



Registration of a Charge

Company name: **VIGLEN LIMITED**

Company number: **01208441**



X8YKR0QO

Received for Electronic Filing: **11/02/2020**

Details of Charge

Date of creation: **06/02/2020**

Charge code: **0120 8441 0017**

Persons entitled: **LLOYDS BANK COMMERCIAL FINANCE LIMITED**

Brief description: **VIGLEN LIMITED CHARGES BY WAY OF FIXED CHARGE ANY RIGHT, TITLE OR INTEREST WHICH IT HAS NOW OR MAY SUBSEQUENTLY ACQUIRE TO OR IN ANY OTHER LAND. VIGLEN LIMITED CHARGES BY WAY OF FIXED CHARGE ALL INTELLECTUAL PROPERTY RIGHTS (AS DEFINED IN THE DEBENTURE) INCLUDING ALL FEES, ROYALTIES AND OTHER RIGHTS OF EVERY KIND RELATING TO OR DERIVING FROM SUCH INTELLECTUAL PROPERTY RIGHTS (AS DEFINED IN THE DEBENTURE)**

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: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1208441

Charge code: 0120 8441 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th February 2020 and created by VIGLEN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th February 2020 .

Given at Companies House, Cardiff on 12th February 2020

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



Companies House



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

Dated **6 February** **2020**

**Westcoast (Holdings) Limited
and others as Chargors**

and

**Lloyds Bank Commercial Finance Limited
(as Security Agent)**

Debenture

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

Norton Rose Fulbright LLP
Sign & Dated *10 February 2020*

NORTON ROSE FULBRIGHT

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Debenture

Dated 6 February 2020

Between

- (1) **Westcoast (Holdings) Limited** registered in England with number 03359843 (the **Company**);
- (2) **The Companies** identified in Schedule 1 (*The Chargors*) (together with the Company and each person which becomes a party to this Deed by executing a Deed of Accession, each a Chargor and together, the **Chargors**); and
- (3) **Lloyds Bank Commercial Finance Limited** registered in England with number 00733011, as agent and trustee for the Secured Parties (the **Security Agent**).

Recitals

- (A) The Receivables Purchaser has agreed to make the Facilities available on the terms of the ID Facility Agreement.
- (B) The Chargors and the Security Agent have agreed to enter into this Debenture to secure the repayment and satisfaction of all of the Secured Liabilities.
- (C) The Chargors and the Security Agent intend that this document take effect as a deed notwithstanding that it may be executed under hand.

It is agreed:

1 Definitions and Interpretation

1.1 Definitions

In this Deed:

Act means the Law of Property Act 1925.

Deed of Accession means a deed of accession substantially in the form set out in Schedule 4 (*Deed of Accession*).

Distribution Rights means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them.

Equipment means each Chargor's fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related authorisations, agreements and warranties.

Event of Default means any event or circumstance specified as a Termination Event in the ID Facility Agreement.

ID Facility Agreement means the facility agreement dated on or about the date of this Deed and made between the Company as Parent, Westcoast Limited and others as Clients and/or Guarantors, certain financial institutions as Original Participants, Lloyds Bank plc as Receivables Purchaser and Lloyds Bank Commercial Finance Limited as Arranger and Security Agent.

Insurance means each contract or policy of insurance to which a Chargor is a party or in which it has an interest.

Intellectual Property Rights means:

- (a) any patents, petty patents, trademarks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property;
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature; and
- (c) any other right to use (or which may arise from, relate to or be associated with), or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not.

Investments means all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations).

Land has the same meaning as it has in section 205(1) of the Act.

Nominated Account is defined in Clause 8.2(c)(i) (*Dealing with Non-Vesting debts and Other Debts*).

Non-Vesting Debts means any Debts which are purportedly assigned to the Receivables Purchaser under the ID Facility Agreement but which fail to vest in the Receivables Purchaser absolutely and effectively.

Other Debts means all book debts, revenues and claims whether actually or contingently owing to any Chargor whether or not on account of its trading both present and future and including all choses in action which may give rise to a debt, revenue or claim and any security held by that Chargor for such debt, revenue or claim and any other rights relating thereto, such as, reservation of title or an unpaid vendor's lien, but excluding

- (a) any Debts assigned to the Receivables Purchaser pursuant to the ID Facility Agreement; and
- (b) Non-Vesting Debts.

Receiver means a receiver appointed pursuant to this Deed or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Security Agent is permitted by law to appoint an administrative receiver, includes an administrative receiver.

Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and Regulation means any of them.

Reversionary Rights means all rights which any Chargor has on the occurrence of a Termination Event (as defined in the ID Facility Agreement) or the ending of the ID Facility Agreement including, without limitation, by way of reassignment of any Debts or receipt of any Remittances.

Secured Liabilities 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 the Secured Parties under the Finance Documents except for any obligation which, if it were so included, would result in a contravention of the prohibitions in Chapter 2 (*Financial assistance for purchase of own shares*) of Part 18 of the Companies Act 2006 (or its equivalent in any other jurisdiction).

