interest or other distribution paid or payable;
    - (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,
 in each case in respect of that share, stock, debenture, bond or other security or investment; and
  - (d) the term **"this Security"** means any Security created by this Deed.
- 1.2.4 Any covenant of the Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.



- 1.2.5 The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (*Miscellaneous Provisions*) Act 1989.
- 1.2.6 If the Lender considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- 1.2.7 Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

### 1.3 Third party rights

- 1.3.1 Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- 1.3.2 Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- 1.3.3 Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to Clause 1.3.2 above and the provisions of the Third Parties Act.

## 2. CREATION OF SECURITY

### 2.1 General

- 2.1.1 The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- 2.1.2 All the security created under this Deed:-
- (a) is created in favour of the Lender;
  - (b) is created over present and future assets of the Chargor;
  - (c) is security for the payment of all the Secured Liabilities; and
  - (d) is made with full title guarantee in accordance with the Law of Property (*Miscellaneous Provisions*) Act 1994.

### 2.2 Land

- 2.2.1 The Chargor charges:-
- (a) by way of a first legal mortgage all real property specified in Schedule 1 (*Real Property*); and
  - (b) (to the extent that it is not the subject of a mortgage under Clause 2.2.1(a) above) by way of a first fixed charge all real property specified in Schedule 1 (*Real Property*).
- 2.2.2 A reference in this Clause 2 to a mortgage or charge of any real property includes:-
- (a) all buildings, fixtures, fittings and fixed plant and machinery on that property; and

- (b) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

### 2.3 Investments

The Chargor charges by way of a first fixed charge its interest in all its Investments.

### 2.4 Plant and machinery

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 2.2 (*Land*), the Chargor charges by way of a first fixed charge all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession.

### 2.5 Credit balances

2.5.1 The Chargor charges by way of a first fixed charge all of its rights in respect of any Account other than the General Account, any amount standing to the credit of any Account other than the General Account and the debt represented by it.

2.5.2 The Chargor charges by way of a first fixed charge all of its rights in respect of any account it has with any person other than the accounts referred to in Clause 2.5.1, any amount standing to the credit of any such account and the debt represented by it.

### 2.6 Book debts etc.

The Chargor charges by way of a first fixed charge:-

2.6.1 all of its book and other debts;

2.6.2 all other moneys due and owing to it; and

2.6.3 the benefit of all rights in relation to any item under Clauses 2.6.1 and 2.6.2 above.

### 2.7 Insurances

2.7.1 The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest (together, the "**Insurance Rights**").

2.7.2 To the extent that they have not been effectively assigned under Clause 2.7.1 above, the Chargor charges by way of a first fixed charge all of its Insurance Rights.

### 2.8 Hedging

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Agreements.

### 2.9 Other contracts

2.9.1 The Chargor:-

- (a) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:-

- (i) under each Lease Document;

- (ii) in respect of all Rental Income;

- (iii) under any guarantee of Rental Income contained in or relating to any Lease Document;
    - (iv) under each Relevant Contract; and
    - (v) under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment; and
  - (b) charges by way of a first fixed charge all of its rights under any other document, agreement or instrument to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 2.
- 2.9.2 To the extent that they have not been effectively assigned under Clause 2.9.1(a) above, the Chargor charges by way of a first fixed charge all of its rights listed under Clause 2.9.1(a) above.

## 2.10 **Miscellaneous**

The Chargor charges by way of first fixed charge:-

- 2.10.1 its goodwill;
- 2.10.2 the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- 2.10.3 the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in Clause 2.10.2 above;
- 2.10.4 its uncalled capital; and
- 2.10.5 the benefit of all rights in relation to any item under Clauses 2.10.1 to 2.10.4 above.

## 2.11 **Floating charge**

- 2.11.1 The Chargor charges by way of first floating charge all of its present and future business, undertaking and assets wherever situated, which are not for any reason effectively mortgaged, charged or assigned by way of fixed security by this Deed, including, without limitation, any heritable property situated in Scotland.
- 2.11.2 Except as provided below, the Lender may by notice to the Chargor convert the floating charge created by this Clause 2.11 into a fixed charge as regards any of the Chargor's assets specified in that notice if:-
  - (a) an Event of Default is continuing; or
  - (b) the Lender considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- 2.11.3 The floating charge created by this Clause 2.11 may not be converted into a fixed charge solely by reason of:-
  - (a) the obtaining of a moratorium; or
  - (b) anything done with a view to obtaining a moratorium,

under section 1A of the Insolvency Act 1986.

