



Registration of a Charge

Company name: **LANDS IMPROVEMENT HOLDINGS LIMITED**

Company number: **01257600**



X5DMLA1V

Received for Electronic Filing: **18/08/2016**

Details of Charge

Date of creation: **04/08/2016**

Charge code: **0125 7600 0004**

Persons entitled: **PINSENT MASONS LLP**

Brief description: **LANDS IMPROVEMENT HOLDINGS LANDMATCH S.À.R.L LAND AT HADDENHAM AERODROME, HADDENHAM (TITLE NUMBER: BM233773) LAND ON THE NORTH WEST SIDE OF DOLLICOTT, HADDENHAM (TITLE NUMBER: BM114573) LANDS IMPROVEMENT HOLDINGS LANDMATCH S.À.R.L LAND AT HIGH LEIGH HODDESDON (TITLE NUMBER: HD399112) NOTE: PLEASE SEE DEBENTURE FOR FURTHER DETAILS**

Contains fixed charge(s).

Contains floating charge(s) .

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: 1257600

Charge code: 0125 7600 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th August 2016 and created by LANDS IMPROVEMENT HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th August 2016 .

Given at Companies House, Cardiff on 19th August 2016

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 4 August 2016

(1) THE CHARGORS

(2) HSBC BANK PLC
(as Security Agent)

DEBENTURE



Pinsent Masons

CONTENTS

Clause		Page
1	INTERPRETATION	1
2	COVENANT TO PAY	7
3	CHARGES	7
4	CRYSTALLISATION OF FLOATING CHARGE	10
5	PERFECTION OF SECURITY	12
6	COVENANTS	15
7	SHARES AND SECURITIES	15
8	INTELLECTUAL PROPERTY	17
9	MONETARY CLAIMS	17
10	CHARGED HEDGING AGREEMENTS	17
11	CHARGED SUBORDINATED DOCUMENTS	18
12	ACCOUNTS	18
13	ASSIGNED CONTRACTS AND ASSIGNED INSURANCES	21
14	PROTECTION OF SECURED ASSETS	22
15	DEMAND AND ENFORCEMENT	22
16	RECEIVERS	23
17	APPLICATION OF MONEYS	24
18	POWER OF ATTORNEY	25
19	CONSOLIDATION	25
20	PROTECTION OF THIRD PARTIES	26
21	PROTECTION OF THE SECURITY AGENT, THE FINANCE PARTIES AND ANY RECEIVER	26
22	PROVISIONS RELATING TO THE SECURITY AGENT	27
23	PRESERVATION OF SECURITY	28
24	RELEASE	30
25	MISCELLANEOUS PROVISIONS	30
26	NOTICES	31
27	GOVERNING LAW	32

28	ENFORCEMENT	32
	SCHEDULE 1 - THE CHARGORS	34
	SCHEDULE 2 - DETAILS OF LAND	38
	SCHEDULE 3 - DETAILS OF SHARES	40
	SCHEDULE 4 - DETAILS OF ASSIGNED INSURANCES	41
	SCHEDULE 5 - DETAILS OF ASSIGNED ACCOUNTS	42
	SCHEDULE 6 - DETAILS OF EXCLUDED ASSETS	43
	SCHEDULE 7 - DEED OF ACCESSION	46
	SCHEDULE 8 - FORM OF NOTICE OF ASSIGNMENT OF INSURANCE	51
	SCHEDULE 9 - FORM OF NOTICE OF ASSIGNMENT OF ASSIGNED ACCOUNTS (NOT BLOCKED ACCOUNTS)	53
	SCHEDULE 10 - FORM OF NOTICE OF ASSIGNMENT OF BLOCKED ACCOUNTS	56
	SCHEDULE 11 - FORM OF NOTICE OF ASSIGNMENT OF ASSIGNED CONTRACT	58
	SCHEDULE 12 – FORM OF NOTICE OF ASSIGNMENT OF SUBORDINATED DEBT	61

THIS DEED is made on 4 August 2016

BETWEEN:-

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

INTRODUCTION

- (A) The Finance Parties have agreed to make a revolving credit facility available to the Borrower (as defined below) on the terms and conditions set out in the Facility Agreement (as is defined below).
- (B) The Chargors have agreed to enter into this Deed to provide Security over their assets to the Security Agent to hold on trust for itself and the other Finance Parties.

IT IS AGREED as follows:-

1. INTERPRETATION

1.1 Definitions

In this Deed:-

"Account" means any account now or at any time (and from time to time) opened, owned, operated, held or maintained by any Chargor (or in which any Chargor has an interest) at any bank or financial institution in any jurisdiction (and shall include any replacement account, subdivision or sub-account of that account) and all moneys from time to time standing to the credit (including any interest thereon) of such accounts

"Assigned Account" means:-

- (a) each of the Accounts specified in Schedule 5 (*Details of Assigned Accounts*) (and any renewal or redesignation of such Accounts);
- (b) any Blocked Accounts which are maintained with any bank or financial institution other than the Security Agent; and
- (c) any other Account agreed by the Security Agent and the Borrower in writing to be an Assigned Account

"Assigned Contracts" means:-

- (a) the Hedging Agreements other than the Charged Hedging Agreements; and
- (b) the option agreement dated 13 June 2001 and made between (1) Redland Property Holdings

Limited, La Farge Aggregates Limited and Steelley Aggregates Limited and (2) Landmatch Limited and A.L.I.H. (Properties) Limited (the "**Lafarge Option Agreement**")

"Assigned Insurances"	means the Insurances (if any) specified in Schedule 4 (<i>Assigned Insurances</i>) (including any renewal, substitution or replacement of such Insurance)
"Authorisations"	has the meaning given to that term in the Facility Agreement
"Blocked Account"	means:- <ul style="list-style-type: none"> (a) any Finance Account (and any renewal or redesignation of such account); (b) any Disposals Account (and any renewal or redesignation of such account); (c) any Cure Account (and any renewal or redesignation of such account; and (d) any other Account agreed by the Security Agent and the Borrower in writing to be a Blocked Account
"Borrower"	means LIH Financing Limited registered in England and Wales (registered number 10187550)
"Charged Account"	means:- <ul style="list-style-type: none"> (a) the Accounts maintained by any Chargor with the Security Agent and agreed by the Security Agent and the Borrower in writing to be a Charged Account; and (b) any Blocked Accounts maintained with the Security Agent (acting in any capacity)
"Charged Hedging Agreements"	means any Hedging Agreement entered into by the Borrower with the Security Agent
"Deed of Accession"	means a deed substantially in the form of Schedule 7 (<i>Deed of Accession</i>) executed, or to be executed, by a person becoming a Chargor
"Default"	has the meaning given to that term in the Facility Agreement
"Default Rate"	means the rate specified in clause 8.4 (<i>Default interest</i>) of the Facility Agreement
"Event of Default"	has the meaning given to that term in the Facility Agreement
"Excluded Assets"	means each of the assets (and all and any related rights, benefits, interests and agreements in respect of such assets) described in Schedule 6 (<i>Excluded Assets</i>)

"Facility Agreement"	means the Facility Agreement dated on or about the date of this Deed between, among others, the Chargors, the Agent and the Security Agent
"Finance Documents"	has the meaning given to that term in the Facility Agreement
"Finance Parties"	has the meaning given to that term in the Facility Agreement
"Insurances"	has the meaning given to that term in the Facility Agreement
"Intellectual Property"	<p>means any of the following:-</p> <ul style="list-style-type: none"> (a) all interests in respect of any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents (including supplementary protection certificates), trade marks, service marks, registered designs and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above; (b) any brand and trade names, domain names, invention, copyright, design right or performance right; (c) any confidential information; and (d) the benefit of any agreement or licence for the use of any such right, <p>and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above together with any registrations, extensions, renewals or applications of or for the same, now or at any time hereafter (and from time to time) owned or held by any Property Obligor or (to the extent of its interest) in which any Property Obligor has an interest</p>
"Land"	has the meaning given to that term in section 205(1) of the LPA but for these purposes "Land" excludes heritable property situated in Scotland
"LPA"	means the Law of Property Act 1925
"Monetary Claims"	means all book and other debts, rentals, royalties, fees, VAT and monetary claims now or in the future owing to each Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, together with all cheques, bills of exchange, negotiable instruments, indemnities, credits and securities at any time given in relation to, or to secure payment of, any such debt
"Party"	means a party to this Deed

"Plant and Equipment"	means all plant, machinery or equipment (including office equipment, computers, vehicles and other equipment) of each Property Obligor in respect of the Properties only of any kind and the benefit of all licences, warranties and contracts relating to the same
"Receiver"	means any receiver, receiver and manager or, to the extent permitted by law, an administrative receiver (whether appointed pursuant to this Deed or any statute, by a court or otherwise) of the whole or any part of the Secured Assets
"Regulations"	means the Financial Collateral Arrangements (No2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements
"Related Rights"	means in relation to any Secured Asset:- <ul style="list-style-type: none"> (a) the proceeds of sale of all or any part of that Secured Asset; (b) allotments, rights, money or property arising from that Secured Asset, by way of conversion, exchange, redemption, bonus, preference, option or otherwise; (c) all rights under any licence, agreement for sale or agreement for lease in respect of that Secured Asset; (d) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that Secured Asset; and (e) any moneys and proceeds or income paid or payable in respect of that Secured Asset
"Secured Assets"	means all the assets and undertaking of the Chargors which from time to time are, or purport to be, the subject of the Security created in favour of the Security Agent by or pursuant to this Deed
"Secured Liability"	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 Chargor to any Secured Party under each Finance Document (together the "Secured Liabilities")
"Securities"	means all or any stocks, shares (other than any Shares) or other financial instruments (as defined in the Regulations) including those held via a nominee, trustee or clearing system
"Security"	means a mortgage, standard security, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement

having a similar effect

"Security Period"

means the period beginning on the date of this Deed and ending on the date which:-

- (a) all of the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Finance Party has any further commitment, obligation or liability under or pursuant to the Finance Documents

"Shares"

means:-

- (a) all of the shares in the capital of each of the companies specified in Schedule 3 (*Details of Shares*); and
- (b) any shares in the capital of any other member of the Group owned by any Chargor or held by any nominee on behalf of any Chargor at any time, other than any shares issued by a company incorporated in Luxembourg

"Subordinated Assets"

means:-

- (a) the Subordinated Debt;
- (b) the Subordinated Documents; and
- (c) all Related Rights under or in connection with the Subordinated Debt and the Subordinated Documents

"Subordinated Debt"

means all present and future obligations or liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to a Chargor pursuant to a Subordinated Document or otherwise

"Subordinated Documents"

means all agreements evidencing or recording the terms of the Subordinated Debt

1.2 Incorporation of terms

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

1.3 Interpretation

1.3.1 The principles of interpretation set out in clauses 1.2 to 1.4 of the Facility Agreement shall apply to this Deed insofar as they are relevant to it.

1.3.2 Unless the context otherwise requires, a reference to a "**Finance Document**" or any other agreement, deed or instrument is a reference to that Finance Document or other agreement, deed or instrument as amended, novated, supplemented, restated or replaced (however fundamentally) and includes any increase in, extension of, or change to, any

facility made available under that Finance Document or other agreement, deed or instrument and includes any increase in, extension of or change to any facility made available under that Finance Document or other agreement, deed or instrument.

1.3.3 The liabilities of the Chargors under this Deed are joint and several.

1.4 Acknowledgement

Each Chargor acknowledges that the Security Agent enters into this Deed for itself and as trustee for the Finance Parties who shall be entitled to the full benefit of this Deed.

1.5 Effect as a deed

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

1.6 Law of Property (Miscellaneous Provisions) Act 1989

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

1.7 Third party rights

1.7.1 Each Finance Party, any Receiver and their respective officers, employees and agents may enforce any term of this Deed which purports to confer a benefit on that person, but no other person who is not a Party has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

1.7.2 Notwithstanding any term of any Finance Document, the Parties and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed without the consent of any person who is not a Party.

1.8 Continuing Event of Default

An Event of Default is "continuing" if it has not been remedied in accordance with the relevant provision of Clause 24 (*Events of Default*) of the Facility Agreement prior to any steps being taken under Clause 24.16 (*Acceleration*) of the Facility Agreement or waived.

1.9 Nominees

If the Security Agent causes or requires Shares or any other asset to be registered in the name of its nominee, any reference in this Deed to the Security Agent shall, if the context permits or requires, be construed as a reference to the Security Agent and its nominee.

1.10 Conflict of Terms

To the extent that there is any conflict and/or contradiction and/or inconsistency between the terms of this Deed and the terms of the Facility Agreement, the terms of the Facility Agreement shall prevail.

2. COVENANT TO PAY

2.1 Secured Liabilities

Each Chargor covenants that it will pay and discharge the Secured Liabilities when due in accordance with the terms of the Finance Documents.

2.2 Interest

Each Chargor covenants to pay interest at the Default Rate to the Security Agent on any sum not paid in accordance with Clause 2.1 (*Secured Liabilities*) until payment (both before and after judgment).

3. CHARGES

3.1 Land

Each Property Obligor charges:

3.1.1 by way of first legal mortgage all Land described in Schedule 2 (*Details of Land*); and

3.1.2 by way of first fixed charge:-

- (a) all Land vested in any Property Obligor on the date of this Deed to the extent not effectively mortgaged by Clause 3.1.1;
- (b) all licences to enter upon or use Land and the benefit of all other agreements relating to Land; and
- (c) all Land acquired by any Property Obligor after the date of this Deed.

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 the Shares and all Related Rights under or in connection with the Shares.

3.3 Securities

Each Chargor mortgages or (if or to the extent that this Deed does not take effect as a mortgage) charges by way of first fixed charge the Securities and all Related Rights under or in connection with the Securities.

3.4 Intellectual Property

Each Property Obligor charges by way of first fixed charge the Intellectual Property and all Related Rights under or in connection with the Intellectual Property.

3.5 Monetary Claims

Each Property Obligor charges by way of first fixed charge the Monetary Claims and all Related Rights under or in connection with the Monetary Claims.

3.6 Charged Accounts

Each Chargor charges by way of first fixed charge:-

- 3.6.1 all amounts standing to the credit of the Charged Accounts; and
- 3.6.2 all Related Rights under or in connection with the Charged Accounts.

3.7 Plant and Equipment

Each Property Obligor charges by way of first fixed charge:-

- 3.7.1 the Plant and Equipment (to the extent not effectively charged by Clauses 3.1.1 or 3.1.2) other than any Plant and Equipment which is for the time being part of any Property Obligor's stock-in-trade or work-in-progress; and
- 3.7.2 all Related Rights under or in connection with the Plant and Equipment.

3.8 Charged Hedging Agreements

The Borrower charges by way of first fixed charge:-

- 3.8.1 the benefit of the Charged Hedging Agreements; and
- 3.8.2 all Related Rights under or in connection with the Charged Hedging Agreements.

3.9 Goodwill

Each Property Obligor charges by way of first fixed charge its present and future goodwill.

3.10 Uncalled capital

Each Property Obligor charges by way of first fixed charge its uncalled capital.

3.11 Authorisations

Each Property Obligor charges by way of first fixed charge the benefit of all licences, consents, agreements and Authorisations held by or used in connection with the business of such Property Obligor or the use of any of its assets.

3.12 Subordinated Debt

To the extent not effectively assigned under Clause 3.16 (*Assigned Subordinated Debt*), each Chargor charges by way of first fixed charge:-

- 3.12.1 the Subordinated Debt;
- 3.12.2 the Subordinated Documents; and
- 3.12.3 all Related Rights under or in connection with the Subordinated Debt and the Subordinated Documents.

3.13 Assigned Contracts

Each Property Obligor assigns absolutely by way of security, subject to a proviso for reassignment on the irrevocable discharge in full of the Secured Liabilities, all its right, title and interest from time to time in:-

- 3.13.1 the Assigned Contracts to which it is a party; and

- 3.13.2 all Related Rights under or in connection with the Assigned Contracts to which it is a party.

3.14 Assigned Insurances

Each Property Obligor assigns absolutely by way of security, subject to a proviso for reassignment on the irrevocable discharge in full of the Secured Liabilities, all its right, title and interest from time to time in:

- 3.14.1 the Assigned Insurances to which it is a party; and
- 3.14.2 all Related Rights under or in connection with the Assigned Insurances to which it is a party.

3.15 Assigned Accounts

Each Chargor assigns absolutely by way of security, subject to a proviso for reassignment on the irrevocable discharge in full of the Secured Liabilities, all its right, title and interest from time to time in:-

- 3.15.1 the Assigned Accounts in its name; and
- 3.15.2 all Related Rights under or in connection with the Assigned Accounts in its name.

3.16 Assigned Subordinated Debt

- 3.16.1 Each Chargor assigns absolutely by way of security, subject to a proviso for reassignment on the irrevocable discharge in full of the Secured Liabilities, all its right, title and interest from time to time in:-

- (a) the Subordinated Debt;
- (b) the Subordinated Documents; and
- (c) all Related Rights under or in connection with the Subordinated Debt and the Subordinated Documents.

- 3.16.2 The execution of this Deed by the Subordinated Creditors which are party to this Deed shall constitute notice to each relevant Obligor of the Security created over the Subordinated Debt, the Subordinated Documents and all Related Rights under or in connection with the Subordinated Debt and the Subordinated Documents.

3.17 Floating Charge

- 3.17.1 Each 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 and any property, assets or rights of any Chargor located in Scotland or governed by and/or otherwise subject to Scots law.
- 3.17.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by this Deed.

3.18 Trust

If or to the extent that for any reason the assignment or charging of any Secured Asset is prohibited, the relevant Chargor shall:-

3.18.1 hold it on trust for (or in respect of a Chargor located in Luxembourg, for and on behalf of) the Security Agent as security for the payment and discharge of the Secured Liabilities; and

3.18.2 take such steps as the Security Agent may require to remove the impediment to assignment or charging it.

3.19 Nature of Security created

The Security created under this Deed is created:

3.19.1 as a continuing security to secure the payment and discharge of the Secured Liabilities and shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Liabilities;

3.19.2 in favour of the Security Agent as trustee for the Finance Parties; and

3.19.3 with full title guarantee.

3.20 Exclusion of Scottish assets

No property, assets or rights of any Chargor located in Scotland or governed by and/or otherwise subject to Scots law, shall be charged by way of mortgage, fixed charge and/or assignment by this Clause 3.

3.21 Exclusion of Luxembourg Assets

No property, assets or rights of any Chargor located in Luxembourg or governed by, and/or otherwise subject to, Luxembourg law, shall be charged by way of mortgage, fixed charge, floating charge and/or assignment by this Clause 3.

3.22 Excluded Assets

It is expressly agreed that the Excluded Assets shall not be subject to any Security created under this Deed and therefore shall not form part of the Charged Property unless otherwise agreed in writing by the relevant Chargor.

4. CRYSTALLISATION OF FLOATING CHARGE

4.1 Crystallisation: By Notice

4.1.1 The Security Agent may at any time by notice in writing to any Chargor convert the floating charge created by Clause 3.17 (*Floating Charge*) into a fixed charge with immediate effect as regards any property or assets specified in the notice if:-

(a) the Security created by or pursuant to this Deed becomes enforceable in accordance with Clause 15.1 (*Enforcement*); or

(b) the Security Agent considers that any Secured Asset may be in jeopardy or in danger of being seized, attached, charged, taken possession of or sold under any form of distress, sequestration, execution or other process or otherwise be in jeopardy; or

(c) the Security Agent considers that it is necessary in order to protect the priority of the Security created by or pursuant to this Deed.

4.1.2 If no specific assets subject to the floating charge in Clause 3.17 (*Floating charge*) are identified in the notice referred to in Clause 4.1.1 then the

crystallisation shall take effect over all of the assets subject to the floating charge in Clause 3.17 (*Floating charge*).

4.2 Crystallisation: Automatic

The floating charge created by a Chargor under Clause 3.17 (*Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets of that Chargor subject to the floating charge:-

- 4.2.1 if that Chargor creates or attempts to create any Security (other than as permitted under the Facility Agreement) over any of the Secured Assets; or
- 4.2.2 if any person levies or attempts to levy any distress, execution or other process against any of the Secured Assets; or
- 4.2.3 if the Security Agent receives notice of an intention to appoint an administrator of that Chargor; or
- 4.2.4 if any step is taken (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of that Chargor, over all or any part of its assets, or if such person is appointed; or
- 4.2.5 on the crystallisation of any other floating charge over the Secured Assets; or
- 4.2.6 in any other circumstance provided by law.

4.3 Assets acquired post-crystallisation

Any assets acquired by a Chargor after crystallisation has occurred (and that are not effectively charged by way of legal mortgage or fixed charge, or assigned under Clause 3 (*Charges*)), shall become subject to the floating charge created by Clause 3.17 (*Floating charge*) so that the crystallisation shall be effective as if such assets were owned by the Chargor at the date of crystallisation.

4.4 Crystallisation: Moratorium where directors propose voluntary arrangement

The floating charge created by Clause 3.17 (*Floating Charge*) may not be converted into a fixed charge solely by reason of:

- 4.4.1 the obtaining of a moratorium; or
- 4.4.2 anything done with a view to obtaining a moratorium,

under Schedule A1 to the Insolvency Act 1986.

4.5 Partial crystallisation

The giving of a notice by the Security Agent pursuant to Clause 4.1 (*Crystallisation: By Notice*) in relation to any class of assets of any Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the Finance Parties.

4.6 De-crystallisation of floating charge

Any charge that has crystallised under this Clause may by notice in writing (given at any time by the Security Agent to the Borrower), be reconverted into a floating charge in relation to the assets or class of assets specified in that notice.

4.7 **Assets situated in Scotland**

The provisions of Clause 4.1 (*Crystallisation: By Notice*) and Clause 4.2 (*Crystallisation: Automatic*) shall not apply to any of a Chargor's assets insofar as they are situated in or otherwise subject to the law of Scotland to the extent that the conversion by notice or automatic conversion provided for therein would not be recognised under the laws of Scotland.

5. **PERFECTION OF SECURITY**

5.1 **Notices of assignment**

5.1.1 The Property Obligors must deliver notices of assignment in relation to each Secured Asset which is subject to an assignment under this Deed:-

- (a) **Assigned Contracts:** within two Business Days of the date on which the assignment is granted, by issuing a notice substantially in the form set out in Schedule 11 (*Form of notice of assignment of Assigned Contract*) addressed to the relevant counterparty;
- (b) **Assigned Insurances:**
 - (i) within two Business Days of the date on which the assignment is granted, by issuing a notice substantially in the form set out in Schedule 8 (*Form of notice of assignment of Assigned Insurance*) addressed to the relevant insurer;
 - (ii) if any Property Obligor renews, substitutes or replaces any Assigned Insurance, by issuing, on or within 5 Business Days of the date of the renewal, substitution or replacement, a notice substantially in the form set out in Schedule 8 (*Form of notice of assignment of Assigned Insurance*) addressed to the relevant insurer;
- (c) **Assigned Accounts:**
 - (i) in respect of each Assigned Account (other than a Blocked Account) by issuing, within two Business Days of the date on which the assignment is granted, a notice substantially in the form set out in Schedule 9 (*Form of notice of assignment of Assigned Accounts (not Blocked Accounts)*) addressed to the bank or financial institution with whom the Assigned Account is held; and
 - (ii) in respect of any Account subsequently designated in writing by the Security Agent and the Borrower as an Assigned Account, by issuing, within 5 Business Days of the date of the designation, a notice in the form set out in Schedule 9 (*Form of notice of assignment of Assigned Accounts (not Blocked Accounts)*) or, if the Account is a Blocked Account, a notice in the form set out in Schedule 10 (*Form of notice of assignment of Blocked Accounts*) addressed to the bank or financial institution with whom the Assigned Account is held.

