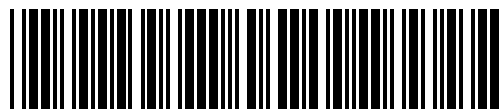




**Registration of a Charge**

Company Name: **B & C E FINANCIAL SERVICES LIMITED**

Company Number: **02207140**



Received for filing in Electronic Format on the: **04/07/2022**

XB7K0YM1

**Details of Charge**

Date of creation: **30/06/2022**

Charge code: **0220 7140 0003**

Persons entitled: **THE PEOPLE'S PENSION TRUSTEE LIMITED**

Brief description:

**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: **CMS CAMERON MCKENNA NABARRO OLSWANG LLP**



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

Company number: 2207140

Charge code: 0220 7140 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2022 and created by B & C E FINANCIAL SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th July 2022 .

Given at Companies House, Cardiff on 6th July 2022

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**

**DATE: 30 June 2022**

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**FLOATING CHARGE OVER CASH ACCOUNT SECURING OBLIGATIONS UNDER THE  
FINANCIAL SUPPORT UNDERTAKING**

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Between

**B & C E FINANCIAL SERVICES LIMITED**  
(as Account Holder)

and

**THE PEOPLE'S PENSION TRUSTEE LIMITED**  
(as Trustee)

---

CMS Cameron McKenna Nabarro Olswang LLP  
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This Deed is made on

30 June

2022 between:

- (1) **B & C E FINANCIAL SERVICES LIMITED**, a company incorporated in England and Wales with registered number 02207140, whose registered office is at Manor Royal, Crawley, West Sussex, RH10 9QP (the “**Chargor**”); and
- (2) **THE PEOPLE'S PENSION TRUSTEE LIMITED** (registered in England and Wales with number 08089267), whose registered office is at Manor Royal, Crawley, West Sussex, RH10 9QP as trustee of The People's Pension Scheme (the “**Scheme**” and the “**Trustees**”).

## OPERATIVE PROVISIONS

### 1. INTERPRETATION

#### *Definitions*

#### 1.1 In this Deed:

“**Acceptable Bank**” has the same meaning as in the Financial Support Undertaking.

“**Acceptable Custodian**” has the same meaning as in the Financial Support Undertaking.

“**Cash Account**” means the cash deposit account set up in the name of the Chargor with an Acceptable Bank for the purposes of compliance with Clause 5.9 of the Financial Support Undertaking.

“**Charged Property**” means the Cash Account and all Deposits from time to time.

“**Delegate**” means any delegate, agent, attorney or co-trustee appointed by the Trustees.

“**Deposit**” means all monies at any time standing to the credit of the Cash Account, together with interest and all rights and other benefits accruing to or arising in connection with the Cash Account.

“**Event of Default**” means the following events:

- (a) the Company has failed to meet its obligations under Clause 2.1 of the Financial Support Undertaking to pay the Relevant Amount properly demanded into the Pledged Account within the Required Period; or
- (b) an Insolvency Event occurs in relation to the Chargor.

“**Financial Support and Security Documents**” means this Deed, the Investment Account Floating Charge, the Pledged Account Fixed Charge and the Financial Support Undertaking.

“**Financial Support Undertaking**” means the financial support undertaking deed dated on or about the date of this Deed between the Chargor and the Trustees.

“**Floating Charge Asset**” means, at any time, any Charged Property which, at that time, is the subject of the floating charge created by this Deed.

“**Insolvency Act**” means the Insolvency Act 1986.

“**Investment Account**” means the investment account set up with an Acceptable Custodian in the name of the Chargor for the purposes of compliance with Clause 5.9 of the Financial Support Undertaking.

“**Investment Account Floating Charge**” means the deed dated on or about the date of this Deed between the Chargor and the Trustees under which the Chargor creates a floating charge in favour of the Trustees over the Investment Account.