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Security Assets means all assets of each Chargor the subject of any security created by this Deed.

Security Period means the period beginning on the date of this Deed and ending on the date on which the Secured Liabilities have been irrevocably and unconditionally satisfied in full and no Secured Party has any commitment or liability, whether present or future, actual or contingent, in relation to the facilities provided under the ID Facility Agreement in relation to any Obligor. If any amount paid by any Chargor and/or in connection with the satisfaction of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of such Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purpose of this Deed.

Shares means all shares held by any Chargor in its Subsidiaries.

Subsidiary means:

- (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006; and
- (b) any company which would be a subsidiary within the meaning of section 1159 of the Companies Act 2006 but for any Security subsisting over the shares in that company from time to time,

but on the basis that a person shall be treated as a member of a company if any shares in that company are held by that person's nominee or any other person acting on that person's behalf.

1.2 Construction

- (a) Any reference in this Deed to:
 - (i) **assets** includes present and future properties, revenues and rights of every description;
 - (ii) an **authorisation** means an authorisation, consent, approval, licence, resolution, filing or registration;
 - (iii) any **Finance Document** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, amended and restated, varied, novated supplemented or replaced from time to time;
 - (iv) **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;
 - (v) a **person** includes one or more of that person's assigns, transferees or successors in title, delegates, sub-delegates and appointees (in the case of a Chargor only, in so far as such assigns, transferees or successors in title, delegates, sub-delegates and appointees are permitted in accordance with the Finance Documents) and any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality);
 - (vi) 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 regulatory, self-regulatory or other authority or organisation;
 - (vii) a **guarantee** includes any guarantee or indemnity, bond, letter of credit, documentary or other credit, or other assurance against financial loss;
 - (viii) a provision of law is a reference to that provision as amended or re-enacted;
 - (ix) words importing the singular shall include the plural and vice versa.
- (b) Clause and Schedule headings are for ease of reference only.

- (c) An Event of Default is continuing if it has not been remedied or waived in writing by the relevant party.
- (d) Capitalised terms defined in the ID Facility Agreement have the same meaning when used in this Deed unless the context requires otherwise.
- (e) 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.
- (f) Each of the charges in Clause 3 (*Creation of Security*) over each category of the assets, each asset and each sub-category of each asset specified in such clause shall be read and construed separately, as though each such category, asset and sub-category were charged independently and separately of each other and shall apply to both present and future assets.
- (g) If there is any conflict or inconsistency between the terms of the ID Facility Agreement and the terms of this Deed, the terms of the ID Facility Agreement shall prevail.

2 Covenant to pay

Each Chargor covenants with the Security Agent as trustee for the Secured Parties that it will on demand pay and discharge the Secured Liabilities when due.

3 Creation of Security

3.1 Land

Each Chargor charges:

- (a) by way of legal mortgage its interest in the Land referred to in Schedule 2 (*Land charged by way of legal mortgage*); and
- (b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land.

3.2 Shares

Each Chargor mortgages or (if or to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge:

- (a) all Shares; and
- (b) all related Distribution Rights.

3.3 Investments

Each Chargor mortgages or (if and to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge:

- (a) all Investments; and
- (b) all related Distribution Rights, including those held for it by any nominee.

3.4 Equipment

Each Chargor charges by way of fixed charge all Equipment, so far as it is not charged by way of legal mortgage under Clause 3.1 (*Land*).

3.5 Non-Vesting Debts

Each Chargor charges by way of fixed charge:

- (a) its Non-Vesting Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor; and
- (b) the benefit of all rights, Security and guarantees of whatsoever nature enjoyed or held by it in relation to anything referred to in paragraph (a) above.

3.6 Other Debts

Each Chargor charges by way of fixed charge:

- (a) all of its Other Debts required by the Security Agent (on the instructions of the Receivables Purchaser) to be paid into a Nominated Account, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor; and
- (b) the benefit of all rights, Security and guarantees of whatsoever nature enjoyed or held by it in relation to anything referred to in paragraph (a) above.

3.7 Intellectual Property Rights

Each Chargor charges by way of fixed charge all Intellectual Property Rights, including all fees, royalties and other rights of every kind relating to or deriving from such Intellectual Property Rights.

3.8 Goodwill

Each Chargor charges by way of fixed charge its goodwill.

3.9 Uncalled capital

Each Chargor charges by way of fixed charge its uncalled capital.

3.10 Authorisations

Each Chargor charges by way of fixed charge the benefit of all authorisations held by it in relation to any Security Asset.

3.11 Insurance

Each Chargor charges by way of fixed charge all of its benefits, claims and returns of premiums in respect of the Insurance.

3.12 Reversionary Rights

Each Chargor assigns to the Security Agent absolutely all of its right, title and interest in and to the Reversionary Rights.

3.13 Other assets

- (a) Each Chargor charges by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under this Clause 3 (*Creation of Security*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Deed.