- (d) Assigned Subordinated Debt: within two Business Days of the date on which the assignment is granted, by issuing a notice in the form set out in Schedule 12 (*Form of notice of assignment of Subordinated Debt*) addressed to the relevant counterparty.

5.1.2 The execution of this Deed by the Property Obligors shall constitute notice to the Security Agent of the Security created over the Blocked Accounts opened or maintained with the Security Agent.

5.1.3 The Property Obligors shall use reasonable endeavours to procure that, within 14 days of the date of the each notice of assignment delivered pursuant to Clause 5.1.1 above, each notice of assignment is acknowledged by the party to whom it is addressed.

5.1.4 Each Property Obligor will deliver to the Security Agent:-

- (a) a copy of each notice of assignment, within 5 Business Days of delivery to the relevant counterparty; and
- (b) a copy of each acknowledgment of a notice of assignment, within 5 Business Days of receipt from the relevant counterparty.

5.2 Documents of Title

5.2.1 Land

- (a) The Property Obligors shall upon the execution of this Deed or any Deed of Accession, and upon the acquisition by any Property Obligor of any interest in any Land that becomes a Property deliver (or procure delivery) to the Security Agent of either:-
 - (i) all deeds, certificates and other documents relating to such Land described in Schedule 2 (*Details of Land*) (which the Security Agent shall be entitled to hold and retain at the expense and risk of the Property Obligors); or
 - (ii) an undertaking from the Borrower's solicitors (in form and substance acceptable to the Security Agent) to hold all deeds, certificates and other documents of title relating to such Land described in Schedule 2 (*Details of Land*) strictly to the order of the Security Agent.
- (b) Following the occurrence of an Event of Default, the Chargors shall deliver (or procure delivery) to the Security Agent of either:-
 - (i) all deeds, certificates and other documents relating to such Land vested in any Property Obligor (which the Security Agent shall be entitled to hold and retain at the expense and risk of the Chargors); or
 - (ii) an undertaking from the Borrower's solicitors (in form and substance acceptable to the Security Agent) to hold all deeds, certificates and other documents of title relating to such Land strictly to the order of the Security Agent,

to the extent not already delivered under Clause 5.2.1(a).

5.2.2 Shares

The Chargors shall within two Business Days of the execution of this Deed or any Deed of Accession (or, if later, promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares) and upon the acquisition by any Chargor of any interest in any Shares deliver (or procure delivery) to the Security Agent of:

- (a) all stock and share certificates and other documents of or evidencing title to the Shares;
- (b) signed and undated transfers (or other instruments of transfer) in respect of the Shares, completed in blank on behalf of the applicable Chargor and, if the Security Agent so requires, pre-stamped; and
- (c) any other documents which the Security Agent may from time to time require (acting reasonably) for perfecting its title, or the title of any purchaser, in respect of the Shares,

all of which the Security Agent is entitled to hold at the expense and risk of the Chargors.

5.2.3 **Securities**

As soon as any Securities are registered in, or transferred into the name of, a Chargor, or held by or in the name of the Security Agent or a nominee (and in any event as soon as the Security Agent so requests), such Chargor shall deposit with the Security Agent, in respect of or in connection with those Securities:

- (a) all stock and share certificates and other documents of or evidencing title to the Securities;
- (b) signed and undated transfers (or other instruments of transfer) in respect of the Securities, completed in blank on behalf of the applicable Chargor and, if the Security Agent so requires, pre-stamped; and
- (c) any other documents which the Security Agent may from time to time require (acting reasonably) for perfecting its title, or the title of any purchaser, in respect of the Securities,

all of which the Security Agent is entitled to hold at the expense and risk of the Chargors.

5.3 **Application to the Land Registry**

Each Property Obligor and the Security Agent shall apply to the Land Registry for the following to be entered on the registered title to any Land described in Schedule 2 (*Details of Land*) and, where agreed between the relevant Property Obligor and the Security Agent, any Land now or in the future owned by that Property Obligor:-

5.3.1 a restriction in the following terms:-

"No disposition of the registered estate by the proprietor of the registered estate [or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction,] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [*insert date*] in favour of [*insert name of Security Agent*] referred to in the charges register (Form P)"

5.3.2 a notice that:-

"[details of the lenders] are under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents and the security created by the charge dated [insert date] in favour of [insert name of Security Agent] (as trustee for the Finance Parties referred to in that charge) has been created for the purpose of securing such further advances."

6. **COVENANTS**

6.1 **Further assurance**

Each Chargor shall, from time to time and at its own expense, promptly do whatever the Security Agent requires to:-

- 6.1.1 give effect to the requirements of this Deed;
- 6.1.2 perfect, preserve or protect the Security created or expressed to be created by this Deed, or its priority; or
- 6.1.3 once the Security created by this Deed has become enforceable, facilitate the realisation of the Secured Assets or the exercise of any rights vested in the Security Agent or any Receiver by this Deed or by law,

including executing any transfer, conveyance, charge, assignment or assurance of or in respect of the Secured Assets (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction. The obligations of the Chargors under this Clause 6.1 are in addition to the covenants for further assurance deemed to be included by virtue of the Law of Property (Miscellaneous Provisions) Act 1994.

6.2 **Negative pledge**

Each Chargor undertakes that it shall not create or permit to subsist any Security over any Secured Assets, nor do anything else prohibited by clause 22.3 (*Negative pledge*) of the Facility Agreement, except as expressly permitted under the terms of the Finance Documents.

6.3 **Disposals**

Each Chargor undertakes that it shall not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Secured Assets except as permitted under the terms of the Finance Documents.

7. **SHARES AND SECURITIES**

7.1 **Shares: before an Event of Default**

Prior to the occurrence of an Event of Default that is continuing, the Chargors shall:-

- 7.1.1 pay all dividends, interest and other moneys arising from the Shares into an Account;
- 7.1.2 exercise all voting rights in relation to the Shares for any purpose not inconsistent with the terms of the Finance Documents;
- 7.1.3 promptly 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 in any articles of association or other constitutional documents relating to any Shares; and

- 7.1.4 comply with all other conditions and obligations assumed by it in respect of any of the Shares where failure to do would have a Material Adverse Effect.

7.2 Shares: after an Event of Default

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

- 7.2.1 exercise (or refrain from exercising) any voting rights in respect of the Shares;
- 7.2.2 apply all dividends, interest and other moneys arising from the Shares in accordance with Clause 17 (*Application of Moneys*);
- 7.2.3 transfer the Shares into its name or the name of its nominee(s); and
- 7.2.4 exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares, including the right, in relation to any company whose shares or other securities are included in the Secured Assets, to concur or participate in:-
- (a) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence of such reconstruction, amalgamation, sale or other disposal);
 - (b) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and
 - (c) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

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

7.3 Securities and Shares: payment of calls

The Chargors shall pay when due all calls or other payments which may be or become due in respect of any of the Securities and Shares which are not fully paid (unless reasonably contested), and in any case of default by any Chargor in such payment, the Security Agent may, if it thinks fit, make such payment on behalf of such Chargor in which case any sums paid by the Security Agent shall within 5 Business Days be reimbursed by the Chargor to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed at the rate notified to the Chargor by the Security Agent.

7.4 Securities: exercise of rights

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

8. **INTELLECTUAL PROPERTY**

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

9. **MONETARY CLAIMS**

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

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

9.3 If and to the extent that the Security Agent so specifies, at any time after the Security created under this Deed has become enforceable, each Property Obligor shall pay the proceeds of payment or realisation of its assets comprising temporary and other investments, book and other debts, royalties, fees and income of like nature or other moneys received by that Property Obligor as the Security Agent may require into such Account(s) as the Security Agent may from time to time specify and pending such payment shall hold all such receipts on trust for the Security Agent.

10. **CHARGED HEDGING AGREEMENTS**

10.1 The Borrower shall:-

10.1.1 deliver to the Security Agent, promptly following execution of the same, copies of all documents entered into by it relating to the Charged Hedging Agreements;

10.1.2 perform all its obligations under the Charged Hedging Agreements in a diligent and timely manner; and

10.1.3 notify the Security Agent of any breach by any party of or default by any party under a Charged Hedging Agreement and any right arising to terminate or rescind a Charged Hedging Agreement, promptly upon becoming aware of it.

10.2 The Borrower shall not, without the prior written consent of the Security Agent:

10.2.1 amend, supplement, supersede or waive any provision (or agree to do so) of any Charged Hedging Agreement in a manner which is prejudicial to the rights of the Finance Parties; or

10.2.2 exercise any right to rescind, cancel, terminate or release any counterparty from any obligations (or agree to do so) in respect of any Charged Hedging Agreement,

except as permitted by the terms of the Finance Documents.

10.3 Save as expressly restricted pursuant to the terms of the Finance Documents, while no Event of Default is continuing, the relevant Chargor may exercise all its rights in

respect of the Charged Hedging Agreements to which it is a party including receiving and exercising all rights relating to proceeds of that Charged Hedging Agreement.

11. CHARGED SUBORDINATED DOCUMENTS

11.1 Each Chargor shall:-

11.1.1 perform all its obligations in respect of the Subordinated Assets in a diligent and timely manner; and

11.1.2 notify the Security Agent of any breach of or default under a Subordinated Document by any Obligor and any right that arises entitling an Obligor to terminate or rescind a Subordinated Document, promptly upon becoming aware of the same.

11.2 No Chargor shall, without the prior written consent of the Security Agent:-

11.2.1 exercise any right to rescind, cancel, terminate or release any Obligor from any obligations (or agree to do to any of the foregoing) in respect of any Subordinated Assets; or

11.2.2 assign, transfer, charge or otherwise deal with or dispose of any Subordinated Assets or any of a Chargor's rights, title, interest and benefits in, to and in respect of any Subordinated Assets,

except as permitted by the terms of the Finance Documents.

11.3 Save as expressly restricted pursuant to the terms of the Finance Documents, while no Default is continuing, each Chargor may exercise all its rights in respect of the Subordinated Assets including receiving and exercising all rights relating to proceeds of the Subordinated Assets.

12. ACCOUNTS

12.1 General

12.1.1 Each Chargor shall:

(a) deliver to the Security Agent:-

(i) on the date of this Deed (or the date of any Deed of Accession, if applicable), details of each of its Accounts; and

(ii) if any change in such detail (including any renewal or redesignation of any such Account) occurs after the date of this Deed or any new Account is opened as permitted under the terms of the Facility Agreement, details of such change or new Account on the date of such change or opening;

(b) not, without the prior written consent of the Security Agent, permit or agree to any variation of the rights attaching to, or close, any Blocked Account; and

(c) open such new Accounts as the Security Agent may require (after the Security created by this Deed has become enforceable).

12.1.2 Without prejudice to and in addition to Clauses 6.2 (*Negative pledge*) and 6.3 (*Disposals*):

- (a) the benefit of each Charged Account and each Assigned Account shall not be capable of assignment or charge (in whole or in part) save pursuant to this Deed; and
- (b) each Chargor agrees that it will not assign (whether by sale or mortgage), charge or otherwise seek to deal with or dispose of all or any part of any Charged Account or Assigned Account without the prior written consent of the Security Agent (in its capacity as Security Agent under this Deed).

12.1.3 Upon the Security created by this Deed becoming enforceable, the Security Agent shall be deemed to have designated in writing all Accounts other than the Charged Accounts and the Assigned Accounts as Assigned Accounts (or, in the case of any Accounts maintained with the Security Agent (in any capacity), as Charged Accounts) and at any time thereafter the Security Agent may:

- (a) in relation to such new Assigned Accounts, require the Chargors to, and the Chargors shall promptly on request, serve a notice of assignment in accordance with Clause 5.1 (*Notices of assignment*) on each bank or other financial Institution with which any such Account is maintained (and the relevant Chargor shall comply with its obligation under Clause 5.1.4 to obtain an acknowledgement of each such notice of assignment); and
- (b) exercise from time to time, all rights, powers and remedies of the Chargors in relation to any or all of their Accounts, including to demand and receive all and any moneys standing to the credit of such Accounts.

12.2 Charged Accounts

12.2.1 Charged Accounts: before an Event of Default

- (a) The Chargors shall, prior to the occurrence of an Event of Default, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Charged Account (other than any Blocked Account).
- (b) Save as permitted pursuant to the terms of the Finance Documents, the Chargors shall not make any withdrawal from any Blocked Account without the prior written consent of the Security Agent (in its capacity as such).
- (c) If and to the extent necessary to enable, and for the sole purpose of enabling:
 - (i) the Chargors to comply with their obligations to make repayments of the Secured Liabilities arising under the Finance Documents; or
 - (ii) the Agent to apply the proceeds thereof in or towards repayment of the Secured Liabilities in accordance with the terms of the Finance Documents,

the Security Agent shall release from the Security created by this Deed the whole or any part of the sums standing to the credit of any Blocked Account.

- (d) The Obligors hereby authorise the Security Agent (in its capacity as the bank with whom each Charged Account is maintained) to endorse any statement in relation to any Charged Account with a statement to the effect that:-
 - (i) the benefit of such Charged Account is not capable of assignment or charge without the prior written consent of the Security Agent;
 - (ii) the relevant Obligor has agreed not to assign, charge or otherwise deal with any moneys standing to the credit of such Charged Account without the prior written consent of the Security Agent; and
 - (iii) the benefit of such Charged Account is subject to a first fixed charge in favour of the Security Agent as trustee for the Finance Parties.

12.2.2 Charged Accounts: after a Default

- (a) The Security Agent shall, upon the occurrence of an Event of Default be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Charged Account in or towards the payment or other satisfaction of all or part of the Secured Liabilities in accordance with Clause 17 (*Application of Moneys*).
- (b) After the occurrence of a Default, the Chargors shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Charged Account except with the prior consent of the Security Agent (in its capacity as such).

12.3 Assigned Accounts

12.3.1 Assigned Accounts: before a Default

- (a) Subject to Clause 12.3.1(b) below, the Chargors shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Blocked Account except with the prior consent of the Security Agent or as expressly permitted pursuant to the terms of the Finance Documents.
- (b) If and to the extent necessary to enable, and for the sole purpose of enabling:
 - (i) the Chargors to comply with their obligations to make repayments of the Secured Liabilities arising under the Finance Documents; or
 - (ii) the Agent to apply the proceeds thereof in or towards repayment of the Secured Liabilities in accordance with the terms of the Finance Documents,

the Security Agent shall provide consent or execute any documentation required to allow for the release from the Security created by this Deed the whole or any part of the sums standing to the credit of any Blocked Account.

12.3.2 Assigned Accounts: after a Default

The Security Agent shall, upon the occurrence of a Default, be entitled without notice to exercise from time to time all rights, powers and remedies held by it as assignee of the Assigned Accounts and to:-

- (a) demand and receive all and any moneys due under or arising out of each Assigned Account;
- (b) exercise all such rights as the Chargors were then entitled to exercise in relation to such Assigned Account or might, but for the terms of this Deed, exercise; and
- (c) apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Liabilities in accordance with Clause 17 (*Application of Moneys*).

13. **ASSIGNED CONTRACTS AND ASSIGNED INSURANCES**

13.1 Each Property Obligor shall:-

- 13.1.1 deliver to the Security Agent, promptly following execution of the same, such documents relating to the Assigned Contracts and the Assigned Insurances as the Security Agent may reasonably require;
- 13.1.2 perform all its material obligations under the Assigned Contracts and Assigned Insurances in a diligent and timely manner; and
- 13.1.3 notify the Security Agent of any breach of or default under an Assigned Contract or Assigned Insurance by it or any other party and any right that arises entitling it or any other party to terminate or rescind an Assigned Contract or Assigned Insurance, promptly upon becoming aware of the same.

13.2 The Property Obligors shall not, without the prior written consent of the Security Agent:

- 13.2.1 amend, supplement, supersede or waive any provision (or agree to do to any of the foregoing) of any Assigned Contract (other than in respect of the Lafarge Option Agreement where the principles of good estate management require otherwise) or Assigned Insurance;
- 13.2.2 exercise any right to rescind, cancel, terminate or release any counterparty from any obligations (or agree to do to any of the foregoing) in respect of any Assigned Contract or Assigned Insurance; or
- 13.2.3 assign, transfer, charge or otherwise deal with or dispose of any Assigned Contract or Assigned Insurance or any of the Property Obligors' rights, title, interest and benefits in, to and in respect of any Assigned Contracts or Assigned Insurances,

except as permitted by the terms of the Finance Documents.

13.3 Save as expressly restricted pursuant to the terms of the Finance Documents, while no Event of Default is continuing, the relevant Property Obligor may exercise all its rights in respect of the Assigned Contracts to which it is a party including receiving and exercising all rights relating to proceeds of those Assigned Contracts.

13.4 While no Event of Default is continuing, the relevant Property Obligor may exercise all its rights in respect of the Assigned Insurances to which it is a party including receiving

and exercising all rights relating to proceeds of those Assigned Insurances to the extent permitted pursuant to the terms of the Finance Documents.

14. PROTECTION OF SECURED ASSETS

14.1 Insurance

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

14.1.1 keep the Secured Assets insured in accordance with the terms of the Finance Documents; and

14.1.2 ensure that all moneys received in respect of any Insurances in respect of the Secured Assets are applied in accordance with the terms of the Facility Agreement.

14.2 Application of Insurance Proceeds

All moneys received under any Insurance relating to the Secured Assets shall be applied in accordance with the terms of the Finance Documents.

15. DEMAND AND ENFORCEMENT

15.1 Enforcement

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

15.1.1 the occurrence of an Event of Default which is continuing; or

15.1.2 any request being made by a Chargor to the Security Agent for the appointment of a Receiver or an administrator, or for the Security Agent to exercise any other power or right available to it.

15.2 Powers on enforcement

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

15.2.1 exercise the power of sale under section 101 of the LPA together with all other powers and rights conferred on mortgagees by the LPA, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the LPA;

15.2.2 exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Secured Assets, without the restrictions imposed by sections 99 and 100 of the LPA;

15.2.3 to the extent that any Secured Asset constitutes "Financial Collateral" and this Deed constitutes a "security financial collateral arrangement" each as defined in the Regulations, appropriate all or any part of the Secured Assets in or towards satisfaction of the Secured Liability (including transferring the title in and to it to the Security Agent insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18), the value of the property so appropriated being the amount standing to the credit of the relevant Account (where the property is the benefit of an Account) or, in any other case, such amount as the Security Agent shall determine in a commercially reasonable manner;

15.2.4 subject to Clause 16.1 (*Method of appointment or removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Secured Assets; and

15.2.5 appoint an administrator of any Chargor.

15.3 **Disposal of the Secured Assets**

In exercising the powers referred to in Clause 15.2 (*Powers on enforcement*), the Security Agent or any Receiver may sell or dispose of all or any of the Secured Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

15.4 **Same rights as Receiver**

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

15.5 **Delegation**

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

16. **RECEIVERS**

16.1 **Method of appointment or removal**

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

16.2 **Removal**

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

16.3 Powers

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

- 16.3.1 of the Security Agent under this Deed;
- 16.3.2 conferred by the LPA on mortgagees in possession and on receivers appointed under the LPA (in each case as extended by this Deed);
- 16.3.3 in relation to, and to the extent applicable to, the Secured Assets or any of them, of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an administrative receiver;
- 16.3.4 in relation to any Secured Assets, which he would have if he were its only beneficial owner; and
- 16.3.5 to do all things incidental or conducive to any functions, powers, authorities or discretions conferred or vested in the Receiver.

16.4 Receiver as agent

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

16.5 Joint or several

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

16.6 Receiver's remuneration

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

17. APPLICATION OF MONEYS

17.1 Application of moneys

All sums received by virtue of this Deed and/or any other Security Documents by the Security Agent or any Receiver shall, subject to the payment of any claim having priority to this Deed, be paid or applied in the following order of priority:-

- 17.1.1 **first**, in or towards satisfaction pro rata of, or the provision pro rata for, all costs, charges and expenses incurred and payments made by the Security Agent as agent for the Finance Parties and/or as trustee in relation to the Security Documents, or by any Receiver (including legal expenses), together with interest at the Default Rate (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full;
- 17.1.2 **secondly**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Security Agent or any Receiver;

17.1.3 **thirdly**, in or towards payment of the Secured Liabilities in accordance with the Facility Agreement;

17.1.4 **fourthly**, in the payment of the surplus (if any), to the Chargor concerned or any other person entitled to it,

and section 109(8) of the LPA shall not apply to this Deed.

18. **POWER OF ATTORNEY**

18.1 **Appointment**

Each Chargor irrevocably and by way of security appoints:-

18.1.1 the Security Agent (whether or not a Receiver has been appointed);

18.1.2 any delegate or sub delegate of, or other person nominated in writing by, an officer of the Security Agent; and

18.1.3 (as a separate appointment) each Receiver,

severally as such Chargor's attorney and attorneys with power (following the occurrence of an Event of Default which is continuing) to do any act, and execute and deliver any deed or other document, on behalf of and in the name of such Chargor, which such Chargor could be required to do or execute under any provision of this Deed, or which the Security Agent in its sole opinion may consider necessary or desirable for perfecting its title to any of the Secured Assets or enabling the Security Agent or the Receiver to exercise any of its rights or powers under this Deed.

18.2 **Ratification**

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed pursuant to Clause 18.1 (*Appointment*) does or purports to do in the exercise or purported exercise of all or any of the powers, acts or other matters referred to in Clause 18.1 (*Appointment*).

19. **CONSOLIDATION**

19.1 **Combination of accounts**

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

19.2 **Application**

The Security Agent's and each Finance Party's rights under Clause 19.1 (*Combination of accounts*) apply:-

19.2.1 whether or not any demand has been made under this Deed, or any liability concerned has fallen due for payment;

19.2.2 whether or not any credit balance is immediately available or subject to any restriction;

19.2.3 irrespective of the currencies in which any balance or liability is denominated, and the Security Agent and the relevant Finance Party may for the purpose of exercising its right elect to convert any sum or liability in one currency into any other at its spot rate applying at or about 11.00am on the date of conversion; and

19.2.4 in respect of any Secured Liabilities owed by the relevant Chargor, whether owed solely or jointly, certainly or contingently, presently or in the future, as principal or surety, and howsoever arising.