**“LPA”** means the Law of Property Act 1925.

**“Net Enforcement Proceeds”** means, in relation to any Charged Property, any proceeds of sale or enforcement collected or received by the Trustees (or any Receiver) arising from that Charged Property following the enforcement of the Security Interests created by this Deed, less all costs, expenses, remuneration and other items relating thereto contemplated in Clause 8.1.1 (*Application of proceeds*).

**“Pledged Account”** means the pledged account set up in the name of the Chargor, the use of which is governed by a Pledged Account Operating Agreement dated on or around the date of this Deed .

**“Pledged Account Fixed Charge”** means the deed dated on or about the date of this Deed between the Chargor and the Trustees under which the Chargor creates a fixed charge in favour of the Trustees over the Pledged Account.

**“Receiver”** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

**“Relevant Amount”** is the amount defined under and in accordance with Clause 2.1 of the Financial Support Undertaking.

**“Secured Obligation”** means the obligation of the Chargor to make payment of the Relevant Amount into the Pledged Account in accordance with Clause 2.1 of the Financial Support Undertaking.

#### ***Construction***

#### **1.2 Unless a contrary indication appears in this Deed:**

1.2.1 terms defined in the Financial Support Undertaking have the same meaning in this Deed; and

1.2.2 the provisions of Clauses 1 (*Definitions and interpretation*) and 16 (*Notices*) of the Financial Support Undertaking apply to this Deed as if set out in full in this Deed except that references to the Financial Support Undertaking shall be construed as references to this Deed.

1.3 Where this Deed includes the words “including”, “in particular” or “or otherwise” (or similar words or phrases), the intention is to state examples and not to be exhaustive.

1.4 References to any Security Interest “created by this Deed” are to be deemed to include such Security Interest created or intended to be created, constituted, given, made or extended by, under or evidenced by this Deed.

1.5 An Event of Default is “**continuing**” if it has not been waived in writing by the Trustees.

#### ***Incorporation of other terms***

1.6 The terms of the Financial Support Undertaking and of any other agreement or document between any of the parties to this Deed are incorporated into this Deed to the extent required to comply with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

#### ***Third party rights***

1.7 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 and, notwithstanding any term of this Deed, no consent of any third party is required for any variation

(Including any release or compromise of any liability) or termination of this Deed. As contemplated by Clause 17 (Rights of Third Parties) of the Financial Support Undertaking, any person who is for the time being a trustee of the Scheme may enforce or enjoy the benefit of any term of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

- 1.8 Any Receiver, Delegate (or any officer, employee or agent of the Trustees, a Receiver or a Delegate) may, subject to Clause 1.7 (*Third party rights*) and the Contracts (Rights of Third Parties) Act 1999, rely on any Clause of this Deed which expressly confers rights on it.

## 2. COVENANT TO PAY

The Chargor, as principal debtor and not just as surety, covenants with the Trustees to pay or discharge the Secured Obligations in the manner provided for in the Financial Support Undertaking.

## 3. GRANT OF SECURITY

### *Floating charge*

- 3.1 The Chargor charges by way of floating charge the Charged Property.
- 3.2 Paragraph 14 of Schedule B1 of the Insolvency Act applies to any Security Interest created by this Deed.

### *General*

- 3.3 All Security Interests created by this Deed are created in favour of the Trustees.

### *Continuing security*

- 3.4 The Security Interests created by this Deed are continuing security for the payment and discharge of the Secured Obligations in the manner provided for in the Financial Support Undertaking. The provisions of this Deed will apply at all times:

- 3.4.1 regardless of the date on which any of the Secured Obligations were incurred;
- 3.4.2 notwithstanding any intermediate payment or discharge; and
- 3.4.3 in respect of the full amount of the Secured Obligations at the relevant time even if the amount of the Secured Obligations had previously been less than that amount or had been nil at any time,

until payment of the Relevant Amount has been made in accordance with Clause 2.1 of the Financial Support Undertaking, at which point this Deed and the Security Interests under it shall cease to apply.

### *Independent Security*

- 3.5 The Security Interests created by this Deed are in addition to and are not in any way prejudiced by any other guarantee or Security Interests now or subsequently held by the Trustees. No prior Security Interests held by the Trustees over the whole or any part of the Charged Property will merge with the Security Interests created by this Deed.