2.11.4 The floating charge created by this Clause 2.11 will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Lender receives notice of an intention to appoint an administrator.

2.11.5 The floating charge created by this Clause 2.11 is a "**qualifying floating charge**" for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

### 3. **RESTRICTIONS ON DEALINGS**

#### 3.1 **Security**

Except as expressly allowed under the Facility Agreement or this Deed, the Chargor must not create or permit to subsist any Security on any Security Asset.

#### 3.2 **Disposals**

Except as expressly allowed under the Facility Agreement or this Deed, the Chargor must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset.

### 4. **LAND**

#### 4.1 **Notices to tenants**

The Chargor must:-

4.1.1 serve a notice of assignment, substantially in the form of Part 1 of Schedule 2 (*Forms of Letter for Occupational Tenants*), on each tenant of the Mortgaged Property, such notice to be served:-

- (a) on the date of this Deed for all tenants in place on that date; and
- (b) for any new tenant, promptly upon such tenant entering into a Lease Document; and

4.1.2 use reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part 2 of Schedule 2 (*Forms of Letter for Occupational Tenants*).

#### 4.2 **Acquisitions**

If the Chargor acquires any freehold or leasehold property in England and Wales in accordance with the Facility Agreement after the date of this Deed it must:-

4.2.1 notify the Lender immediately;

4.2.2 if agreed between the Chargor and the Lender, execute and deliver to the Lender a legal mortgage over that property in favour of the Lender and the other documents required by the terms of the Facility Agreement; and

4.2.3

- (a) if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of any new Security created; and
- (b) if applicable, ensure that this Security is correctly noted against that title in the title register at the Land Registry.

#### **4.3 Land Registry**

The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at the Land Registry:-

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 2017 in favour of Lloyds Bank plc referred to in the charges register or their conveyancer (Standard Form P)".

#### **4.4 Deposit of title deeds**

The Chargor must immediately:-

4.4.1 deposit with the Lender all deeds and documents necessary to show good and marketable title to any property referred to in Clause 4.2 (*Acquisitions*) (the "**Title Documents**"); or

4.4.2 procure that the Title Documents are held to the order of the Lender by a firm of solicitors approved by the Lender for that purpose in accordance with the terms of the Facility Agreement.

### **5. INVESTMENTS**

#### **5.1 Deposit**

The Chargor must immediately:-

5.1.1 deposit with the Lender, or as the Lender may direct, all certificates and other documents of title or evidence of ownership in relation to its Investments; and

5.1.2 execute and deliver to the Lender all share transfers and other documents which may be requested by the Lender in order to enable the Lender or its nominees to be registered as the owner of or otherwise obtain a legal title to its Investments.

#### **5.2 Calls**

5.2.1 The Chargor must pay all calls or other payments due and payable in respect of any of its Investments in accordance with the Facility Agreement.

5.2.2 If the Chargor fails to do so, the Lender may pay the calls or other payments in respect of any of its Investments on behalf of the Chargor. The Chargor must immediately on request reimburse the Lender for any payment made by the Lender under this Clause 5.2.

#### **5.3 Other obligations in respect of Investments**

5.3.1 The Chargor must promptly send a copy to the Lender of, and comply with all requests for, information which is within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document, or by any listing or other authority, relating to any of its Investments. If it fails to do so, the Lender may elect to provide such information as it may have on behalf of the Chargor.

5.3.2 The Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments.

5.3.3 The Lender is not obliged to:-

(a) perform any obligation of the Chargor;

- (b) make any payment;
  - (c) make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor; or
  - (d) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,
- in respect of any of its Investments.

#### 5.4 Voting rights

##### 5.4.1 Before this Security becomes enforceable:-

- (a) the voting rights, powers and other rights in respect of its Investments will be exercised:-
  - (i) by the Chargor; or
  - (ii) if exercisable by the Lender, in any manner which the Chargor may direct the Lender in writing; and
- (b) all dividends, distributions or other income paid or payable in relation to any of its Investments in accordance with the Facility Agreement must be paid into the General Account.

5.4.2 The Chargor must indemnify the Lender against any loss or liability reasonably incurred by the Lender as a consequence of the Lender acting in respect of any of its Investments as permitted by this Deed on the direction of the Chargor.