20. PROTECTION OF THIRD PARTIES

20.1 Statutory powers

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

20.2 Purchasers

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

20.2.1 to enquire whether any of the powers which the Security Agent or a Receiver have exercised has arisen or become exercisable;

20.2.2 to enquire whether the Secured Liabilities remain outstanding or whether any event has happened to authorise the Receiver to act;

20.2.3 as to the propriety or validity of the exercise of those powers; or

20.2.4 with the application of any moneys paid to the Security Agent, any Receiver or to any other person,

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

20.3 Receipts

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

21. PROTECTION OF THE SECURITY AGENT, THE FINANCE PARTIES AND ANY RECEIVER

21.1 No liability

None of the Security Agent, the other Finance Parties, any Receiver or any of their respective officers, employees or delegates shall be liable in respect of any cost, liability, expense, loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective rights under this Deed provided that such actions, costs, expenses, loss or damage did not arise as a consequence of the gross negligence or wilful default of any such person.

21.2 Not mortgagee in possession

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

21.2.1 to account as mortgagee in possession;

21.2.2 for any loss on realisation; or

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

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

21.3 Liability of Chargors related to Secured Assets

Notwithstanding anything contained in this Deed or implied to the contrary, each Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Secured Assets. None of the Finance Parties, the Security Agent or any Receiver is under any obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

21.4 Continuing protection

The provisions of this Clause 21 (*Protection of the Security Agent, the Finance Parties and any Receiver*) shall continue in full force and effect notwithstanding any release or discharge of this Deed or the discharge of any Receiver from office.

22. PROVISIONS RELATING TO THE SECURITY AGENT

22.1 Powers and discretions

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

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

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

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

22.2 Certificates

A certificate by an officer of the Security Agent:-

22.2.1 as to any amount for the time being due to the Finance Parties or any of them; or

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

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

22.3 Trusts

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

23. PRESERVATION OF SECURITY

23.1 Continuing Security

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

23.2 Additional Security

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

23.3 Waiver of Defences

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

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

23.4 Immediate recourse

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

23.5 Appropriations

During the Security Period the Security Agent and each Finance Party may:-

- 23.5.1 refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 17.1 (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the relevant Chargor shall not be entitled to the same; and
- 23.5.2 hold in an interest-bearing suspense account any moneys received from the relevant Chargor on or account of the Secured Liabilities.

23.6 New accounts

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

23.7 Tacking

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

23.8 Deferral of Chargor's rights

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

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

24. **RELEASE**

24.1 **Release**

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities and the termination of all facilities which might give rise to Secured Liabilities, the Security Agent shall, or shall procure that its appointees will, promptly following the request and cost of the Chargors:-

- 24.1.1 release the Secured Assets from this Deed;
- 24.1.2 re-assign the Secured Assets that has been assigned to the Security Agent under this Deed;
- 24.1.3 return all deeds and documents of title delivered to the Security Agent under the Finance Documents; and
- 24.1.4 execute and deliver such further documents as the Chargors may require in order to give effect to this Clause 24 (including without limitation, any filings required to be made in order to remove the restriction referred to at Clause 5.3 (*Application to the Land Registry*) of this Deed).

24.2 **Reinstatement**

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

- 24.2.1 that amount shall not be considered to have been paid for the purposes of determining whether the Secured Liabilities have been irrevocably and unconditionally paid and discharged; and
- 24.2.2 the liability of the relevant Chargor and the Security created by this Deed shall continue as if that amount had not been paid or credited.

24.3 **Consolidation**

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

25. **MISCELLANEOUS PROVISIONS**

25.1 **Severability**

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

- 25.1.1 the validity or enforceability of any other provision, in any jurisdiction; or
- 25.1.2 the validity or enforceability of that particular provision, in any other jurisdiction.

25.2 **Joint and separate liability**

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

25.3 Counterparts

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

25.4 Deeds of Accession

25.4.1 The Borrower and each of the Chargors shall procure that each company which is required by the Finance Documents to accede to this Deed shall, within the timeframe allotted by the Finance Documents, execute and deliver a Deed of Accession.

25.4.2 Each of the Parties agrees that:

- (a) each Deed of Accession shall be supplemental to this Deed and be binding on and enure to the benefit of all the parties to this Deed;
- (b) the execution of any Deed of Accession will not prejudice or affect the Security granted by each other Chargor under (and the covenants given by each of them in) this Deed or any previous Deed of Accession and that this Deed shall remain in full force and effect as supplemented by any such Deed of Accession; and
- (c) the property and assets mortgaged, charged or assigned to the Security Agent (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to any Deed of Accession shall form part of the Secured Assets and references in this Deed to the Security created by or pursuant to the Deed will be deemed to include the Security created by or pursuant to any Deed of Accession.

25.4.3 Delivery of a Deed of Accession constitutes confirmation by the New Chargor (as such term is defined in the relevant Deed of Accession) that the Repeating Representations are true and correct to the extent applicable to it as at the date of delivery as if made by reference to the facts and circumstances then existing.

26. NOTICES

26.1 Communications in Writing

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

26.2 Addresses

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

- 26.2.1 In the case of each Chargor, that identified with its name (in the execution pages) below;
- 26.2.2 in the case of the Security Agent, that identified with its name (in the execution pages) below,

or any substitute address, fax number, or department or officer as the Party may notify to the Agent pursuant to clause 33 (*Notices*) of the Facility Agreement (or the Agent may notify to the other Parties, if a change is made by the Agent) by not less than five Business Days' notice.

26.3 Delivery

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

- (a) if by way of fax, when received in legible form; or
- (b) if by way of letter, when it has been left at the relevant address or five (5) Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 26.2 (*Addresses*) of this Deed, if addressed to that department or officer.

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

26.4 English language

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

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

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

27. GOVERNING LAW

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

28. ENFORCEMENT

28.1 Jurisdiction of English Courts

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

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

28.1.3 This Clause 28.1 is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in Luxembourg, Scotland, Jersey, the British Virgin Islands, Bermuda or any other jurisdiction in which a Transaction Obligor is incorporated. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

28.2 Service of Process

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

- 28.2.1 irrevocably appoints LIH Financing Limited as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document (and LIH Financing Limited by its execution of this Deed, accepts that appointment);
- 28.2.2 agrees that failure by a process agent to notify the relevant Chargor of the process will not invalidate the proceedings concerned; and
- 28.2.3 if any person appointed as process agent is unable for any reason to act as agent for service of process, the Borrower (on behalf of all the Chargors) must immediately (and in the event within five (5) days of such event taking place) appoint another agent on terms acceptable to the Security Agent. Failing this, the Security Agent may appoint another agent for this purpose,

and each Chargor expressly agrees and consents to the provisions of this Clause 28 (*Enforcement*) and Clause 27 (*Governing Law*).

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

Schedule 1

THE CHARGORS

Company name	No	Address for service and fax number
LIH Financing Limited	10187550 – England and Wales	140 London Wall London EC2Y 5DN Fax: +44 (0)207 796 5300 FAO: Treasury Team
BR Empire S.à.r.l., a private limited liability company (<i>société à responsabilité limitée</i>) incorporated under the laws of Luxembourg having a share capital of GBP 12,500 and its registered office at 5, avenue Gaston Diderich, L-1420 Luxembourg, Grand Duchy of Luxembourg	B149757 – RCS – Luxembourg	c/o LIH Financing Limited 140 London Wall London EC2Y 5DN Fax: 0207 796 5300 FAO: Treasury Team
Lands Improvement Holdings Shrewsbury S.à.r.l., a private limited liability company (<i>société à responsabilité limitée</i>) incorporated under the laws of Luxembourg having a share capital of GBP 12,500 and its registered office at 5, avenue Gaston Diderich, L-1420 Luxembourg, Grand Duchy of Luxembourg	B187787 –RCS – Luxembourg	c/o LIH Financing Limited 140 London Wall London EC2Y 5DN Fax: 0207 796 5300 FAO: Treasury Team
Lands Improvement Holdings Luxembourg S.à.r.l., a private limited liability company (<i>société à responsabilité limitée</i>) incorporated under the laws of Luxembourg having a share capital of GBP 12,500 and its registered office at 5, avenue Gaston Diderich, L-1420 Luxembourg, Grand Duchy of Luxembourg	B156061 – RCS Luxembourg	c/o LIH Financing Limited 140 London Wall London EC2Y 5DN Fax: 0207 796 5300 FAO: Treasury Team
Lands Improvement Holdings South Cambridge S.à.r.l., a private limited liability company (<i>société à responsabilité limitée</i>) incorporated under the laws of Luxembourg having a share capital of GBP 12,500 and its registered office at 5, avenue Gaston Diderich, L-1420 Luxembourg, Grand Duchy of Luxembourg	B178923 – RCS Luxembourg	c/o LIH Financing Limited 140 London Wall London EC2Y 5DN Fax: 0207 796 5300 FAO: Treasury Team

Company name	No	Address for service and fax number
Lands Improvement Holdings Peterborough S.à.r.l., a private limited liability company (<i>société à responsabilité limitée</i>) incorporated under the laws of Luxembourg having a share capital of GBP 12,500 and its registered office at 5, avenue Gaston Diderich, L-1420 Luxembourg, Grand Duchy of Luxembourg	B178898 – RCS Luxembourg	c/o LIH Financing Limited 140 London Wall London EC2Y 5DN Fax: 0207 796 5300 FAO: Treasury Team
Lands Improvement Holdings Empire S.à.r.l., a private limited liability company (<i>société à responsabilité limitée</i>) incorporated under the laws of Luxembourg having a share capital of GBP 24,959,199 and its registered office at 5, avenue Gaston Diderich, L-1420 Luxembourg, Grand Duchy of Luxembourg	B172657 – RCS Luxembourg	c/o LIH Financing Limited 140 London Wall London EC2Y 5DN Fax: 0207 796 5300 FAO: Treasury Team
Lands Improvement Holdings Landmatch S.à.r.l., a private limited liability company (<i>société à responsabilité limitée</i>) incorporated under the laws of Luxembourg having a share capital of GBP 12,500 and its registered office at 5, avenue Gaston Diderich, L-1420 Luxembourg, Grand Duchy of Luxembourg	B168508 – RCS Luxembourg	c/o LIH Financing Limited 140 London Wall London EC2Y 5DN Fax: 0207 796 5300 FAO: Treasury Team
Lands Improvement Holdings Poole S.à.r.l., a private limited liability company (<i>société à responsabilité limitée</i>) incorporated under the laws of Luxembourg having a share capital of GBP 12,500 and its registered office at 5, avenue Gaston Diderich, L-1420 Luxembourg, Grand Duchy of Luxembourg	B168515 – RCS Luxembourg	c/o LIH Financing Limited 140 London Wall London EC2Y 5DN Fax: 0207 796 5300 FAO: Treasury Team
Lands Improvement Holdings Houghton Regis S.à.r.l., a private limited liability company (<i>société à responsabilité limitée</i>) incorporated under the laws of Luxembourg having a share capital of GBP 12,500 and its registered office at 5, avenue	B168319 – RCS Luxembourg	c/o LIH Financing Limited 140 London Wall London EC2Y 5DN Fax: 0207 796 5300 FAO: Treasury Team

Company name	No	Address for service and fax number
Gaston Diderich, L-1420 Luxembourg, Grand Duchy of Luxembourg		
Lands Improvement Holdings Colchester S.à.r.l., a private limited liability company (<i>société à responsabilité limitée</i>) incorporated under the laws of Luxembourg having a share capital of GBP 12,500 and its registered office at 5, avenue Gaston Diderich, L-1420 Luxembourg, Grand Duchy of Luxembourg	B 162474 – RCS Luxembourg	c/o LIH Financing Limited 140 London Wall London EC2Y 5DN Fax: 0207 796 5300 FAO: Treasury Team
Hubert C Leach (High Leigh) Ltd	9218231 – England and Wales	140 London Wall London EC2Y 5DN Fax: +44 (0)207 796 5300 FAO: Treasury Team
LIH Colchester Limited	7267343 – England and Wales	140 London Wall London EC2Y 5DN Fax: +44 (0)207 796 5300 FAO: Treasury Team
Lands Improvement Holdings Limited	1257600 – England and Wales	140 London Wall London EC2Y 5DN Fax: +44 (0)207 796 5300 FAO: Treasury Team
Empire LIH Limited	7089729 – England and Wales	140 London Wall London EC2Y 5DN Fax: +44 (0)207 796 5300 FAO: Treasury Team
British Field Products Limited	0464095 – England and Wales	140 London Wall London EC2Y 5DN Fax: +44 (0)207 796 5300 FAO: Treasury Team
Feltwell Fen Farms Limited	0370762 – England and Wales	140 London Wall London EC2Y 5DN Fax: +44 (0)207 796 5300 FAO: Treasury Team
A.L.I.H. (Properties) Limited	1343356 – England and Wales	140 London Wall London EC2Y 5DN Fax: +44 (0)207 796 5300 FAO: Treasury Team
Landmatch Limited	2197474 – England and Wales	140 London Wall London EC2Y 5DN Fax: +44 (0)207 796 5300 FAO: Treasury Team

Company name	No	Address for service and fax number
Landmatch (L.E.A.) Limited	2598216 – England and Wales	140 London Wall London EC2Y 5DN Fax: +44 (0)207 796 5300 FAO: Treasury Team
A.L.I.H.(Farms) Limited	1161464 – England and Wales	140 London Wall London EC2Y 5DN Fax: +44 (0)207 796 5300 FAO: Treasury Team

Schedule 2

DETAILS OF LAND

REGISTERED LAND

Chargor	Address of Property
Lands Improvement Holdings Landmatch S.à.r.l	Land at Haddenham Aerodrome, Haddenham (Title number: BM233773) Land on the north west side of Dollicott, Haddenham (Title number: BM114573)
Lands Improvement Holdings Landmatch S.à.r.l	Land at High Leigh Hoddesdon (Title number: HD399112)
Lands Improvement Holdings Landmatch S.à.r.l	Land and buildings on the North side and lying to the North and North East of Gateford Road, Gateford Park, Worksop and a strip of land 0.3048 metre (one foot) in width (Title number: NT312400) Land on the south side of Wellesley Close, Worksop (Title number: NT348892)
Lands Improvement Holdings Landmatch S.à.r.l	Land on the south side of Apedale Road, Chesterton (Title number: SF376411)
Lands Improvement Holdings Landmatch S.à.r.l	Land lying to the west of Ash Bank Road Ripon (Title number: NYK252730) Land lying on the south side of Doublegates Avenue, Ripon (Title number: NYK328390 – not subject to "Lafarge" overage) Land and building known as 1 Ash Bank Avenue, Ripon (Title number: NYK331762 – not subject to "Lafarge" overage)
Landmatch Limited	Land lying to the east of Gower Street,

	Donnington, Telford (Title number: SL91735)
Hubert C Leach (High Leigh) Ltd	The land known as Lyndale, Hertford Road, Hoddesdon -- for your information, this is the High Leigh Bungalow that is described in the Facility Agreement as "Hoddesdon Property" (Title number: HD144821)

UNREGISTERED LAND

None at the date of this Deed.

Schedule 3
DETAILS OF SHARES

Name of Company	Description and Number of Shares	Name of Shareholder
LIH Financing Limited	10,000 ordinary shares with nominal value of £0.01	BR Empire S.à.r.l
Hubert C Leach (High Leigh) Ltd	80 ordinary shares with nominal value of £1.00	Lands Improvement Holdings Landmatch S.à.r.l
LIH Colchester Limited	8,000 ordinary A shares with nominal value of £1.00 2,000 ordinary B shares with nominal value of £1.00	Lands Improvement Holdings Colchester S.à.r.l
Lands Improvement Holdings Limited	542,800 ordinary shares with nominal value of £1.00	Empire LIH Limited
Empire LIH Limited	5,065,216 ordinary shares with nominal value of £1.00	Lands Improvement Holdings Empire S.à.r.l
British Field Products Limited	446,787 ordinary shares with nominal value of £1.00	Land Improvement Holdings Limited
Feltwell Fen Farms Limited	10,000 ordinary shares with nominal value of £1.00	British Field Products Limited Land Improvement Holdings Limited
A.L.I.H. (Properties) Limited	100 ordinary shares with nominal value of £1.00	Land Improvement Holdings Limited
Landmatch Limited	1 ordinary share with nominal value of £1.00	Land Improvement Holdings Limited
Landmatch (L.E.A.) Limited	1,000 ordinary shares with nominal value of £1.00	Landmatch Limited Land Improvement Holdings Limited
A.L.I.H.(Farms) Limited	1 ordinary share with nominal value of £1.00	Land Improvement Holdings Limited

Schedule 4

DETAILS OF ASSIGNED INSURANCES

Insurance policy provided by Aviva Insurance Limited with policy number 24142166CHC.

Schedule 5
DETAILS OF ASSIGNED ACCOUNTS

None at the date of this Deed.

Schedule 6

DETAILS OF EXCLUDED ASSETS

Name of Company	Excluded Assets
<p>Lands Improvement Holdings Houghton Regis S.à r.l, Landmatch Limited and Lands Improvement Holdings Limited</p>	<p>The freehold land on the east side of Bedford Road, Houghton Regis, Dunstable and registered at the Land Registry with title number BD119632; and</p> <p>The freehold land on the east side of Bedford Road, Houghton Regis, Dunstable and registered at the Land Registry with title number BD79448; and all or any interest in the following:</p> <ul style="list-style-type: none"> a) the part of the freehold land associated with Grove Farm, Bedford Road, Houghton Regis, Dunstable (LU5 6JJ) and registered at the Land Registry with title number BD172915; b) the freehold land known as Calcutt Farm, Bedford Road, Houghton Regis, Dunstable (LU5 6JJ) and registered at the Land Registry with title number BD79326; c) the freehold land adjoining Red Cow Farm, Bedford Road, Bidwell, Dunstable (LU5 6JP) and registered at the Land Registry with title number BD273919; d) the part of freehold land on the north west side of Sundon Road, Chalton registered at the Land Registry with title number BD235583; e) the freehold land known as Chalton Cross Farm, Houghton Road, Chalton, Luton LU4 9TX and registered at the Land Registry with title number BD72597; f) the freehold land being land lying to the east of Conquest Road, Houghton Regis and registered at the Land Registry with title number BD228382; and g) the freehold land being land on the north west side of Sundon Road, Houghton Regis and registered at the Land Registry with title number BD237471.
<p>Lands Improvement Holdings Shrewsbury S.à r.l</p>	<p>Land on the south side of Oteley Road, Shrewsbury (Title number: SL231285)</p>

	The Freehold mines beds and quarries of coal ironstone and other minerals under the land shown edged with red on the plan of the above title filed at the Registry and being Land at Oteley Road, Shrewsbury, together with all appurtenant rights of working the same (Title number: SL231316)
Lands Improvement Holdings Colchester S.à r.l	Land being 505 Ipswich Road, Colchester CO4 9HE (note: between the points lettered C, D and E on the title plan only a 0.3m strip is included in the title) (Title number: EX643817)
Landmatch Limited	Land on the west side of Norton Lane, Whitchurch, Bristol (Title number: ST265581)
Lands Improvement Holdings South Cambridge S.à r.l	The freehold land lying to the south west side of Cambridge Road, Great Shelford (Title numbers: CB333884, CB376406, CB333885 and CB360016)
Lands Improvement Holdings Peterborough S.à r.l	All that piece or parcel of freehold land known as Zone B situated at Thorpe Road, Peterborough PE3 6DA (Title number: CB384748) The freehold land and buildings on the north side of Thorpe Road Peterborough (Title number CB307506)
Lands Improvement Holdings Poole S.à r.l and Lands Improvement Holdings Limited	All and any land relating to the site known as Poole located at Poole Harbour, Poole, Dorset including without limitation the land comprised within the following title numbers; DT317111; DT233455; DT301633; DT63233; DT308619; DT316337; DT320511; and DT275362, together with unregistered leasehold land known as foreshore an bed of the sea at Hamworthy, Poole Harbour, Poole.
Lands Improvement Holdings Limited	All and any land located at Arbury Park off Kings Hedges Road Cambridgeshire including without limitation the land comprised within the following title numbers: CB189083 and CB160950.
Lands Improvement Holdings Limited	The freehold land at Crabbill, Wantage. (Title numbers: ON303825, ON303826, ON303842,

	ON303850, ON316124, ON316123)
Lands Improvement Holdings Landmatch S.à r.l	The area of ground extending to 140.45 square metres or thereby, more particularly described in and excluded from the relevant Standard Security relating to part of the land at Western Road and Irvine Road, Kilmarnock, registered under Title Number AYR11989.

Schedule 7

DEED OF ACCESSION

THIS DEED is made on []

BETWEEN:-

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

INTRODUCTION

- (A) The New Chargor is, or will on the date of this Deed become, a [wholly-owned] Subsidiary of the Borrower.
- (B) This Deed is supplemental to a deed dated [] (as supplemented and amended from time to time, the "Debenture") between, among others, the Borrower, each of the companies named in the Debenture as Chargors, and [] Bank [PLC] [Plc] [plc] as agent and trustee for the Finance Parties.
- (C) The New Chargor at the request of the Borrower and in consideration of the Finance Parties making or continuing to make facilities available to the Borrower or any other member of its group has agreed to enter into this Deed and become a Chargor under the Debenture.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

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

2. ACCESSION

The New Chargor agrees to become a party to and to be bound by the terms of the Debenture 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 it as a Chargor.

3. SECURITY

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

- 3.1 [the Land charged by way of legal mortgage shall be the Land referred to in Schedule 1 (Land);]
- 3.2 [the Shares mortgaged or (if or to the extent that the mortgage does not take effect as a mortgage) charged shall include the Shares referred to in Schedule 2 (Shares);]

- 3.3 [the Assigned Insurances assigned shall include the Assigned Insurances referred to in Schedule 3 (*Assigned Insurances*);]
- 3.4 [the Assigned Contracts assigned shall include the Assigned Contracts referred to in Schedule 4 (*Assigned Contracts*);]
- 3.5 [the Assigned Accounts assigned shall include the Assigned Accounts referred to in Schedule 5 (*Assigned Accounts*);]
- 3.6 the Charged Accounts charged by way of fixed charge shall include those referred to in Schedule 6 (*Charged Accounts*);] [and]
- 3.7 the Charged Hedging Agreements charged by way of fixed charge shall include those referred to in Schedule 7 (*Charged Hedging Agreements*).

4. CONSENT OF EXISTING CHARGORS

The Borrower by its execution of this Deed confirms the consent of the existing Chargors to the terms of this Deed and their agreement that this Deed will in no way prejudice or affect their obligations under, or the covenants they have given, or the Security created by, the Debenture.

5. EFFECT ON DEBENTURE

- 5.1 The Debenture and this Deed shall be read and construed as one document so that references in the Debenture to "this Deed", "herein", and similar phrases will be deemed to include this Deed.
- 5.2 For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of the New Chargor mortgaged, charged or assigned to the Security Agent (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Secured Assets and references in the Debenture to the Security created by or pursuant to the Debenture will be deemed to include the Security created by or pursuant to this Deed.

