



Registration of a Charge

Company name: **W H GOOD AUTOMATION LTD**

Company number: **02289519**



X8HTFN5T

Received for Electronic Filing: **08/11/2019**

Details of Charge

Date of creation: **01/11/2019**

Charge code: **0228 9519 0008**

Persons entitled: **PREFEQUITY PRIVATE CAPITAL I S.A.R.L**

Brief description: **THE PROPERTY AT UNIT 2, CARRS INDUSTRIAL ESTATE, COMMERCIAL STREET, HASSLINGDON.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

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

Certified by:

HESTER TOMLIN



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2289519

Charge code: 0228 9519 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st November 2019 and created by W H GOOD AUTOMATION LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th November 2019 .

Given at Companies House, Cardiff on 11th November 2019

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

Form of Security Accession Deed

Dated 1 NOVEMBER 2019

BETWEEN:

- (1) **W.H.GOOD GROUP LTD**, a company incorporated under the laws of England and registered number 06551875;
- (2) **W.H. GOOD (HOLDINGS) LTD**, a company incorporated under the laws of England and registered number 04525600;
- (3) **W.H. GOOD LTD**, a company incorporated under the laws of England and registered number 04528366;
- (4) **W H GOOD AUTOMATION LTD**, a company incorporated under the laws of England and registered number 02289519;

(each a **New Chargor**, and together the **New Chargors**);

- (5) **BRISTOL BIDCO LIMITED**, a company incorporated under the laws of England with registered number 11763440 (the **Company**) for itself and as agent for and on behalf of each of the existing Chargors; and
- (6) **PREFEQUITY PRIVATE CAPITAL I S.A.R.L** (the **Lender**).

RECITALS

This deed is supplemental to a debenture dated 1 NOVEMBER 2019 between, among others, the Company, and the Lender (as supplemented and amended from time to time) (the **Debenture**).

THIS DEED WITNESSES

1. Definitions and Interpretation

1.1 Definitions

Words and expressions defined in the Debenture shall have the same meanings in this Deed.

1.2 Construction

- (a) The principles of construction set out in clause 1.2 (*Interpretation*) of the Debenture shall apply to this Deed, insofar as they are relevant to it, as they apply to the Debenture.
- (b) The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to **this Deed** or **this Debenture** will be deemed to include this Deed.

2. Accession of New Chargors

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

3. Creation of Security

Each New Chargor mortgages, charges and assigns to the Lender all its business, undertaking and assets on the terms of clause 3 (*Grant of Security*) of the Debenture provided that:

- 3.1 the Real Property charged by way of first legal mortgage shall be the Real Property referred to in schedule 1 (*Real Property*);
- 3.2 the Charged Securities charged by way of fixed charge shall include the Charged Securities referred to in schedule 2 (*Charged Securities*);
- 3.3 the Accounts charged by way of fixed charge shall include those set out in Schedule 3 (*Accounts*);
- 3.4 the Chargor Loans assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Chargor Loans set out in schedule 4 (*Chargor Loans*);
- 3.5 the Relevant Contracts assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Relevant Contracts set out in schedule 5 (*Relevant Contracts*);
- 3.6 the Insurances assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Insurances set out in schedule 6 (*Insurances*);
- 3.7 the Intellectual Property charged by way of fixed charge shall include the Intellectual Property referred to in schedule 7 (*Intellectual Property*).

4. Consent of existing Chargors

The existing Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect the Security granted by each of them under (and covenants given by each of them in) the Debenture.

5. Negative Pledge

Clause 11.1 (*Negative pledge and disposals*) of the Debenture shall be deemed to be incorporated in full in this Deed.

6. Notices

Each New Chargor confirms that its address details for notices in relation to clause 26 (*Notices*) of the Debenture are as follows:

Address: Corpacq House, 1 Goose Green, Altrincham, Cheshire, England, WA14 1DW

Attention: Phillip Millward

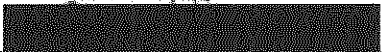
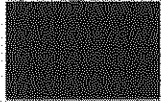
7. Governing Law

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

EXECUTED as a **DEED** and delivered on the date appearing at the beginning of this Deed.

The New Chargors



Executed as a Deed By: W.H.GOOD GROUP LTD

 Signature of Director
Phillip Millward Name of Director
in the presence of
 Signature of witness
Rachel Hiney Name of witness

BEYOND CORPORATE LIMITED
SOLICITORS
2nd FLOOR
COMMERCIAL WHARF
6 COMMERCIAL STREET
MANCHESTER
M15 4PZ

 Address of witness
paralegal Occupation of witness


Executed as a Deed By: W.H. GOOD (HOLDINGS) LTD

 Signature of Director
Phillip Millward Name of Director
in the presence of
 Signature of witness
Rachel Hiney Name of witness

BEYOND CORPORATE LIMITED
SOLICITORS
2nd FLOOR
COMMERCIAL WHARF
6 COMMERCIAL STREET
MANCHESTER
M15 4PZ

 Address of witness
paralegal Occupation of witness


Executed as a Deed By: W.H. GOOD LTD


Phillip Milwood

Signature of Director

Name of Director

in the presence of


Rachel Hiney

Signature of witness

Name of witness

Address of witness

BEYOND CORPORATE LIMITED
SOLICITORS
2nd FLOOR
COMMERCIAL WHARF
1 COMMERCIAL STREET
MANCHESTER
M15 4PZ

paralegal

Occupation of witness

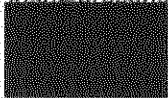
Executed as a Deed By: W H GOOD (AUTOMATION LTD)


Phillip Milwood

Signature of Director

Name of Director

in the presence of


Rachel Hiney

Signature of witness

Name of witness

Address of witness

BEYOND CORPORATE LIMITED
SOLICITORS
2nd FLOOR
COMMERCIAL WHARF
1 COMMERCIAL STREET
MANCHESTER
M15 4PZ

paralegal

Occupation of witness

The Company

[REDACTED]

Director on behalf of BRISTOL BIDCO LIMITED

By: Phillip Milwood

The Lender

CAPITAL I S.A.R.L

Director on behalf of PREFEQUITY PRIVATE

By:

Date:

Schedule 1: Real Property

Registered Land				
Chargor	Address	Title Number		
W H Good Automation Ltd	Unit 2, Carrs Industrial Estate, Commercial Street, Hasslingdon	To be allocated		
W.H. Good Limited	North Side of Commercial Street, Haslingden	To be allocated		
Unregistered Land				
Chargor	Address	Document describing the Real Property		
		Date	Document	Parties
W.H. Good Limited	Room A226, Enterprise House, Stansted Airport, Essex	17 July 2018	Lease	(1) The Manchester Airport Group PLC and (2) W.H. Good Limited

Schedule 2 - Charged Securities

Chargor	Name of company in which share are held	Class of shares held	Number of shares held	Issued share capital
W.H. Good Group Limited	W.H. Good (Holdings) Ltd	Ordinary	5,540	£1.00
W.H. Good (Holdings) Ltd	W H Good Automation Ltd	Ordinary	1,000	£1.00
W.H. Good (Holdings) Ltd	W.H. Good Limited	Ordinary	1	£1.00