5.4.3 After this Security has become enforceable, the Lender may exercise (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

#### 5.5 People with significant control regime

The Chargor shall:-

- 5.5.1 within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 from any company incorporated in the United Kingdom whose shares are the subject of the Security created by this Deed; and
- 5.5.2 promptly provide the Lender with a copy of that notice.

#### 6. ACCOUNTS

##### 6.1 General

In this Clause 6, "Account Bank" means a person with whom an Account is maintained under the Facility Agreement.

##### 6.2 Book debts and receipts

6.2.1 The Chargor must get in and realise its:-

- (a) Rental Income and other amounts due from tenants or any other occupiers of the Mortgaged Property; and

(b) book and other debts and other moneys due and owing to it,

in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an Account if required in accordance with Clause 6.2.2 below) on trust for the Lender.

6.2.2 The Chargor must, except to the extent that the Lender otherwise agrees, pay all the proceeds of the getting in and realisation into an Account in accordance with the Facility Agreement.

### 6.3 Notices of charge

6.3.1 The Chargor must:-

(a) immediately serve a notice of charge, substantially in the form of Part 1 of Schedule 3 (*Forms of Letter for Account Bank*), on each Account Bank (other than the Lender); and

(b) use reasonable endeavours to ensure that each Account Bank (other than the Lender) acknowledges the notice, substantially in the form of Part 2 of Schedule 3 (*Forms of Letter for Account Bank*).

6.3.2 The execution of this Deed shall constitute notice to the Lender of the charges created by this Deed over any Account with the Lender and an acknowledgement of that notice by the Lender.

## 7. HEDGING

7.1 The Chargor must:-

7.1.1 immediately serve a notice of assignment, substantially in the form of Part 1 of Schedule 4 (*Forms of Letter for Hedge Counterparty*), on each counterparty to a Hedging Agreement (other than the Lender); and

7.1.2 use reasonable endeavours to ensure that such counterparty (other than the Lender) acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (*Forms of Letter for Hedge Counterparty*).

7.2 The execution of this Deed shall constitute notice to the Lender of the assignment and charges created by this Deed over each Hedging Agreement entered into with the Lender and an acknowledgement of that notice by the Lender.

## 8. INSURANCES

The Chargor must:-

8.1 immediately serve a notice of assignment, substantially in the form of Part 1 of Schedule 5 (*Forms of Letter for Insurers*), on each counterparty to an Insurance; and

8.2 use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 5 (*Forms of Letter for Insurers*).

## 9. OTHER CONTRACTS

The Chargor must, at the request of the Lender:-

9.1 immediately serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 6 (*Forms of Letter for Other Contracts*), on each counterparty to a contract listed in Clause 2.9 (*Other contracts*); and

- 9.2 use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 6 (*Forms of Letter for Other Contracts*).

## **10. WHEN SECURITY BECOMES ENFORCEABLE**

### **10.1 Event of Default**

This Security will become immediately enforceable if an Event of Default occurs and is continuing.

### **10.2 Discretion**

After this Security has become enforceable, the Lender may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Facility Agreement.

### **10.3 Statutory powers**

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

## **11. ENFORCEMENT OF SECURITY**

### **11.1 General**

11.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.

11.1.2 Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.

11.1.3 The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make agreements for leases, accept surrenders of leases and grant options as the Lender may think fit and without the need to comply with any provision of section 99 or section 100 of the Act.

### **11.2 No liability as mortgagee in possession**

Neither the Lender nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

### **11.3 Privileges**

The Lender and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

### **11.4 Protection of third parties**

No person (including a purchaser) dealing with the Lender or a Receiver or its or his/her agents will be concerned to enquire:-

11.4.1 whether the Secured Liabilities have become payable;

11.4.2 whether any power which the Lender or a Receiver is purporting to exercise has become exercisable or is being properly exercised;

11.4.3 whether any money remains due under the Finance Documents; or

11.4.4 how any money paid to the Lender or to that Receiver is to be applied.



## **11.5 Redemption of prior mortgages**

11.5.1 At any time after this Security has become enforceable, the Lender may:-

- (a) redeem any prior Security against any Security Asset; and/or
- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.

11.5.2 The Chargor must pay to the Lender, immediately on demand, the costs and expenses incurred by the Lender in connection with any such redemption and/or transfer, including the payment of any principal or interest.