6. GOVERNING LAW

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

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

**[SCHEDULE 1
LAND]**

**[SCHEDULE 2
SHARES]**

**[SCHEDULE 3
ASSIGNED INSURANCES]**

**[SCHEDULE 4
ASSIGNED CONTRACTS]**

**[SCHEDULE 5
ASSIGNED ACCOUNTS]**

**[SCHEDULE 6
BLOCKED ACCOUNTS]**

**[SCHEDULE 7
CHARGED HEDGING AGREEMENTS]**

SIGNATURE PAGES TO DEED OF ACCESSION

The New Chargor

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

Director

Director/Secretary

Address: []

Facsimile number []

OR

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

Signature of witness: Director

Name of witness:

Address:

Occupation:

Address: []

Facsimile number []

The Borrower

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

)
)
)
)

Director

Director/Secretary

The Security Agent

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

)
)

Schedule 8

FORM OF NOTICE OF ASSIGNMENT OF INSURANCE

To be printed on the headed notepaper of the relevant Property Obligor

To: [Insert name and address of relevant insurer]

Date: []

Dear Sirs,

**[DESCRIPTION OF RELEVANT INSURANCE POLIC[Y][IES] INCLUDING POLICY NUMBER]
(THE "POLIC[Y][IES]") [refer to an attached schedule if there are a number of policies]**

1. We give you notice that we have entered into a debenture dated [] in favour of [SECURITY AGENT] (the "Security Agent") (the "Debenture").
2. We give you notice that, pursuant to the terms of the Debenture, we have assigned (and, to the extent not validly or effectively assigned, we have charged by way of fixed charge) to the Security Agent by way of security all of our rights, title, interest and benefits in to or in respect of the Polic[y][ies] including the benefit of all claims and returns of premiums in respect thereof to which we are or may at any time become entitled.
3. With effect from the date of receipt of this notice, we instruct you to:
 - 3.1 name the Security Agent (in its capacity as Security Agent) as loss payee in respect of [each of] the Polic[y][ies];
 - 3.2 promptly inform the Security Agent, without further approval from us, of any default in the payment of any premium or failure to renew [the][any] Policy;
 - 3.3 advise the Security Agent promptly of any proposed cancellation of [the][any] Policy and in any event at least 30 days before the cancellation is due to take place;
 - 3.4 if the insurance cover under [the][any] Policy is to be reduced or any insured risks are to be restricted, advise the Security Agent at least 30 days before the reduction or restriction is due to take effect; and
 - 3.5 disclose to the Security Agent, without further approval from us, such information regarding the Polic[y][ies] as the Security Agent may from time to time request and to send it copies of all notices issued by you under the Polic[y][ies].
4. Following the Security Agent's notification to you that the security created by the Debenture has become enforceable:-
 - 4.1.1 all payments and claims under or arising from the Polic[y][ies] are to be made to the Security Agent to such account (or to its order) as it may specify in writing from time to time;

- 4.1.2 all remedies provided for in the Polic[y][ies] or available at law or in equity are to be exercisable by the Security Agent; and
- 4.1.3 all rights to compel the performance of the Polic[y][ies] are to be exercisable by the Security Agent.
5. With effect from your receipt of this notice all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Polic[y][ies] (including all rights to compel performance) belong to and are exercisable by the Security Agent.
6. The authority and instructions contained in this notice cannot be revoked or varied by us without the prior written consent of the Security Agent.
7. By countersigning this letter, you confirm that:-
- 7.1 you have not received notice of any previous assignments or charges of or over any of the rights, title and interests and benefits referred to in this notice;
- 7.2 no amendment or termination of [the][any] Policy shall be effective unless you have given the Security Agent 30 days written notice of it or, if it is not possible to comply with such notification to the Security Agent in accordance with the provisions of the [relevant] Policy, the notice will be provided to the Security Agent in relation to such termination as soon as possible; and
- 7.3 you will not, without the Security Agent's prior written consent, exercise any right of set-off or counterclaim in relation to any amounts owed under or in connection with [the][any] Policy.
8. This notice, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice and your acknowledgement of the matters and instructions set out above within 5 days of receipt by signing, dating and returning the enclosed copy of this letter directly to the Security Agent at [] marked for the attention of [].

Yours faithfully,

for and on behalf of
[PROPERTY OBLIGOR]

Acknowledged:

.....

For and on behalf of
[Name of insurer]

Schedule 9

FORM OF NOTICE OF ASSIGNMENT OF ASSIGNED ACCOUNTS (NOT BLOCKED ACCOUNTS)

To be printed on the headed notepaper of the relevant Property Obligor

To: [Insert name and address of relevant account bank]

Date: []

Dear Sirs,

1. We give you notice that we have entered into a debenture dated [] in favour of **[SECURITY AGENT]** (the "**Security Agent**") (the "**Debenture**").
2. We refer to the following bank account[s] which we hold with you (and any replacement account or subdivision or subaccount of [that][each] account) (the "**Assigned Account[s]**");

Account holder	Account name	Account number	Sort code

3. We give you notice that, pursuant to the terms of the Debenture, we have assigned (and, to the extent not validly or effectively assigned, we have charged by way of fixed charge) to the Security Agent by way of security all of our rights, title and interest from time to time in the Assigned Account[s] including, without limitation all money at any time standing to the credit of the Assigned Account[s] (whether in sterling or any other currency and whether in addition to or by way of renewal or replacement for any sums previously deposited or otherwise) together with all interest accruing from time to time in respect of such money.
4. With effect from the date of receipt of this notice:
 - 4.1 any existing payment instructions affecting the Assigned Account[s] are to be terminated and all payments and communications in respect of the Assigned Account[s] should be made to the Security Agent or to its order (with a copy to us);
 - 4.2 all moneys standing to the credit of the Assigned Account[s] are to be held to the order of the Security Agent; and
 - 4.3 all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Assigned Account[s] belong to the Security Agent.

5. We are not permitted to withdraw or otherwise transfer the whole or any part of the money standing to the credit of the Assigned Account[s] without the prior written consent of the Security Agent.
6. By countersigning this letter, you confirm that:-
 - 6.1 no fees or periodic charges are payable in respect of the Assigned Account[s] and there are no restrictions on:
 - 6.1.1 the payment of the credit balance on the Assigned Account[s]; or
 - 6.1.2 the assignment of the Assigned Account[s] to the Security Agent or any third party;
 - 6.2 you have not received notice of any previous assignments of, charges over or trusts in respect of, the Assigned Account[s];
 - 6.3 you will not, without the Security Agent's consent:-
 - 6.3.1 exercise any right of combination, consolidation or set-off which you may have in respect of the Assigned Account[s]; or
 - 6.3.2 amend or vary any rights attaching to the Assigned Account[s];
 - 6.4 you will act only in accordance with the instructions given by persons authorised by the Security Agent;
 - 6.5 you will not permit us to withdraw or otherwise transfer the whole or any part of the money standing to the credit of the Assigned Account[s] without the Security Agent's prior written consent; and
 - 6.6 you shall send all statements and other notices given by you relating to the Assigned Account[s] to the Security Agent.
7. The authority and instructions contained in this notice cannot be revoked or varied by us without the prior written consent of the Security Agent.
8. This notice, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice and your acknowledgement of the matters and instructions set out above within 5 days of receipt by signing, dating and returning the enclosed copy of this letter directly to the Security Agent at [] marked for the attention of [].

Yours faithfully,

for and on behalf of
[PROPERTY OBLIGOR]

Acknowledged:

.....

For and on behalf of

[Name of account bank]

Schedule 10

FORM OF NOTICE OF ASSIGNMENT OF BLOCKED ACCOUNTS

To be printed on the headed notepaper of the relevant Property Obligor

To: [Insert name and address of relevant account bank]

Date: []

Dear Sirs,

1. We give you notice that we have entered into a debenture dated [] in favour of [SECURITY AGENT] (the "Security Agent") (the "Debenture").
2. We refer to the following bank account[s] which we hold with you (and any replacement account or subdivision or subaccount of [that][each] account) (the "Blocked Account[s]");

Account holder	Account name	Account number	Sort code

3. We give you notice that, pursuant to the terms of the Debenture, we have assigned (and, to the extent not validly or effectively assigned, we have charged by way of fixed charge) to the Security Agent by way of security all of our rights, title and interest from time to time in the Blocked Account[s] including, without limitation all money at any time standing to the credit of the Blocked Account[s] (whether in sterling or any other currency and whether in addition to or by way of renewal or replacement for any sums previously deposited or otherwise) together with all interest accruing from time to time in respect of such money.
4. Following the Security Agent's notification to you that the security created by the Debenture has become enforceable:
 - 4.1 all moneys standing to the credit of the Blocked Account[s] are to be held to the order of the Security Agent; and
 - 4.2 all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Blocked Account[s] belong to the Security Agent.

5. By countersigning this letter, you confirm that:-
- 5.1 no fees or periodic charges are payable in respect of the Blocked Account[s] and there are no restrictions on:
- 5.1.1 the payment of the credit balance on the Blocked Account[s]; or
- 5.1.2 the assignment of the Blocked Account[s] to the Security Agent or any third party;
- 5.2 you have not received notice of any previous assignments of, charges over or trusts in respect of, the Blocked Account[s];
- 5.3 you will not, without the Security Agent's consent:-
- 5.3.1 exercise any right of combination, consolidation or set-off which you may have in respect of the Blocked Account[s]; or
- 5.3.2 amend or vary any rights attaching to the Blocked Account[s];
- 5.4 save as specifically set out in this notice, you will act only in accordance with the instructions given by persons authorised by the Security Agent;
- 5.5 save as specifically set out in this notice, you will not permit us to withdraw or otherwise transfer the whole or any part of the money standing to the credit of the Blocked Account[s] without the Security Agent's prior written consent; and
- 5.6 you shall send all statements and other notices given by you relating to the Blocked Account[s] to the Security Agent.
6. The authority and instructions contained in this notice cannot be revoked or varied by us without the prior written consent of the Security Agent.
7. This notice, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice and your acknowledgement of the matters and instructions set out above within [5] days of receipt by signing, dating and returning the enclosed copy of this letter directly to the Security Agent at [] marked for the attention of [].

Yours faithfully,

for and on behalf of
[PROPERTY OBLIGOR]

Acknowledged:

.....
For and on behalf of
[Name of account bank]

Schedule 11

FORM OF NOTICE OF ASSIGNMENT OF ASSIGNED CONTRACT

To be printed on the headed notepaper of the relevant Property Obligor

To: [Insert name and address of relevant contract counterparty]

Date: []

Dear Sirs,

[DESCRIPTION OF RELEVANT ASSIGNED CONTRACT] (THE "CONTRACT")

1. We give you notice that we have entered into a debenture dated [] in favour of **[SECURITY AGENT]** (the "**Security Agent**") (the "**Debenture**").
2. We give you notice that, pursuant to the terms of the Debenture, we have assigned (and, to the extent not validly or effectively assigned, we have charged by way of fixed charge) to the Security Agent by way of security all of our rights, title and interest from time to time in, and the full benefit of, the Contract and all rights, title and interest in any amounts payable to us under the Contract, including any claims for damages in respect of any breach of the Contract.
3. Following the Security Agent's notification to you that the security created by the Debenture has become enforceable:-
 - 3.1 [all payments to be made to us under or arising from the Contract should be made [to the Security Agent or to its order as it may specify in writing from time to time] *[specify bank account]*];
 - 3.2 all remedies provided for in the Contract or available at law or in equity are exercisable by the Security Agent;
 - 3.3 you are authorised and instructed, without further approval from us, to comply with your obligations (including without limitation your payment obligations) under the Contract in accordance with the written instructions of the Security Agent from time to time (and to hold the money for any such payments to the Security Agent's order pending receipt of written instructions from the Security Agent); and
 - 3.4 subject to paragraph 5 below, you shall allow the Security Agent to perform all the obligations assumed by us under the Contract.
4. You shall not be released from your obligations under the Contract without the prior written consent of the Security Agent.
5. We shall remain liable to perform all our obligations under the Contract and the Security Agent shall be under no obligation of any kind whatsoever in respect of the Contract.

6. You must not, without the Security Agent's prior written consent:
 - 6.1 amend, novate, supplement, restate or replace the Contract;
 - 6.2 agree to any waiver or release of any of your obligations under the Contract; or
 - 6.3 exercise any right of set-off or counterclaim in relation to any amounts owed under or in connection with the Contract.
7. With effect from the date of receipt of this notice, we irrevocably and unconditionally instruct and authorise you, without requiring further approval from us, to:
 - 7.1 promptly disclose to the Security Agent such information relating to the Contract as the Security Agent may at any time request including, without limitation, all information, accounts and records in your possession or control that may be necessary or of assistance to enable the Lender to verify the amount of all payments made or payable under the Contract by you or the performance by you of all your obligations under the Contract; and
 - 7.2 provide the Security Agent with copies of all notices given or received under the Contract promptly after they are given or received.
8. The authority and instructions contained in this notice cannot be revoked or varied by us without the prior written consent of the Security Agent.
9. By countersigning this letter, you confirm that:-
 - 9.1 you have not received notice of any previous assignments or charges of or over any of the rights, title and interests and benefits referred to in this notice;
 - 9.2 no amendment, waiver or release of any of rights, interests and benefits referred to in this notice shall be effective without the prior written consent of the Security Agent;
 - 9.3 no termination of any rights, interests or benefits referred to in this notice shall be effective unless we have given the Security Agent thirty days written notice of the proposed termination (or if notice is not possible within that period, as soon as possible), specifying the action necessary to avoid such termination;
 - 9.4 no breach or default on the part of the [*insert name of relevant Chargors*] of any of the terms of the Contract shall be deemed to have occurred unless you have given notice of such breach to the Security Agent specifying how to make good such breach; and
 - 9.5 you will not, without the Security Agent's prior written consent, exercise any right of set-off or counterclaim in relation to any amounts owed under or in connection with the Contract.
10. This notice, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice and your acknowledgement of the matters and instructions set out above within 5 days of receipt by signing, dating and returning the enclosed copy of this letter directly to the Security Agent at [] marked for the attention of [].

Yours faithfully,

for and on behalf of
[PROPERTY OBLIGOR]

Acknowledged:

.....

For and on behalf of

[Name of insurer]

Schedule 12

FORM OF NOTICE OF ASSIGNMENT OF SUBORDINATED DEBT

To be printed on the headed notepaper of the relevant Chargor

To: [Insert name and address of the relevant Obligor]

Date: []

Dear Sirs,

**[DESCRIPTION OF SUBORDINATED DEBT] (THE "SUBORDINATED DEBT") AND
[DESCRIPTION OF SUBORDINATED DOCUMENTS] (THE "SUBORDINATED
DOCUMENTS")**

1. We give you notice that we have entered into a security agreement dated [] in favour of [SECURITY AGENT] (the "Security Agent") (the "Security Agreement").
2. We give you notice that, pursuant to the terms of the Security Agreement, we have assigned (and, to the extent not validly or effectively assigned, we have charged by way of fixed charge) to the Security Agent by way of security all of our rights, title and interest from time to time in, and the full benefit of, the Subordinated Debt and the Subordinated Documents and all rights, title and interest in any amounts payable to us in respect of the Subordinated Debt and the Subordinated Documents.
3. Following the Security Agent's notification to you that the security created by the Security Agreement has become enforceable:-
 - 3.1 all payments to be made to us under or arising in respect of the Subordinated Debt and under the Subordinated Documents should be made [to the Security Agent or to its order as it may specify in writing from time to time] [specify bank account];
 - 3.2 all remedies provided for in the Subordinated Documents or available at law or in equity are exercisable by the Security Agent;
 - 3.3 you are authorised and instructed, without further approval from us, to comply with your obligations (including without limitation your payment obligations) in respect of the Subordinated Debt and under the Subordinated Documents in accordance with the written instructions of the Security Agent from time to time (and to hold the money for any such payments to the Security Agent's order pending receipt of written instructions from the Security Agent); and
 - 3.4 subject to paragraph 5 below, you shall allow the Security Agent to perform all the obligations assumed by us in respect of the Subordinated Debt and under the Subordinated Documents.
4. We shall remain liable to perform all our obligations in respect of the Subordinated Debt and under the Subordinated Documents and the Security Agent shall be under no obligation of any kind whatsoever in respect of the Subordinated Debt and the Subordinated Documents.
5. This notice, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice and your acknowledgement of the matters and instructions set out above within 5 days of receipt by signing, dating and returning the enclosed copy of this letter directly to the Security Agent at [] marked for the attention of [].

Yours faithfully,

for and on behalf of
[CHARGOR]

Acknowledged:

.....

For and on behalf of

[Obligor]

EXECUTION PAGES

The Chargors

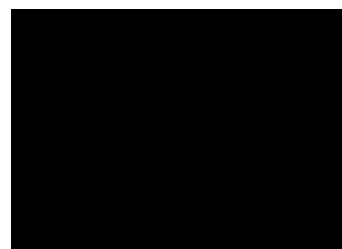
EXECUTED as a Deed
by **LIH FINANCING LTD** acting by two Directors
or a Director and its Secretary:-

)
)
)
)
)

Director

Director

Address: 140 London Wall, London, EC2Y 5DN
Fax: +44 (0)207 796 5300



EXECUTED as a Deed
by **BR EMPIRE S.À.R.L.** acting by two
Managers or a Manager and its Secretary:-

)
)
)
)
)

Manager

By:

Name:

Title:

Manager

By:

Name:

Title:

Address: 5, Avenue Gaston Diderich, L-1420
Luxembourg
Fax: +352 2744 8101

EXECUTED as a Deed)
by LANDS IMPROVEMENT HOLDINGS)
SHREWSBURY S.À.R.L acting by two)
Managers or a Manager and its Secretary:-)
)

Manager

By:

Name:

Title:

Manager

By:

Name:

Title:

Address: 5, Avenue Gaston Diderich, L-1420
Luxembourg
Fax: +352 2744 8101

EXECUTED as a Deed)
by LANDS IMPROVEMENT HOLDINGS)
LUXEMBOURG S.À.R.L acting by two)
Managers or a Manager and its Secretary:-)
)

Manager

By:

Name:

Title:

Manager

By:

Name:

Title:

Address: 5, Avenue Gaston Diderich, L-1420
Luxembourg
Fax: +352 2744 8101

EXECUTED as a Deed)
by LANDS IMPROVEMENT HOLDINGS)
SOUTH CAMBRIDGE S.À.R.L acting by two)
Managers or a Manager and its Secretary:-)
)

Manager

By:

Name:

Title:

Manager

By:

Name:

Title:

Address: 5, Avenue Gaston Diderich, L-1420
Luxembourg
Fax: +352 2744 8101

EXECUTED as a Deed)
by LANDS IMPROVEMENT HOLDINGS)
PETERBOROUGH S.À.R.L acting by two)
Managers or a Manager and its Secretary:-)
)

Manager

By:

Name: Graeme Hunter

Title: Manager

Manager

By:

Name: Russell Gurnhill

Title: Manager

Address: 140 London Wall, London, EC2Y 5DN
Fax: +44 (0)207 796 5300

EXECUTED as a Deed)
by LANDS IMPROVEMENT HOLDINGS)
EMPIRE S.À.R.L acting by two Managers or a)
Manager and its Secretary:-)
)

Manager

By:

Name:

Title:

Manager

By:

Name:

Title:

Address: 5, Avenue Gaston Diderich, L-1420
Luxembourg
Fax: +352 2744 8101

EXECUTED as a Deed)
by LANDS IMPROVEMENT HOLDINGS)
LANDMATCH S.À.R.L acting by two)
Managers or a Manager and its Secretary:-)
)

Manager

By:

Name:

Title:

Manager

By:

Name:

Title:

Address: 5, Avenue Gaston Diderich, L-1420
Luxembourg
Fax: +352 2744 8101

EXECUTED as a Deed)
by LANDS IMPROVEMENT HOLDINGS)
POOLE S.À.R.L acting by two Managers or a)
Manager and its Secretary:-)
)

Manager

By:

Name:

Title:

Manager

By:

Name:

Title:

Address: 5, Avenue Gaston Diderich, L-1420
Luxembourg
Fax: +352 2744 8101

EXECUTED as a Deed)
by LANDS IMPROVEMENT HOLDINGS)
HOUGHTON REGIS S.À.R.L acting by two)
Managers or a Manager and its Secretary:-)
)

Manager

By:

Name:

Title:

Manager

By:

Name:

Title:

Address: 5, Avenue Gaston Diderich, L-1420
Luxembourg
Fax: +352 2744 8101

EXECUTED as a Deed)
by LANDS IMPROVEMENT HOLDINGS)
COLCHESTER S.À.R.L acting by two)
Managers or a Manager and its Secretary:-)
)

Manager

By:

Name:

Title:

Manager

By:

Name:

Title:

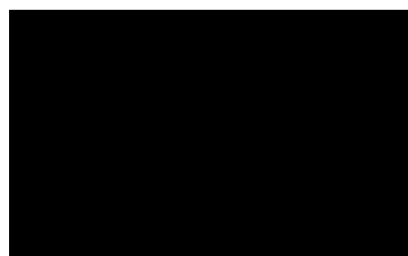
Address: 5, Avenue Gaston Diderich, L-1420
Luxembourg
Fax: +352 2744 8101

EXECUTED as a Deed)
by HUBERT C LEACH (HIGH LEIGH) LTD)
acting by two Directors or a Director and its)
Secretary:-)
)

Director

Director

Address: 140 London Wall, London, EC2Y 5DN
Fax: +44 (0)207 796 5300



EXECUTED as a Deed)
by **LIH COLCHESTER LIMITED** acting by two)
Directors or a Director and its Secretary:-)
)
)

Director

Director

Address: 140 London Wall, London, EC2Y 5DN
Fax: +44 (0)207 796 5300

EXECUTED as a Deed)
by **LANDS IMPROVEMENT HOLDINGS**)
LIMITED acting by two Directors or a Director)
and its Secretary:-)
)

Director

Director

Address: 140 London Wall, London, EC2Y 5DN
Fax: +44 (0)207 796 5300

EXECUTED as a Deed)
by **EMPIRE LIH LIMITED** acting by two)
Directors or a Director and its Secretary:-)
)
)

Director

Director

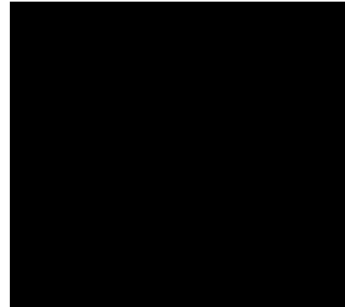
Address: 140 London Wall, London, EC2Y 5DN
Fax: +44 (0)207 796 5300

EXECUTED as a Deed)
by **BRITISH FIELD PRODUCTS LIMITED**)
acting by two Directors or a Director and its)
Secretary:-)
)

Director

Director

Address: 140 London Wall, London, EC2Y 5DN
Fax: +44 (0)207 796 5300

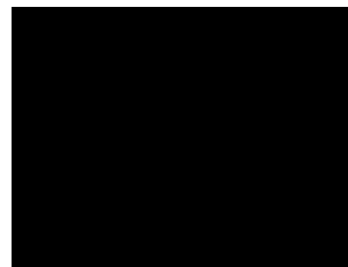


EXECUTED as a Deed)
by **FELTWELL FEN FARMS LIMITED** acting)
by two Directors or a Director and its)
Secretary:-)
)

Director

Director

Address: 140 London Wall, London, EC2Y 5DN
Fax: +44 (0)207 796 5300

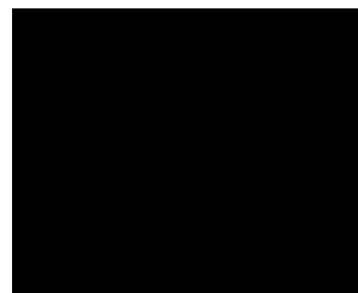


EXECUTED as a Deed)
by **A.L.I.H. (PROPERTIES) LIMITED** acting by)
two Directors or a Director and its Secretary:-)
)
)

Director

Director

Address: 140 London Wall, London, EC2Y 5DN
Fax: +44 (0)207 796 5300

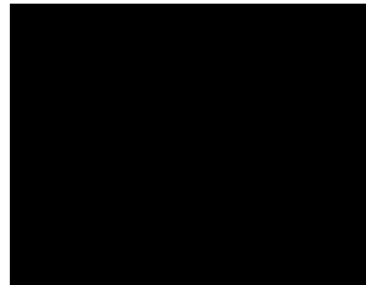


EXECUTED as a Deed)
by LANDMATCH LIMITED acting by two)
Directors:-)
)
)

Director

Director

Address: 140 London Wall, London, EC2Y 5DN
Fax: +44 (0)207 796 5300

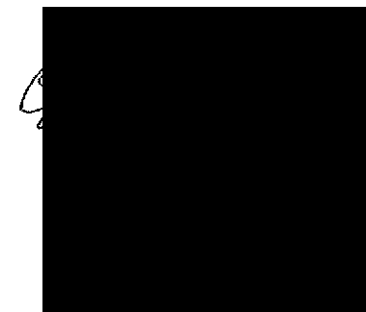


EXECUTED as a Deed)
by LANDMATCH (L.E.A.) LIMITED acting by)
two Directors or a Director and its Secretary:-)
)
)

Director

Director

Address: 140 London Wall, London, EC2Y 5DN
Fax: +44 (0)207 796 5300

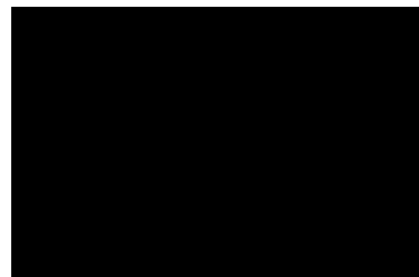


EXECUTED as a Deed)
by A.L.I.H.(FARMS) LIMITED acting by two)
Directors or a Director and Its Secretary:-)
)
)

Director

Director

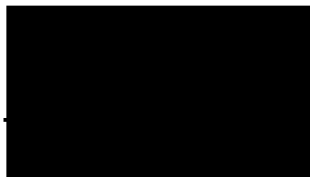
Address: 140 London Wall, London, EC2Y 5DN
Fax: +44 (0)207 796 5300



The Security Agent

SIGNED for and on behalf of
HSBC BANK PLC

)
)



Address: HSBC BANK PLC, 70 PAUL MALL, LONDON, SW1Y 5EZ
Facsimile number 03455 874838

DATED 4 August 2016

(1) THE CHARGORS

(2) HSBC BANK PLC
(as Security Agent)

DEBENTURE



Pinsent Masons

CONTENTS

Clause		Page
1	INTERPRETATION	1
2	COVENANT TO PAY	7
3	CHARGES	7
4	CRYSTALLISATION OF FLOATING CHARGE	10
5	PERFECTION OF SECURITY	12
6	COVENANTS	15
7	SHARES AND SECURITIES	15
8	INTELLECTUAL PROPERTY	17
9	MONETARY CLAIMS	17
10	CHARGED HEDGING AGREEMENTS	17
11	CHARGED SUBORDINATED DOCUMENTS	18
12	ACCOUNTS	18
13	ASSIGNED CONTRACTS AND ASSIGNED INSURANCES	21
14	PROTECTION OF SECURED ASSETS	22
15	DEMAND AND ENFORCEMENT	22
16	RECEIVERS	23
17	APPLICATION OF MONEYS	24
18	POWER OF ATTORNEY	25
19	CONSOLIDATION	25
20	PROTECTION OF THIRD PARTIES	26
21	PROTECTION OF THE SECURITY AGENT, THE FINANCE PARTIES AND ANY RECEIVER	26
22	PROVISIONS RELATING TO THE SECURITY AGENT	27
23	PRESERVATION OF SECURITY	28
24	RELEASE	30
25	MISCELLANEOUS PROVISIONS	30
26	NOTICES	31
27	GOVERNING LAW	32

28	ENFORCEMENT	32
	SCHEDULE 1 - THE CHARGORS	34
	SCHEDULE 2 - DETAILS OF LAND	38
	SCHEDULE 3 - DETAILS OF SHARES	40
	SCHEDULE 4 - DETAILS OF ASSIGNED INSURANCES	41
	SCHEDULE 5 - DETAILS OF ASSIGNED ACCOUNTS	42
	SCHEDULE 6 - DETAILS OF EXCLUDED ASSETS	43
	SCHEDULE 7 - DEED OF ACCESSION	46
	SCHEDULE 8 - FORM OF NOTICE OF ASSIGNMENT OF INSURANCE	51
	SCHEDULE 9 - FORM OF NOTICE OF ASSIGNMENT OF ASSIGNED ACCOUNTS (NOT BLOCKED ACCOUNTS)	53
	SCHEDULE 10 - FORM OF NOTICE OF ASSIGNMENT OF BLOCKED ACCOUNTS	56
	SCHEDULE 11 - FORM OF NOTICE OF ASSIGNMENT OF ASSIGNED CONTRACT	58
	SCHEDULE 12 -- FORM OF NOTICE OF ASSIGNMENT OF SUBORDINATED DEBT	61

THIS DEED is made on 4 August 2016

BETWEEN:-

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

INTRODUCTION

- (A) The Finance Parties have agreed to make a revolving credit facility available to the Borrower (as defined below) on the terms and conditions set out in the Facility Agreement (as is defined below).
- (B) The Chargors have agreed to enter into this Deed to provide Security over their assets to the Security Agent to hold on trust for itself and the other Finance Parties.

IT IS AGREED as follows:-

1. INTERPRETATION

1.1 Definitions

In this Deed:-

"Account" means any account now or at any time (and from time to time) opened, owned, operated, held or maintained by any Chargor (or in which any Chargor has an interest) at any bank or financial institution in any jurisdiction (and shall include any replacement account, subdivision or sub-account of that account) and all moneys from time to time standing to the credit (including any interest thereon) of such accounts

"Assigned Account" means:-

- (a) each of the Accounts specified in Schedule 5 (*Details of Assigned Accounts*) (and any renewal or redesignation of such Accounts);
- (b) any Blocked Accounts which are maintained with any bank or financial institution other than the Security Agent; and
- (c) any other Account agreed by the Security Agent and the Borrower in writing to be an Assigned Account

"Assigned Contracts" means:-

- (a) the Hedging Agreements other than the Charged Hedging Agreements; and
- (b) the option agreement dated 13 June 2001 and made between (1) Redland Property Holdings

Limited, La Farge Aggregates Limited and Steelley Aggregates Limited and (2) Landmatch Limited and A.L.I.H. (Properties) Limited (the "**Lafarge Option Agreement**")

"Assigned Insurances"	means the Insurances (if any) specified in Schedule 4 (<i>Assigned Insurances</i>) (including any renewal, substitution or replacement of such Insurance)
"Authorisations"	has the meaning given to that term in the Facility Agreement
"Blocked Account"	means:- <ul style="list-style-type: none"> (a) any Finance Account (and any renewal or redesignation of such account); (b) any Disposals Account (and any renewal or redesignation of such account); (c) any Cure Account (and any renewal or redesignation of such account; and (d) any other Account agreed by the Security Agent and the Borrower in writing to be a Blocked Account
"Borrower"	means LIH Financing Limited registered in England and Wales (registered number 10187550)
"Charged Account"	means:- <ul style="list-style-type: none"> (a) the Accounts maintained by any Chargor with the Security Agent and agreed by the Security Agent and the Borrower in writing to be a Charged Account; and (b) any Blocked Accounts maintained with the Security Agent (acting in any capacity)
"Charged Hedging Agreements"	means any Hedging Agreement entered into by the Borrower with the Security Agent
"Deed of Accession"	means a deed substantially in the form of Schedule 7 (<i>Deed of Accession</i>) executed, or to be executed, by a person becoming a Chargor
"Default"	has the meaning given to that term in the Facility Agreement
"Default Rate"	means the rate specified in clause 8.4 (<i>Default interest</i>) of the Facility Agreement
"Event of Default"	has the meaning given to that term in the Facility Agreement
"Excluded Assets"	means each of the assets (and all and any related rights, benefits, interests and agreements in respect of such assets) described in Schedule 6 (<i>Excluded Assets</i>)

"Facility Agreement"	means the Facility Agreement dated on or about the date of this Deed between, among others, the Chargors, the Agent and the Security Agent
"Finance Documents"	has the meaning given to that term in the Facility Agreement
"Finance Parties"	has the meaning given to that term in the Facility Agreement
"Insurances"	has the meaning given to that term in the Facility Agreement
"Intellectual Property"	<p>means any of the following:-</p> <ul style="list-style-type: none"> (a) all interests in respect of any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents (including supplementary protection certificates), trade marks, service marks, registered designs and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above; (b) any brand and trade names, domain names, invention, copyright, design right or performance right; (c) any confidential information; and (d) the benefit of any agreement or licence for the use of any such right, <p>and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above together with any registrations, extensions, renewals or applications of or for the same, now or at any time hereafter (and from time to time) owned or held by any Property Obligor or (to the extent of its interest) in which any Property Obligor has an interest</p>
"Land"	has the meaning given to that term in section 205(1) of the LPA but for these purposes "Land" excludes heritable property situated in Scotland
"LPA"	means the Law of Property Act 1925
"Monetary Claims"	means all book and other debts, rentals, royalties, fees, VAT and monetary claims now or in the future owing to each Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, together with all cheques, bills of exchange, negotiable instruments, indemnities, credits and securities at any time given in relation to, or to secure payment of, any such debt
"Party"	means a party to this Deed

"Plant and Equipment"	means all plant, machinery or equipment (including office equipment, computers, vehicles and other equipment) of each Property Obligor in respect of the Properties only of any kind and the benefit of all licences, warranties and contracts relating to the same
"Receiver"	means any receiver, receiver and manager or, to the extent permitted by law, an administrative receiver (whether appointed pursuant to this Deed or any statute, by a court or otherwise) of the whole or any part of the Secured Assets
"Regulations"	means the Financial Collateral Arrangements (No2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements
"Related Rights"	<p>means in relation to any Secured Asset:-</p> <ul style="list-style-type: none"> (a) the proceeds of sale of all or any part of that Secured Asset; (b) allotments, rights, money or property arising from that Secured Asset, by way of conversion, exchange, redemption, bonus, preference, option or otherwise; (c) all rights under any licence, agreement for sale or agreement for lease in respect of that Secured Asset; (d) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that Secured Asset; and (e) any moneys and proceeds or income paid or payable in respect of that Secured Asset
"Secured Assets"	means all the assets and undertaking of the Chargors which from time to time are, or purport to be, the subject of the Security created in favour of the Security Agent by or pursuant to this Deed
"Secured Liability"	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 Chargor to any Secured Party under each Finance Document (together the "Secured Liabilities")
"Securities"	means all or any stocks, shares (other than any Shares) or other financial instruments (as defined in the Regulations) including those held via a nominee, trustee or clearing system
"Security"	means a mortgage, standard security, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement

having a similar effect

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

- (a) all of the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Finance Party has any further commitment, obligation or liability under or pursuant to the Finance Documents

"Shares" means:-

- (a) all of the shares in the capital of each of the companies specified in Schedule 3 (*Details of Shares*); and
- (b) any shares in the capital of any other member of the Group owned by any Chargor or held by any nominee on behalf of any Chargor at any time, other than any shares issued by a company incorporated in Luxembourg

"Subordinated Assets" means:-

- (a) the Subordinated Debt;
- (b) the Subordinated Documents; and
- (c) all Related Rights under or in connection with the Subordinated Debt and the Subordinated Documents

"Subordinated Debt" means all present and future obligations or liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to a Chargor pursuant to a Subordinated Document or otherwise

"Subordinated Documents" means all agreements evidencing or recording the terms of the Subordinated Debt

1.2 Incorporation of terms

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

1.3 Interpretation

1.3.1 The principles of interpretation set out in clauses 1.2 to 1.4 of the Facility Agreement shall apply to this Deed insofar as they are relevant to it.

1.3.2 Unless the context otherwise requires, a reference to a **"Finance Document"** or any other agreement, deed or instrument is a reference to that Finance Document or other agreement, deed or instrument as amended, novated, supplemented, restated or replaced (however fundamentally) and includes any increase in, extension of, or change to, any

facility made available under that Finance Document or other agreement, deed or instrument and includes any increase in, extension of or change to any facility made available under that Finance Document or other agreement, deed or instrument.

1.3.3 The liabilities of the Chargors under this Deed are joint and several.

1.4 Acknowledgement

Each Chargor acknowledges that the Security Agent enters into this Deed for itself and as trustee for the Finance Parties who shall be entitled to the full benefit of this Deed.

1.5 Effect as a deed

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

1.6 Law of Property (Miscellaneous Provisions) Act 1989

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

1.7 Third party rights

1.7.1 Each Finance Party, any Receiver and their respective officers, employees and agents may enforce any term of this Deed which purports to confer a benefit on that person, but no other person who is not a Party has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

1.7.2 Notwithstanding any term of any Finance Document, the Parties and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed without the consent of any person who is not a Party.

1.8 Continuing Event of Default

An Event of Default is "continuing" if it has not been remedied in accordance with the relevant provision of Clause 24 (*Events of Default*) of the Facility Agreement prior to any steps being taken under Clause 24.16 (*Acceleration*) of the Facility Agreement or waived.

1.9 Nominees

If the Security Agent causes or requires Shares or any other asset to be registered in the name of its nominee, any reference in this Deed to the Security Agent shall, if the context permits or requires, be construed as a reference to the Security Agent and its nominee.

1.10 Conflict of Terms

To the extent that there is any conflict and/or contradiction and/or inconsistency between the terms of this Deed and the terms of the Facility Agreement, the terms of the Facility Agreement shall prevail.

2. COVENANT TO PAY

2.1 Secured Liabilities

Each Chargor covenants that it will pay and discharge the Secured Liabilities when due in accordance with the terms of the Finance Documents.

2.2 Interest

Each Chargor covenants to pay interest at the Default Rate to the Security Agent on any sum not paid in accordance with Clause 2.1 (*Secured Liabilities*) until payment (both before and after judgment).

3. CHARGES

3.1 Land

Each Property Obligor charges:

3.1.1 by way of first legal mortgage all Land described in Schedule 2 (*Details of Land*); and

3.1.2 by way of first fixed charge:-

- (a) all Land vested in any Property Obligor on the date of this Deed to the extent not effectively mortgaged by Clause 3.1.1;
- (b) all licences to enter upon or use Land and the benefit of all other agreements relating to Land; and
- (c) all Land acquired by any Property Obligor after the date of this Deed.

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 the Shares and all Related Rights under or in connection with the Shares.

3.3 Securities

Each Chargor mortgages or (if or to the extent that this Deed does not take effect as a mortgage) charges by way of first fixed charge the Securities and all Related Rights under or in connection with the Securities.

3.4 Intellectual Property

Each Property Obligor charges by way of first fixed charge the Intellectual Property and all Related Rights under or in connection with the Intellectual Property.

3.5 Monetary Claims

Each Property Obligor charges by way of first fixed charge the Monetary Claims and all Related Rights under or in connection with the Monetary Claims.

3.6 Charged Accounts

Each Chargor charges by way of first fixed charge:-

3.6.1 all amounts standing to the credit of the Charged Accounts; and

3.6.2 all Related Rights under or in connection with the Charged Accounts.

3.7 Plant and Equipment

Each Property Obligor charges by way of first fixed charge:-

3.7.1 the Plant and Equipment (to the extent not effectively charged by Clauses 3.1.1 or 3.1.2) other than any Plant and Equipment which is for the time being part of any Property Obligor's stock-in-trade or work-in-progress; and

3.7.2 all Related Rights under or in connection with the Plant and Equipment.

3.8 Charged Hedging Agreements

The Borrower charges by way of first fixed charge:-

3.8.1 the benefit of the Charged Hedging Agreements; and

3.8.2 all Related Rights under or in connection with the Charged Hedging Agreements.

3.9 Goodwill

Each Property Obligor charges by way of first fixed charge its present and future goodwill.

3.10 Uncalled capital

Each Property Obligor charges by way of first fixed charge its uncalled capital.

3.11 Authorisations

Each Property Obligor charges by way of first fixed charge the benefit of all licences, consents, agreements and Authorisations held by or used in connection with the business of such Property Obligor or the use of any of its assets.

3.12 Subordinated Debt

To the extent not effectively assigned under Clause 3.16 (*Assigned Subordinated Debt*), each Chargor charges by way of first fixed charge:-

3.12.1 the Subordinated Debt;

3.12.2 the Subordinated Documents; and

3.12.3 all Related Rights under or in connection with the Subordinated Debt and the Subordinated Documents.

3.13 Assigned Contracts

Each Property Obligor assigns absolutely by way of security, subject to a proviso for reassignment on the irrevocable discharge in full of the Secured Liabilities, all its right, title and interest from time to time in:-

3.13.1 the Assigned Contracts to which it is a party; and

- 3.13.2 all Related Rights under or in connection with the Assigned Contracts to which it is a party.

3.14 Assigned Insurances

Each Property Obligor assigns absolutely by way of security, subject to a proviso for reassignment on the irrevocable discharge in full of the Secured Liabilities, all its right, title and interest from time to time in:

- 3.14.1 the Assigned Insurances to which it is a party; and
- 3.14.2 all Related Rights under or in connection with the Assigned Insurances to which it is a party.

3.15 Assigned Accounts

Each Chargor assigns absolutely by way of security, subject to a proviso for reassignment on the irrevocable discharge in full of the Secured Liabilities, all its right, title and interest from time to time in:-

- 3.15.1 the Assigned Accounts in its name; and
- 3.15.2 all Related Rights under or in connection with the Assigned Accounts in its name.

3.16 Assigned Subordinated Debt

- 3.16.1 Each Chargor assigns absolutely by way of security, subject to a proviso for reassignment on the irrevocable discharge in full of the Secured Liabilities, all its right, title and interest from time to time in:-

- (a) the Subordinated Debt;
- (b) the Subordinated Documents; and
- (c) all Related Rights under or in connection with the Subordinated Debt and the Subordinated Documents.

- 3.16.2 The execution of this Deed by the Subordinated Creditors which are party to this Deed shall constitute notice to each relevant Obligor of the Security created over the Subordinated Debt, the Subordinated Documents and all Related Rights under or in connection with the Subordinated Debt and the Subordinated Documents.

3.17 Floating Charge

- 3.17.1 Each 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 and any property, assets or rights of any Chargor located in Scotland or governed by and/or otherwise subject to Scots law.
- 3.17.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by this Deed.

3.18 Trust

If or to the extent that for any reason the assignment or charging of any Secured Asset is prohibited, the relevant Chargor shall:-

3.18.1 hold it on trust for (or in respect of a Chargor located in Luxembourg, for and on behalf of) the Security Agent as security for the payment and discharge of the Secured Liabilities; and

3.18.2 take such steps as the Security Agent may require to remove the impediment to assignment or charging it.

3.19 Nature of Security created

The Security created under this Deed is created:

3.19.1 as a continuing security to secure the payment and discharge of the Secured Liabilities and shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Liabilities;

3.19.2 in favour of the Security Agent as trustee for the Finance Parties; and

3.19.3 with full title guarantee.

3.20 Exclusion of Scottish assets

No property, assets or rights of any Chargor located in Scotland or governed by and/or otherwise subject to Scots law, shall be charged by way of mortgage, fixed charge and/or assignment by this Clause 3.

3.21 Exclusion of Luxembourg Assets

No property, assets or rights of any Chargor located in Luxembourg or governed by, and/or otherwise subject to, Luxembourg law, shall be charged by way of mortgage, fixed charge, floating charge and/or assignment by this Clause 3.

3.22 Excluded Assets

It is expressly agreed that the Excluded Assets shall not be subject to any Security created under this Deed and therefore shall not form part of the Charged Property unless otherwise agreed in writing by the relevant Chargor.

4. CRYSTALLISATION OF FLOATING CHARGE

4.1 Crystallisation: By Notice

4.1.1 The Security Agent may at any time by notice in writing to any Chargor convert the floating charge created by Clause 3.17 (*Floating Charge*) into a fixed charge with immediate effect as regards any property or assets specified in the notice if:-

- (a) the Security created by or pursuant to this Deed becomes enforceable in accordance with Clause 15.1 (*Enforcement*); or
- (b) the Security Agent considers that any Secured Asset may be in jeopardy or in danger of being seized, attached, charged, taken possession of or sold under any form of distress, sequestration, execution or other process or otherwise be in jeopardy; or
- (c) the Security Agent considers that it is necessary in order to protect the priority of the Security created by or pursuant to this Deed.

4.1.2 If no specific assets subject to the floating charge in Clause 3.17 (*Floating charge*) are identified in the notice referred to in Clause 4.1.1 then the

crystallisation shall take effect over all of the assets subject to the floating charge in Clause 3.17 (*Floating charge*).

4.2 Crystallisation: Automatic

The floating charge created by a Chargor under Clause 3.17 (*Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets of that Chargor subject to the floating charge:-

- 4.2.1 if that Chargor creates or attempts to create any Security (other than as permitted under the Facility Agreement) over any of the Secured Assets; or
- 4.2.2 if any person levies or attempts to levy any distress, execution or other process against any of the Secured Assets; or
- 4.2.3 if the Security Agent receives notice of an intention to appoint an administrator of that Chargor; or
- 4.2.4 if any step is taken (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of that Chargor, over all or any part of its assets, or if such person is appointed; or
- 4.2.5 on the crystallisation of any other floating charge over the Secured Assets; or
- 4.2.6 in any other circumstance provided by law.

4.3 Assets acquired post-crystallisation

Any assets acquired by a Chargor after crystallisation has occurred (and that are not effectively charged by way of legal mortgage or fixed charge, or assigned under Clause 3 (*Charges*)), shall become subject to the floating charge created by Clause 3.17 (*Floating charge*) so that the crystallisation shall be effective as if such assets were owned by the Chargor at the date of crystallisation.

4.4 Crystallisation: Moratorium where directors propose voluntary arrangement

The floating charge created by Clause 3.17 (*Floating Charge*) may not be converted into a fixed charge solely by reason of:

- 4.4.1 the obtaining of a moratorium; or
- 4.4.2 anything done with a view to obtaining a moratorium,

under Schedule A1 to the Insolvency Act 1986.

4.5 Partial crystallisation

The giving of a notice by the Security Agent pursuant to Clause 4.1 (*Crystallisation: By Notice*) in relation to any class of assets of any Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the Finance Parties.

4.6 De-crystallisation of floating charge

Any charge that has crystallised under this Clause may by notice in writing (given at any time by the Security Agent to the Borrower), be reconverted into a floating charge in relation to the assets or class of assets specified in that notice.

4.7 **Assets situated in Scotland**

The provisions of Clause 4.1 (*Crystallisation: By Notice*) and Clause 4.2 (*Crystallisation: Automatic*) shall not apply to any of a Chargor's assets insofar as they are situated in or otherwise subject to the law of Scotland to the extent that the conversion by notice or automatic conversion provided for therein would not be recognised under the laws of Scotland.

5. **PERFECTION OF SECURITY**

5.1 **Notices of assignment**

5.1.1 The Property Obligors must deliver notices of assignment in relation to each Secured Asset which is subject to an assignment under this Deed:-

- (a) Assigned Contracts: within two Business Days of the date on which the assignment is granted, by issuing a notice substantially in the form set out in Schedule 11 (*Form of notice of assignment of Assigned Contract*) addressed to the relevant counterparty;
- (b) Assigned Insurances:
 - (i) within two Business Days of the date on which the assignment is granted, by issuing a notice substantially in the form set out in Schedule 8 (*Form of notice of assignment of Assigned Insurance*) addressed to the relevant insurer;
 - (ii) If any Property Obligor renews, substitutes or replaces any Assigned Insurance, by issuing, on or within 5 Business Days of the date of the renewal, substitution or replacement, a notice substantially in the form set out in Schedule 8 (*Form of notice of assignment of Assigned Insurance*) addressed to the relevant insurer;
- (c) Assigned Accounts:
 - (i) in respect of each Assigned Account (other than a Blocked Account) by issuing, within two Business Days of the date on which the assignment is granted, a notice substantially in the form set out in Schedule 9 (*Form of notice of assignment of Assigned Accounts (not Blocked Accounts)*) addressed to the bank or financial institution with whom the Assigned Account is held; and
 - (ii) in respect of any Account subsequently designated in writing by the Security Agent and the Borrower as an Assigned Account, by issuing, within 5 Business Days of the date of the designation, a notice in the form set out in Schedule 9 (*Form of notice of assignment of Assigned Accounts (not Blocked Accounts)*) or, if the Account is a Blocked Account, a notice in the form set out in Schedule 10 (*Form of notice of assignment of Blocked Accounts*) addressed to the bank or financial institution with whom the Assigned Account is held.

- (d) Assigned Subordinated Debt: within two Business Days of the date on which the assignment is granted, by issuing a notice in the form set out in Schedule 12 (*Form of notice of assignment of Subordinated Debt*) addressed to the relevant counterparty.

5.1.2 The execution of this Deed by the Property Obligors shall constitute notice to the Security Agent of the Security created over the Blocked Accounts opened or maintained with the Security Agent.

5.1.3 The Property Obligors shall use reasonable endeavours to procure that, within 14 days of the date of the each notice of assignment delivered pursuant to Clause 5.1.1 above, each notice of assignment is acknowledged by the party to whom it is addressed.

5.1.4 Each Property Obligor will deliver to the Security Agent:-

- (a) a copy of each notice of assignment, within 5 Business Days of delivery to the relevant counterparty; and
- (b) a copy of each acknowledgment of a notice of assignment, within 5 Business Days of receipt from the relevant counterparty.

5.2 Documents of Title

5.2.1 Land

- (a) The Property Obligors shall upon the execution of this Deed or any Deed of Accession, and upon the acquisition by any Property Obligor of any interest in any Land that becomes a Property deliver (or procure delivery) to the Security Agent of either:-
 - (i) all deeds, certificates and other documents relating to such Land described in Schedule 2 (*Details of Land*) (which the Security Agent shall be entitled to hold and retain at the expense and risk of the Property Obligors); or
 - (ii) an undertaking from the Borrower's solicitors (in form and substance acceptable to the Security Agent) to hold all deeds, certificates and other documents of title relating to such Land described in Schedule 2 (*Details of Land*) strictly to the order of the Security Agent.
- (b) Following the occurrence of an Event of Default, the Chargors shall deliver (or procure delivery) to the Security Agent of either:-
 - (i) all deeds, certificates and other documents relating to such Land vested in any Property Obligor (which the Security Agent shall be entitled to hold and retain at the expense and risk of the Chargors); or
 - (ii) an undertaking from the Borrower's solicitors (in form and substance acceptable to the Security Agent) to hold all deeds, certificates and other documents of title relating to such Land strictly to the order of the Security Agent,

to the extent not already delivered under Clause 5.2.1(a).

5.2.2 Shares

The Chargors shall within two Business Days of the execution of this Deed or any Deed of Accession (or, if later, promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares) and upon the acquisition by any Chargor of any interest in any Shares deliver (or procure delivery) to the Security Agent of:

- (a) all stock and share certificates and other documents of or evidencing title to the Shares;
- (b) signed and undated transfers (or other instruments of transfer) in respect of the Shares, completed in blank on behalf of the applicable Chargor and, if the Security Agent so requires, pre-stamped; and
- (c) any other documents which the Security Agent may from time to time require (acting reasonably) for perfecting its title, or the title of any purchaser, in respect of the Shares,

all of which the Security Agent is entitled to hold at the expense and risk of the Chargors.

5.2.3 **Securities**

As soon as any Securities are registered in, or transferred into the name of, a Chargor, or held by or in the name of the Security Agent or a nominee (and in any event as soon as the Security Agent so requests), such Chargor shall deposit with the Security Agent, in respect of or in connection with those Securities:

- (a) all stock and share certificates and other documents of or evidencing title to the Securities;
- (b) signed and undated transfers (or other instruments of transfer) in respect of the Securities, completed in blank on behalf of the applicable Chargor and, if the Security Agent so requires, pre-stamped; and
- (c) any other documents which the Security Agent may from time to time require (acting reasonably) for perfecting its title, or the title of any purchaser, in respect of the Securities,

all of which the Security Agent is entitled to hold at the expense and risk of the Chargors.

5.3 **Application to the Land Registry**

Each Property Obligor and the Security Agent shall apply to the Land Registry for the following to be entered on the registered title to any Land described in Schedule 2 (*Details of Land*) and, where agreed between the relevant Property Obligor and the Security Agent, any Land now or in the future owned by that Property Obligor:-

5.3.1 a restriction in the following terms:-

"No disposition of the registered estate by the proprietor of the registered estate [or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction,] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [*insert date*] in favour of [*insert name of Security Agent*] referred to in the charges register (Form P)"

5.3.2 a notice that:-

"[details of the lenders] are under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents and the security created by the charge dated [insert date] in favour of [insert name of Security Agent] (as trustee for the Finance Parties referred to in that charge) has been created for the purpose of securing such further advances."

6. COVENANTS

6.1 Further assurance

Each Chargor shall, from time to time and at its own expense, promptly do whatever the Security Agent requires to:-

- 6.1.1 give effect to the requirements of this Deed;
- 6.1.2 perfect, preserve or protect the Security created or expressed to be created by this Deed, or its priority; or
- 6.1.3 once the Security created by this Deed has become enforceable, facilitate the realisation of the Secured Assets or the exercise of any rights vested in the Security Agent or any Receiver by this Deed or by law,

including executing any transfer, conveyance, charge, assignment or assurance of or in respect of the Secured Assets (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction. The obligations of the Chargors under this Clause 6.1 are in addition to the covenants for further assurance deemed to be included by virtue of the Law of Property (Miscellaneous Provisions) Act 1994.

6.2 Negative pledge

Each Chargor undertakes that it shall not create or permit to subsist any Security over any Secured Assets, nor do anything else prohibited by clause 22.3 (*Negative pledge*) of the Facility Agreement, except as expressly permitted under the terms of the Finance Documents.

6.3 Disposals

Each Chargor undertakes that it shall not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Secured Assets except as permitted under the terms of the Finance Documents.

7. SHARES AND SECURITIES

7.1 Shares: before an Event of Default

Prior to the occurrence of an Event of Default that is continuing, the Chargors shall:-

- 7.1.1 pay all dividends, interest and other moneys arising from the Shares into an Account;
- 7.1.2 exercise all voting rights in relation to the Shares for any purpose not inconsistent with the terms of the Finance Documents;
- 7.1.3 promptly 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 in any articles of association or other constitutional documents relating to any Shares; and

- 7.1.4 comply with all other conditions and obligations assumed by it in respect of any of the Shares where failure to do would have a Material Adverse Effect.

7.2 Shares: after an Event of Default

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

- 7.2.1 exercise (or refrain from exercising) any voting rights in respect of the Shares;
- 7.2.2 apply all dividends, interest and other moneys arising from the Shares in accordance with Clause 17 (*Application of Moneys*);
- 7.2.3 transfer the Shares into its name or the name of its nominee(s); and
- 7.2.4 exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares, including the right, in relation to any company whose shares or other securities are included in the Secured Assets, to concur or participate in:-
- (a) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence of such reconstruction, amalgamation, sale or other disposal);
 - (b) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and
 - (c) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

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

7.3 Securities and Shares: payment of calls

The Chargors shall pay when due all calls or other payments which may be or become due in respect of any of the Securities and Shares which are not fully paid (unless reasonably contested), and in any case of default by any Chargor in such payment, the Security Agent may, if it thinks fit, make such payment on behalf of such Chargor in which case any sums paid by the Security Agent shall within 5 Business Days be reimbursed by the Chargor to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed at the rate notified to the Chargor by the Security Agent.

7.4 Securities: exercise of rights

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

8. INTELLECTUAL PROPERTY

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

9. MONETARY CLAIMS

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

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

9.3 If and to the extent that the Security Agent so specifies, at any time after the Security created under this Deed has become enforceable, each Property Obligor shall pay the proceeds of payment or realisation of its assets comprising temporary and other investments, book and other debts, royalties, fees and income of like nature or other moneys received by that Property Obligor as the Security Agent may require into such Account(s) as the Security Agent may from time to time specify and pending such payment shall hold all such receipts on trust for the Security Agent.

10. CHARGED HEDGING AGREEMENTS

10.1 The Borrower shall:-

10.1.1 deliver to the Security Agent, promptly following execution of the same, copies of all documents entered into by it relating to the Charged Hedging Agreements;

10.1.2 perform all its obligations under the Charged Hedging Agreements in a diligent and timely manner; and

10.1.3 notify the Security Agent of any breach by any party of or default by any party under a Charged Hedging Agreement and any right arising to terminate or rescind a Charged Hedging Agreement, promptly upon becoming aware of it.

10.2 The Borrower shall not, without the prior written consent of the Security Agent:

10.2.1 amend, supplement, supersede or waive any provision (or agree to do so) of any Charged Hedging Agreement in a manner which is prejudicial to the rights of the Finance Parties; or

10.2.2 exercise any right to rescind, cancel, terminate or release any counterparty from any obligations (or agree to do so) in respect of any Charged Hedging Agreement,

except as permitted by the terms of the Finance Documents.

10.3 Save as expressly restricted pursuant to the terms of the Finance Documents, while no Event of Default is continuing, the relevant Chargor may exercise all its rights in

respect of the Charged Hedging Agreements to which it is a party including receiving and exercising all rights relating to proceeds of that Charged Hedging Agreement.

11. CHARGED SUBORDINATED DOCUMENTS

11.1 Each Chargor shall:-

- 11.1.1 perform all its obligations in respect of the Subordinated Assets in a diligent and timely manner; and
- 11.1.2 notify the Security Agent of any breach of or default under a Subordinated Document by any Obligor and any right that arises entitling an Obligor to terminate or rescind a Subordinated Document, promptly upon becoming aware of the same.

11.2 No Chargor shall, without the prior written consent of the Security Agent:-

- 11.2.1 exercise any right to rescind, cancel, terminate or release any Obligor from any obligations (or agree to do to any of the foregoing) in respect of any Subordinated Assets; or
- 11.2.2 assign, transfer, charge or otherwise deal with or dispose of any Subordinated Assets or any of a Chargor's rights, title, interest and benefits in, to and in respect of any Subordinated Assets,

except as permitted by the terms of the Finance Documents.

- 11.3 Save as expressly restricted pursuant to the terms of the Finance Documents, while no Default is continuing, each Chargor may exercise all its rights in respect of the Subordinated Assets including receiving and exercising all rights relating to proceeds of the Subordinated Assets.

12. ACCOUNTS

12.1 General

12.1.1 Each Chargor shall:

- (a) deliver to the Security Agent:-
 - (i) on the date of this Deed (or the date of any Deed of Accession, if applicable), details of each of its Accounts; and
 - (ii) if any change in such detail (including any renewal or redesignation of any such Account) occurs after the date of this Deed or any new Account is opened as permitted under the terms of the Facility Agreement, details of such change or new Account on the date of such change or opening;
- (b) not, without the prior written consent of the Security Agent, permit or agree to any variation of the rights attaching to, or close, any Blocked Account; and
- (c) open such new Accounts as the Security Agent may require (after the Security created by this Deed has become enforceable).

- 12.1.2 Without prejudice to and in addition to Clauses 6.2 (*Negative pledge*) and 6.3 (*Disposals*):

- (a) the benefit of each Charged Account and each Assigned Account shall not be capable of assignment or charge (in whole or in part) save pursuant to this Deed; and
- (b) each Chargor agrees that it will not assign (whether by sale or mortgage), charge or otherwise seek to deal with or dispose of all or any part of any Charged Account or Assigned Account without the prior written consent of the Security Agent (in its capacity as Security Agent under this Deed).

12.1.3 Upon the Security created by this Deed becoming enforceable, the Security Agent shall be deemed to have designated in writing all Accounts other than the Charged Accounts and the Assigned Accounts as Assigned Accounts (or, in the case of any Accounts maintained with the Security Agent (in any capacity), as Charged Accounts) and at any time thereafter the Security Agent may:

- (a) in relation to such new Assigned Accounts, require the Chargors to, and the Chargors shall promptly on request, serve a notice of assignment in accordance with Clause 5.1 (*Notices of assignment*) on each bank or other financial institution with which any such Account is maintained (and the relevant Chargor shall comply with its obligation under Clause 5.1.4 to obtain an acknowledgement of each such notice of assignment); and
- (b) exercise from time to time, all rights, powers and remedies of the Chargors in relation to any or all of their Accounts, including to demand and receive all and any moneys standing to the credit of such Accounts.

12.2 Charged Accounts

12.2.1 Charged Accounts: before an Event of Default

- (a) The Chargors shall, prior to the occurrence of an Event of Default, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Charged Account (other than any Blocked Account).
- (b) Save as permitted pursuant to the terms of the Finance Documents, the Chargors shall not make any withdrawal from any Blocked Account without the prior written consent of the Security Agent (in its capacity as such).
- (c) If and to the extent necessary to enable, and for the sole purpose of enabling:
 - (i) the Chargors to comply with their obligations to make repayments of the Secured Liabilities arising under the Finance Documents; or
 - (ii) the Agent to apply the proceeds thereof in or towards repayment of the Secured Liabilities in accordance with the terms of the Finance Documents,

the Security Agent shall release from the Security created by this Deed the whole or any part of the sums standing to the credit of any Blocked Account.

(d) The Obligors hereby authorise the Security Agent (in its capacity as the bank with whom each Charged Account is maintained) to endorse any statement in relation to any Charged Account with a statement to the effect that:-

- (i) the benefit of such Charged Account is not capable of assignment or charge without the prior written consent of the Security Agent;
- (ii) the relevant Obligor has agreed not to assign, charge or otherwise deal with any moneys standing to the credit of such Charged Account without the prior written consent of the Security Agent; and
- (iii) the benefit of such Charged Account is subject to a first fixed charge in favour of the Security Agent as trustee for the Finance Parties.

12.2.2 Charged Accounts: after a Default

- (a) The Security Agent shall, upon the occurrence of an Event of Default be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Charged Account in or towards the payment or other satisfaction of all or part of the Secured Liabilities in accordance with Clause 17 (*Application of Moneys*).
- (b) After the occurrence of a Default, the Chargors shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Charged Account except with the prior consent of the Security Agent (in its capacity as such).

12.3 Assigned Accounts

12.3.1 Assigned Accounts: before a Default

- (a) Subject to Clause 12.3.1(b) below, the Chargors shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Blocked Account except with the prior consent of the Security Agent or as expressly permitted pursuant to the terms of the Finance Documents.
- (b) If and to the extent necessary to enable, and for the sole purpose of enabling:
 - (i) the Chargors to comply with their obligations to make repayments of the Secured Liabilities arising under the Finance Documents; or
 - (ii) the Agent to apply the proceeds thereof in or towards repayment of the Secured Liabilities in accordance with the terms of the Finance Documents,

the Security Agent shall provide consent or execute any documentation required to allow for the release from the Security created by this Deed the whole or any part of the sums standing to the credit of any Blocked Account.

12.3.2 Assigned Accounts: after a Default

The Security Agent shall, upon the occurrence of a Default, be entitled without notice to exercise from time to time all rights, powers and remedies held by it as assignee of the Assigned Accounts and to:-

- (a) demand and receive all and any moneys due under or arising out of each Assigned Account;
- (b) exercise all such rights as the Chargors were then entitled to exercise in relation to such Assigned Account or might, but for the terms of this Deed, exercise; and
- (c) apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Liabilities in accordance with Clause 17 (*Application of Moneys*).

13. ASSIGNED CONTRACTS AND ASSIGNED INSURANCES

13.1 Each Property Obligor shall:-

- 13.1.1 deliver to the Security Agent, promptly following execution of the same, such documents relating to the Assigned Contracts and the Assigned Insurances as the Security Agent may reasonably require;
- 13.1.2 perform all its material obligations under the Assigned Contracts and Assigned Insurances in a diligent and timely manner; and
- 13.1.3 notify the Security Agent of any breach of or default under an Assigned Contract or Assigned Insurance by it or any other party and any right that arises entitling it or any other party to terminate or rescind an Assigned Contract or Assigned Insurance, promptly upon becoming aware of the same.

13.2 The Property Obligors shall not, without the prior written consent of the Security Agent:

- 13.2.1 amend, supplement, supersede or waive any provision (or agree to do to any of the foregoing) of any Assigned Contract (other than in respect of the Lafarge Option Agreement where the principles of good estate management require otherwise) or Assigned Insurance;
- 13.2.2 exercise any right to rescind, cancel, terminate or release any counterparty from any obligations (or agree to do to any of the foregoing) in respect of any Assigned Contract or Assigned Insurance; or
- 13.2.3 assign, transfer, charge or otherwise deal with or dispose of any Assigned Contract or Assigned Insurance or any of the Property Obligors' rights, title, interest and benefits in, to and in respect of any Assigned Contracts or Assigned Insurances,

except as permitted by the terms of the Finance Documents.

13.3 Save as expressly restricted pursuant to the terms of the Finance Documents, while no Event of Default is continuing, the relevant Property Obligor may exercise all its rights in respect of the Assigned Contracts to which it is a party including receiving and exercising all rights relating to proceeds of those Assigned Contracts.

13.4 While no Event of Default is continuing, the relevant Property Obligor may exercise all its rights in respect of the Assigned Insurances to which it is a party including receiving

and exercising all rights relating to proceeds of those Assigned Insurances to the extent permitted pursuant to the terms of the Finance Documents.

14. PROTECTION OF SECURED ASSETS

14.1 Insurance

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

14.1.1 keep the Secured Assets insured in accordance with the terms of the Finance Documents; and

14.1.2 ensure that all moneys received in respect of any Insurances in respect of the Secured Assets are applied in accordance with the terms of the Facility Agreement.

14.2 Application of Insurance Proceeds

All moneys received under any insurance relating to the Secured Assets shall be applied in accordance with the terms of the Finance Documents.

15. DEMAND AND ENFORCEMENT

15.1 Enforcement

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

15.1.1 the occurrence of an Event of Default which is continuing; or

15.1.2 any request being made by a Chargor to the Security Agent for the appointment of a Receiver or an administrator, or for the Security Agent to exercise any other power or right available to it.

15.2 Powers on enforcement

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

15.2.1 exercise the power of sale under section 101 of the LPA together with all other powers and rights conferred on mortgagees by the LPA, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the LPA;

15.2.2 exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Secured Assets, without the restrictions imposed by sections 99 and 100 of the LPA;

15.2.3 to the extent that any Secured Asset constitutes "Financial Collateral" and this Deed constitutes a "security financial collateral arrangement" each as defined in the Regulations, appropriate all or any part of the Secured Assets in or towards satisfaction of the Secured Liability (including transferring the title in and to it to the Security Agent insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18), the value of the property so appropriated being the amount standing to the credit of the relevant Account (where the property is the benefit of an Account) or, in any other case, such amount as the Security Agent shall determine in a commercially reasonable manner;

15.2.4 subject to Clause 16.1 (*Method of appointment or removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Secured Assets; and

15.2.5 appoint an administrator of any Chargor.

15.3 **Disposal of the Secured Assets**

In exercising the powers referred to in Clause 15.2 (*Powers on enforcement*), the Security Agent or any Receiver may sell or dispose of all or any of the Secured Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

15.4 **Same rights as Receiver**

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

15.5 **Delegation**

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

16. **RECEIVERS**

16.1 **Method of appointment or removal**

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

16.2 **Removal**

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

16.3 Powers

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

- 16.3.1 of the Security Agent under this Deed;
- 16.3.2 conferred by the LPA on mortgagees in possession and on receivers appointed under the LPA (in each case as extended by this Deed);
- 16.3.3 in relation to, and to the extent applicable to, the Secured Assets or any of them, of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an administrative receiver;
- 16.3.4 in relation to any Secured Assets, which he would have if he were its only beneficial owner; and
- 16.3.5 to do all things incidental or conducive to any functions, powers, authorities or discretions conferred or vested in the Receiver.

16.4 Receiver as agent

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

16.5 Joint or several

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

16.6 Receiver's remuneration

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

17. APPLICATION OF MONEYS

17.1 Application of moneys

All sums received by virtue of this Deed and/or any other Security Documents by the Security Agent or any Receiver shall, subject to the payment of any claim having priority to this Deed, be paid or applied in the following order of priority:-

- 17.1.1 **first**, in or towards satisfaction pro rata of, or the provision pro rata for, all costs, charges and expenses incurred and payments made by the Security Agent as agent for the Finance Parties and/or as trustee in relation to the Security Documents, or by any Receiver (including legal expenses), together with interest at the Default Rate (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full;
- 17.1.2 **secondly**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Security Agent or any Receiver;

17.1.3 **thirdly**, in or towards payment of the Secured Liabilities in accordance with the Facility Agreement;

17.1.4 **fourthly**, in the payment of the surplus (if any), to the Chargor concerned or any other person entitled to it,

and section 109(8) of the LPA shall not apply to this Deed.

18. POWER OF ATTORNEY

18.1 Appointment

Each Chargor irrevocably and by way of security appoints:-

18.1.1 the Security Agent (whether or not a Receiver has been appointed);

18.1.2 any delegate or sub delegate of, or other person nominated in writing by, an officer of the Security Agent; and

18.1.3 (as a separate appointment) each Receiver,

severally as such Chargor's attorney and attorneys with power (following the occurrence of an Event of Default which is continuing) to do any act, and execute and deliver any deed or other document, on behalf of and in the name of such Chargor, which such Chargor could be required to do or execute under any provision of this Deed, or which the Security Agent in its sole opinion may consider necessary or desirable for perfecting its title to any of the Secured Assets or enabling the Security Agent or the Receiver to exercise any of its rights or powers under this Deed.

18.2 Ratification

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed pursuant to Clause 18.1 (*Appointment*) does or purports to do in the exercise or purported exercise of all or any of the powers, acts or other matters referred to in Clause 18.1 (*Appointment*).

19. CONSOLIDATION

19.1 Combination of accounts

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

19.2 Application

The Security Agent's and each Finance Party's rights under Clause 19.1 (*Combination of accounts*) apply:-

19.2.1 whether or not any demand has been made under this Deed, or any liability concerned has fallen due for payment;

19.2.2 whether or not any credit balance is immediately available or subject to any restriction;

19.2.3 irrespective of the currencies in which any balance or liability is denominated, and the Security Agent and the relevant Finance Party may for the purpose of exercising its right elect to convert any sum or liability in one currency into any other at its spot rate applying at or about 11.00am on the date of conversion; and

19.2.4 in respect of any Secured Liabilities owed by the relevant Chargor, whether owed solely or jointly, certainly or contingently, presently or in the future, as principal or surety, and howsoever arising.

20. PROTECTION OF THIRD PARTIES

20.1 Statutory powers

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

20.2 Purchasers

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

20.2.1 to enquire whether any of the powers which the Security Agent or a Receiver have exercised has arisen or become exercisable;

20.2.2 to enquire whether the Secured Liabilities remain outstanding or whether any event has happened to authorise the Receiver to act;

20.2.3 as to the propriety or validity of the exercise of those powers; or

20.2.4 with the application of any moneys paid to the Security Agent, any Receiver or to any other person,

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

20.3 Receipts

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

21. PROTECTION OF THE SECURITY AGENT, THE FINANCE PARTIES AND ANY RECEIVER

21.1 No liability

None of the Security Agent, the other Finance Parties, any Receiver or any of their respective officers, employees or delegates shall be liable in respect of any cost, liability, expense, loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective rights under this Deed provided that such actions, costs, expenses, loss or damage did not arise as a consequence of the gross negligence or wilful default of any such person.

21.2 Not mortgagee in possession

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

21.2.1 to account as mortgagee in possession;

21.2.2 for any loss on realisation; or

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

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

21.3 Liability of Chargors related to Secured Assets

Notwithstanding anything contained in this Deed or implied to the contrary, each Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Secured Assets. None of the Finance Parties, the Security Agent or any Receiver is under any obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

21.4 Continuing protection

The provisions of this Clause 21 (*Protection of the Security Agent, the Finance Parties and any Receiver*) shall continue in full force and effect notwithstanding any release or discharge of this Deed or the discharge of any Receiver from office.

22. PROVISIONS RELATING TO THE SECURITY AGENT

22.1 Powers and discretions

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

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

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

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

22.2 Certificates

A certificate by an officer of the Security Agent:-

22.2.1 as to any amount for the time being due to the Finance Parties or any of them; or

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

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

22.3 Trusts

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

23. PRESERVATION OF SECURITY

23.1 Continuing Security

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

23.2 Additional Security

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

23.3 Waiver of Defences

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

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

23.4 Immediate recourse

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

23.5 Appropriations

During the Security Period the Security Agent and each Finance Party may:-

- 23.5.1 refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 17.1 (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the relevant Chargor shall not be entitled to the same; and
- 23.5.2 hold in an interest-bearing suspense account any moneys received from the relevant Chargor on or account of the Secured Liabilities.

23.6 New accounts

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

23.7 Tacking

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

23.8 Deferral of Chargor's rights

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

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

24. RELEASE

24.1 Release

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities and the termination of all facilities which might give rise to Secured Liabilities, the Security Agent shall, or shall procure that its appointees will, promptly following the request and cost of the Chargors:-

- 24.1.1 release the Secured Assets from this Deed;
- 24.1.2 re-assign the Secured Assets that has been assigned to the Security Agent under this Deed;
- 24.1.3 return all deeds and documents of title delivered to the Security Agent under the Finance Documents; and
- 24.1.4 execute and deliver such further documents as the Chargors may require in order to give effect to this Clause 24 (including without limitation, any filings required to be made in order to remove the restriction referred to at Clause 5.3 (*Application to the Land Registry*) of this Deed).

24.2 Reinstatement

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

- 24.2.1 that amount shall not be considered to have been paid for the purposes of determining whether the Secured Liabilities have been irrevocably and unconditionally paid and discharged; and
- 24.2.2 the liability of the relevant Chargor and the Security created by this Deed shall continue as if that amount had not been paid or credited.

24.3 Consolidation

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

25. MISCELLANEOUS PROVISIONS

25.1 Severability

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

- 25.1.1 the validity or enforceability of any other provision, in any jurisdiction; or
- 25.1.2 the validity or enforceability of that particular provision, in any other jurisdiction.

25.2 Joint and separate liability

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

25.3 Counterparts

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

25.4 Deeds of Accession

25.4.1 The Borrower and each of the Chargors shall procure that each company which is required by the Finance Documents to accede to this Deed shall, within the timeframe allotted by the Finance Documents, execute and deliver a Deed of Accession.

25.4.2 Each of the Parties agrees that:

- (a) each Deed of Accession shall be supplemental to this Deed and be binding on and enure to the benefit of all the parties to this Deed;
- (b) the execution of any Deed of Accession will not prejudice or affect the Security granted by each other Chargor under (and the covenants given by each of them in) this Deed or any previous Deed of Accession and that this Deed shall remain in full force and effect as supplemented by any such Deed of Accession; and
- (c) the property and assets mortgaged, charged or assigned to the Security Agent (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to any Deed of Accession shall form part of the Secured Assets and references in this Deed to the Security created by or pursuant to the Deed will be deemed to include the Security created by or pursuant to any Deed of Accession.

25.4.3 Delivery of a Deed of Accession constitutes confirmation by the New Chargor (as such term is defined in the relevant Deed of Accession) that the Repeating Representations are true and correct to the extent applicable to it as at the date of delivery as if made by reference to the facts and circumstances then existing.

26. NOTICES

26.1 Communications in Writing

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

26.2 Addresses

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

26.2.1 in the case of each Chargor, that identified with its name (in the execution pages) below;

26.2.2 in the case of the Security Agent, that identified with its name (in the execution pages) below,

or any substitute address, fax number, or department or officer as the Party may notify to the Agent pursuant to clause 33 (*Notices*) of the Facility Agreement (or the Agent may notify to the other Parties, if a change is made by the Agent) by not less than five Business Days' notice.

26.3 Delivery

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

- (a) if by way of fax, when received in legible form; or
- (b) if by way of letter, when it has been left at the relevant address or five (5) Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 26.2 (*Addresses*) of this Deed, if addressed to that department or officer.

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

26.4 English language

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

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

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

27. GOVERNING LAW

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

28. ENFORCEMENT

28.1 Jurisdiction of English Courts

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

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

28.1.3 This Clause 28.1 is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in Luxembourg, Scotland, Jersey, the British Virgin Islands, Bermuda or any other jurisdiction in which a Transaction Obligor is incorporated. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

28.2 Service of Process

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

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

28.2.2 agrees that failure by a process agent to notify the relevant Chargor of the process will not invalidate the proceedings concerned; and

28.2.3 if any person appointed as process agent is unable for any reason to act as agent for service of process, the Borrower (on behalf of all the Chargors) must immediately (and in the event within five (5) days of such event taking place) appoint another agent on terms acceptable to the Security Agent. Failing this, the Security Agent may appoint another agent for this purpose,

and each Chargor expressly agrees and consents to the provisions of this Clause 28 (*Enforcement*) and Clause 27 (*Governing Law*).

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

Schedule 1

THE CHARGORS

Company name	No	Address for service and fax number
LIH Financing Limited	10187550 – England and Wales	140 London Wall London EC2Y 5DN Fax: +44 (0)207 796 5300 FAO: Treasury Team
BR Empire S.à.r.l., a private limited liability company (<i>société à responsabilité limitée</i>) incorporated under the laws of Luxembourg having a share capital of GBP 12,500 and its registered office at 5, avenue Gaston Diderich, L-1420 Luxembourg, Grand Duchy of Luxembourg	B149757 – RCS – Luxembourg	c/o LIH Financing Limited 140 London Wall London EC2Y 5DN Fax: 0207 796 5300 FAO: Treasury Team
Lands Improvement Holdings Shrewsbury S.à.r.l., a private limited liability company (<i>société à responsabilité limitée</i>) incorporated under the laws of Luxembourg having a share capital of GBP 12,500 and its registered office at 5, avenue Gaston Diderich, L-1420 Luxembourg, Grand Duchy of Luxembourg	B187787 –RCS – Luxembourg	c/o LIH Financing Limited 140 London Wall London EC2Y 5DN Fax: 0207 796 5300 FAO: Treasury Team
Lands Improvement Holdings Luxembourg S.à.r.l., a private limited liability company (<i>société à responsabilité limitée</i>) incorporated under the laws of Luxembourg having a share capital of GBP 12,500 and its registered office at 5, avenue Gaston Diderich, L-1420 Luxembourg, Grand Duchy of Luxembourg	B156061 – RCS Luxembourg	c/o LIH Financing Limited 140 London Wall London EC2Y 5DN Fax: 0207 796 5300 FAO: Treasury Team
Lands Improvement Holdings South Cambridge S.à.r.l., a private limited liability company (<i>société à responsabilité limitée</i>) incorporated under the laws of Luxembourg having a share capital of GBP 12,500 and its registered office at 5, avenue Gaston Diderich, L-1420 Luxembourg, Grand Duchy of Luxembourg	B178923 – RCS Luxembourg	c/o LIH Financing Limited 140 London Wall London EC2Y 5DN Fax: 0207 796 5300 FAO: Treasury Team

Company name	No	Address for service and fax number
Lands Improvement Holdings Peterborough S.à.r.l., a private limited liability company (<i>société à responsabilité limitée</i>) incorporated under the laws of Luxembourg having a share capital of GBP 12,500 and its registered office at 5, avenue Gaston Diderich, L-1420 Luxembourg, Grand Duchy of Luxembourg	B178898 – RCS Luxembourg	c/o LIH Financing Limited 140 London Wall London EC2Y 5DN Fax: 0207 796 5300 FAO: Treasury Team
Lands Improvement Holdings Empire S.à.r.l., a private limited liability company (<i>société à responsabilité limitée</i>) incorporated under the laws of Luxembourg having a share capital of GBP 24,959,199 and its registered office at 5, avenue Gaston Diderich, L-1420 Luxembourg, Grand Duchy of Luxembourg	B172657 – RCS Luxembourg	c/o LIH Financing Limited 140 London Wall London EC2Y 5DN Fax: 0207 796 5300 FAO: Treasury Team
Lands Improvement Holdings Landmatch S.à.r.l., a private limited liability company (<i>société à responsabilité limitée</i>) incorporated under the laws of Luxembourg having a share capital of GBP 12,500 and its registered office at 5, avenue Gaston Diderich, L-1420 Luxembourg, Grand Duchy of Luxembourg	B168508 – RCS Luxembourg	c/o LIH Financing Limited 140 London Wall London EC2Y 5DN Fax: 0207 796 5300 FAO: Treasury Team
Lands Improvement Holdings Poole S.à.r.l., a private limited liability company (<i>société à responsabilité limitée</i>) incorporated under the laws of Luxembourg having a share capital of GBP 12,500 and its registered office at 5, avenue Gaston Diderich, L-1420 Luxembourg, Grand Duchy of Luxembourg	B168515 – RCS Luxembourg	c/o LIH Financing Limited 140 London Wall London EC2Y 5DN Fax: 0207 796 5300 FAO: Treasury Team
Lands Improvement Holdings Houghton Regis S.à.r.l., a private limited liability company (<i>société à responsabilité limitée</i>) incorporated under the laws of Luxembourg having a share capital of GBP 12,500 and its registered office at 5, avenue	B168319 – RCS Luxembourg	c/o LIH Financing Limited 140 London Wall London EC2Y 5DN Fax: 0207 796 5300 FAO: Treasury Team

Company name	No	Address for service and fax number
Gaston Diderich, L-1420 Luxembourg, Grand Duchy of Luxembourg		
Lands Improvement Holdings Colchester S.à.r.l., a private limited liability company (<i>société à responsabilité limitée</i>) incorporated under the laws of Luxembourg having a share capital of GBP 12,500 and its registered office at 5, avenue Gaston Diderich, L-1420 Luxembourg, Grand Duchy of Luxembourg	B 162474 – RCS Luxembourg	c/o LIH Financing Limited 140 London Wall London EC2Y 5DN Fax: 0207 796 5300 FAO: Treasury Team
Hubert C Leach (High Leigh) Ltd	9218231 – England and Wales	140 London Wall London EC2Y 5DN Fax: +44 (0)207 796 5300 FAO: Treasury Team
LIH Colchester Limited	7267343 – England and Wales	140 London Wall London EC2Y 5DN Fax: +44 (0)207 796 5300 FAO: Treasury Team
Lands Improvement Holdings Limited	1257600 – England and Wales	140 London Wall London EC2Y 5DN Fax: +44 (0)207 796 5300 FAO: Treasury Team
Empire LIH Limited	7089729 – England and Wales	140 London Wall London EC2Y 5DN Fax: +44 (0)207 796 5300 FAO: Treasury Team
British Field Products Limited	0464095 – England and Wales	140 London Wall London EC2Y 5DN Fax: +44 (0)207 796 5300 FAO: Treasury Team
Feltwell Fen Farms Limited	0370762 – England and Wales	140 London Wall London EC2Y 5DN Fax: +44 (0)207 796 5300 FAO: Treasury Team
A.L.I.H. (Properties) Limited	1343356 – England and Wales	140 London Wall London EC2Y 5DN Fax: +44 (0)207 796 5300 FAO: Treasury Team
Landmatch Limited	2197474 – England and Wales	140 London Wall London EC2Y 5DN Fax: +44 (0)207 796 5300 FAO: Treasury Team

Company name	No	Address for service and fax number
Landmatch (L.E.A.) Limited	2598218 – England and Wales	140 London Wall London EC2Y 5DN Fax: +44 (0)207 796 5300 FAO: Treasury Team
A.L.I.H.(Farms) Limited	1161464 – England and Wales	140 London Wall London EC2Y 5DN Fax: +44 (0)207 796 5300 FAO: Treasury Team

Schedule 2

DETAILS OF LAND

REGISTERED LAND

Chargor	Address of Property
Lands Improvement Holdings Landmatch S.à.r.l	Land at Haddenham Aerodrome, Haddenham (Title number: BM233773) Land on the north west side of Dollicott, Haddenham (Title number: BM114573)
Lands Improvement Holdings Landmatch S.à.r.l	Land at High Leigh Hoddesdon (Title number: HD399112)
Lands Improvement Holdings Landmatch S.à.r.l	Land and buildings on the North side and lying to the North and North East of Gateford Road, Gateford Park, Worksop and a strip of land 0.3048 metre (one foot) in width (Title number: NT312400) Land on the south side of Wellesley Close, Worksop (Title number: NT348892)
Lands Improvement Holdings Landmatch S.à.r.l	Land on the south side of Apedale Road, Chesterton (Title number: SF376411)
Lands Improvement Holdings Landmatch S.à.r.l	Land lying to the west of Ash Bank Road Ripon (Title number: NYK252730) Land lying on the south side of Doublegates Avenue, Ripon (Title number: NYK328390 – not subject to "Lafarge" overage) Land and building known as 1 Ash Bank Avenue, Ripon (Title number: NYK331762 – not subject to "Lafarge" overage)
Landmatch Limited	Land lying to the east of Gower Street,

	Donnington, Telford (Title number: SL91735)
Hubert C Leach (High Leigh) Ltd	The land known as Lyndale, Hertford Road, Hoddesdon – for your information, this is the High Leigh Bungalow that is described in the Facility Agreement as "Hoddesdon Property" (Title number: HD144821)

UNREGISTERED LAND

None at the date of this Deed.

Schedule 3

DETAILS OF SHARES

Name of Company	Description and Number of Shares	Name of Shareholder
LIH Financing Limited	10,000 ordinary shares with nominal value of £0.01	BR Empire S.à.r.l
Hubert C Leach (High Leigh) Ltd	80 ordinary shares with nominal value of £1.00	Lands Improvement Holdings Landmatch S.à.r.l
LIH Colchester Limited	8,000 ordinary A shares with nominal value of £1.00 2,000 ordinary B shares with nominal value of £1.00	Lands Improvement Holdings Colchester S.à.r.l
Lands Improvement Holdings Limited	542,800 ordinary shares with nominal value of £1.00	Empire LIH Limited
Empire LIH Limited	5,065,216 ordinary shares with nominal value of £1.00	Lands Improvement Holdings Empire S.à.r.l
British Field Products Limited	446,787 ordinary shares with nominal value of £1.00	Land Improvement Holdings Limited
Feltwell Fen Farms Limited	10,000 ordinary shares with nominal value of £1.00	British Field Products Limited Land Improvement Holdings Limited
A.L.I.H. (Properties) Limited	100 ordinary shares with nominal value of £1.00	Land Improvement Holdings Limited
Landmatch Limited	1 ordinary share with nominal value of £1.00	Land Improvement Holdings Limited
Landmatch (L.E.A.) Limited	1,000 ordinary shares with nominal value of £1.00	Landmatch Limited Land Improvement Holdings Limited
A.L.I.H.(Farms) Limited	1 ordinary share with nominal value of £1.00	Land Improvement Holdings Limited

Schedule 4

DETAILS OF ASSIGNED INSURANCES

Insurance policy provided by Aviva Insurance Limited with policy number 24142156CHC.

Schedule 5
DETAILS OF ASSIGNED ACCOUNTS

None at the date of this Deed.

Schedule 6

DETAILS OF EXCLUDED ASSETS

Name of Company	Excluded Assets
<p>Lands Improvement Holdings Houghton Regis S.à r.l, Landmatch Limited and Lands Improvement Holdings Limited</p>	<p>The freehold land on the east side of Bedford Road, Houghton Regis, Dunstable and registered at the Land Registry with title number BD119632; and</p> <p>The freehold land on the east side of Bedford Road, Houghton Regis, Dunstable and registered at the Land Registry with title number BD79448; and all or any interest in the following:</p> <ul style="list-style-type: none"> a) the part of the freehold land associated with Grove Farm, Bedford Road, Houghton Regis, Dunstable (LU5 6JJ) and registered at the Land Registry with title number BD172915; b) the freehold land known as Calcutt Farm, Bedford Road, Houghton Regis, Dunstable (LU5 6JJ) and registered at the Land Registry with title number BD79326; c) the freehold land adjoining Red Cow Farm, Bedford Road, Bidwell, Dunstable (LU5 6JP) and registered at the Land Registry with title number BD273919; d) the part of freehold land on the north west side of Sundon Road, Chalton registered at the Land Registry with title number BD235583; e) the freehold land known as Chalton Cross Farm, Houghton Road, Chalton, Luton LU4 9TX and registered at the Land Registry with title number BD72597; f) the freehold land being land lying to the east of Conquest Road, Houghton Regis and registered at the Land Registry with title number BD228382; and g) the freehold land being land on the north west side of Sundon Road, Houghton Regis and registered at the Land Registry with title number BD237471.
<p>Lands Improvement Holdings Shrewsbury S.à r.l</p>	<p>Land on the south side of Oteley Road, Shrewsbury (Title number: SL231285)</p>

	<p>The Freehold mines beds and quarries of coal ironstone and other minerals under the land shown edged with red on the plan of the above title filed at the Registry and being Land at Oteley Road, Shrewsbury, together with all appurtenant rights of working the same</p> <p>(Title number: SL231316)</p>
Lands Improvement Holdings Colchester S.à r.l	<p>Land being 505 Ipswich Road, Colchester CO4 9HE (note: between the points lettered C, D and E on the title plan only a 0.3m strip is included in the title)</p> <p>(Title number: EX643817)</p>
Landmatch Limited	<p>Land on the west side of Norton Lane, Whitchurch, Bristol</p> <p>(Title number: ST265581)</p>
Lands Improvement Holdings South Cambridge S.à r.l	<p>The freehold land lying to the south west side of Cambridge Road, Great Shelford</p> <p>(Title numbers: CB333884, CB376406, CB333885 and CB360016)</p>
Lands Improvement Holdings Peterborough S.à r.l	<p>All that piece or parcel of freehold land known as Zone B situated at Thorpe Road, Peterborough PE3 6DA</p> <p>(Title number: CB384748)</p> <p>The freehold land and buildings on the north side of Thorpe Road Peterborough</p> <p>(Title number CB307506)</p>
Lands Improvement Holdings Poole S.à r.l and Lands Improvement Holdings Limited	<p>All and any land relating to the site known as Poole located at Poole Harbour, Poole, Dorset including without limitation the land comprised within the following title numbers;</p> <p>DT317111; DT233455; DT301633; DT63233; DT308619; DT316337; DT320511; and DT275362,</p> <p>together with unregistered leasehold land known as foreshore an bed of the sea at Hamworthy, Poole Harbour, Poole.</p>
Lands Improvement Holdings Limited	<p>All and any land located at Arbury Park off Kings Hedges Road Cambridgeshire including without limitation the land comprised within the following title numbers: CB189083 and CB160950.</p>
Lands Improvement Holdings Limited	<p>The freehold land at Crabhill, Wantage.</p> <p>(Title numbers: ON303825, ON303826, ON303842,</p>

	ON303850, ON316124, ON316123)
Lands Improvement Holdings Landmatch S.à r.l	The area of ground extending to 140.45 square metres or thereby, more particularly described in and excluded from the relevant Standard Security relating to part of the land at Western Road and Irvine Road, Kilmarnock, registered under Title Number AYR11989.

Schedule 7

DEED OF ACCESSION

THIS DEED is made on []

BETWEEN:-

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

INTRODUCTION

- (A) The New Chargor is, or will on the date of this Deed become, a [wholly-owned] Subsidiary of the Borrower.
- (B) This Deed is supplemental to a deed dated [] (as supplemented and amended from time to time, the "**Debenture**") between, among others, the Borrower, each of the companies named in the Debenture as Chargors, and [] Bank [PLC] [Plc] [plc] as agent and trustee for the Finance Parties.
- (C) The New Chargor at the request of the Borrower and in consideration of the Finance Parties making or continuing to make facilities available to the Borrower or any other member of its group has agreed to enter into this Deed and become a Chargor under the Debenture.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

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

2. ACCESSION

The New Chargor agrees to become a party to and to be bound by the terms of the Debenture 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 it as a Chargor.

3. SECURITY

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

- 3.1 [the Land charged by way of legal mortgage shall be the Land referred to in Schedule 1 (*Land*);]
- 3.2 [the Shares mortgaged or (if or to the extent that the mortgage does not take effect as a mortgage) charged shall include the Shares referred to in Schedule 2 (*Shares*);]

- 3.3 [the Assigned Insurances assigned shall include the Assigned Insurances referred to in Schedule 3 (*Assigned Insurances*);]
- 3.4 [the Assigned Contracts assigned shall include the Assigned Contracts referred to in Schedule 4 (*Assigned Contracts*);]
- 3.5 [the Assigned Accounts assigned shall include the Assigned Accounts referred to in Schedule 5 (*Assigned Accounts*);]
- 3.6 the Charged Accounts charged by way of fixed charge shall include those referred to in Schedule 6 (*Charged Accounts*);] [and]
- 3.7 the Charged Hedging Agreements charged by way of fixed charge shall include those referred to in Schedule 7 (*Charged Hedging Agreements*);].

4. CONSENT OF EXISTING CHARGORS

The Borrower by its execution of this Deed confirms the consent of the existing Chargors to the terms of this Deed and their agreement that this Deed will in no way prejudice or affect their obligations under, or the covenants they have given, or the Security created by, the Debenture.

5. EFFECT ON DEBENTURE

- 5.1 The Debenture and this Deed shall be read and construed as one document so that references in the Debenture to "this Deed", "herein", and similar phrases will be deemed to include this Deed.
- 5.2 For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of the New Chargor mortgaged, charged or assigned to the Security Agent (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Secured Assets and references in the Debenture to the Security created by or pursuant to the Debenture will be deemed to include the Security created by or pursuant to this Deed.

6. GOVERNING LAW

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

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

[SCHEDULE 1

LAND]

[SCHEDULE 2

SHARES]

[SCHEDULE 3

ASSIGNED INSURANCES]

[SCHEDULE 4

ASSIGNED CONTRACTS]

[SCHEDULE 5

ASSIGNED ACCOUNTS]

[SCHEDULE 6

BLOCKED ACCOUNTS]

[SCHEDULE 7

CHARGED HEDGING AGREEMENTS]

SIGNATURE PAGES TO DEED OF ACCESSION

The New Chargor

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

Director

Director/Secretary

Address: []

Facsimile number []

OR

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

Signature of witness: Director

Name of witness:

Address:

Occupation:

Address: []

Facsimile number []

The Borrower

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

)
)
)
)

Director

Director/Secretary

The Security Agent

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

)
)

Schedule 8

FORM OF NOTICE OF ASSIGNMENT OF INSURANCE

To be printed on the headed notepaper of the relevant Property Obligor

To: [Insert name and address of relevant insurer]

Date: []

Dear Sirs,

[DESCRIPTION OF RELEVANT INSURANCE POLIC[Y][IES] INCLUDING POLICY NUMBER]
(THE "POLIC[Y][IES]") [refer to an attached schedule if there are a number of policies]

1. We give you notice that we have entered into a debenture dated [] in favour of [SECURITY AGENT] (the "Security Agent") (the "Debenture").
2. We give you notice that, pursuant to the terms of the Debenture, we have assigned (and, to the extent not validly or effectively assigned, we have charged by way of fixed charge) to the Security Agent by way of security all of our rights, title, interest and benefits in to or in respect of the Polic[y][ies] including the benefit of all claims and returns of premiums in respect thereof to which we are or may at any time become entitled.
3. With effect from the date of receipt of this notice, we instruct you to:
 - 3.1 name the Security Agent (in its capacity as Security Agent) as loss payee in respect of [each of] the Polic[y][ies];
 - 3.2 promptly inform the Security Agent, without further approval from us, of any default in the payment of any premium or failure to renew [the][any] Policy;
 - 3.3 advise the Security Agent promptly of any proposed cancellation of [the][any] Policy and in any event at least 30 days before the cancellation is due to take place;
 - 3.4 if the insurance cover under [the][any] Policy is to be reduced or any insured risks are to be restricted, advise the Security Agent at least 30 days before the reduction or restriction is due to take effect; and
 - 3.5 disclose to the Security Agent, without further approval from us, such information regarding the Polic[y][ies] as the Security Agent may from time to time request and to send it copies of all notices issued by you under the Polic[y][ies].
4. Following the Security Agent's notification to you that the security created by the Debenture has become enforceable:-
 - 4.1.1 all payments and claims under or arising from the Polic[y][ies] are to be made to the Security Agent to such account (or to its order) as it may specify in writing from time to time;

- 4.1.2 all remedies provided for in the Polic[y][ies] or available at law or in equity are to be exercisable by the Security Agent; and
- 4.1.3 all rights to compel the performance of the Polic[y][ies] are to be exercisable by the Security Agent.
- 5. With effect from your receipt of this notice all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Polic[y][ies] (including all rights to compel performance) belong to and are exercisable by the Security Agent.
- 6. The authority and instructions contained in this notice cannot be revoked or varied by us without the prior written consent of the Security Agent.
- 7. By countersigning this letter, you confirm that:-
 - 7.1 you have not received notice of any previous assignments or charges of or over any of the rights, title and interests and benefits referred to in this notice;
 - 7.2 no amendment or termination of [the][any] Policy shall be effective unless you have given the Security Agent 30 days written notice of it or, if it is not possible to comply with such notification to the Security Agent in accordance with the provisions of the [relevant] Policy, the notice will be provided to the Security Agent in relation to such termination as soon as possible; and
 - 7.3 you will not, without the Security Agent's prior written consent, exercise any right of set-off or counterclaim in relation to any amounts owed under or in connection with [the][any] Policy.
- 8. This notice, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice and your acknowledgement of the matters and instructions set out above within 5 days of receipt by signing, dating and returning the enclosed copy of this letter directly to the Security Agent at [] marked for the attention of [].

Yours faithfully,

for and on behalf of
[PROPERTY OBLIGOR]

Acknowledged:

.....

For and on behalf of

{Name of insurer}

Schedule 9

FORM OF NOTICE OF ASSIGNMENT OF ASSIGNED ACCOUNTS (NOT BLOCKED ACCOUNTS)

To be printed on the headed notepaper of the relevant Property Obligor

To: [Insert name and address of relevant account bank]

Date: []

Dear Sirs,

1. We give you notice that we have entered into a debenture dated [] in favour of [SECURITY AGENT] (the "Security Agent") (the "Debenture").
2. We refer to the following bank account[s] which we hold with you (and any replacement account or subdivision or subaccount of [that][each] account) (the "Assigned Account[s]");

Account holder	Account name	Account number	Sort code

3. We give you notice that, pursuant to the terms of the Debenture, we have assigned (and, to the extent not validly or effectively assigned, we have charged by way of fixed charge) to the Security Agent by way of security all of our rights, title and interest from time to time in the Assigned Account[s] including, without limitation all money at any time standing to the credit of the Assigned Account[s] (whether in sterling or any other currency and whether in addition to or by way of renewal or replacement for any sums previously deposited or otherwise) together with all interest accruing from time to time in respect of such money.
4. With effect from the date of receipt of this notice:
 - 4.1 any existing payment instructions affecting the Assigned Account[s] are to be terminated and all payments and communications in respect of the Assigned Account[s] should be made to the Security Agent or to its order (with a copy to us);
 - 4.2 all moneys standing to the credit of the Assigned Account[s] are to be held to the order of the Security Agent; and
 - 4.3 all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Assigned Account[s] belong to the Security Agent.

5. We are not permitted to withdraw or otherwise transfer the whole or any part of the money standing to the credit of the Assigned Account[s] without the prior written consent of the Security Agent.
6. By countersigning this letter, you confirm that:-
 - 6.1 no fees or periodic charges are payable in respect of the Assigned Account[s] and there are no restrictions on:
 - 6.1.1 the payment of the credit balance on the Assigned Account[s]; or
 - 6.1.2 the assignment of the Assigned Account[s] to the Security Agent or any third party;
 - 6.2 you have not received notice of any previous assignments of, charges over or trusts in respect of, the Assigned Account[s];
 - 6.3 you will not, without the Security Agent's consent:-
 - 6.3.1 exercise any right of combination, consolidation or set-off which you may have in respect of the Assigned Account[s]; or
 - 6.3.2 amend or vary any rights attaching to the Assigned Account[s];
 - 6.4 you will act only in accordance with the instructions given by persons authorised by the Security Agent;
 - 6.5 you will not permit us to withdraw or otherwise transfer the whole or any part of the money standing to the credit of the Assigned Account[s] without the Security Agent's prior written consent; and
 - 6.6 you shall send all statements and other notices given by you relating to the Assigned Account[s] to the Security Agent.
7. The authority and instructions contained in this notice cannot be revoked or varied by us without the prior written consent of the Security Agent.
8. This notice, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice and your acknowledgement of the matters and instructions set out above within 5 days of receipt by signing, dating and returning the enclosed copy of this letter directly to the Security Agent at [] marked for the attention of [].

Yours faithfully,

for and on behalf of
[PROPERTY OBLIGOR]

Acknowledged:

.....

For and on behalf of

[Name of account bank]

Schedule 10

FORM OF NOTICE OF ASSIGNMENT OF BLOCKED ACCOUNTS

To be printed on the headed notepaper of the relevant Property Obligor

To: [Insert name and address of relevant account bank]

Date: []

Dear Sirs,

1. We give you notice that we have entered into a debenture dated [] in favour of [SECURITY AGENT] (the "Security Agent") (the "Debenture").
2. We refer to the following bank account[s] which we hold with you (and any replacement account or subdivision or subaccount of [that][each] account) (the "Blocked Account[s]"):

Account holder	Account name	Account number	Sort code

3. We give you notice that, pursuant to the terms of the Debenture, we have assigned (and, to the extent not validly or effectively assigned, we have charged by way of fixed charge) to the Security Agent by way of security all of our rights, title and interest from time to time in the Blocked Account[s] including, without limitation all money at any time standing to the credit of the Blocked Account[s] (whether in sterling or any other currency and whether in addition to or by way of renewal or replacement for any sums previously deposited or otherwise) together with all interest accruing from time to time in respect of such money.
4. Following the Security Agent's notification to you that the security created by the Debenture has become enforceable:
 - 4.1 all moneys standing to the credit of the Blocked Account[s] are to be held to the order of the Security Agent; and
 - 4.2 all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Blocked Account[s] belong to the Security Agent.

5. By countersigning this letter, you confirm that:-
- 5.1 no fees or periodic charges are payable in respect of the Blocked Account[s] and there are no restrictions on:
- 5.1.1 the payment of the credit balance on the Blocked Account[s]; or
- 5.1.2 the assignment of the Blocked Account[s] to the Security Agent or any third party;
- 5.2 you have not received notice of any previous assignments of, charges over or trusts in respect of, the Blocked Account[s];
- 5.3 you will not, without the Security Agent's consent:-
- 5.3.1 exercise any right of combination, consolidation or set-off which you may have in respect of the Blocked Account[s]; or
- 5.3.2 amend or vary any rights attaching to the Blocked Account[s];
- 5.4 save as specifically set out in this notice, you will act only in accordance with the instructions given by persons authorised by the Security Agent;
- 5.5 save as specifically set out in this notice, you will not permit us to withdraw or otherwise transfer the whole or any part of the money standing to the credit of the Blocked Account[s] without the Security Agent's prior written consent; and
- 5.6 you shall send all statements and other notices given by you relating to the Blocked Account[s] to the Security Agent.
6. The authority and instructions contained in this notice cannot be revoked or varied by us without the prior written consent of the Security Agent.
7. This notice, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice and your acknowledgement of the matters and instructions set out above within [5] days of receipt by signing, dating and returning the enclosed copy of this letter directly to the Security Agent at [] marked for the attention of [].

Yours faithfully,

for and on behalf of
[PROPERTY OBLIGOR]

Acknowledged:

.....

For and on behalf of

[Name of account bank]

Schedule 11

FORM OF NOTICE OF ASSIGNMENT OF ASSIGNED CONTRACT

To be printed on the headed notepaper of the relevant Property Obligor

To: [Insert name and address of relevant contract counterparty]

Date: []

Dear Sirs,

[DESCRIPTION OF RELEVANT ASSIGNED CONTRACT] (THE "CONTRACT")

1. We give you notice that we have entered into a debenture dated [] in favour of **[SECURITY AGENT]** (the "**Security Agent**") (the "**Debenture**").
2. We give you notice that, pursuant to the terms of the Debenture, we have assigned (and, to the extent not validly or effectively assigned, we have charged by way of fixed charge) to the Security Agent by way of security all of our rights, title and interest from time to time in, and the full benefit of, the Contract and all rights, title and interest in any amounts payable to us under the Contract, including any claims for damages in respect of any breach of the Contract.
3. Following the Security Agent's notification to you that the security created by the Debenture has become enforceable:-
 - 3.1 [all payments to be made to us under or arising from the Contract should be made [to the Security Agent or to its order as it may specify in writing from time to time] [*specify bank account*];
 - 3.2 all remedies provided for in the Contract or available at law or in equity are exercisable by the Security Agent;
 - 3.3 you are authorised and instructed, without further approval from us, to comply with your obligations (including without limitation your payment obligations) under the Contract in accordance with the written instructions of the Security Agent from time to time (and to hold the money for any such payments to the Security Agent's order pending receipt of written instructions from the Security Agent); and
 - 3.4 subject to paragraph 5 below, you shall allow the Security Agent to perform all the obligations assumed by us under the Contract.
4. You shall not be released from your obligations under the Contract without the prior written consent of the Security Agent.
5. We shall remain liable to perform all our obligations under the Contract and the Security Agent shall be under no obligation of any kind whatsoever in respect of the Contract.

6. You must not, without the Security Agent's prior written consent:
 - 6.1 amend, novate, supplement, restate or replace the Contract;
 - 6.2 agree to any waiver or release of any of your obligations under the Contract; or
 - 6.3 exercise any right of set-off or counterclaim in relation to any amounts owed under or in connection with the Contract.
7. With effect from the date of receipt of this notice, we irrevocably and unconditionally instruct and authorise you, without requiring further approval from us, to:
 - 7.1 promptly disclose to the Security Agent such information relating to the Contract as the Security Agent may at any time request including, without limitation, all information, accounts and records in your possession or control that may be necessary or of assistance to enable the Lender to verify the amount of all payments made or payable under the Contract by you or the performance by you of all your obligations under the Contract; and
 - 7.2 provide the Security Agent with copies of all notices given or received under the Contract promptly after they are given or received.
8. The authority and instructions contained in this notice cannot be revoked or varied by us without the prior written consent of the Security Agent.
9. By countersigning this letter, you confirm that:-
 - 9.1 you have not received notice of any previous assignments or charges of or over any of the rights, title and interests and benefits referred to in this notice;
 - 9.2 no amendment, waiver or release of any of rights, interests and benefits referred to in this notice shall be effective without the prior written consent of the Security Agent;
 - 9.3 no termination of any rights, interests or benefits referred to in this notice shall be effective unless we have given the Security Agent thirty days written notice of the proposed termination (or if notice is not possible within that period, as soon as possible), specifying the action necessary to avoid such termination;
 - 9.4 no breach or default on the part of the *[insert name of relevant Chargors]* of any of the terms of the Contract shall be deemed to have occurred unless you have given notice of such breach to the Security Agent specifying how to make good such breach; and
 - 9.5 you will not, without the Security Agent's prior written consent, exercise any right of set-off or counterclaim in relation to any amounts owed under or in connection with the Contract.
10. This notice, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice and your acknowledgement of the matters and instructions set out above within 5 days of receipt by signing, dating and returning the enclosed copy of this letter directly to the Security Agent at [] marked for the attention of [].

Yours faithfully,

for and on behalf of
[PROPERTY OBLIGOR]

Acknowledged:

.....

For and on behalf of

[*Name of insurer*]

Schedule 12

FORM OF NOTICE OF ASSIGNMENT OF SUBORDINATED DEBT

To be printed on the headed notepaper of the relevant Chargor

To: [Insert name and address of the relevant Obligor]

Date: []

Dear Sirs,

**[DESCRIPTION OF SUBORDINATED DEBT] (THE "SUBORDINATED DEBT") AND
[DESCRIPTION OF SUBORDINATED DOCUMENTS] (THE "SUBORDINATED
DOCUMENTS")**

1. We give you notice that we have entered into a security agreement dated [] in favour of **[SECURITY AGENT]** (the "Security Agent") (the "Security Agreement").
2. We give you notice that, pursuant to the terms of the Security Agreement, we have assigned (and, to the extent not validly or effectively assigned, we have charged by way of fixed charge) to the Security Agent by way of security all of our rights, title and interest from time to time in, and the full benefit of, the Subordinated Debt and the Subordinated Documents and all rights, title and interest in any amounts payable to us in respect of the Subordinated Debt and the Subordinated Documents.
3. Following the Security Agent's notification to you that the security created by the Security Agreement has become enforceable:-
 - 3.1 all payments to be made to us under or arising in respect of the Subordinated Debt and under the Subordinated Documents should be made [to the Security Agent or to its order as it may specify in writing from time to time] [*specify bank account*];
 - 3.2 all remedies provided for in the Subordinated Documents or available at law or in equity are exercisable by the Security Agent;
 - 3.3 you are authorised and instructed, without further approval from us, to comply with your obligations (including without limitation your payment obligations) in respect of the Subordinated Debt and under the Subordinated Documents in accordance with the written instructions of the Security Agent from time to time (and to hold the money for any such payments to the Security Agent's order pending receipt of written instructions from the Security Agent); and
 - 3.4 subject to paragraph 5 below, you shall allow the Security Agent to perform all the obligations assumed by us in respect of the Subordinated Debt and under the Subordinated Documents.
4. We shall remain liable to perform all our obligations in respect of the Subordinated Debt and under the Subordinated Documents and the Security Agent shall be under no obligation of any kind whatsoever in respect of the Subordinated Debt and the Subordinated Documents.
5. This notice, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice and your acknowledgement of the matters and instructions set out above within 5 days of receipt by signing, dating and returning the enclosed copy of this letter directly to the Security Agent at [] marked for the attention of [].

Yours faithfully,

for and on behalf of
[CHARGOR]

Acknowledged:

.....

For and on behalf of

[Obligor]

EXECUTION PAGES

The Chargors

EXECUTED as a Deed
by **LIH FINANCING LTD** acting by two Directors
or a Director and its Secretary:-

)
)
)
)
)

Director

Director

Address: 140 London Wall, London, EC2Y 5DN
Fax: +44 (0)207 796 5300

EXECUTED as a Deed
by **BR EMPIRE S.À.R.L** acting by two
Managers or a Manager and its Secretary:-

)
)
)
)
)

Manager

By:

Name: **Gérard MATHEIS**

Title: *authorized signatory*

Manager

By:

Name:

Title:

Address: 5, Avenue Gaston Diderich, L-1420
Luxembourg
Fax: +352 2744 8101

EXECUTED as a Deed)
by LANDS IMPROVEMENT HOLDINGS)
SHREWSBURY S.A.R.L acting by two)
Managers or a Manager and Its Secretary:-)

Manager

By:

Name: Gérard MATHEIS

Title: *authorized signatory*

Manager

By:

Name:

Title:

Address: 5, Avenue Gaston Diderich, L-1420
Luxembourg
Fax: +352 2744 8101

EXECUTED as a Deed)
by LANDS IMPROVEMENT HOLDINGS)
LUXEMBOURG S.A.R.L acting by two)
Managers or a Manager and its Secretary:-)

Manager

By:

Name: Gérard MATHEIS

Title: *authorized signatory*

Manager

By:

Name:

Title:

Address: 5, Avenue Gaston Diderich, L-1420
Luxembourg
Fax: +352 2744 8101

EXECUTED as a Deed)
by LANDS IMPROVEMENT HOLDINGS)
SOUTH CAMBRIDGE S.À.R.L acting by two)
Managers or a Manager and its Secretary:-)

Manager

By:

Name: Gérard MATHEIS

Title: authorized signatory

Manager

By:

Name:

Title:

Address: 5, Avenue Gaston Diderich, L-1420
Luxembourg
Fax: +352 2744 8101

EXECUTED as a Deed)
by LANDS IMPROVEMENT HOLDINGS)
PETERBOROUGH S.À.R.L acting by two)
Managers or a Manager and its Secretary:-)

Manager

By:

Name:

Title:

Manager

By:

Name:

Title:

Address: 140 London Wall, London, EC2Y 5DN
Fax: +44 (0)207 796 5300

EXECUTED as a Deed
by **LANDS IMPROVEMENT HOLDINGS**
POOLE S.À.R.L acting by two Managers or a
Manager and its Secretary:-

)
)
)
)
)

Manager

By

Name:

Title:

Manager

By:

Name:

Title:

Address: 5, Avenue Gaston Diderich, L-1420
Luxembourg
Fax: +352 2744 8101

EXECUTED as a Deed
by **LANDS IMPROVEMENT HOLDINGS**
HOUGHTON REGIS S.À.R.L acting by two
Managers or a Manager and its Secretary:-

)
)
)
)
)

Manager

By:

Name: Gérard MATHEIS

Title:

Manager

By:

Name:

Title:

Address: 5, Avenue Gaston Diderich, L-1420
Luxembourg
Fax: +352 2744 8101

EXECUTED as a Deed)
by **LIH COLCHESTER LIMITED** acting by two)
Directors or a Director and its Secretary:-)
)
)

Director

Director

Address: 140 London Wall, London, EC2Y 5DN
Fax: +44 (0)207 796 5300

EXECUTED as a Deed)
by **LANDS IMPROVEMENT HOLDINGS**)
LIMITED acting by two Directors or a Director)
and its Secretary:-)
)

Director

Director

Address: 140 London Wall, London, EC2Y 5DN
Fax: +44 (0)207 796 5300

EXECUTED as a Deed)
by **EMPIRE LIH LIMITED** acting by two)
Directors or a Director and its Secretary:-)
)
)

Director

Director

Address: 140 London Wall, London, EC2Y 5DN
Fax: +44 (0)207 796 5300

EXECUTED as a Deed)
by **BRITISH FIELD PRODUCTS LIMITED**)
acting by two Directors or a Director and its)
Secretary:-)
)

Director

Director

Address: 140 London Wall, London, EC2Y 5DN
Fax: +44 (0)207 796 5300

EXECUTED as a Deed)
by **FELTWELL FEN FARMS LIMITED** acting)
by two Directors or a Director and its)
Secretary:-)
)

Director

Director

Address: 140 London Wall, London, EC2Y 5DN
Fax: +44 (0)207 796 5300

EXECUTED as a Deed)
by **A.L.I.H. (PROPERTIES) LIMITED** acting by)
two Directors or a Director and its Secretary:-)
)
)

Director

Director

Address: 140 London Wall, London, EC2Y 5DN
Fax: +44 (0)207 796 5300

EXECUTED as a Deed)
by **LANDMATCH LIMITED** acting by two)
Directors:-)
)
)

Director

Director

Address: 140 London Wall, London, EC2Y 5DN
Fax: +44 (0)207 796 5300

EXECUTED as a Deed)
by **LANDMATCH (L.E.A.) LIMITED** acting by)
two Directors or a Director and its Secretary:-)
)
)

Director

Director

Address: 140 London Wall, London, EC2Y 5DN
Fax: +44 (0)207 796 5300

EXECUTED as a Deed)
by **A.L.I.H.(FARMS) LIMITED** acting by two)
Directors or a Director and its Secretary:-)
)
)

Director

Director

Address: 140 London Wall, London, EC2Y 5DN
Fax: +44 (0)207 796 5300

The Security Agent

SIGNED for and on behalf of
HSBC BANK PLC

)
)

Address:
Facsimile number