Schedule 3 - Charged Accounts

Accounts		
Account holder	Account number	Account bank branch address and sort code
W.H.Good Group Limited	[REDACTED]	National Westminster Bank Plc, Bolton Customer Service Centre, PO Box 2027 Parklands, De Havilland Way, Horwich, BL6 4YU Sort code: [REDACTED]
W.H. Good Limited	[REDACTED]	National Westminster Bank Plc, Bolton Customer Service Centre, PO Box 2027 Parklands, De Havilland Way, Horwich, BL6 4YU Sort code: [REDACTED]
W H Good Automation Ltd	[REDACTED]	National Westminster Bank Plc, Bolton Customer Service Centre, PO Box 2027 Parklands, De Havilland Way, Horwich, BL6 4YU Sort code: [REDACTED]
W H Good Automation Ltd	[REDACTED]	National Westminster Bank Plc, Bolton Customer Service Centre, PO Box 2027 Parklands, De Havilland Way, Horwich, BL6 4YU Sort code: [REDACTED]
W H Good Automation Ltd	[REDACTED]	National Westminster Bank Plc, Bolton Customer Service Centre, PO Box 2027 Parklands, De Havilland Way, Horwich, BL6 4YU Sort code: [REDACTED]

Schedule 4 Chargor Loans

Not applicable

Schedule 5 Relevant Contracts

Not applicable

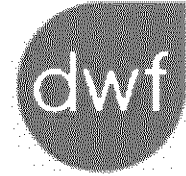
Schedule 6 - Insurances

Chargor	Insurer	Policy number
W.H.Good Group Limited	Chubb European Group	[REDACTED]
W.H.Good Group Limited	Chubb European Group	[REDACTED]
W.H.Good Group Limited	AXA Insurance	[REDACTED]
W.H.Good Group Limited	CFC Insurance	[REDACTED]
W.H.Good Group Limited	Starr International Europe	[REDACTED]
W.H.Good Group Limited	Aviva Insurance	[REDACTED]
W.H.Good Group Limited	Royal Sun Alliance	[REDACTED]

Schedule 7 Intellectual Property

Not Applicable

EXECUTION



1 NOVEMBER

2019

**(1) THE COMPANIES NAMED IN SCHEDULE 1 HERETO
AS ORIGINAL CHARGORS**

and

**(2) PREFEQUITY PRIVATE CAPITAL I S.A.R.L.
AS LENDER**

DEBENTURE

**DWF Law LLP
1 Scott Place
2 Hardman Street
Manchester
M3 3AA**

66528355-3

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THIS DEBENTURE is dated 1 NOVEMBER 2019 and made between:

- (1) THE COMPANIES named in schedule 1 hereto (the "Original Chargors"); and
- (2) PREFEQUITY PRIVATE CAPITAL I S.A.R.L. a société à responsabilité limitée incorporated in Luxembourg with company number B-216098 whose registered address is 6 rue Gabriel, Lippmann, L-5365 Munsbach, Luxembourg as lender (the "Lender").

TERMS AGREED

1. Definitions and Interpretation

1.1 Definitions

In this Deed terms defined in, or construed for the purposes of, the Facilities Agreement have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed) and the following terms have the following meanings:

Accounts means the accounts of the Chargors, including:

- (a) each Collection Account; and
- (b) the accounts (if any) set out in part 3 of schedule 2 (*Details of Security Assets*),

together with any other account that may from time to time be identified in writing as an Account by any Chargor and the Lender (and any renewal or redesignation of such accounts);

Act means the Law of Property Act 1925;

Acquisition Documents means:

- (c) the sale and purchase agreement dated 2019 relating to the sale and purchase of the Target Shares and made between (amongst others) the Vendors and the Company;
- (d) any other document designated as an **Acquisition Document** by the Lender and the Chargors,

and in each case, all other assignments, transfers, instruments and documents to which a Chargor is a party in connection with the relevant acquisition;

Assigned Assets means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*);

Charged Investments means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

Charged Securities means:

	<p>(a) the securities specified in part 2 of schedule 2 (<i>Details of Security Assets</i>); and</p> <p>(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or investments (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Deed) now or in future owned (legally or beneficially) by the Chargors or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which a Chargor has an interest at any time;</p>
Chargor	means the Original Chargors and each company which grants Security over its assets in favour of the Lender by executing a Security Accession Deed in accordance with clause 23 (<i>Additional Chargors</i>);
Chargor Loans	means all present and future rights under any shareholder or intercompany loan owed to a Chargor from any other member of the Group or any shareholder as set out in part 6 of schedule 2 (<i>Details of Security Assets</i>);
Collection Account	has the meaning given to that term in clause 11.5 (<i>Dealings with Receivables and operation of Collection Accounts</i>);
Company	means Bristol Bidco Limited, a company incorporated in England and Wales with company number 11763440 whose registered address is Corpacq House, 1 Goose Green, Altrincham, Cheshire, WA14 1DW;
Default Rate	means the rate of interest determined in accordance with clause 10.4 of the Facilities Agreement;
Excluded Assets	means any accrued but unpaid Equalisation Payment;
Facilities Agreement	means the facilities agreement dated on or around the date of this Deed and made between, amongst others, (1) the Company, and (2) the Lender, as amended, restated, novated or supplemented from time to time;
Insurances	means all policies of insurance (and all cover notes) which are at any time held by or written in favour of the Chargors, or in which any Chargor from time to time has an interest (including, without limitation the policies of insurance (if any) specified in part 5 of schedule 2 (<i>Details of Security Assets</i>));
Intellectual Property	means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of

the Chargors in, or relating to:

- (a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of the Chargors (which may now or in the future subsist),

including, without limitation, the intellectual property rights (if any) specified in part 7 of schedule 2 (*Details of Security Assets*);

New Chargor

has the meaning given to that term in clause 23 (*Additional Chargors*);

Party

means a party to this Deed;

Real Property

means all estates and interests in freehold, feuhold, leasehold, heritable and other immovable property (wherever situated) together with:

- (a) all buildings, fixtures (including trade fixtures), fittings and fixed plant or machinery at any time on that property;
- (b) all easements, servitudes, rights and agreements in respect of that property;
- (c) all rents from and proceeds of sale of that property; and
- (d) the benefit of all covenants given in respect of that property,

now or in future belonging to the Chargors, or in which the Chargors have an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 2 (*Details of Security Assets*));

Receivables

means all present and future book debts and other debts, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Chargors (whether actual or contingent and whether arising under contract or in any other manner whatsoever) other than Chargor Loans, together with:

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (b) all proceeds of any of the foregoing;

Receiver

means a receiver or receiver and manager or administrative receiver appointed by the Lender of the whole or any part of the Security Assets;

Related Rights

means, in relation to any Charged Security:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition; and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

Relevant Contract

means:

- (a) each Acquisition Document; and
- (b) each agreement specified in part 5 of schedule 2 (*Details of Security Assets*) or as designated in writing as a Contract by both the Lender and the relevant Chargor, and in which that Chargor has an interest from time to time,

together with each other agreement supplementing or amending or novating or replacing the same;

Secured Liabilities

means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each Obligor to the Lender under or pursuant to any Finance Documents (including all monies covenanted to be paid under this Deed);

Security

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

Security Accession Deed

means a document substantially in the form set out in schedule 6 (*Form of Security Accession Deed*) pursuant to which a New Chargor will accede to this Deed;

Security Assets	means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed (excluding, for the avoidance of doubt, any Excluded Assets); and
Security Period	means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

1.2 Interpretation

- (a) Unless a contrary indication appears in this Deed the provisions of clause 1.2 (*Construction*) of the Facilities Agreement apply to this Deed as though they were set out in full in this Deed, except that references to this **Agreement** will be construed as references to this Deed.
- (b) Unless a contrary indication appears, any reference in this Deed to:
 - (i) the **Chargors**, the **Lender** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Lender, any person for the time being appointed as Lender or Lenders in accordance with the Finance Documents;
 - (ii) **this Deed**, the **Facilities Agreement**, any other Finance Document or any other agreement or instrument is a reference to this Deed, the Facilities Agreement, that other Finance Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any Obligor or provides for further advances);
 - (iii) **Secured Liabilities** includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any Obligor;
 - (iv) **reasonable endeavours** includes payment by the relevant person of all its own and any third party's reasonable costs, fees and expenses;
 - (v) **Including** or **includes** means including or includes without limitation; and
 - (vi) **this Security** means the Security created or evidenced by or pursuant to this Deed.
- (c) Each undertaking of the Chargors (other than a payment obligation) contained in this Deed:
 - (i) must be complied with at all times during the Security Period; and
 - (ii) is given by each Chargor for the benefit of the Lender.