## **11.6 Contingencies**

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Lender (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

## **11.7 Financial collateral**

11.7.1 To the extent that the Security Assets constitute "*financial collateral*" and this Deed and the obligations of the Chargor under this Deed constitute a "*security financial collateral arrangement*" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Lender will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

11.7.2 Where any financial collateral is appropriated:-

- (a) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
- (b) in any other case, its value will be such amount as the Lender reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it.

## **12. RECEIVER**

### **12.1 Appointment of Receiver**

12.1.1 Except as provided below, the Lender may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:-

- (a) this Security has become enforceable; or
- (b) the Chargor so requests to the Lender at any time.

12.1.2 Any appointment under Clause 12.1.1 may be by deed, under seal or in writing under its hand.

12.1.3 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.

12.1.4 The Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.

12.1.5 The Lender may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Lender is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

## **12.2 Removal**

The Lender may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

## **12.3 Remuneration**

The Lender may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

## **12.4 Agent of the Chargor**

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

12.4.2 No Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

## **12.5 Relationship with Lender**

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Lender in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

# **13. POWERS OF RECEIVER**

## **13.1 General**

13.1.1 A Receiver has all of the rights, powers and discretions set out below in this Clause 13 in addition to those conferred on it by any law. This includes:-

- (a) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
- (b) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.

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

## **13.2 Possession**

A Receiver may take immediate possession of, get in and realise any Security Asset.

**13.3 Carry on business**

A Receiver may carry on any business of the Chargor in any manner he/she thinks fit.

**13.4 Employees**

13.4.1 A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.

13.4.2 A Receiver may discharge any person appointed by the Chargor.

**13.5 Borrow money**

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

**13.6 Sale of assets**

13.6.1 A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.

13.6.2 The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.

13.6.3 Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor.

**13.7 Leases**

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he/she thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he/she thinks fit (including the payment of money to a lessee or tenant on a surrender).

**13.8 Compromise**

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset.

**13.9 Legal actions**

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.

**13.10 Receipts**

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

**13.11 Subsidiaries**

A Receiver may form a Subsidiary of the Chargor and transfer to that Subsidiary any Security Asset.

**13.12 Delegation**

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

**13.13 Lending**

A Receiver may lend money or advance credit to any person.

**13.14 Protection of assets**

A Receiver may:-

13.14.1 effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;

13.14.2 commence and/or complete any building operation; and

13.14.3 apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he/she thinks fit.

**13.15 Other powers**

A Receiver may:-

13.15.1 do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;

13.15.2 exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and

13.15.3 use the name of the Chargor for any of the above purposes.

**14. APPLICATION OF PROCEEDS**

All amounts from time to time received or recovered by the Lender or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Lender and applied in accordance with the Facility Agreement. This Clause 14:-

14.1 is subject to the payment of any claims having priority over this Security; and

14.2 does not prejudice the right of any Secured Party to recover any shortfall from the Chargor.

**15. EXPENSES AND INDEMNITY**

The Chargor must:-

15.1 within three Business Days of demand pay to each Secured Party the amount of all costs and expenses (including legal fees) (subject to any agreed caps or fixed fees)) reasonably incurred by that Secured Party in connection with this Deed including any arising from any actual or alleged breach by any person of any law or regulation; and

15.2 keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

**16. DELEGATION**

**16.1 Power of Attorney**

The Lender or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

**16.2 Terms**

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Lender or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

**16.3 Liability**

Neither the Lender nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

**17. FURTHER ASSURANCES**

**17.1** The Chargor must promptly, at its own expense, take whatever action the Lender or a Receiver may require for:-

**17.1.1** creating, perfecting or protecting any security over any Security Asset; or

**17.1.2** facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Lender or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.

**17.2** The action that may be required under Clause 17.1 includes:-

**17.2.1** the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Lender or to its nominees; or

**17.2.2** the giving of any notice, order or direction and the making of any filing or registration

which, in any such case, the Lender may consider necessary or desirable.

**18. POWER OF ATTORNEY**

The Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of the Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the Chargor under or pursuant to this Deed or generally for enabling the Lender or any Receiver to exercise the respective powers conferred on them under this Deed or by law. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 18.

**19. MISCELLANEOUS**

**19.1 Continuing Security**

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

**19.2 Tacking**

Each Lender must perform its obligations under the Facility Agreement (including any obligation to make available further advances).

**19.3 New Accounts**

19.3.1 If any subsequent charge or other interest affects any Security Asset, the Lender may open a new account with the Chargor.