### *Maximum total recovery*

- 3.6 The maximum total amount which may be:
- 3.6.1 recovered from the Chargor pursuant to any demand made pursuant to Clause 2 (*Covenant to Pay*) of this Deed; and/or



3.6.2 applied by the Trustees against the Chargor's Secured Obligations from Net Enforcement Proceeds,

shall not exceed the Relevant Amount under Clause 2 of the Financial Support Undertaking.

#### **4. CONVERSION OF FLOATING CHARGE**

##### ***Conversion by notice***

4.1 The Trustees may, by notice to the Chargor, crystallise and convert the floating charge created by the Chargor under this Deed into a fixed charge over any or all of the Floating Charge Assets if:

4.1.1 an Event of Default occurs which is continuing; or

4.1.2 the Trustees become aware of any intention or proposal to appoint a liquidator, administrative receiver, receiver, administrator or other similar officer in respect of the Chargor or any of its assets, other than pursuant to the Pledged Account Fixed Charge.

##### ***Automatic conversion***

4.2 A floating charge created by the Chargor under this Deed will automatically crystallise and convert into fixed charges over the relevant Floating Charge Assets if a liquidator, administrative receiver, receiver, administrator or other similar officer is appointed in respect of the Chargor or any of its assets, other than pursuant to the Pledged Account Fixed Charge.

4.3 No floating charge created under this Deed will automatically crystallise and convert into a fixed charge solely by reason of a moratorium being obtained under section 1A or Schedule A1 of the Insolvency Act (or anything being done with a view to obtaining a moratorium).

#### **5. UNDERTAKINGS**

##### ***Negative pledge and restriction on dealing***

5.1 The Chargor may not create or permit to subsist any Security Interest over any of the Charged Property.

##### ***Further assurance***

5.2 The Chargor shall promptly take all such actions, including executing all such documents, notices and instructions in such form as the Trustees may reasonably require:

5.2.1 to create, perfect, protect and (if necessary) maintain the Security Interests created or intended to be created over any of its assets under this Deed or for the exercise of any rights, powers and remedies of the Trustees provided by or under this Deed or by law or regulation;

5.2.2 to confer on the Trustees security interests in or over any of its assets located in any jurisdiction other than England and Wales equivalent or similar to the Security Interests created or intended to be created by this Deed; and

5.2.3 to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security Interests created by this Deed.

##### ***Power of attorney***

5.3 As security for the performance of its obligations under this Deed, the Chargor irrevocably and severally appoints each Trustee, each Receiver and each delegate to be its attorney, with full power of substitution.

- 5.4 The attorney may, in the name of the Chargor and on its behalf and at its expense, do anything which after the occurrence of an Event of Default which is continuing the Chargor is obliged to do under this Deed but has failed to do or which the Trustee, Receiver or Delegate may in their absolute discretion consider appropriate in connection with the exercise of any of their rights, powers, authorities or discretions in relation to the Charged Property under or otherwise for the purposes of this Deed, or any law or regulation.
- 5.5 The Chargor ratifies and confirms anything done by any attorney under Clause 0. The Chargor agrees to indemnify the attorney against all actions, claims, demands and proceedings taken or made against it and all costs, damages, expenses, liabilities and losses incurred by the attorney as a result of or in connection with anything lawfully done by it under or in connection with this power of attorney.

## **6. RIGHTS OF ENFORCEMENT**

### ***Secured Obligations deemed payable***

- 6.1 For the purposes of all rights and powers implied by statute, the Secured Obligation is due and payable on the date of this Deed.

### ***When Security Interests enforceable***

- 6.2 The Security Interests created by this Deed are enforceable at any time while an Event of Default is continuing.

### ***Enforcement powers***

- 6.3 At any time (a) when the Security Interests created by this Deed are enforceable or (b) following a request by the Chargor, the Trustees may, without further notice:

- 6.3.1 sell, appropriate, realise or transfer, including to themselves or to any person, all or any part of the Charged Property;
- 6.3.2 appoint one or more persons to be a Receiver of all or any part of the Charged Property;
- 6.3.3 appoint an administrator of the Chargor;
- 6.3.4 exercise any of the powers, authorities and discretions conferred on mortgagees, administrators or receivers, under the LPA, the Insolvency Act, any other legislation or regulation or under this Deed; and
- 6.3.5 take such further action as it sees fit to enforce all or any part of the Security Interests created by this Deed.

### ***Rights in relation to a Receiver***

- 6.4 The Trustees may remove any Receiver appointed under this Deed, appoint another person as Receiver or appoint additional Receivers. Each Receiver will be deemed to be the agent of the Chargor who alone will be responsible for the acts and defaults of the Receiver and for any liabilities incurred by the Receiver. The Trustees may fix the remuneration of a Receiver which will be payable by the Chargor and form part of the Secured Obligations.

### ***Redemption of prior Security Interests***

- 6.5 Where there is any Security Interest created over any of the Charged Property which ranks in priority to the Security Interests created by this Deed and:
- 6.5.1 the Security Interests created by this Deed become enforceable; and

6.5.2 the holder of such other Security Interest takes any steps to enforce that Security, the Trustees or any receiver may, at their sole discretion and at the cost and expense of the Chargor, redeem, take a transfer of and repay the indebtedness secured by such other Security Interest. All amounts paid by a Trustee or a Receiver under this Clause will form part of the Secured Obligations,

***Appropriation of payments***

6.6 Any appropriation by a Trustee or a Receiver under this Deed will override any appropriation by the Chargor.

***Financial collateral***

6.7 To the extent that any of the assets mortgaged, charged or assigned under this Deed constitute “financial collateral” and this Deed constitutes a “financial collateral arrangement” (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003) (the “**FC Regulations**”) the Trustees will have the right at any time when such Security Interest is enforceable to appropriate all or any part of that financial collateral in such manner as they see fit in or towards the satisfaction of the Secured Obligations.

6.8 Where any financial collateral is appropriated, its value shall be:

- 6.8.1 in the case of cash, its face value at the time of the appropriation;
- 6.8.2 if the financial collateral is listed or traded on a recognised exchange, the value at which it could have been sold on that exchange at the time of appropriation; and
- 6.8.3 in any other case, the amount reasonably determined by the Trustees by such process as they may select, including independent valuation,

and the Chargor agrees that the method of valuation provided for in this Clause 6.8 is commercially reasonable for the purposes of the FC Regulations.

***Demands***

6.9 Any demand for payment made by the Trustees shall be valid and effective even if it contains no statement of the Secured Obligation or an inaccurate or incomplete statement of it.

**7. POWERS OF A RECEIVER**

***General powers***

7.1 Any Receiver will have:

- 7.1.1 the rights, powers, privileges and immunities conferred on receivers, receivers and managers and mortgagees in possession under the LPA;
- 7.1.2 the rights, powers, privileges and immunities conferred on administrative receivers (whether or not that Receiver is an administrative receiver) under Schedule 1 of the Insolvency Act; and
- 7.1.3 all other rights, powers, privileges and immunities conferred by law or regulation on receivers, receivers and managers, mortgagees in possession and administrative receivers.

***Specific powers***

7.2 The rights, powers and remedies provided in this Deed are in addition to any rights powers and remedies under law or regulation. Any Receiver will have the following additional powers:

- 7.2.1 the power to do or omit to do anything which the Chargor could do or omit to do in relation to the Charged Property which is the subject of the appointment;
- 7.2.2 the power to do all other acts and things which the Receiver may consider desirable or necessary for realising any of the Charged Property or incidental or conducive to any of the rights, powers and discretions conferred on a Receiver under this Deed or by law or regulation; and
- 7.2.3 the power to use the relevant Chargor's name for all the above purposes.

***Variation of statutory powers***

- 7.3 The following statutory provisions do not apply to this Deed or any Security Interest created by this Deed:
  - 7.3.1 the restriction on the consolidation of mortgages in section 93 of the LPA;
  - 7.3.2 the restrictions on the power to grant or accept the surrender of leases in sections 99 and 100 of the LPA;
  - 7.3.3 the conditions to the exercise of a power of sale in section 103 of the LPA;
  - 7.3.4 the restrictions on the application of proceeds by a mortgagee or receiver in sections 105, 107(2) and 109(8) of the LPA; and
  - 7.3.5 the restrictions on the appointment of a receiver in section 109(1) of the LPA and the provisions regarding a receiver's remuneration in section 109(6) of the LPA.

**8. APPLICATION OF PROCEEDS**

***Order of priority***

- 8.1 All amounts received by a Trustee or a Receiver in connection with the enforcement of the Security Interests created under this Deed will be applied, to the extent permitted by applicable law, in the following order of priority:
  - 8.1.1 in discharging any costs and expenses incurred by any Trustee, any Receiver or any Delegate under or in connection with the Financial Support and Security Documents;
  - 8.1.2 in or towards discharging the Secured Obligations; and
  - 8.1.3 in payment of the surplus (if any) to the Chargor or other person entitled to it.

***Suspense account***

- 8.2 The Trustees may credit any monies at any time received or realised under this Deed to an interest-bearing suspense account, for so long and on such terms as the Trustees may determine pending their application towards discharging the Secured Obligations.

***New accounts***

- 8.3 If the Trustees receive or are deemed to have received notice of subsequent Security Interest over the Charged Property, then the Trustees may open a new account with the Chargor. If the Trustees do not open a new account, they will be treated as having done so at the time when such notice was received and as from that time all payments made by or on behalf of the Chargor to the Trustees will be credited or be treated as having been credited to the relevant new account and not as having been applied in discharge of the Secured Obligations.

***Release of Charged Property***

- 8.4 If the Trustees are satisfied that the Secured Obligation has, subject to Clauses 0 (*Reinstatement*) and 0 (*Avoidable payments*), been unconditionally and irrevocably paid and discharged in full, the Trustees will, at the request of the Chargor, execute such documents and take such steps as may be necessary to release the Charged Property from the Security Interests created by this Deed.

**9. PROTECTION OF THIRD PARTIES**

- 9.1 No buyer from, or other person dealing with, the Trustees or a Receiver will be concerned to enquire whether:

- 9.1.1 any money remains due under the Financial Support Undertaking;
- 9.1.2 any power which a Trustee or Receiver is purporting to exercise has arisen or become exercisable; or
- 9.1.3 a Trustee or any Receiver is validly appointed and acting within its powers in accordance with this Deed.

- 9.2 The receipt of any Trustee or any Receiver will be an absolute and conclusive discharge to a purchaser of the Charged Property who will have no obligation to enquire how any monies are applied.

**10. PROTECTION OF LENDER**

***No liability as mortgagee in possession***

- 10.1 No Trustee nor any Receiver will be liable to account to the Chargor as mortgagee in possession by reason of entering into possession of any of the Charged Property, or for any cost, loss or liability on realisation, nor for any default or omission for which a mortgagee in possession might be liable.

***Trustee discretion***

- 10.2 The Chargor has no right to control or restrict the Trustees' exercise of any of their rights, powers or discretions under this Deed.

**11. SAVING PROVISIONS**

***Reinstatement***

- 11.1 If, at any time, there has been a release, settlement or discharge of any of the Chargor's obligations under this Deed and, as a consequence of any insolvency (or analogous) proceedings or for any other reason:

- 11.1.1 any payment made to any person in respect of the Secured Obligation is required to be repaid; and
- 11.1.2 any Security Interest (or other right) held by the Trustees in respect of the Secured Obligation (whether under this Deed or otherwise) is declared void, is set aside or is otherwise affected,

then the Chargor's obligations under this Deed will continue in effect as if there had been no such release, settlement or discharge and as if the relevant payment had not been made and (as applicable) the relevant obligation or Security Interest (or other right) had not been so affected; and accordingly (but without limiting the Trustees' other rights under this Deed) the Trustees will be entitled to recover from the Chargor the value which the Trustees have placed upon such

Security Interest (or other right) or the amount of any such payment as if such release, settlement or discharge had not occurred.

***Avoidable payments***

- 11.2 If the Trustees, acting reasonably, consider that any amount paid by the Chargor in respect of the Secured Obligations is capable of being avoided, set aside or ordered to be refunded or reduced for any reason then for the purposes of this Deed such amount will not be considered to have been irrevocably paid.

***Chargor intent***

- 11.3 The Chargor expressly confirms that it intends that the Security Interests created under this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Secured Obligation.

***Immediate recourse***

- 11.4 The Chargor waives any right it may have of first requiring the Trustees (or any trustee or agent on their behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Financial Support and Security Document to the contrary.

***Appropriations***

- 11.5 Until all amounts which may be or become payable by the Chargor have been irrevocably paid in full, each Trustee (or any trustee, agent or appointee on, its behalf) may:

11.5.1 refrain from applying or enforcing any other moneys, security or rights held or received by that Trustee (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and

11.5.2 hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed.

**12. CHANGES TO THE PARTIES**

***No assignment by Chargor***

- 12.1 The Chargor shall not assign any of its rights or transfer any of its rights or obligations under this Deed.

***Assignments and transfers by the Trustees***

- 12.2 The Chargor acknowledges that the rights and obligations under this Deed shall be binding upon and enure for the benefit of any person who is for the time being a trustee of the Scheme including any person who succeeds or replaces a trustee of the Scheme.

**13. 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 the Deed.

**14. RELEASES**

Once the Chargor has made payment of the relevant amount in accordance with Clause 2.1 of the Financial Support Undertaking on the occurrence of a Statutory Triggering Event or the Parties agree in writing that the Financial Support Undertaking is to terminate, the Trustees must, at the request and cost of the Chargor, take whatever action is necessary to release the assets and undertaking of the Chargor from any Security Interest created by this Deed.

**15. GOVERNING LAW**

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

**16. JURISDICTION**

16.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and any non-contractual obligations arising out of or in connection with it (a “Dispute”).

16.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed will argue to the contrary.

16.3 Clause 16.1 is for the benefit of the Trustees only. As a result, the Trustees will not be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the Trustees may take concurrent proceedings in any number of jurisdictions.

**17. WAIVER OF IMMUNITY**

17.1 The Chargor irrevocably and unconditionally:

17.1.1 agrees not to claim any immunity from proceedings brought by a Trustee against it in relation to this Deed and to ensure that no such claim is made on its behalf;

17.1.2 consents generally to the giving of any relief or the issue of any process in connection with those proceedings;

17.1.3 waives generally all immunity it or its assets or revenues may otherwise have in any jurisdiction, including immunity in respect of:

(a) the giving of any relief by way of injunction or order for specific performance or for the recovery of assets or revenues; and

(b) the issue of any process against its assets or revenues for the enforcement of a judgment or, in an action in rem, for the arrest, detention or sale of any of its assets and revenues; and

17.1.4 agrees that in any proceedings in England this waiver shall have the fullest scope permitted by the English State Immunity Act 1978 and that this waiver is intended to be irrevocable for the purposes of the English State Immunity Act 1978.

**This Deed is executed as a deed and delivered on the date stated at the beginning of this Deed.**

EXECUTION OF FLOATING CHARGE

The Chargor

Executed as a deed by )  
B & C E Financial Services Limited, acting )  
by two directors )

DocuSigned by:  
[Redacted Signature]  
A319279B315F442...

Director

Name: Sue Hunter

Director: [Redacted Signature]  
DSFF0B6234AA438...

Name Patrick Heath-Lay

The Trustee

Executed as a deed by )  
The People's Pension Trustee Limited, )  
acting by two directors )

DocuSigned by:  
[Redacted Signature]  
01CB5531830C44E...

Director

Name: Mark Condron

Director: [Redacted Signature]  
5499881FF464460...

Name Steve DeLo