3.14 Trust

- (a) Subject to paragraph (b), if or to the extent that for any reason the assignment, mortgaging or charging of any Security Asset is prohibited, each Chargor holds it on trust for the Security Agent.
- (b) If the reason referred to in paragraph (a) is that:
 - (i) a consent or waiver must be obtained; or
 - (ii) a condition must be satisfied, then:
 - (A) subject to paragraph (c), the relevant Chargor shall apply for the consent or waiver; and
 - (B) the relevant Chargor shall use all reasonable endeavours to satisfy the condition, as soon as reasonably practicable after the date of this Deed or, if the Security Asset is acquired after the date of this Deed, as soon as reasonably practicable after the date of acquisition.
- (c) Where the consent or waiver is not to be unreasonably withheld, the relevant Chargor shall:
 - (i) use all reasonable endeavours to obtain it as soon as possible; and
 - (ii) keep the Security Agent informed of the progress of the negotiations to obtain it.
- (d) On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under this Clause 3 (*Creation of Security*) and the trust referred to in paragraph (a) shall terminate.

4 Nature of Security Created

The Security created under this Deed are created:

- (a) as a continuing security and will extend for the ultimate balance of sums payable in connection with the Secured Liabilities regardless of any intermediate payment or discharge in whole or part;
- (b) (except in the case of assets which are the subject of a legal mortgage under this Deed) over all present and future assets of the kind described which are owned by any Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Security Agent as agent and trustee for the Secured Parties; and
- (d) with full title guarantee.

5 Restrictions

No Chargor shall:

- (a) create or permit to subsist any Security of whatsoever nature on any Security Asset other than a Permitted Security or as created by this Deed; or
- (b) sell, transfer, grant, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created by Clause 3.13 (*Other assets*) or with the consent of the Security Agent.

6 Conversion of Floating Charge

6.1 Conversion on notice

Subject to Clause 6.2 (*Limitation*), the Security Agent may by notice to a Chargor at any time during the Security Period convert the floating charge created by that Chargor under this Deed into a fixed charge in respect of any Security Asset specified in that notice if:

- (a) an Event of Default is continuing; or
- (b) the Security Agent considers that Security Asset to be in danger of being seized, attached, charged, taken possession of or sold under any form of distress, sequestration, execution or other process or otherwise to be in jeopardy.

6.2 Limitation

Clause 6.1 (*Conversion on notice*) shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.

6.3 Automatic conversion

The floating charge created by a Chargor under this Deed will convert automatically into fixed charges:

- (a) if the Security Agent receives notice of an intention to appoint an administrator of that Chargor;
- (b) if any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application unless that petition or application is stayed or discharged within 14 days of such presentation or application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of that Chargor over all or any part of its assets, or if such person is appointed;
- (c) if that Chargor creates or attempts to create any Security, without the prior written consent of the Security Agent, over all or any of the Security Assets (other than Permitted Security);
- (d) on the crystallisation of any other floating charge over the Security Assets;
- (e) if any person seizes, attaches, charges, takes possession of or sells any Security Asset under any form of distress, sequestration, execution or other process; and
- (f) in any other circumstances prescribed by law.

7 Representations and Warranties

7.1 Making of representations

Each Chargor makes the representations and warranties set out in this Clause 7 to the Security Agent and the Secured Parties. The representations and warranties so set out are made on the date of this Deed and are deemed to be repeated by the Chargors throughout the Security Period on those dates on which representations and warranties are to be repeated in accordance with clause 24.30 (*Times when representations made*) of the ID Facility Agreement with reference to the facts and circumstances then existing.

7.2 Capacity

Each Chargor has the capacity, power and authority to enter into this Deed and the obligations assumed by it are its legal, valid, binding and enforceable obligations subject to laws affecting creditors' rights generally.

7.3 Title

The Chargors are the sole legal and beneficial owners of the Security Assets free of any Security or third party interest of any kind (other than pursuant to or as permitted by the Finance Documents).

7.4 Security

This Deed creates the various forms of security it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of any Chargor, or otherwise.

7.5 Shares

- (a) All Shares beneficially owned by a Chargor as at the date of this Deed are described in Schedule 3 (*Shares*).
- (b) All of the Shares and, to the extent applicable, all Investments are fully paid.

8 Undertakings

8.1 Duration

The undertakings in this Clause 8 shall remain in force throughout the Security Period and are given by each Chargor to the Security Agent and the Secured Parties.