19.3.2 If the Lender does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.

19.3.3 As from that time all payments made to the Lender will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

**19.4 Time deposits**

Without prejudice to any right of set-off the Lender may have under any other Finance Document or otherwise, if any time deposit matures on any account the Chargor has with the Lender within the Security Period when:-

19.4.1 this Security has become enforceable; and

19.4.2 no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which the Lender considers appropriate.

**19.5 Notice to Chargor**

This Deed constitutes notice in writing to the Chargor of any charge or assignment of a debt owed by the Chargor to any Obligor and contained in any other Security Document.

**20. RELEASE**

At the end of the Security Period, the Lender must, at the request and cost of the Chargor, take whatever action is necessary to release its Security Assets from this Security.

**21. GOVERNING LAW**

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

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

**SCHEDULE 1**  
**REAL PROPERTY**

<b>Title number</b>	<b>Description</b>
Freehold SL119266	Wem Industrial Estate, Soultan Road, Wem, SY4 5SD

## SCHEDULE 2

### FORMS OF LETTER FOR OCCUPATIONAL TENANTS

#### PART 1

#### NOTICE TO OCCUPATIONAL TENANT

To: [Occupational tenant]

Copy: Lloyds Bank plc as Lender

[Date]

Dear Sirs

Re: [ ] (Title Number [ ]

**Security Agreement dated [ ] 2017 between Dencora Securities Limited as chargor and Lloyds Bank plc as lender (the "Security Agreement")**

We refer to the lease dated [ ] and made between [ ] and [ ] (the "Lease").

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely (subject to a proviso for re-assignment on redemption) to Lloyds Bank plc (the "Lender") all our rights under the Lease.

We confirm that:-

1. we will remain liable under the Lease to perform all the obligations assumed by us under the Lease; and
2. none of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Lease.

We will also remain entitled to exercise all our rights, powers and discretions under the Lease, and you should continue to give notices under the Lease to us, unless and until you receive notice from the Lender to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and all notices must be given to, the Lender or as it directs.

We irrevocably instruct and authorise you to pay all annual rent payable by you under the Lease to our account with the Lender at [ ], Account No. [ ], Sort Code [ ] (the "Rent Account").

The instructions in this letter apply until you receive notice from the Lender to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Lender at FAO Trish Milner, Lloyds Bank plc, 1st Floor, 10 Gresham Street, London, EC2V 7AE with a copy to us.



Yours faithfully

.....  
(Authorised Signatory)  
**DENCORA SECURITIES LIMITED**

**PART 2**

**ACKNOWLEDGEMENT OF OCCUPATIONAL TENANT**

To: Lloyds Bank plc (as Lender)

Attention: [ ]

[Date]

Dear Sirs

Re: [ ] (Title Number [ ])

**Security Agreement dated [ ] 2017 between Dencora Securities Limited as chargor and Lloyds Bank plc as lender (the "Security Agreement")**

We confirm receipt from Dencora Securities Limited (the "**Chargor**") of a notice dated [ ] (the "**Notice**") in relation to the Lease (as defined in the Notice).

We confirm that we:-

1. accept the instructions contained in the Notice and agree to comply with the Notice;
2. have not received any notice of any prior security over the Lease or that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Lease;
3. must pay all annual rent payable by us under the Lease other moneys payable by us under the Lease into the Rent Account (as defined in the Notice); and
4. must continue to pay those moneys into the Rent Account (as defined in the Notice) until we receive your written instructions to the contrary.

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

Yours faithfully

.....  
For  
[Occupational tenant]

**SCHEDULE 3**  
**FORMS OF LETTER FOR ACCOUNT BANK**

**PART 1**

**NOTICE TO ACCOUNT BANK**

To: [Account Bank]

Copy: Lloyds Bank plc

[Date]

Dear Sirs

**Security Agreement dated [ ] 2017 between Dencora Securities Limited as chargor  
and Lloyds Bank plc as lender (the "Security Agreement")**

This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of Lloyds Bank plc (the "**Lender**") all our rights in respect of any account, and any amount standing to the credit of any account, maintained by us with you (the "**Accounts**").

We irrevocably instruct and authorise you to:-

1. disclose to the Lender any information relating to any Account requested from you by the Lender;
2. comply with the terms of any written notice or instruction relating to any Account received by you from the Lender;
3. hold all sums standing to the credit of any Account to the order of the Lender; and
4. in respect of any Account other than our account with [ ] (account number [ ], sort code [ ]) (the "**General Account**"), pay or release any sum standing to the credit of any such Account in accordance with the written instructions of the Lender.