- (d) The terms of the other Finance Documents, and of any side letters between any of the parties to them in relation to any Finance Document, are incorporated in this Deed to the extent required to ensure that any disposition of the Real Property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (e) If the Lender reasonably considers that an amount paid by any Obligor to the Lender under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of such Obligor, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- (f) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

1.3 Third party rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

1.4 Delivery

The Parties intend this Deed to be delivered on the first date specified on page 1 of this Deed.

2. Covenant to Pay

2.1 Covenant to pay

Each Chargor covenants in favour of the Lender that it will pay and discharge the Secured Liabilities from time to time when they fall due.

2.2 Default interest

Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis:

- (a) at the rate and in the manner agreed in the Finance Document under which such amount is payable; or
- (b) (in the absence of such agreement) at the Default Rate from time to time. In such a case default interest will accrue from day to day on a year of 365 days and will be compounded at such intervals as the Lender states are appropriate.

3. Grant of Security

3.1 Nature of security

All Security and dispositions created or made by or pursuant to this Deed are created or made:

- (a) In favour of the Lender;

- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of the Secured Liabilities.

3.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to this Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

4. Fixed Security

4.1 Fixed charges

Each Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets (save where the same relate to the Excluded Assets) which are at any time owned by it, or in which it from time to time has an interest:

- (a) by way of first legal mortgage:
 - (i) the Real Property specified in part 1 of schedule 2 (*Details of Security Assets*); and
 - (ii) all other Real Property (if any) at the date of this Deed vested in, or charged to, the Chargors (not charged by clause 4.1(a)(i));
- (b) by way of first fixed charge:
 - (i) all other Real Property and all interests in Real Property (not charged by clause 4.1(a));
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land;
 - (iii) the proceeds of sale of all Real Property; and
 - (iv) the benefit of any rental deposit given or charged to the Chargors by any occupier of any Real Property;
- (c) by way of first fixed charge all plant and machinery (not charged by clause 4.1(a) or 4.1(b)) and the benefit of all contracts, licences and warranties relating to the same;
- (d) by way of first fixed charge:
 - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(c)); and
 - (ii) the benefit of all contracts, licences and warranties relating to the same;
- (e) by way of first fixed charge:

- (i) the Charged Securities referred to in part 2 of schedule 2 (*Details of Security Assets*); and
- (ii) all other Charged Securities (not charged by clause 4.1(e)(i)),

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargors may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;

(f) by way of first fixed charge:

- (i) the Accounts and all monies at any time standing to the credit of the Accounts;
- (ii) all other accounts of the Chargors with any bank, financial institution or other person at any time (not charged by clause 4.1(f)(i)) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

(g) by way of first fixed charge the Intellectual Property;

(h) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (*Security assignments*), by way of first fixed charge such Assigned Asset;

(i) by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed):

- (i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Chargors or the use of any of its assets; and
- (ii) any letter of credit issued in favour of the Chargors and all bills of exchange and other negotiable instruments held by it; and

(j) by way of first fixed charge all of the goodwill and uncalled capital of the Chargors.

4.2 **Security assignments**

- (a) Each Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to the following assets (save where the same relate to the Excluded Assets):
 - (i) the Chargor Loans, all rights and remedies in connection with the Chargor Loans and all proceeds and claims arising from them;
 - (ii) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;

- (iii) each of the following:
 - (A) all Insurances specified in part 5 of schedule 2 (*Details of Security Assets*); and
 - (B) all other Insurances (not assigned by clause 4.2(a)(iii)(A)),
 and all claims under the Insurances and all proceeds of the Insurances; and
- (iv) all other Receivables (not otherwise assigned under this clause 4.2).
- (b) To the extent that any Assigned Asset described in clause 4.2(a)(iii) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of any Chargor to any proceeds of such Insurances.

4.3 Notice of assignment and/or charge - Immediate notice

Immediately upon execution of this Deed (and immediately upon the obtaining of any Insurance or the execution of any Acquisition Document, Relevant Contract or agreement in respect of a Chargor Loan or the opening of any Account after the date of this Deed) the Chargors shall:

- (a) in respect of each Account, deliver a duly completed notice of the charge over each Account to the bank with which that Account is held, and shall procure that such bank or financial institution executes and delivers to the Lender an acknowledgement of the rights of the Lender in respect of such account in the form set out in schedule 3 (*Form of notice to and acknowledgement from Account Bank*);
- (b) in respect of each Chargor Loan, deliver a duly completed notice of assignment to each other party to that document, and procure that each such party executes and delivers to the Lender an acknowledgement, in each case in the respective forms set out in schedule 4 (*Form of notice to and acknowledgement by party to Relevant Contract or Chargor Loan*); and
- (c) in respect of:
 - (i) each Acquisition Document; and
 - (ii) each other Relevant Contract,
 deliver a duly completed notice of assignment to each other party to that document, and procure that each such party executes and delivers to the Lender an acknowledgement, in each case in the respective forms set out in schedule 4 (*Form of notice to and acknowledgement by party to Relevant Contract*); and
- (d) in respect of each of its Insurances, deliver a duly completed notice of assignment to each other party to that Insurance, and shall use its reasonable endeavours to procure that each such party executes and delivers to the Lender an acknowledgement, in each case in the respective forms set out in schedule 5 (*Form of notice to and acknowledgement by Insurers*),

or, in each case, in such other form as the Lender shall agree.

4.4 Assigned Assets

The Lender is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract or agreement in respect of a Chargor Loan against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Deed.

5. Floating Charge

Each Chargor charges and agrees to charge by way of first floating charge all of its present and future assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to clause 4.1 (*Fixed charges*), clause 4.2 (*Security assignments*) or any other provision of this Deed, excluding the Excluded Assets.

6. Conversion of Floating Charge

6.1 Conversion by notice

The Lender may, by written notice to the Chargors, convert the floating charge created under this Deed into a fixed charge as regards all or any of the assets of the Chargors specified in the notice if:

- (a) an Event of Default has occurred and is continuing; or
- (b) the Lender considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

6.2 Small Companies

The floating charge created under this Deed by the Chargors shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Chargors.

6.3 Automatic Conversion

The floating charge created under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

- (a) in relation to any Security Asset which is subject to a floating charge if:
 - (i) the Chargor creates or attempts or purports to create any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Lender; or
 - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and

- (b) over all Security assets of the Chargors which are subject to a floating charge if an administrator is appointed in respect of any Chargor, or the Lender receives notice of intention to appoint such administrator (as contemplated by the Insolvency Act 1986).

6.4 Partial Conversion

The giving of a notice by the Lender pursuant to clause 6.1 (*Conversion 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 Lender to serve similar notices in respect of any other class of assets or of any other right of the Lender.

7. Continuing Security

7.1 Continuing security

This Security is continuing and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

7.2 Additional and Separate security

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Lender may at any time hold for any Secured Liability.

7.3 Rights to enforce

This Deed may be enforced against any Chargor without the Lender first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

8. Liability of Chargors relating to Security 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 Security Assets. The Lender is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

9. Accounts

No monies at any time standing to the credit of any account (of any type and however designated) of a Chargor or in which a Chargor has an interest (and no rights and benefits relating thereto) shall be capable of being assigned to any person other than the Lender.

10. Representations

10.1 General

Each Chargor makes the representations and warranties set out in this clause 10 to the Lender.

10.2 Ownership of Security Assets

Each Chargor is the sole legal and beneficial owner of all of the Security Assets identified against its name in schedule 2 (*Details of Security Assets*), except in respect of those Charged Securities (if any) which are stated to be held by a nominee for a Chargor, in which case that Chargor is the beneficial owner only of such Charged Securities.

10.3 Charged Securities

The Charged Securities listed in part 2 of schedule 2 (*Details of Security Assets*) constitute the entire share capital owned by the Chargors in the relevant company and constitute the entire share capital of each such company at the date of this Deed.

10.4 Real Property

Part 1 of schedule 2 (*Details of Security Assets*) identifies all freehold and leasehold Real Property which is beneficially owned by the Chargors at the date of this Deed.

10.5 Time when representations made

- (a) All the representations and warranties in this clause 10 are made by each Chargor on the date of this Deed and (except for those in clause 10.3 (*Charged Securities*) and clause 10.4 (*Real Property*)) are also deemed to be made by each Chargor:
 - (i) on the date of each Utilisation Request and each Utilisation Date; and
 - (ii) on the first day of each Interest Period.
- (b) Each representation or warranty deemed to be made after the date of this Deed shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

11. Undertakings by the Chargors

11.1 Negative pledge and disposals

No Chargor shall do or agree to do any of the following without the prior written consent of the Lender:

- (a) create or permit to subsist any Security on any Security Asset except as expressly permitted under the Facilities Agreement; or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset (except as expressly permitted under the Facilities Agreement).

11.2 Deposit of documents and notices

No Chargor shall:

- (a) unless the Lender otherwise confirms in writing (and without prejudice to clause 11.6(a)), deposit with the Lender:

- (i) all deeds and documents of title relating to the Security Assets; and
 - (ii) all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of a Chargor,
- (each of which the Lender may hold throughout the Security Period); and
- (b) immediately on request by the Lender, affix to any plant, machinery, fixtures, fittings, computers, vehicles, office equipment, other equipment and other asset for the time being owned by it (in a prominent position) a durable notice of this Deed (in any form required by the Lender.

11.3 Real Property

- (a) Each Chargor shall notify the Lender immediately before contracting to purchase any estate or interest in any freehold or leasehold property.
- (b) Each Chargor shall, in respect of any freehold or leasehold Real Property which is acquired by it after the date of this Deed, the title which is registered at the Land Registry or the title to which is required to be so registered:
 - (i) give the Land Registry written notice of this Deed; and
 - (ii) procure that notice of this Deed is clearly noted in the Register to each such title.
- (c) Each Chargor shall grant the Lender on request all facilities within the power of a Chargor to enable the Lender (or its lawyers) to carry out investigations of title to the Real Property and to make all enquiries in relation to any part of the Real Property which a prudent mortgagee might carry out. Those investigations shall be carried out at the expense of the relevant Chargor.
- (d) As soon as reasonably possible following demand by the Lender, each Chargor shall at its own expense provide the Lender with a report as to title of any Chargor to its Real Property (concerning those items which may properly be sought to be covered by a prudent mortgagee in a lawyer's report of this nature).

11.4 Insurance

- (a) Each Chargor shall at all times comply with its obligations as to insurance and the proceeds of insurance contained in the Facilities Agreement (and in particular, clause 22.25 (*Insurance*) of the Facilities Agreement).
- (b) Each Chargor shall notify the Lender if any claim arises or may be made under the Insurances with a value in excess of £10,000.
- (c) Each Chargor shall, subject to the rights of the Lender under clause 11.4(d) below, diligently pursue its rights under the Insurances.
- (d) In relation to the proceeds of Insurances:

- (i) unless otherwise provided in the Facilities Agreement, the Lender shall be first loss payee under any such claim and it shall have the sole right to:
 - (A) settle or sue for any such claim (but before a Default shall do so as agent for the Chargors); and
 - (B) give any discharge for insurance monies where the relevant claim involves an amount in excess of £10,000; and
- (ii) all claims and monies received or receivable under any Insurances shall (subject to the rights or claims of any lessor or landlord of any part of the Security Assets) be applied:
 - (A) in accordance with the Facilities Agreement; or
 - (B) after any notice has been given or rights exercised under clause 23.20 (*Acceleration*) of the Facilities Agreement, in permanent reduction of the Secured Liabilities.

11.5 Dealings with Receivables and operation of Collection Accounts

- (a) Each Chargor shall:
 - (i) without prejudice to clause 11.1 (*Negative pledge and disposals*) (but in addition to the restrictions in that clause), not, without the prior written consent of the Lender, sell, assign, charge, factor or discount or in any other manner deal with any Receivable;
 - (ii) collect all Receivables promptly in the ordinary course of trading as agent for the Lender; and
 - (iii) immediately upon receipt pay all monies which it receives in respect of the Receivables into:
 - (A) such specially designated account(s) with the Lender as the Lender may from time to time direct; or
 - (B) such other account(s) with such other bank as the Lender may from time to time direct,
 (each such account(s) together with all additions to or renewals or replacements thereof (in whatever currency) being a **Collection Account**) and
 - (iv) pending such payment, hold all monies so received upon trust for the Lender;

provided that clause 11.5(a)(i) to 11.5(a)(iv) will not take effect:

 - (A) in relation to the proceeds of any Insurances, if and for so long as the requirements of the Facilities Agreement are complied with; and

- (B) in relation to any other Receivable unless and until the Lender gives a written notice to that effect, which notice may not be given until a Default has occurred.
- (b) Subject to the terms of the Facilities Agreement and clause 11.5(a), the Chargors shall deal with the Receivables (both collected and uncollected) and the Collection Accounts in accordance with any directions given in writing from time to time by the Lender and, in default of and subject to such directions, in accordance with this Deed.
- (c) No Chargor shall withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Collection Account without the prior written consent of the Lender and the Lender shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer.
- (d) Each Chargor shall deliver to the Lender such information as to the amount and nature of its Receivables as the Lender may from time to time reasonably require (taking into account the requirements of the Finance Documents).

11.6 Charged Investments - protection of security

- (a) Each Chargor shall, immediately upon execution of this Deed or (if later) as soon as is practicable after its acquisition of any Charged Securities, by way of security for the Secured Liabilities:
 - (i) deposit with the Lender (or as the Lender may direct) all certificates and other documents of title or evidence of ownership to the Charged Securities and their Related Rights; and
 - (ii) execute and deliver to the Lender:
 - (A) instruments of transfer in respect of the Charged Securities (executed in blank and left undated); and/or
 - (B) such other documents as the Lender shall require to enable it (or its nominees) to be registered as the owner of or otherwise to acquire a legal title to the Charged Securities and their Related Rights (or to pass legal title to any purchaser).
- (b) Each Chargor shall:
 - (i) promptly give notice to any custodian of any agreement with a Chargor in respect of any Charged Investment in a form the Lender may require; and
 - (ii) use its reasonable endeavours to ensure that the custodian acknowledges that notice in a form the Lender may require.
- (c) Each Chargor shall promptly pay all calls or other payments which may become due in respect of its Charged Investments.
- (d) Without limiting its obligations under the Facilities Agreement, each Chargor shall comply with all requests for information within its knowledge relating to the Charged

Investments which are made under section 793 of the Companies Act 2006 or which could be made under section 793 if the relevant company were a public limited company or under any similar provision contained in the articles of association or other constitutional documents of the relevant company relating to the Charges Investments and, if it fails to do so, the Lender may provide such information as it may have on behalf of any Chargor.

11.7 Rights of the Parties in respect of Charged Investments

- (a) Until an Event of Default occurs, the Chargers shall, subject to the terms of the Facilities Agreement, be entitled to:
 - (i) receive and retain all dividends, distributions and other monies paid on or derived from its Charged Securities; and
 - (ii) exercise all voting and other rights and powers attaching to its Charged Securities, provided that it must not do so in a manner which:
 - (A) has the effect of changing the terms of such Charged Securities (or any class of them) or of any Related Rights unless permitted by the Finance Documents; or
 - (B) is prejudicial to the interests of the Lender.
- (b) At any time following the occurrence of an Event of Default which is continuing, the Lender may complete the instrument(s) of transfer for all or any Charged Securities on behalf of any Chargor in favour of itself or such other person as it may select.
- (c) At any time when any Charged Security is registered in the name of the Lender or its nominee, the Lender shall be under no duty to:
 - (i) ensure that any dividends, distributions or other monies payable in respect of such Charged Security are duly and promptly paid or received by it or its nominee;
 - (ii) verify that the correct amounts are paid or received; or
 - (iii) take any action in connection with the taking up of any (or any offer of any) Related Rights in respect of or in substitution for, any such Charged Security.

11.8 Security Assets generally

Each Chargor shall:

- (a) notify the Lender within 14 days of receipt of every material notice, order, application, requirement or proposal given or made in relation to the Security Assets by any competent authority, and (if required by the Lender):
 - (i) immediately provide it with a copy of the same; and

- (ii) either (A) comply with such notice, order, application, requirement or proposal or (B) make such objections to the same as the Lender may require or approve,
- (b) pay all rates, rents and other outgoings owed by it in respect of the Security Assets;
- (c) comply with:
 - (i) all obligations in relation to the Security Assets under any present or future regulation or requirement of any competent authority or any Authorisation; and
 - (ii) all covenants and obligations affecting any Security Asset (or its manner of use);
- (d) maintain in good and substantial working order and condition (ordinary wear and tear excepted) all of the Security Assets necessary or desirable for the conduct of its business;
- (e) not, except with the prior written consent of the Lender enter into any onerous or restrictive obligation affecting any part of any of the Security Assets (except as expressly permitted under the Facilities Agreement);
- (f) provide the Lender with all information which it may reasonably request in relation to the Security Assets; and
- (g) not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect).

11.9 Access

Each Chargor shall permit the Lender and any person nominated by it at all reasonable times with reasonable notice to enter any part of the Real Property and view the state of it.

12. Power to Remedy

12.1 Power to Remedy

If at any time a Chargor does not comply with any of its obligations under the Finance Documents, the Lender (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. Each Chargor irrevocably authorises the Lender and its employees and agents by way of security to do all such things (including entering the property of any Chargor) which are necessary or desirable to rectify that default.

12.2 Mortgagee in possession

The exercise of the powers of the Lender under this clause 12 shall not render it liable as a mortgagee in possession.

12.3 Monies Expended

Each Chargor shall pay to the Lender on demand any monies which are expended by the Lender in exercising its powers under this clause 12, together with interest at the Default Rate from the date on which those monies were expended by the Lender (both before and after judgment) and otherwise in accordance with clause 2.2 (*Default interest*).

13. When Security becomes Enforceable

13.1 When enforceable

This Security shall become immediately enforceable upon the occurrence of an Event of Default and shall remain so for so long as such Event of Default is continuing.

13.2 Statutory Powers

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Event of Default and for so long as such Event of Default is continuing.

13.3 Enforcement

After this Security has become enforceable, the Lender may in its absolute discretion enforce all or any part of this Security in such manner as it sees fit.

14. Enforcement of Security

14.1 General

For the purposes of all rights and powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to this Security.

14.2 Powers of leasing

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

14.3 Powers of Lender

- (a) At any time after this Security becomes enforceable (or if so requested by a Chargor by written notice at any time), the Lender may without further notice (unless required by law):
 - (i) appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or
 - (ii) appoint or apply for the appointment of any person who is appropriately qualified as administrator of the Chargors; and/or

- (iii) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or
 - (iv) exercise (in the name of the Chargors and without any further consent or authority of the Chargors) any voting rights and any powers or rights which may be exercised by any person(s) in whose name any Charged Investment is registered or who is the holder of any of them.
- (b) The Lender is not entitled to appoint a Receiver in respect of any Security Assets of the Chargors which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Chargors.

14.4 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Lender may:
- (i) redeem any prior Security against any Security Asset; and/or
 - (ii) procure the transfer of that Security to itself; and/or
 - (iii) settle and pass the accounts of the holder of any prior Security and any accounts so settled and passed shall be conclusive and binding on the Chargors.
- (b) All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the Chargors to the Lender on demand.

14.5 Privileges

- (a) Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.
- (b) To the extent that the Security Assets constitute financial collateral and this Deed and the obligations of the Chargors under this Deed constitute a security financial collateral arrangement (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003) (SI 2003 No 3226) each Receiver and the Lender shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.
- (c) For the purpose of clause 14.5(b), the value of the financial collateral appropriated shall be such amount as the Receiver or Lender reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

14.6 No liability

- (a) Neither the Lender nor any Receiver shall be liable:
 - (i) in respect of all or any part of the Security Assets; or
 - (ii) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).
- (b) Without prejudice to the generality of clause 14.6(a), neither the Lender nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

14.7 Protection of third parties

No person (including a purchaser) dealing with the Lender or any Receiver or Delegate will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Lender or the Receiver is purporting to exercise has become exercisable;
- (c) whether any money remains due under any Finance Document; or
- (d) how any money paid to the Lender or to the Receiver is to be applied.

15. Receiver

15.1 Removal and Replacement

The Lender may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Insolvency Act 1986) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated.

15.2 Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document).

15.3 Remuneration

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender (or, failing such agreement, to be fixed by the Lender).

15.4 Payment by Receiver

Only monies actually paid by a Receiver to the Lender in relation to the Secured Liabilities shall be capable of being applied by the Lender in discharge of the Secured Liabilities.

15.5 Agent of Chargor

Any Receiver shall be the agent of the Chargors in respect of which it is appointed. Such Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. The Lender shall not incur any liability (either to the Chargors or to any other person) by reason of the appointment of a Receiver or for any other reason.

16. Powers of Receiver

16.1 General Powers

Any Receiver shall have:

- (a) all the powers which are conferred on the Lender by clause 14.3 (Powers of Lender);
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act;
- (c) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986; and
- (d) all powers which are conferred by any other law conferring power on receivers.

16.2 Additional Powers

In addition to the powers referred to in clause 16.1 (*General Powers*), a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;
- (b) to manage the Security Assets and the business of the Chargors as he thinks fit;
- (c) to redeem any Security and to borrow or raise any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act, and, without limitation;
 - (i) fixtures may be severed and sold separately from the Real Property containing them, without the consent of the Chargors;
 - (ii) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the

amount of such consideration may be dependent upon profit or turnover or be determined by a third party); and

- (iii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;
- (e) to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which the Chargors was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land);
- (f) to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the Chargors and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, the Chargors;
- (g) to take any such proceedings (in the name of any of the Chargors or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- (h) to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- (i) to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as the Lender shall direct);
- (j) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm);
- (k) to form one or more Subsidiaries of the Chargors and to transfer to any such Subsidiary all or any part of the Security Assets;
- (l) to operate any rent review clause in respect of any Real Property in respect of which he was appointed (or any part thereof) and to apply for any new or extended lease; and
- (m) to:
 - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset;
 - (ii) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets; and

- (iii) use the name of the Chargors for any of the above purposes.

17. Application of Proceeds

17.1 Application

All monies received by the Lender or any Receiver after this Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to this Security) be applied in the following order:

- (a) first, in satisfaction of, or provision for, any sums owing to the Lender, any Receiver or any Delegate;
- (b) secondly, in satisfaction of, or provision for, all costs, charges and expenses incurred by the Lender in connection with any realisation or enforcement of this Security taken in accordance with the terms of any Finance Document;
- (c) thirdly, in or towards satisfaction of the remaining Secured Liabilities in accordance with clause 17.3 (*Appropriation and suspense account*); and
- (d) fourthly, in payment of any surplus to the Chargor or other person entitled to it.

17.2 Contingencies

If this Security is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), the Lender or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Lender may determine).

17.3 Appropriation and suspense account

- (a) Subject to clause 17.1 (*Application*), the Lender shall apply all payments received in respect of the Secured Liabilities in reduction of any part of the Secured Liabilities in any order or manner which it may determine.
- (b) Any such appropriation shall override any appropriation by the Chargors.
- (c) All monies received, recovered or realised by the Lender under or in connection with this Deed may at the discretion of the Lender be credited to a separate interest-bearing suspense account for so long as the Lender determines (with interest accruing thereon at such rate (if any) as the Lender may determine without the Lender having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Liabilities.

18. Set-off

18.1 Set-off rights

- (a) The Lender may (but shall not be obliged to) set off any obligation which is due and payable by the Chargors and unpaid (whether under the Finance Documents or which has been assigned to the Lender by any other Chargor) against any obligation

(whether or not matured) owed by the Lender to the Chargors regardless of the place of payment, booking branch or currency of either obligation.

- (b) At any time after this Security has become enforceable (and in addition to its rights under clause 18.1(a)), the Lender may (but shall not be obliged to) set-off any contingent liability owed by the Chargors under any Finance Document against any obligation (whether or not matured) owed by the Lender to the Chargors, regardless of the place of payment, booking branch or currency of either obligation.
- (c) If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (d) If either obligation is unliquidated or unascertained, the Lender may set off in an amount estimated by it in good faith to be the amount of that obligation.

18.2 Time deposits

Without prejudice to clause 18.1 (Set-off), if any time deposit matures on any account which the Chargors have with the Lender at a time within the Security Period when:

- (a) this Security has become enforceable; and
- (b) no Secured Liability is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Lender in its absolute discretion considers appropriate unless the Lender otherwise agrees in writing.

19. Delegation

Each of the Lender and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Lender nor any Receiver shall be in any way liable or responsible to the Chargors for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

20. Further Assurances

20.1 Further Action

Each Chargor shall at its own expense, immediately do all acts and execute all documents as the Lender or a Receiver may reasonably specify (and in such form as the Lender or a Receiver may reasonably require) for:

- (a) creating, perfecting or protecting the Security intended to be created by this Deed or any other Security Document;
- (b) facilitating the realisation of any Security Asset;
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Lender or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law; or

- (d) creating and perfecting Security in favour of the Lender over any property and assets of that Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to this Deed or any other Security Document.
- (e) This includes:
 - (i) the re-execution of this Deed or such Security Document;
 - (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Lender or to its nominee; and
 - (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Lender may think expedient.

20.2 Finance Documents

Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender by or pursuant to the Finance Documents.

20.3 Specific security

Without prejudice to the generality of clause 20.1 (*Further Action*), each Chargor will immediately upon request by the Lender execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under this Deed (including any fixed security arising or intended to arise pursuant to clause 6 (*Conversion of floating charge*)).

21. Power of Attorney

Each Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any Delegate to be its attorney to take any action whilst an Event of Default is continuing or enforcement of this Security has occurred which the Chargors are obliged to take under this Deed, including under clause 20 (*Further assurances*) or, if no Event of Default is continuing, which any Chargor has failed to take. Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

22. Currency Conversion

All monies received or held by the Lender or any Receiver under this Deed may be converted from their existing currency into such other currency as the Lender or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Liabilities in that other currency at the Lender's spot rate of exchange. The Chargors shall indemnify the Lender against all costs, charges and expenses incurred in relation to such

conversion. Neither the Lender nor any Receiver shall have any liability to the Chargors in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

23. Additional Chargors

23.1 Delivery of a Security Accession Deed

- (a) The Company may request that any other company (the **New Chargor**) becomes a Chargor.
- (b) The New Chargor shall become a Chargor if:
 - (i) the Company and the New Chargor deliver to the Lender a duly completed and executed Security Accession Deed; and
 - (ii) the Company confirms that no Default is continuing or would occur as a result of the New Chargor becoming a Chargor.

23.2 Repetition of Representations

Delivery of a Security Accession Deed constitutes confirmation by the New Chargor 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.

24. Changes to the Parties

24.1 Chargors

No Chargor may assign any of its rights or obligations under this Deed.

24.2 Lender

The Lender may assign or transfer all or any part of its rights under this Deed pursuant to the resignation or removal of the Lender in accordance with the Facilities Agreement. The Chargors shall, immediately upon being requested to do so by the Lender, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

25. Miscellaneous

25.1 New Accounts

- (a) If the Lender receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security (other than a Permitted Security) affecting any Security Asset and/or the proceeds of sale of any Security Asset or any guarantee under the Finance Documents ceases to continue in force, it may open a new account or accounts for the Chargors. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice.
- (b) As from that time all payments made to the Lender will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Liabilities.

25.2 Tacking

- (a) The Lender shall perform its obligations under the Facilities Agreement (including any obligation to make available further advances).
- (b) This Deed secures advances already made and further advances to be made.

25.3 Land Registry

- (a) Each Chargor shall apply to the Chief Land Registrar (and consents to such an application being made by or on behalf of the Lender) for a restriction in the following terms to be entered on the Register of Title relating to any property registered at the Land Registry (or any unregistered land subject to first registration) and against which this Deed may be noted:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] 2019 in favour of [●] referred to in the charges register or their conveyancer."

- (b) Each Chargor:
 - (i) authorises the Lender to make any application which the Lender deems appropriate for the designation of this Deed, the Facilities Agreement or any other Finance Document as an exempt information document under rule 136 of the Land Registration Rules 2003;
 - (ii) shall use its best endeavours to assist with any such application made by or on behalf of the Lender; and
 - (iii) shall notify the Lender in writing as soon as it receives notice of any person's application under rule 137 of the Land Registration Rules 2003 for the disclosure of this Deed, the Facilities Agreement or any other Finance Document following its designation as an exempt information document.
- (c) No Chargor shall make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document.
- (d) Each Chargor shall promptly make all applications to and filings with the Land Registry which are necessary or desirable under the Land Registration Rules 2003 to protect this Security.

25.4 Protective clauses

Each Chargor is deemed to be a principal debtor in relation to this Deed. The obligations of the Chargors under, and the security intended to be created by, this Deed shall not be impaired by any forbearance, neglect, indulgence, extension or time, release, surrender or loss of securities, dealing, amendment or arrangement by the Lender which would otherwise

have reduced, released or prejudiced this Security or any surety liability of any Chargor (whether or not known to it or to the Lender).

26. Notices

26.1 Facilities Agreement

Subject to clause 26.2 (*Notices through Company*):

- (a) clause 29 (*Notices*) of the Facilities Agreement is incorporated into this Deed as if fully set out in this Deed; and
- (b) the address of each Party for all communications or documents given under or in connection with this Deed are those identified with its name in the execution pages to this Deed or subsequently notified from time to time by the relevant Party for the purposes of the Facilities Agreement or this Deed.

26.2 Notices through Company

- (a) All communications and documents from the Chargors shall be sent through the Company and all communications and documents to the Chargors may be sent through the Company.
- (b) Any communication or document made or delivered to the Chargor in accordance with this clause 26 will be deemed to have been made or delivered to the Company.

27. Calculations and Certificates

Any certificate of or determination by the Lender specifying the amount of any Secured Liability due from any Chargor (including details of any relevant calculation thereof) is, in the absence of manifest error, conclusive evidence against that Chargor of the matters to which it relates.

28. Partial Invalidity

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

29. Remedies and Waivers

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

30. Amendments and Waivers

Any provision of this Deed may be amended only if the Lender and the Chargors so agree in writing and any breach of this Deed may be waived before or after it occurs only if the Lender so agrees in writing. A waiver given or consent granted by the Lender under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

31. Counterparts

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

32. Release

32.1 Release

Upon the expiry of the Security Period (but not otherwise) the Lender shall, at the request and cost of the Chargors, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Security.

32.2 Reinstatement

Where any discharge (whether in respect of the obligations of the Chargors or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargors under this Deed shall continue as if the discharge or arrangement had not occurred. The Lender may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

33. Governing Law and Enforcement

- (a) This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture) (a **Dispute**).
- (c) 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.
- (d) This clause 33 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

IN WITNESS of which this Deed has been duly executed by each Chargor as a deed and duly executed by the Lender and has been delivered on the first date specified on page 1 of this Deed.

SCHEDULE 1**The Chargers**

Name	Company number	Registered Address	Jurisdiction of Incorporation
Bristol Bidco Limited	11763440	Corpacq House, 1 Goose Green, Altrincham, Cheshire, WA14 1DW	England and Wales
Bristol Holdco Limited	12099359	Corpacq House, 1 Goose Green, Altrincham, Cheshire, WA14 1DW	England and Wales

SCHEDULE 2

Details of Security Assets

Part 1 - Real Property

None

Part 2 - Charged Securities

Chargor	Name of company in which share are held	Class of shares held	Number of shares held	Issued share capital
Bristol Holdco Limited	Bristol Bidco Limited	Ordinary	670	£0.01
Bristol Bidco Limited	W.H.Good Group Limited	Ordinary	435,300	£1.00

Part 3 - Charged Accounts

None

Part 4 - Relevant Contracts

None

Part 5 - Insurances

None

Part 6 - Chargor Loans

None

Part 7 - Intellectual Property

None

SCHEDULE 3

Form of Notice to and Acknowledgement from Account Bank

To: *[insert name and address of Account Bank]* (the **Account Bank**)

Dated [**+**] 2019

Dear Sirs

1. We refer to the account of [**+**] (the **Chargor**) with you numbered [**+**] (the **Charged Account**).
2. We give notice that, by a debenture dated [**+**] 2019 (the **Debenture**), we have charged to [**+**] (the **Lender**) by way of fixed charge:
 - (a) all our present and future right, title and interest in and to the Charged Account, all monies standing to the credit of the Charged Accounts and all additions to or renewals or replacements thereof (in whatever currency); and
 - (b) all interest from time to time accrued or accruing on the Charged Account, any investment made out of any such monies or account and all rights to repayment of any of the foregoing by you.
3. We irrevocably authorise and instruct you until you receive written notice from the Lender to the contrary:
 - (a) (following receipt of notice from the Lender that an Event of Default has occurred and is continuing) to pay all or any part of monies from time to time standing to the credit of the Charged Account to the Lender (or as it may direct) promptly following receipt of written instructions from the Lender to that effect;
 - (b) to disclose to the Lender any information relating to the Chargor and the Charged Account which the Lender may from time to time request you to provide; and
 - (c) following receipt of notice from the Lender stating that an Event of Default has occurred and is continuing not to permit the Chargor to receive, withdraw or otherwise transfer any credit balance from time to time on the Charged Account without first obtaining the consent in writing of the Lender.
4. This notice may only be revoked or amended with the prior written consent of the Lender.
5. Please confirm by completing the enclosed copy of this notice and returning it to the Lender (with a copy to [each][the] **Chargor**) that you agree to the above and that:
 - (a) you accept the authorisations and instructions contained in this notice and you undertake to comply with this notice;
 - (b) you have not, at the date this notice is returned to the Lender, received notice of any assignment or charge of or claim to the monies standing to the credit of any Charged

Account or the grant of any security or other interest over those monies or any Charged Account in favour of any third party and you will notify the Lender promptly if you should do so in the future; and

- (c) you do not at the date of this notice and will not, except as expressly permitted by this notice, in the future exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts.

6. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English Law.

Yours faithfully

For and behalf of
[NAME OF CHARGOR]

Name _____

Title _____

[on copy]

To: [+]
 as Lender
 [ADDRESS]

Copy to: [NAME OF THE CHARGOR]

We acknowledge receipt of the above notice. We confirm and agree:

- (a) that the matters referred to in it do not conflict with the terms which apply to any Charged Account; and
- (b) the matters set out in paragraph [3] of the above notice.

for and on behalf of
[NAME OF ACCOUNT BANK]

Dated [+] 2019

SCHEDULE 4

Form of Notice to and Acknowledgement by Party to Relevant Contract or Chargor Loan

To: [Insert name and address of relevant party]

Dated: [•] 2019

Dear Sirs

re: [describe Relevant Contract or Chargor Loan] dated [•] 2019 between (1) you and (2) [•] (the Chargor)

1. We give notice that, by a debenture dated [•] 2019 (the **Debenture**), we have assigned to [•] (the **Lender**) as Lender for certain banks and others (as referred to in the Debenture) all our present and future right, title and interest in and to [insert details of Relevant Contract or Chargor Loan together with any other agreement supplementing or amending the same (together, the **Agreement**)] including all rights and remedies in connection with the Agreement and all proceeds and claims arising from the Agreement.
2. We irrevocably authorise and instruct you from time to time:
 - 2.1 to disclose to the Lender at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure), such information relating to the Agreement as the Lender may from time to time request;
 - 2.2 to hold all sums from time to time due and payable by you to us under the Agreement to the order of the Lender;
 - 2.3 to pay or release all or any part of the sums from time to time due and payable by you to us under the Agreement only in accordance with the written instructions given to you by the Lender from time to time;
 - 2.4 to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Debenture or the Agreement or the debts represented thereby which you receive at any time from the Lender without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction; and
 - 2.5 to send copies of all notices and other information given or received under the Agreement to the Lender.
3. We are not permitted to receive from you, otherwise than through the Lender, any amount in respect of or on account of the sums payable to us from time to time under the Agreement or to agree any amendment or supplement to, or waive any obligation under, the Agreement without the prior written consent of the Lender.
4. This notice may only be revoked or amended with the prior written consent of the Lender.
5. Please confirm by completing the enclosed copy of this notice and returning it to the Lender (with a copy to us) that you agree to the above and that:

- 5.1 you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;
- 5.2 you have not, at the date this notice is returned to the Lender, received notice of the assignment or charge, the grant of any security or the existence of any other Interest of any third party in or to the Agreement or any proceeds of it and you will notify the Lender promptly if you should do so in future;
- 5.3 you will not permit any sums to be paid to us or any other person (other than the Lender) under or pursuant to the Agreement without the prior written consent of the Lender; and
- 5.4 you will not exercise any right to terminate the Agreement or take any action to amend or supplement the Agreement without the prior written consent of the Lender.
6. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

for and on behalf of
[NAME OF CHARGOR]

[On copy]

To: [+]
 as Lender
 [ADDRESS]

Copy to: [NAME OF CHARGOR]

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraph [5] in the above notice,

for and on behalf of
[+]

Dated [+] 2019

SCHEDULE 5

Form of Notice to and Acknowledgement by Insurers

To: [insert name and address of insurer]

Dated: [•] 2019

Dear Sirs

[DESCRIBE INSURANCE POLICIES] dated [•] 2019 between (1) you and (2) [•] (the **Chargor**)

1. We give notice that, by a debenture dated [•] 2019 (the **Debenture**), we have [assigned] to [•] (the **Lender**) as Lender for certain banks and others (as referred to in the **Debenture**) all our present and future right, title and interest in and to the policies described above (together with any other agreement supplementing or amending the same, the **Policies**) including all rights and remedies in connection with the **Policies** and all proceeds and claims arising from the **Policies**.
2. We irrevocably authorise and instruct you from time to time:
 - 2.1 to disclose to the Lender at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure) such information relating to the **Policies** as the Lender may from time to time request;
 - 2.2 to hold all sums from time to time due and payable by you to us under the **Policies** to the order of the Lender;
 - 2.3 to pay or release all or any part of the sums from time to time due and payable by you to us under the **Policies** only in accordance with the written instructions given to you by the Lender from time to time;
 - 2.4 to comply with any written notice or instructions in any way relating to (or purporting to relate to) the **Debenture**, the sums payable to us from time to time under the **Policies** or the debts represented by them which you may receive from the Lender (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction); and
 - 2.5 to send copies of all notices and other information given or received under the **Policies** to the Lender.
3. We irrevocably instruct you, with effect from the date of this notice, to note on the relevant **Policies** the Lender's interest as first loss payee and as first priority assignee of the **Policies** and the rights, remedies, proceeds and claims referred to above.
4. We are not permitted to receive from you, otherwise than through the Lender, any amount in respect of or on account of the sums payable to us from time to time under the **Policies** [in excess of £[•]] or to agree any amendment or supplement to, or waive any obligation under, the **Policies** without the prior written consent of the Lender.

5. This notice may only be revoked or amended with the prior written consent of the Lender.
6. Please confirm by completing the enclosed copy of this notice and returning it to the Lender (with a copy to us) that you agree to the above and that:
 - 6.1 you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;
 - 6.2 you have not, at the date this notice is returned to the Lender, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Policies or any proceeds of them or any breach of the terms of any Policy and you will notify the Lender promptly if you should do so in future;
 - 6.3 you will not permit any sums to be paid to us or any other person under or pursuant to the Policies without the prior written consent of the Lender; and
 - 6.4 you will not exercise any right to terminate, cancel, vary or waive the Policies or take any action to amend or supplement the Policies without the prior written consent of the Lender.
7. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

for and on behalf of
[NAME OF CHARGOR]

[on copy]

To: [+]
 as Lender
 [ADDRESS]

Copy to: [NAME OF CHARGOR]

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraph [6] in the above notice.

for and on behalf of
[+]

Dated: [+] 2019

SCHEDULE 6
Form of Security Accession Deed

Dated

BETWEEN:

- (1) [•], a company incorporated under the laws [] registered number [•] (the **New Chargor**);
- (2) [•], a company incorporated under the laws [] with registered number [•] (the **Company**) for itself and as agent for and on behalf of each of the existing Chargors; and
- (3) [] (the **Lender**).

RECITALS

This deed is supplemental to a debenture dated [•] between, among others, the Company, and the Lender (as supplemented and amended from time to time, the **Debenture**).

THIS DEED WITNESSES

1. Definitions and Interpretation

1.1 Definitions

Words and expressions defined in the Debenture shall have the same meanings in this Deed.

1.2 Construction

- (a) The principles of construction set out in clause 1.2 (*Interpretation*) of the Debenture shall apply to this Deed, insofar as they are relevant to it, as they apply to the Debenture.
- (b) The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to **this Deed** or **this Debenture** will be deemed to include this Deed.

2. Accession of New Chargor

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

3. Creation of Security

The New Chargor mortgages, charges and assigns to the Lender all its business, undertaking and assets on the terms of clause 3 (*Grant of Security*) of the Debenture provided that:

- 3.1 the Real Property charged by way of first legal mortgage shall be the Real Property referred to in schedule 1 (*Real Property*);
- 3.2 the Charged Securities charged by way of fixed charge shall include the Charged Securities referred to in schedule 2 (*Charged Securities*);
- 3.3 the Accounts charged by way of fixed charge shall include those set out in Schedule 3 (*Accounts*);
- 3.4 the Chargor Loans assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Chargor Loans set out in schedule 4 (*Chargor Loans*);
- 3.5 the Relevant Contracts assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Relevant Contracts set out in schedule 5 (*Relevant Contracts*);
- 3.6 the Insurances assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Insurances set out in schedule 6 (*Insurances*);
- 3.7 the Intellectual Property charged by way of fixed charge shall include the Intellectual Property referred to in schedule 7 (*Intellectual Property*).

4. Consent of existing Chargors

The existing Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect the Security granted by each of them under (and covenants given by each of them in) the Debenture.

5. Negative Pledge

Clause 11.1 (*Negative pledge and disposals*) of the Debenture shall be deemed to be incorporated in full in this Deed.

6. Notices

The New Chargor confirms that its address details for notices in relation to clause 26 (*Notices*) of the Debenture are as follows:

Address: [•]

Attention: [•]

7. Governing Law

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

EXECUTED as a **DEED** and delivered on the date appearing at the beginning of this Deed.

Schedule 1 Real Property

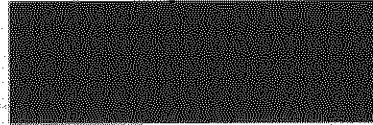
Schedule 2 Charged Securities

Schedule 3 Charged Accounts
Schedule 4 Chargor Loans
Schedule 5 Relevant Contracts
Schedule 6 Insurances
Schedule 7 Intellectual Property

SIGNATURE PAGES

THE CHARGORS

EXECUTED (but not delivered until the date hereof) as a **DEED** by **BRISTOL BIDCO LIMITED** acting by **PHILLIP MILWARD**, a director, in the presence of:



DIRECTOR

WITNESS

Signature:



Name:

Rachel Hiney

Address:

BEYOND CORPORATE LIMITED
SOLICITORS
2nd FLOOR
COMMERCIAL WHARF
6 COMMERCIAL STREET
MANCHESTER
M15 4PZ

Occupation:

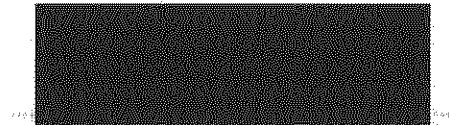
paralegal

Notice details for BRISTOL BIDCO LIMITED

Address: Corpacq House, 1 Goose Green, Altrincham, Cheshire WA14 1DW

Attention: Nicholas Cattell

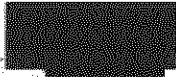
EXECUTED (but not delivered until the date hereof) as a **DEED** by **BRISTOL HOLDCO LIMITED** acting by **PHILLIP MILWARD**, a director, in the presence of:



DIRECTOR

WITNESS

Signature:



Name:

Rachel Hiney

Address:

BEYOND CORPORATE LIMITED
SOLICITORS
2nd FLOOR
COMMERCIAL WHARF
6 COMMERCIAL STREET
MANCHESTER
M15 4PZ

Occupation:

paralegal

Notice details for BRISTOL HOLDCO LIMITED

Address: Corpacq House, 1 Goose Green, Altrincham, Cheshire WA14 1DW

Attention: Nicholas Cattell

THE LENDER

**EXECUTED as a DEED by
PREFEQUITY PRIVATE CAPITAL I
S.A.R.L., a company incorporated in
Luxembourg, acting
by**

SIGNATURE OF AUTHORISED SIGNATORY

who, in accordance with the laws of that
territory, is acting under the authority of
the company

WITNESS

Signature:

Name:

Address:

.....

.....

Occupation:

Notice details for PREFEQUITY PRIVATE CAPITAL I S.A.R.L.

Address: 6 rue Gabriel Lippmann L- 5365 Munsbach, Luxembourg

Attention: Sue Sugrue