8.2 Dealing with Non-Vesting debts and Other Debts

Until the security constituted by this Deed is discharged, each Chargor shall:

- (a) in relation to Non-Vesting Debts:
 - (i) observe and perform all the warranties and covenants given by it in the ID Facility Agreement;
 - (ii) procure that all Remittances are paid into the Trust Account or any other account nominated by the Receivables Purchaser from time to time;
- (b) in relation to Other Debts:
 - (i) at the Security Agent's request (acting on the instructions of the Receivables Purchaser), send to it details of all Other Debts including the identity of the debtor, the amount owing and the due date for payment;
 - (ii) not compromise, compound or release them, exercise (or allow any other person to exercise) set off against them or otherwise deal or dispose of them;
 - (iii) not waive any right of recovery or do or omit to do anything which may delay or prejudice recovery;
 - (iv) not extend the due date for payment (other than by way of normal trade credit in the ordinary course of business);
 - (v) not assign, factor or discount them;
 - (vi) collect them in the ordinary course of its business or in accordance with any directions given by the Security Agent (acting on the instructions of the Receivables Purchaser) from time to time; and
 - (vii) unless or until the Security Agent (acting on the instructions of the Receivables Purchaser) requires otherwise, procure that all Remittances are paid into its current account with its bankers advised to the Security Agent from time to time;

- (c) if requested by the Security Agent (acting on the instructions of the Receivables Purchaser):
 - (i) open such bank accounts (including separate designated accounts, blocked accounts or trust accounts) in the name of the Chargor with such mandates as the Security Agent may specify (each a **Nominated Account**); and
 - (ii) procure that all Remittances in respect of its Other Debts are paid into such bank accounts and only deal with the monies in any such account in accordance with the written directions of the Security Agent from time to time (subject only to such rights as the bank at which the account is held may have in respect thereof);
- (d) on demand by the Security Agent (acting on the instructions of the Receivables Purchaser) execute an assignment of any Other Debts or Non-Vesting Debts in such form as the Security Agent (acting on the instructions of the Receivables Purchaser) may require and serve notice thereof on the relevant debtors;
- (e) upon crystallisation of the floating charge in Clause 3.13 (*Other assets*) not pay or otherwise deal with the monies in any of such Chargor's bank accounts except in accordance with any written directions the Security Agent (acting on the instructions of the Receivables Purchaser) may give from time to time (subject to any rights which the bank at which the account is held has in respect thereof).

8.3 Shares and Investments

Each Chargor covenants that, at all times during the Security Period:

- (a) if it forms or acquires any Subsidiary after the date of this Deed, it shall promptly notify the Security Agent;
- (b) it will promptly copy to the Security Agent, and comply with, all requests for information which is within its knowledge and which are made under section 793 of the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional document relating to any of its Shares and Investments;
- (c) it will comply with all other conditions and obligations assumed by it in respect of any of the Shares and Investments where failure to so comply would in the reasonable opinion of the relevant Chargor adversely affect the interests of the Secured Parties; and
- (d) promptly following receipt, each Chargor shall forward to the Security Agent copies of all notices, documents and other communications received in connection with the Shares and Investments.

8.4 Reversionary Rights

Each Chargor shall:

- (a) comply with all its obligations under the ID Facility Agreement and shall not do or permit to be done anything which would or might have the effect of releasing, varying, altering, transferring, encumbering or interfering with the Reversionary Rights in any way;
- (b) notify the Security Agent promptly upon becoming aware of any claim or proceedings current or threatened which might materially affect the Reversionary Rights;
- (c) use its best endeavours to enforce all rights it has in respect of the Reversionary Rights and will do or permit to be done each and every thing which the Security Agent reasonably requires for the purpose of enforcing its rights in respect of the Reversionary Rights.

9 Enforcement

9.1 When Security becomes enforceable

The Security created by a Chargor under this Deed shall become enforceable:

- (a) whilst an Event of Default is continuing; or
- (b) if a Chargor so requests.

9.2 Powers on enforcement

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

- (a) serve notice upon any bank at which an Other Account is open, terminating the Chargor's right to operate such Other Account;
- (b) exercise all the powers and rights conferred on mortgagees by the Act, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the Act;
- (c) 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 Security Asset, without the restrictions imposed by sections 99 and 100 of the Act;
- (d) to the extent that any Security Asset constitutes Financial Collateral, as defined in the Regulations, appropriate it and transfer the title in and to it to the Security Agent insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18;
- (e) subject to Clause 10.1 (*Method of appointment and removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets; and
- (f) appoint an administrator of any Chargor.

9.3 Disposal of the Security Assets

In exercising the powers referred to in Clause 9.2 (*Powers on enforcement*), the Security Agent or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

9.4 Application of moneys

- (a) The Security Agent or any Receiver shall apply moneys received by them under this Deed after the Security created under this Deed have become enforceable in accordance with the terms of the ID Facility Agreement and section 109(8) of the Act shall not apply.
- (b) Clause 9.4(a) will override any appropriation made by a Chargor.

10 Appointment and powers of Receivers

10.1 Method of appointment and removal

- (a) The Security Agent may not appoint a Receiver by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.
- (b) Every appointment or removal of a Receiver, of any delegate or of any other person by the Security Agent pursuant to this Deed may be made in writing under the hand of any officer or manager of the Security Agent (subject to any requirement for a court order in the removal of an administrative receiver).

10.2 Powers of Receiver

Every Receiver shall have all the powers:

- (a) of the Security Agent under this Deed;
- (b) conferred by the Act on mortgagees in possession and on receivers appointed under the Act;
- (c) in relation to, and to the extent applicable to, the Security Assets or any of them, the powers specified in Schedule 1 of the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver within the meaning of that Act); and
- (d) in relation to any Security Asset, which he would have if he were its only beneficial owner.

10.3 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.

10.4 Receiver as agent

Every Receiver shall be the agent of the relevant Chargor which shall be solely responsible for his acts and defaults and for the payment of his remuneration.

10.5 Receiver's remuneration

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

10.6 Delegation

- (a) The Security Agent and any Receiver may, for the time being and from time to time, delegate by power of attorney or in any other manner (including, without limitation, under the hand of any manager of the Security Agent) to any person any right, power or discretion exercisable by the Security Agent or such Receiver (as the case may be) under this Deed.
- (b) Any such delegation may be made upon the terms (including, without limitation, power to sub delegate) and subject to any regulations which the Security Agent or such Receiver (as the case may be) may think fit.
- (c) Neither the Security Agent nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub delegate who shall be entitled to all the indemnities to which his appointor is entitled under this Deed.

11 Protection of purchasers

No purchaser or other person dealing with the Security Agent or any Receiver shall be bound or concerned:

- (a) to see or enquire whether the right of the Security Agent or any Receiver to exercise any of the powers conferred by this Deed has arisen or not;
- (b) with the propriety of the exercise or purported exercise of those powers; or
- (c) with the application of any moneys paid to the Security Agent, to any Receiver or to any other person.

12 Protection of the Secured Parties and Receivers

12.1 Exclusion of liability

None of the Security Agent, the other Secured Parties, any Receiver or any of their respective officers or employees shall have any responsibility or liability:

- (a) for any action taken, or any failure to take any action, in relation to all or any of the Security Assets;
- (b) to account as mortgagee in possession or for any loss upon realisation of any Security Asset;
- (c) for any loss resulting from any fluctuation in exchange rates in connection with any purchase of currencies; or
- (d) for the loss or destruction of, or damage to, any of the Security Assets, or to any documents of or evidencing title to them, which are in the possession or held to the order of any such person (and which will be held by such persons at the expense and risk of the Chargors); or
- (e) for any other default or omission in relation to all or any of the Security Assets for which a mortgagee in possession might be liable,

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

12.2 General indemnity

Each Chargor shall indemnify the Security Agent, the other Secured Parties, any Receiver and their respective officers and employees against all actions, proceedings, demands, claims, costs, expenses, and other liabilities incurred by them in respect of all or any of the following:

- (a) any act or omission by any of them in relation to all or any of the Security Assets;
- (b) any payment relating to or in respect of all or any of the Security Assets which is made at any time by any of them;
- (c) 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;
- (d) carrying out or purporting to carry out any of the rights, powers and discretions conferred on them by or permitted under this Deed; and
- (e) any breach by the Chargor of any of its covenants or other obligations to the Security Agent or any other Secured Party,

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

12.3 Indemnity out of the Security Assets

The Security Agent, the other Secured Parties, any Receiver and their respective officers and employees shall be entitled to be indemnified out of the Security Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 12.2 (*General indemnity*).

12.4 Enforcement Expenses

Immediately upon demand, each Chargor shall pay all other costs and expenses (including legal fees and VAT) incurred from time to time in connection with the enforcement of or preservation of rights under this Deed by the Security Agent, or any Receiver, attorney, manager, agent or other person appointed by the Security Agent under this Deed or by statute, and keep each of them indemnified against any failure or delay in paying the same.

13 Further Assurances

13.1 Application to Land Registrar

Each Chargor consents to the registration against the registered titles specified in Schedule 2 (*Land charged by way of legal mortgage*) of:

- (a) 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] is to be registered without a written consent signed by the proprietor for the time being of the debenture dated [date of debenture] in favour of [Security Agent] (as agent and trustee for the Secured Parties referred to in that debenture) referred to in the charges register or, if appropriate, signed on such proprietor's behalf by an authorised signatory of [Security Agent] (Form P)"; and

- (b) a notice that the Participants are under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents.

13.2 Further action

Each Chargor shall, at its own expense, promptly take any action and sign or execute any further documents which the Security Agent may require in order to:

- (a) give effect to the requirements of this Deed;
- (b) protect, preserve and perfect the Security intended to be created by or pursuant to this Deed;
- (c) protect and preserve the ranking of the Security intended to be created by or pursuant to this Deed with any other Security over any assets of any Chargor; or
- (d) facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Security Agent, any Receiver or any administrator in connection with all or any of the Security Assets,

and any such document may (i) disapply section 93 of the Act and (ii) contain an assignment to the Security Agent of the Book Debts in any manner reasonably required by the Security Agent.

13.3 Deposit of documents

Each Chargor covenants that, on the date of this Deed and at all times during the Security Period as soon as it receives them (and in any event as soon as the Security Agent so requests), it shall deposit with the Security Agent, in respect of or in connection with the Security Assets:

- (a) all deeds, certificates and other documents of or evidencing title;
- (b) in respect of Shares (other than in respect of the Shares in Westcoast France SAS and Westcoast Europe BV) and Investments mortgaged under Clause 3.2 (*Shares*) and 3.3 (*Investments*) respectively, signed undated transfers, completed in blank and, if the Security Agent so requires, pre- stamped; and
- (c) any other documents which the Security Agent may from time to time require for perfecting its title, or the title of any purchaser,

all of which will be held by the Security Agent at the expense and risk of the relevant Chargor.

13.4 Law of Property (Miscellaneous Provisions) Act 1994

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to the provisions set out in this Clause 13 (*Further Assurances*).

14 Power of Attorney

14.1 Appointment

Each Chargor irrevocably and by way of security appoints each of:

- (a) the Security Agent;
- (b) any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Security Agent; and
- (c) any Receiver,

jointly and severally as that Chargor's attorney, in that Chargor's name, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit following the occurrence of an Event of Default or following the failure by that Chargor to comply with a request from the Security Agent in accordance with the terms of this Deed, to take any action and sign or execute any further documents which that Chargor is required to take, sign or execute in accordance with this Deed.

14.2 Ratification

Each Chargor agrees, promptly on the request of the Security Agent or any Receiver, to ratify and confirm all such actions taken and documents signed or executed.

15 Preservation of Security

15.1 Reinstatement

If any payment by a Chargor or any discharge given by the Security Agent (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of each Chargor shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Security Agent shall be entitled to recover the value or amount of that security or payment from each Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

15.2 Waiver of defences

The obligations of each Chargor under this Deed will not be affected by an act, omission, matter or thing which, but for this Clause 15.2 (*Waiver of defences*), would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or the Security Agent or any other Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Chargor or other person;
- (b) the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor of any Chargor or any other person;
- (c) 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 Chargor or any 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;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor or any other person;

- (e) any amendment (however fundamental) or replacement of a Finance Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

15.3 Chargor intent

Without prejudice to the generality of Clause 15.2 (*Waiver of defences*), each Chargor expressly confirms that it intends that the security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following:

- (a) acquisitions of any nature;
- (b) increasing working capital;
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers;
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and
- (i) any fees, costs and/or expenses associated with any of the foregoing.

15.4 Immediate recourse

Each Chargor waives any right it may have of first requiring the Security Agent to proceed against or enforce any other rights or security or claim payment from any person before enforcing the security constituted by this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

15.5 Appropriations

Until the expiry of the Security Period, the Security Agent may:

- (a) refrain from applying or enforcing any other monies, security or rights held or received by the Security Agent in respect of the Secured Liabilities, or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from any Chargor or on account of any Chargor's liability in respect of the Secured Liabilities.

15.6 Deferral of Chargors' rights

Until the expiry of the Security Period, and unless the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents:

- (a) to be indemnified by any other Chargor;
- (b) to claim any contribution from any other guarantor of any Chargor's obligations under the Finance Documents; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any of the Security Agent's rights under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Security Agent.

15.7 Additional Security

This Deed is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security now or in the future held by or available to any Secured Party.

15.8 New Accounts

If a Secured Party receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Security Assets it may open a new account or accounts with any Chargor and, if it does not do so, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that subsequent Security, and as from that time all payments made by the relevant Chargor to that Secured Party:

- (a) shall be credited or be treated as having been credited to the new account of that Chargor; and
- (b) shall not operate to reduce the Secured Liabilities at the time when that Secured Party received or was deemed to have received such notice.

16 Notices

Any communications to be made under or in connection with this Deed shall be made in accordance with clause 42 (*Notices*) of the ID Facility Agreement.

17 Miscellaneous Provisions

17.1 Tacking

For the purposes of section 94(1) of the Act and section 49(3) of the Land Registration Act 2002 the Security Agent confirms on behalf of the Finance Parties that the Finance Parties shall make further advances to the Parent and the Clients on the terms and subject to the conditions of the Finance Documents.

17.2 Separate Charges

This Deed shall, in relation to each Chargor, be read and construed as if it were a separate Deed relating to such Chargor to the intent that if any Security created by any other Chargor in this Deed shall be invalid or liable to be set aside for any reason, this shall not affect any Security created under this Deed by such first Chargor.

17.3 Invalidity

If, at any time, any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

17.4 Rights and Remedies

The rights of the Secured Parties under this Deed are cumulative, may be exercised as often as considered appropriate and are in addition to the general law. Such rights (whether arising hereunder

or under the general law) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing and, in particular, any failure to exercise or delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right, any defective or partial exercise of any such rights shall not preclude any other or further exercise of that or any other such right, and no act or course of conduct or negotiation by any Secured Party or on its behalf shall in any way preclude it from exercising any such right or constitute a suspension or any variation of any such right.