We are not permitted to withdraw any amount from any Account other than the General Account without the prior written consent of the Lender.

In respect of the General Account, we are permitted to withdraw any amount from the General Account for any purpose unless and until you receive a notice from the Lender to the contrary stating that we are no longer permitted to withdraw any amount from the General Account without its consent. If and from the date on which you receive any such notice, we will not be permitted to withdraw any amount from the General Account without the prior written consent of the Lender.

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

The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Lender at  
FAO Trish Milner, Lloyds Bank plc, 1st Floor, 10 Gresham Street, London, EC2V 7AE with a copy to us.

Yours faithfully

.....  
(Authorised Signatory)  
**DENCORA SECURITIES LIMITED**

## PART 2

### ACKNOWLEDGEMENT OF ACCOUNT BANK

To: Lloyds Bank plc (as Lender)

Copy: Dencora Securities Limited

[Date]

Dear Sirs

Security Agreement dated [ ] 2017 between Dencora Securities Limited as chargor and Lloyds Bank plc as lender (the "Security Agreement")

We confirm receipt from [Chargor] (the "**Chargor**") of a notice dated [ ] (the "**Notice**") of a charge upon the terms of the Security Agreement over all the rights of the Chargor to any amount standing to the credit of any of the Chargor's accounts with us (the "**Accounts**").

We confirm that we:-

1. accept the instructions contained in the Notice and agree to comply with the Notice;
2. have not received notice of any prior security over, or the interest of any third party in, any Account;
3. have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account;
4. will not permit any amount to be withdrawn from any Account other than the General Account (as defined in the Notice) without your prior written consent; and
5. will comply with any notice we may receive from the Lender in respect of the General Account.

The Accounts maintained with us are:-

[Specify accounts and account numbers]

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

Yours faithfully

.....  
(Authorised signatory)  
[Account Bank]

**SCHEDULE 4**  
**FORMS OF LETTER FOR HEDGE COUNTERPARTY**

**PART 1**

**NOTICE TO HEDGE COUNTERPARTY**

To: [Hedge Counterparty]

Copy: Lloyds Bank plc

[Date]

Dear Sirs

**Security Agreement dated [ ] 2017 between Dencora Securities Limited as chargor  
and Lloyds Bank plc as lender (the "Security Agreement")**

This letter constitutes notice to you that under the Security Agreement we assigned absolutely, subject to a proviso for re-assignment on redemption, to Lloyds Bank plc (the "**Lender**") all our rights under any hedging agreements between you and us (the "**Hedging Agreements**").

We irrevocably instruct and authorise you to:-

1. disclose to the Lender any information relating to the Hedging Agreements which the Lender may request from you; and
2. pay any sum payable by you under the Hedging Agreements to our account with the Lender at [ ], account number [ ], sort code [ ].

The instructions in this letter apply until you receive notice from the Lender to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Lender at FAO Trish Milner, Lloyds Bank plc, 1st Floor, 10 Gresham Street, London, EC2V 7AE with a copy to us.

Yours faithfully

.....  
(Authorised signatory)  
**DENCORA SECURITIES LIMITED**

PART 2

ACKNOWLEDGEMENT OF HEDGE COUNTERPARTY

To: Lloyds Bank plc (as Lender)

Copy: Dencora Securities Limited

[Date]

Dear Sirs

Security Agreement dated [ ] 2017 between Chargor  
and Lender (the "Security Agreement")

We confirm receipt from Dencora Securities Limited (the "**Chargor**") of a notice dated [ ] (the "**Notice**") of an assignment upon the terms of the Security Agreement of all the Chargor's rights under the Hedging Agreements (as defined in the Notice).

We confirm that we:-

1. accept the instructions contained in the Notice and agree to comply with the Notice;
2. have not received notice of any prior security over, or the interest of any third party in, the Hedging Agreements;
3. must pay any amount payable by us under the Hedging Agreements to the Chargor's account with you at [ ], Sort Code [ ], Account No. [ ]; and
4. must accept your instructions in relation to the Chargor's rights under the Hedging Agreements.