17.5 Accession of Affiliates

- (a) To the extent that any Affiliate of the Company is required by the terms of the Finance Documents to provide Security over its assets under English law, it may do so by executing a Deed of Accession and such Affiliate shall on the date which such Deed of Accession is executed by it become a party to this Deed in the capacity of a Chargor and this Deed shall be read and construed for all purposes as if such company had been an original party to this Deed as a Chargor (but for the avoidance of doubt the security created by such company shall be created on the date of the Deed of Accession).
- (b) Each Chargor (other than the Company) by its execution of this Deed or any Deed of Accession, irrevocably appoints the Company to execute on its behalf any Deed of Accession without further reference to or the consent of such Chargor and such Chargor shall be bound by any such Deed of Accession as if it had itself executed such Deed of Accession.

18 Release

Upon the expiry of the Security Period (but not otherwise), the Security Agent shall, at the request and cost of the Chargors, take whatever action is necessary to release the Security Assets from the security constituted by this Deed and/or reassign the benefit of the Security Assets to the Chargors. Section 93 of the Act shall not apply to this Deed.

19 Governing Law and Jurisdiction

19.1 Governing Law

English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.

19.2 Jurisdiction

- (a) 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) (a **Dispute**).
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) This Clause 19.2 (*Jurisdiction*) is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, a Secured Party may take concurrent proceedings in any number of jurisdictions.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

Schedule 1 The Chargors

Name of Chargor	Jurisdiction of incorporation	Registration number (if any)
Westcoast (Holdings) Limited	England	03359843
Westcoast Limited	England	01816587
Viglen Limited	England	01208441
XMA Limited	England	02051703
Colourgen Ltd.	England	01929652
Art Systems Limited	England	03079342
Art Systems Holdings Limited	England	06888769
Data Select Network Solutions Limited	England	05616365
Data Select Limited	England	03662640

Schedule 2
Land charged by way of legal mortgage

None at the date of this Deed

Schedule 3 Shares

Chargor	Company Name	Type of Share	Number of Shares
Westcoast (Holdings) Limited	Westcoast Limited	Ordinary	100,000
Westcoast (Holdings) Limited	Clarity Computer (Distribution) Limited	Ordinary	100
Westcoast (Holdings) Limited	Art Systems Holdings Limited	Ordinary	25,000
		A Ordinary	12,500
		B Ordinary	2,500
Westcoast (Holdings) Limited	Westcoast France SAS	Ordinary	1,001,000
Westcoast (Holdings) Limited	Westcoast Europe BV	Ordinary	1
Westcoast (Holdings) Limited	Viglen Limited	Ordinary	20,000
		Deferred	10,000
Westcoast Limited	Westcoast Peripherals Limited	Ordinary	100
Art Systems Holdings Limited	Art Systems Limited	Ordinary	50,000
		A Ordinary	25,000
Art Systems Limited	Colourgen Ltd.	Ordinary	36,000
Viglen Limited	XMA Limited	Ordinary	533,332
Westcoast (Holdings) Limited	Data Select Network Solutions Limited	Ordinary	15,300
Westcoast (Holdings) Limited	Data Select Limited	Ordinary	2

Schedule 4 Deed of Accession

THIS DEED OF ACCESSION is dated [•] and made

BETWEEN

- (1) [•] **Limited** [registered in England with number [•] whose registered office is at [•]] [a corporation organised and existing under the laws of [•] whose principal place of business is at [•]] [of [•]] (the **New Chargor**);
- (2) **Westcoast (Holdings) Limited** registered in England with number 03359843 for itself and as agent for and on behalf of each of the other Chargors presently party to the Debenture (as defined below) (**Company**); and
- (3) **Lloyds Bank Commercial Finance Limited** registered in England with number 00733011, as agent and trustee for the Secured Parties (the **Security Agent**).

RECITALS

- (A) The Company and others as Chargors entered into a debenture dated [•] (as supplemented and amended from time to time, the Debenture) in favour of the Security Agent.
- (B) The New Chargor has at the request of the Company and in consideration of the Finance Parties continuing to make facilities available to the Chargors and after giving due consideration to the terms and conditions of the Finance Documents and the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Deed by it will be of benefit to it, decided in good faith and for the purpose of carrying on its business to enter into this Deed and thereby become a Chargor under the Debenture.
- (C) The Chargors and the Security Agent intend that this document take effect as a deed notwithstanding that it may be executed under hand.

IT IS AGREED:

- 1 Terms defined in the Debenture have the same meaning when used in this Deed.
- 2 The New Chargor agrees to become a party to and 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 to the Debenture in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed).
- 3 The New Chargor undertakes to be bound by all of the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.
- 4 The New Chargor grants to the Security Agent the assignments, charges, mortgages and other Security described in the Debenture as being granted, created or made by Chargors under the Debenture to the intent that its assignments, charges, mortgages and other Security shall be effective and binding upon it and its property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Debenture or in any other Deed of Accession.
- 5 The Debenture and this Deed shall be read and construed as one to the extent and so that references in the Debenture to:

- (a) this Deed and similar phrases shall be deemed to include this Deed;
 - (b) Schedule 2 shall be deemed to include a reference to Part 1 of the Schedule to this Deed; and
 - (c) Schedule 3 shall be deemed to include a reference to Part 2 of the Schedule to this Deed;
- 6 The Company, for itself and as agent for and on behalf of the other Chargors under the Debenture, agrees and consents to all of the matters provided for in this Deed.
- 7 Without limiting the generality of the other provisions of this Deed and the Debenture, pursuant to the terms of this Deed and the Debenture, the New Chargor as security for the payment and performance of the Secured Liabilities, and in the manner specified in clause 4 (*Nature of Security Created*) of the Debenture:
- (a) charges to the Security Agent by way of legal mortgage all of the property (if any) now belonging to it brief descriptions of which are specified in Schedule 2 (*Land charged by way of legal mortgage*) to the Debenture and/or Part 1 of the Schedule to this Deed; and
 - (b) mortgages or (if to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge to the Security Agent all of the Shares (if any) brief descriptions of which are specified in Part 2 of the Schedule to this Deed (which shall from today's date form part of the Shares for the purposes of the Debenture) and all related Distribution Rights.
- 8 English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE

Part 1 – Land

[Insert details of any real property owned by the New Chargor]

Part 2 –Shares

[Insert details of all Group Shares of the New Chargor]

SIGNATORIES

[to the Deed of Accession]

The New Chargor

Executed as a deed by)
● **Limited**)
acting by a director in the presence of:)

Signature of witness:

.....

Name of witness:

.....

Address:

.....

.....

The Company

for itself and as agent for the other
Chargors party to the Debenture

Executed as a deed by)
Westcoast (Holdings) Limited)
acting by a director in the presence of:)

Signature of witness:

.....

Name of witness:

.....

Address:

.....

.....

The Security Agent

Lloyds Bank Commercial Finance Limited

By:

Signatories

The Chargors

Executed as a deed by
Westcoast (Holdings) Limited
acting by a director in the presence of:

Signature of witness:

Name of witness:

Address:

[Redacted]

[Redacted]

EMILY GARVEY

Arrowhead Park
Arrowhead Road
Theale
Reading
RG7 4AH

Executed as a deed by
Westcoast Limited
acting by a director in the presence of:

Signature of witness:

Name of witness:

Address:

[Redacted]

[Redacted]

EMILY GARVEY

Arrowhead Park
Arrowhead Road
Theale
Reading
RG7 4AH

Executed as a deed by
Viglen Limited
acting by a director in the presence of:

Signature of witness:

Name of witness:

Address:

[Redacted]

[Redacted]

EMILY GARVEY

Arrowhead Park
Arrowhead Road
Theale
Reading
RG7 4AH

Executed as a deed by
XMA Limited
acting by a director in the presence of:

Signature of witness:

Name of witness:

Address:

Executed as a deed by
Colourgen Ltd.
acting by a director in the presence of:

Signature of witness:

Name of witness:

Address:

Executed as a deed by
Art Systems Limited
acting by a director in the presence of:

Signature of witness:

Name of witness:

Address:



EMILY GARVEY

Arrowhead Park
Arrowhead Road
Theale
Reading
RG7 4AH

)
)
)



EMILY GARVEY

Arrowhead Park
Arrowhead Road
Theale
Reading
RG7 4AH

Executed as a deed by
XMA Limited
acting by a director in the presence of:

)
)
)

Signature of witness:

.....

Name of witness:

.....

Address:

.....

.....

Executed as a deed by
Colourgen Ltd.
acting by a director in the presence of:

)
)
)



Signature of witness:



Name of witness:

S. F. Bliss

Address:



Executed as a deed by
Art Systems Limited
acting by a director in the presence of:

)
)
)

Signature of witness:

.....

Name of witness:

.....

Address:

.....

.....

Executed as a deed by
Art Systems Holdings Limited
acting by a director in the presence of:

Signature of witness:

Name of witness:

Address:

Executed as a deed by
Data Select Limited
acting by a director in the presence of:

Signature of witness:

Name of witness:

Address:

Executed as a deed by
Data Select Network Solutions Limited
acting by a director in the presence of:

Signature of witness:

Name of witness:

Address:

[Redacted]

)

[Redacted]

EMILY GARVEY

Arrowhead Park
Arrowhead Road
Theale
Reading
RG7 4AH

[Redacted]

)

[Redacted]

EMILY GARVEY

Arrowhead Park
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RG7 4AH

[Redacted]

)

[Redacted]

EMILY GARVEY

Arrowhead Park
Arrowhead Road
Theale
Reading
RG7 4AH

The Security Agent

Lloyds Bank Commercial Finance Limited

By:



Name: MARTIN KING

Title: DIRECTOR