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

Yours faithfully

.....  
(Authorised signatory)  
[Hedge Counterparty]

**SCHEDULE 5**  
**FORMS OF LETTER FOR INSURERS**

**PART 1**

**NOTICE TO INSURER**

To: [Insurer]

Copy: Lloyds Bank plc

[Date]

Dear Sirs

**Security Agreement dated [ ] 2017 between Dencora Securities Limited as chargor  
and Lloyds Bank plc as lender (the "Security Agreement")**

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely, subject to a proviso for re-assignment on redemption, to Lloyds Bank plc (the "Lender") all our rights in respect of [insert details of contract of insurance] (the "Insurance").

We confirm that:-

1. we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
2. none of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).

We will also remain entitled to exercise all our rights, powers and discretions under the Insurance, and you should continue to give notices and make payments under the Insurance to us (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Lender in respect of the Insurance), unless and until you receive notice from the Lender to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Lender or as it directs (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Lender in respect of the Insurance).

We irrevocably instruct and authorise you to disclose to the Lender any information relating to the Insurance requested from you by the Lender.

The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.

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



Please acknowledge receipt of this letter by sending the attached acknowledgement to the Lender at FAO Trish Milner, Lloyds Bank plc, 1st Floor, 10 Gresham Street, London, EC2V 7AE with a copy to us.

Yours faithfully

.....  
(Authorised signatory)  
**DENCORA SECURITIES LIMITED**

**PART 2**

**ACKNOWLEDGEMENT OF INSURER**

To: Lloyds Bank plc (as Lender)

Copy: Dencora Securities Limited

[Date]

Dear Sirs

**Security Agreement dated [ ] 2017 between Dencora Securities Limited as chargor  
and Lloyds Bank plc as lender (the "Security Agreement")**

We confirm receipt from Dencora Securities Limited (the "**Chargor**") of a notice dated [ ] (the "**Notice**") of an assignment on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the contract of insurance] (the "**Insurance**").

We confirm that we:-

1. accept the instructions contained in the Notice and agree to comply with the Notice; and
2. will give notices and make payments under the Insurance as directed in the Notice.

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

Yours faithfully

.....  
(Authorised signatory)  
[Insurer]

**SCHEDULE 6**  
**FORMS OF LETTER FOR OTHER CONTRACTS**

**PART 1**

**NOTICE TO COUNTERPARTY**

To: [Contract Counterparty]

Copy: Lloyds Bank plc

[Date]

Dear Sirs

**Security Agreement dated [ ] 2017 between Dencora Securities Limited as chargor  
and Lloyds Bank plc as lender (the "Security Agreement")**

This letter constitutes notice to you that under the Security Agreement we have [assigned absolutely, subject to a proviso for re-assignment on redemption,]/[charged by way of a first fixed charge] to Lloyds Bank plc (the "**Lender**") all our rights in respect of [insert details of contract] (the "**Contract**").

We confirm that:-

1. we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
2. none of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices and make payments under the Contract to us, unless and until you receive notice from the Lender to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Lender or as it directs.

We irrevocably instruct and authorise you to disclose to the Lender any information relating to the Contract requested from you by the Lender.

The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Lender at FAO Trish Milner, Lloyds Bank plc, 1st Floor, 10 Gresham Street, London, EC2V 7AE with a copy to us.

Yours faithfully

.....  
(Authorised signatory)  
[Chargor]

## PART 2

### ACKNOWLEDGEMENT OF COUNTERPARTY

To: Lloyds Bank plc (as Lender)

Copy: Dencora Securities Limited

[Date]

Dear Sirs

**Security Agreement dated [ ] 2017 between Dencora Securities Limited as chargor and Lloyds Bank plc as lender (the "Security Agreement")**

We confirm receipt from Dencora Securities Limited (the "**Chargor**") of a notice dated [ ] (the "**Notice**") of [an assignment]/[fixed charge] on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the contract] (the "**Contract**").

We confirm that we:-

1. accept the instructions contained in the Notice and agree to comply with the Notice; and
2. will give notices and make payments under the Contract as directed in the Notice.

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

Yours faithfully

.....  
(Authorised signatory)

[Contract counterparty]

SIGNATORIES

Chargor

EXECUTED as a Deed (but not delivered until )  
dated) by **DENCORA SECURITIES LIMITED** )  
acting by a director in the presence of:- )

Director

[Redacted Signature]

Signature of witness:

[Redacted Signature]

Name of witness:

Jane Rosalind Stearn

Address:

[Redacted Address]

Occupation:

[Redacted Occupation]

Lender

LLOYDS BANK PLC

[Redacted Signature]

By: