

MR01

Particulars of a charge

187148-865-00

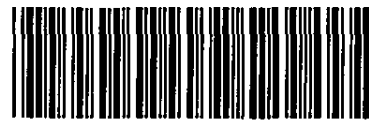
Laserform

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where the charge is
instrument Use form MR02



A09 04/04/2015 #371
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**

1 Company details

Company number 0 2 8 7 0 2 2 0

Company name in full Defagto Ltd

0 0 0 8 For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 03 00 ✓ 00 03 ✓ 02 00 01 05 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Synova Capital General Partner 4 Limited in its
capacity as general partner of Synova Capital

Name General Partnership II LP (as Security Trustee)

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Not applicable

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box

☒ Yes☐ No

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Addleshaw Goddard LLP X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record

Contact name ENGLCA/338093-1

Company name Addleshaw Goddard LLP

Address Milton Gate

60 Chiswell Street

Post town London

County/Region

Postcode E C 1 Y 4 A G

Country United Kingdom

DX 47 London

Telephone 020 7606 8855



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland.
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

CHFP025

06/14 Version 2.0



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2870220

Charge code: 0287 0220 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th March 2015 and created by DEFAQTO LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th April 2015.

DX

Given at Companies House, Cardiff on 17th April 2015



Companies House



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

WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY (AS REDACTED) OF
THE ORIGINAL

EXECUTION VERSION

Addleshaw Goddard LLP

DATE 02-04-15
ADDLESHAW GODDARD LLP

DATE: 30 MARCH 2015

DEBENTURE

Between

REGULUS MIDCO LIMITED
(as Parent)

THE SUBSIDIARIES LISTED IN SCHEDULE 1
(together with the Parent, the Original Chargors)

and

SYNOVA CAPITAL GENERAL PARTNER 4 LTD
IN ITS CAPACITY AS GENERAL PARTNER OF SYNOVA CAPITAL GENERAL
PARTNERSHIP II LP
(as Security Trustee)

ADDLESHAW GODDARD

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This Debenture is made on 30 MARCH 2015

BETWEEN

- (1) **REGULUS MIDCO LIMITED**, a company registered in England and Wales with registered number 09467813 and having its registered office at [100 Barbirolli Square, Manchester, United Kingdom M2 3AB] (the "**Parent**"),
- (2) **THE SUBSIDIARIES OF THE PARENT** listed in schedule 1 (together with the Parent, the "**Original Chargors**"), and
- (3) **SYNOVA CAPITAL GENERAL PARTNER 4 LTD**, a company registered in England and Wales with registered number 9227597 and having its registered office at 5 Welbeck Street, London W1G 9YQ, in its capacity as general partner of **Synova Capital General Partnership II LP**, a company registered in Scotland with registered number SL 13663 and having its registered office at 50 Lothian Road, Festival Square, Edinburgh, Scotland EH3 9WJ, which is the general partner of **Synova Capital Fund II LP** (registered number LP015649) a limited partnership registered under the Limited Partnerships Act 1907 whose principal place of business is at 5 Welbeck Street, London W1G 9YQ (the "**Security Agent**")

WHEREAS

- (A) The Original Chargors have created Security pursuant to the terms of the First Ranking Debenture
- (B) The Original Chargors have agreed to enter into this Deed in order to create Security which shall rank and secure the Secured Obligations subject only to the prior ranking of any Security existing under the First Ranking Debenture and any other Security existing under the Transaction Security Documents
- (C) The Security Agent has been appointed pursuant to the Security Trust Deed to, inter alia, hold the assets secured by, and the rights and powers given under and pursuant to this Deed, including, without limitation, the covenants given in respect of the obligations under the Loan Note Security Documents on trust for the Secured Parties on the terms as set out in the Security Trust Deed

IT IS AGREED

1 DEFINITIONS AND INTERPRETATION

Definitions

1.1 In this Deed

"**Account**" has the meaning given to it in clause 3.6 (First fixed charges)

"**Additional Chargor**" a company which creates Security over its assets in favour of the Security Agent by executing a Security Deed of Accession

"**Chargor**" an Original Chargor or an Additional Chargor

"**Company**" Regulus Bidco Limited, a company registered in England and Wales with registered number 09467813 and having its registered office at [100 Barbirolli Square, Manchester, United Kingdom M2 3AB]

"**Chattels**" has the meaning given to it in clause 3.6.4 (First fixed charges)

"Debts" has the meaning given to it in clause 3.6.7 (First fixed charges)

"Declared Default" an event which has resulted in the Secured Parties exercising any of their rights to accelerate pursuant to the Subordinated Creditor Documents

"Delegate" any delegate, agent, nominee, attorney or co-trustee appointed by the Security Agent

"Facilities Agreement" the facilities agreement between the Parent, the subsidiaries of the Parent as Original Borrowers, the Parent and the subsidiaries of the Parent as Original Guarantors (each as defined therein) and HSBC Bank PLC dated on or about the date of this Deed under which HSBC Bank PLC agrees to make available to the Original Borrowers term loan and revolving credit facilities

"First Ranking Debenture" means the debenture made on or about the date hereof between the Original Chargors and HSBC Bank PLC

"Fixtures" in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of this Deed on that Secured Property

"Floating Charge Assets" all the assets and undertaking from time to time subject to the floating charge created under clause 3.7 (Floating charge)

"Insurance Policies" in respect of a Chargor, all policies of insurance, relating to the Secured Property present and future in which it has an interest

"Intellectual Property" the intellectual property listed in schedule 8 (Intellectual Property) (if any)

"Intercreditor Deed" the intercreditor deed made between, among others, the Parent, the Parent and the subsidiaries of the Parent as Original Debtors and Intra-Group Lenders, the Subordinated Creditors and HSBC Bank PLC, (each as defined therein) dated on or about the date of this Deed

"Investments" any shares, stocks, debenture security, securities, bonds and investments of any type (other than the Subsidiary Shares) whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the relevant Chargor or by a trustee or clearance system or nominee

"Liabilities" has the meaning given to the term "Subordinated Liabilities" in the Intercreditor Deed

"Loan Note Security Documents" has the meaning given to it in the Facilities Agreement

"Party" a party to this Deed

"Premises" any building on a Secured Property

"Properties" the properties listed in schedule 2 (Properties) (if any)

"Receiver" any receiver, manager or administrative receiver appointed by the Security Agent in respect of any Chargor or any of the Secured Assets

"Related Rights" in respect of any Investment or Subsidiary Share

- (a) all monies paid or payable in respect of that Investment or Subsidiary Share (whether as income, capital or otherwise)
- (b) all shares, investments or other assets derived from that Investment or Subsidiary Share and
- (c) all rights derived from or incidental to that Investment or Subsidiary Share

"Relevant Agreement" each agreement designated as a Relevant Agreement by the Security Agent and the Company in writing

"Relevant Policies" all Insurance Policies (other than policies in respect of third party liability) together with all monies payable in respect of those policies

"Secured Assets" in respect of any Chargor, all of its assets and undertaking the subject of any Security created by, under or supplemental to, this Deed in favour of the Security Agent

"Secured Obligations" all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any Chargor to the Secured Parties under the Subordinated Creditor Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity

"Secured Parties" the Security Agent, any Receiver or Delegate and each of the Subordinated Creditors from time to time but, in the case of each Subordinated Creditor, only if it is a party to the Intercreditor Deed or has acceded to the Intercreditor Deed, in the appropriate capacity, pursuant to clause 16.2 (Change of Subordinated Creditor) of the Intercreditor Deed and **"Secured Party"** means any of them

"Secured Property" at any time the Properties and all other freehold or leasehold or commonhold property which is (if leasehold of a term longer than 25 years remaining on the lease) subject to any Security created by, under or supplemental to this Deed

"Security Deed of Accession" a deed in the form set out in schedule 8 (Form of Security Deed of Accession) by which a person will become a party to this Deed as a Chargor

"Security Period" the period beginning on the date of this Deed and ending on the date on which the Security Agent is satisfied acting in good faith, that the Secured Obligations have been irrevocably and unconditionally satisfied in full

"Security Trust Deed" means the deed entered into between the Security Agent and the Subordinated Creditors on or about the date of this Deed

"Subordinated Creditor" has the meaning given to it in the Intercreditor Deed

"Subordinated Creditor Documents" has the meaning given to it in the Intercreditor Deed

"Subordinated Creditor Security" has the meaning given to it in the Intercreditor Deed

"Subsidiary Shares" in respect of a Chargor, all shares present and future held by it in its Subsidiaries (including those listed in schedule 3 (Subsidiary Shares))

"Supporting Documents" the Subordinated Creditor Security and any legal or other opinion or other report held or obtained by the Security Agent in connection with the Subordinated Creditor Documents

Interpretation

1 2 Unless otherwise defined in this Deed a term defined in the Facilities Agreement has the same meaning when used in this Deed or any notices, acknowledgements or other documents issued under or in connection with this Deed

1 3 In this Deed the term **dispose** includes any sale, lease, licence, transfer or loan

Construction

1 4 Unless a contrary indication appears, a reference in this Deed to

1 4 1 the Security Agent, any Chargor, any Party or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Subordinated Creditor Documents,

1 4 2 a document in agreed form is a document which is previously agreed in writing by or on behalf of the Parent and the Security Agent or, if not so agreed, is in the form specified by the Security Agent,

1 4 3 assets includes present and future properties, revenues and rights of every description,

1 4 4 a Subordinated Creditor Document or any other agreement or instrument is a reference to that Subordinated Creditor Document or other agreement or instrument as amended, novated, supplemented, extended or restated,

1 4 5 guarantee means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness,

1 4 6 indebtedness includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent,

1 4 7 a person includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);

1 4 8 a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation,

1 4 9 a provision of law is a reference to that provision as amended or re-enacted, and

- 1 4 10 a time of day is a reference to London time
- 1 4 11 Clause and schedule headings are for ease of reference only
- 1 4 12 Unless a contrary indication appears, a term used in any other Subordinated Creditor Document or in any notice given under or in connection with any Subordinated Creditor Document has the same meaning in that Subordinated Creditor Document or notice as in this Agreement
- 1 4 13 A Default (other than an Event of Default) is continuing if it has not been remedied or waived and an Event of Default is continuing if it has not been remedied or waived

Third party rights

- 1 5 Unless expressly provided to the contrary in any Subordinated Creditor Document, 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 or any other Subordinated Creditor Document issued or entered into under or in connection with it
- 1 6 Unless expressly provided to the contrary in any Subordinated Creditor Document the consent of any person who is not a Party is not required to rescind or vary this Deed or any other Subordinated Creditor Document entered into under or in connection with it

Administration

- 1 7 Any reference in this Deed, or any other Subordinated Creditor Document entered into under or in connection with it, to the making of an administration order shall be treated as including a reference to the appointment of an administrator under paragraph 14 (by the holder of a qualifying floating charge in respect of a Chargor's assets) or 22 (by a Chargor or the directors of a Chargor) of Schedule B1 to the Insolvency Act 1986 or any steps taken toward such order or appointment
- 1 8 Any reference in this Deed or any other Subordinated Creditor Document entered into under or in connection with it, to making an application for an administration order by petition shall be treated as including a reference to making an administration application to the court under Schedule B1 to the Insolvency Act 1986, appointing an administrator under paragraph 14 or 22 of that Schedule, or giving notice under paragraph 15 or 26 of that Schedule of intention to appoint an administrator or any steps taken towards such application or notice

Incorporated terms

- 1 9 The terms of the Subordinated Creditor Documents and of any side letters relating to the Subordinated Creditor Documents and the Secured Obligations are incorporated into this Deed to the extent required for any purported disposition of any Secured Assets contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

Intercreditor Deed

- 1 10 This Deed is subject to the terms of the Intercreditor Deed

Personal Liability

- 1 11' A director, officer or employee who signs in good faith a certificate or other document required to be delivered pursuant to a Subordinated Creditor Document on behalf of a

member of the Group but which proves to be incorrect or misleading shall not incur any individual personal liability to the Security Agent provided such person did not act fraudulently or was grossly negligent or with wilful default in so signing such certificate or other document

Conflict with the Facilities Agreement

- 1 12 To the extent of any conflict between the provisions of this Deed and the provisions of the Facilities Agreement, the provisions of the Facilities Agreement shall prevail

Ranking

- 1 13 Notwithstanding any other provision of this Deed, the Parties hereby acknowledge that the Security created pursuant to this Deed shall rank second in priority to any Security created and subsisting under and pursuant to the Transaction Security Documents

Waiver of defences

- 1.14 The obligations of each Chargor under this Deed and the Security created pursuant to this Deed will not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed or the Security created pursuant to this Deed or prejudice or diminish those obligations or the Security created pursuant to this Deed in whole or in part, including (whether or not known to any Chargor or any Secured Party)

1 14 1 any time or waiver granted to, or composition with, any obligor under the Subordinated Creditor Documents or any other person,

1 14 2 the release of any obligor under the Subordinated Creditor Documents or any other person under the terms of any composition or arrangement with any creditor of any obligor under the Subordinated Creditor Documents or any other person,

1 14 3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any obligor under the Subordinated Creditor Documents or any other person or any non-presentment or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any security,

1 14 4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of, any obligor under the Subordinated Creditor Documents or any other person,

1 14.5 any variation, replacement, amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Subordinated Creditor Document or any other document or security including, without limitation, any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Subordinated Creditor Document or other document or security so that references to that Subordinated Creditor Document in this clause 1 shall include each variation or replacement,

1 14 6 any unenforceability, illegality or invalidity of any obligation of any person under any Subordinated Creditor Document or any other document or security, to the intent that each Chargor's obligations under this Deed shall remain in full force and be construed accordingly, as if there were no unenforceability, illegality or invalidity, or

1 14 7 any insolvency, liquidation, dissolution or similar proceedings

Immediate recourse

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

Non-competition

1.16 No Chargor shall, at any time during the Security Period (unless the Security Trustee otherwise directs), exercise any rights which it may have by reason of performance by it of its obligations under this Deed or any Subordinated Creditor Document in order that it may

1 16 1 be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of such Chargor's liability under this Deed,

1 16 2 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Security Trustee or the other Secured Parties under the Subordinated Creditor Documents or any other guarantee or security taken or moneys held received or receivable pursuant to, or in connection with, the Subordinated Creditor Document by any Secured Party (or any trustee or agent on its behalf),

1 16 3 claim, rank, prove or vote as a creditor of any obligor under the Subordinated Creditor Documents or its estate in competition with any Secured Party or the Security Agent (or any trustee or agent on its behalf), or

1 16 4 receive, claim or have the benefit of any payment, distribution or security from or on account of any obligor under the Subordinated Creditor Documents, or exercise any right of set-off as against any obligor under the Subordinated Creditor Documents

If any Chargor receives any benefit, payment or distribution contrary to this clause 1 16, it shall hold that benefit, payment or distribution on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Trustee or as the Security Trustee may otherwise direct

2. COVENANT TO PAY

Each Chargor undertakes that whenever [the Parent] does not pay any Secured Obligations when due under or in connection with any Subordinated Creditor Document, the Chargor shall immediately on demand pay the amount due in respect of such Secured Obligation as if it was the principal obligor

3. CHARGING PROVISIONS***General***

3 1 All Security created by a Chargor under clauses 3 2 to 3 7 inclusive is

- (a) a continuing security for the payment and discharge of the Secured Obligations,
- (b) granted with full title guarantee,
- (c) granted in respect of all the right, title and interest (if any), present and future, of that Chargor in and to the relevant Secured Asset, and
- (d) granted in favour of the Security Agent as security trustee for the Secured Parties

First legal mortgages

3 2 Each Chargor charges by way of first legal mortgage the Properties, and all Premises and Fixtures on each of the Properties. For the avoidance of doubt, Security created by this clause 3 2 shall rank second in priority to any Security created and subsisting under and pursuant to the Transaction Security Documents (as defined in the Facilities Agreement)

Assignments

3 3 Each Chargor assigns (subject to a proviso for reassignment on redemption)

3 3 1 the Relevant Agreements to which it is a party, and

3 3 2 the Relevant Policies to which it is a party

3 4 Each Chargor shall remain liable to perform all its obligations under the Relevant Agreements and the Relevant Policies to which it is a party

3 5 Notwithstanding the other terms of clauses 3 3 and 3 4, prior to the occurrence of a Declared Default which is continuing, each Chargor may, subject to the other terms of the Subordinated Creditor Documents and the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreements

First fixed charges

3 6 Each Chargor charges by first fixed charge

3 6 1 all interests and estates in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 3 2) and, in each case, the Premises and Fixtures on each such property,

- 3 6 2 the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,
- 3 6 3 the benefit of all other agreements, instruments and rights relating to its Secured Property,
- 3 6.4 all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together "**Chattels**") present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,
- 3 6.5 the Subsidiary Shares together with all Related Rights,
- 3 6 6 the Investments together with all Related Rights,
- 3 6 7 all book and other debts due to the relevant Chargor and their proceeds (both collected and uncollected) (together "**Debts**") and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them),
- 3 6 8 all monies from time to time standing to the credit of each account held by the relevant Chargor with any bank, building society, financial institution or other person (each an "**Account**"),
- 3 6 9 all its Intellectual Property,
- 3 6 10 all its goodwill and uncalled capital,
- 3 6 11 the benefit of all authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and
- 3 6 12 to the extent that any assignment in clauses 3 3, 3 4 and 3 5 are ineffective as an assignment, the assets referred to in those clauses

For the avoidance of doubt, Security created by this clause 3 6 shall rank second in priority to any Security created and subsisting under and pursuant to the Transaction Security Documents (as defined in the Facilities Agreement)

Floating charge

- 3 7 Each Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future For the avoidance of doubt, Security created by this clause 3 7 shall rank second in priority to any Security created and subsisting under and pursuant to the Transaction Security Documents (as defined in the Facilities Agreement)

Qualifying floating charge

- 3 8 This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed

Conversion of floating charge to a fixed charge

- 3 9 The Security Agent may at any time by notice in writing to any Chargor convert the floating charge created under clause 3 7 into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if

3 9 1 a Declared Default is continuing, or

3 9 2 in the opinion of the Security Agent (acting reasonably) that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset, in which event, the conversion to a fixed charge shall only affect that Floating Charge Asset

Automatic conversion of floating charge to a fixed charge

- 3 10 If (unless permitted in writing by the Security Agent or expressly permitted under the terms of any Finance Document)

3 10 1 a Chargor creates or attempts to create any Security over any of its Floating Charge Assets,

3 10 2 any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or

3 10 3 any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of any Chargor,

the floating charge created by this Deed will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 3 10 3, over all of the Floating Charge Assets of that Chargor

Small company moratorium

- 3 11 Where a Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 to the Insolvency Act 1986, then the obtaining of a moratorium, including any preliminary decision, or investigation in terms of paragraph 43 to Schedule A1 of the Insolvency Act 1986 shall not cause the floating charge created by this Deed to crystallise into a fixed charge, nor cause restrictions which would not otherwise apply to be imposed on the disposal of its property and assets by that Chargor

4. CONTINUING SECURITY

- 4 1 The Security constituted by this Deed shall be continuing security and shall remain in full force and effect, unless and until discharged by the Security Agent regardless of any intermediate payment or discharge by any Chargor or any other person of the whole or any part of the Secured Obligations

Recourse

- 4 2 The Security constituted by this Deed

4 2 1 is in addition to any other Security which the Security Agent as security trustee for the Secured Parties may hold at any time for the Secured Obligations (or any of them), and

4.2.2 may be enforced without first having recourse to any other rights of the Security Agent as security trustee for the Secured Parties

5. NEGATIVE PLEDGE

5.1 No Chargor shall create or permit to subsist any Security over any of its assets, except in accordance with the terms of the Facilities Agreement or with the prior written consent of the Security Agent

5.2 No Chargor shall

5.2.1 sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by a Chargor or any other member of the Group,

5.2.2 sell, transfer or otherwise dispose of any of its receivables on recourse terms,

5.2.3 enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or

5.2.4 enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset

5.3 Clauses 5.1 and 5.2 do not apply to any Security or arrangement which is Permitted Security or a Permitted Transaction (in each case as defined in the Facilities Agreement)

6. RESTRICTIONS ON DISPOSALS

6.1 No Chargor shall enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Secured Assets

6.2 Clause 6.1 does not apply to any Permitted Disposal or any Permitted Transaction (in each case as defined in the Facilities Agreement)

7. FURTHER ASSURANCE

7.1 Subject to the Agreed Security Principles, each Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require) in favour of the Security Agent or its nominee(s)

7.1.1 to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Security Agent provided by or pursuant to this Deed or by law,

7.1.2 to confer on the Security Agent or confer on the Secured Parties over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed, and/or

- 7.1.3 (if a Declared Default is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under this Deed
- 7.2 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 Security Agent or the Secured Parties by or pursuant to this Deed
- 7.3 Any document required to be executed by a Chargor under this clause 7 will be prepared at the cost of that Chargor

8. LAND REGISTRY

Application for restriction

- 8.1 In relation to the Secured Properties, land and buildings situated in England and Wales title to which is registered or is to be registered at the Land Registry, each Chargor consents to an application being made to the Chief Land Registrar for registration of a restriction on the register of title of all present and future registered freehold, leasehold or commonhold property of that Chargor (and any unregistered properties subject to compulsory first registration at the date of this Deed)
- 8.2 Each Chargor confirms that so far as any of the Secured Property is unregistered, a Chargor is in actual occupation of such Property on an exclusive basis and, except by virtue of any leases, underleases, tenancies, licences or other agreements or arrangements giving rise to rights of occupation (in each case as amended) to which the Property is subject, no person, other than a Chargor, has any right (actual or contingent) to possession, occupation or use of or interest in the Properties

Tacking and further advances

- 8.3 The Subordinated Creditors are, subject to the terms of the Subordinated Creditor Documents, under an obligation to make further advances to the debtors under the Subordinated Creditor Documents and this security has been made for securing such further advances. The Security Agent and each Chargor by this Deed consent to an application being made to the Chief Land Registrar to enter a note of such obligation on the register of title to all present and future registered property of that Chargor (and any unregistered properties subject to compulsory first registration at the date of this Deed)

9. NOTICES OF ASSIGNMENTS AND CHARGES

Relevant Agreements

- 9.1 Each Chargor which is party to a Relevant Agreement shall, subject to any contrary requirements under the Transaction Security Documents give notice in the form specified in part 1 (Form of notice of assignment) of schedule 4 to the other parties to each Relevant Agreement that the Chargor has assigned to the Security Agent all its right, title and interest in that Relevant Agreement

- 9 2 The relevant Chargor shall, subject to any contrary requirements under the Transaction Security Documents give the notices referred to in clause 9 1
- 9 2 1 in the case of any Relevant Agreement in existence as at the date of this Deed, on the date of this Deed, and
- 9 2 2 in the case of each Relevant Agreement coming into existence or being designated as such after the date of this Deed, on the date of any Declared Default
- 9 3 The relevant Chargor will, subject to any contrary requirements under the Transaction Security Documents procure that the recipient of each such notice given under clause 9 2 1 acknowledges that notice in substantially the form specified in part 2 (Form of acknowledgement) of schedule 4 within 5 Business Days of that notice being given
- 9 4 In each other case, the relevant Chargor shall, subject to any requirements under the Transaction Security Documents, use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in part 2 (Form of acknowledgement) of schedule 4 within 5 Business Days of that notice being given

Relevant Policies

- 9 5 Each Chargor which is an insured party under a Relevant Policy shall, subject to any requirements under the Transaction Security Documents, give notice in the form specified in part 1 (Form of notice of assignment) of schedule 5 to each insurer under each Relevant Policy that the Chargor has assigned to the Security Agent all its right, title and interest in that Relevant Policy
- 9 6 The relevant Chargor shall, subject to any requirements under the Transaction Security Documents, give the notices referred to in clause 9 5
- 9 6 1 in the case of each Relevant Policy subsisting at the date of this Deed, on the date of this Deed, and in the case of each replacement entered into from time to time of a Relevant Policy subsisting at the date of this Deed, on the date of such replacement, and
- 9 6 2 in the case of any other Relevant Policy coming into existence after the date of this Deed, on the date of any Declared Default
- 9 7 The relevant Chargor shall, subject to any requirements under the Transaction Security Documents, use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in part 2 (Form of acknowledgement) of schedule 5 within 5 Business Days of that notice being given

Charge over accounts

- 9 8 Each Chargor holding an Account shall, subject to any contrary requirements under the Transaction Security Documents, give notice in the form specified in part 1 (Form of notice of charge) of schedule 6 to the financial institution at which such Account is held (if such financial institution is not the Security Agent) that the Chargor has created a fixed charge over the balance standing to the credit of that Account

- 9 9 The relevant Chargor will, subject to any contrary requirements under the Transaction Security Documents, give the notices referred to in clause 9 8
- 9 9 1 in the case of an Account held by that Chargor at the date of this Deed, on the date of this Deed, and
- 9 9 2 in the case of an Account opened after the date of this Deed, on that Account being opened
- 9 10 The relevant Chargor shall, subject to any contrary requirements under the Transaction Security Documents, use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice substantially in the form specified in part 2 (Form of acknowledgement) of schedule 6 within 5 Business Days of that notice being given

Register of Trade Marks

- 9 11 Each Chargor as registered proprietor hereby appoints the Security Agent as its agent to apply for the particulars of this Deed and the Security Agent's interest in the Intellectual Property and any other or future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of that Chargor, to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994. Each Chargor hereby agrees to execute all documents and forms reasonably required to enable such particulars to be entered on the Register of Trade Marks

10. UNDERTAKINGS

Each Chargor undertakes to the Security Agent in accordance with this clause 10. The undertakings in this clause 10 shall remain in force during the Security Period

Real property

10 1 Access

It will permit the Security Agent and such person or persons as the Security Agent shall nominate at all reasonable times and on reasonable notice to enter on any part of its Secured Property

10 2 Future acquisitions and legal mortgage

It shall

- 10 2 1 notify the Security Agent promptly of any acquisition of any freehold, leasehold or other interest in freehold or leasehold property where it shall have the benefit of any such property,
- 10 2 2 at its cost, execute and deliver to the Security Agent on demand, a legal mortgage (in form and substance satisfactory to the Security Agent and in substantially the same terms as this Deed) in favour of the Security Agent of any freehold or leasehold (if leasehold of a term longer than 25 years remaining on the lease) or other interest in property which becomes vested in it after the date of this Deed,
- 10 2 3 obtain any consents required for the Security referred to in this clause 10 2, and

10 2 4 if applicable procure that notice of this Deed is noted in the appropriate manner on the title to any property which becomes vested in it after the date of this Deed

10 3 Deposit of title deeds

Subject to any contrary requirements under the Transaction Security Documents, it shall deposit with the Security Agent all deeds and documents to title relating to its Secured Property

10 4 Outgoings

It will indemnify the Security Agent and any Receiver against all present and future rents, rates, taxes, assessments and outgoings of whatsoever nature imposed on or payable in respect of its Secured Property or any part of it or payable by the owner or occupier of it upon the same becoming due and payable

Leases

10 5 Lease and covenant compliance

It shall

10 5 1 perform all the terms on its part contained in any lease or agreement for lease under which it holds an interest in a Secured Property or to which any of its Secured Property is subject,

10 5 2 properly perform (and indemnify the Security Agent and each Receiver for any breach of) any covenants and stipulations of whatsoever nature affecting any of its Secured Property,

10 5 3 as soon as reasonably practicable notify the Security Agent of any notice received by it under section 146 of the Law of Property Act 1925 or any proceedings commenced or steps taken against it for the forfeiture of any lease under which it holds an interest in a Secured Property,

in the case of 10 5 1 and 10 5 2 above, where failure to do so will, or is reasonably likely to, be materially adverse to the Security Agent

10 6 Landlord's consent

If under the terms of any lease under which it holds an interest in any Secured Property, the Chargor is not permitted to charge its interest in such Secured Property without the consent of the landlord,

10 6 1 it undertakes, upon request of the Security Agent and promptly to make an application for landlord's consent to the creation of the fixed charge contained in clause 3 6 (First fixed charges) and any charge to be created under clause 7 (Further assurance), shall use all reasonable endeavours to obtain such consent as soon as possible and shall keep the Security Agent (upon request acting reasonably) informed of the progress of its negotiations with such landlord,

10 6 2 subject to clause 10 6 3

(a) no breach of any representation in the Finance Documents shall occur by virtue of any Chargor's failure to have obtained such landlord's consent, and

- (b) if the landlord indicates in writing that it proposes to commence, or commences an action of forfeiture of the lease, the Security Agent shall release from such fixed charge, the relevant Chargor's interest in the lease,
- 10 6 3 clause 10 6 2 shall only apply where the relevant Chargor has complied with its obligations under clause 10 6 2, but the landlord has not given the consent requested of it,
- 10 6 4 upon receipt by the Security Agent of evidence in writing of the unconditional consent of the landlord to the creation and existence of the fixed charge over the Chargor's interest in such lease, clause 10 6 2 shall cease to apply in respect of the relevant Secured Property
- 10 7 **No variation to lease**
- It shall not without the prior written consent of the Security Agent alter or vary or agree to alter or vary the terms of any material lease under which it holds any Secured Property or any lease to which any Secured Property is subject, where failure to do so will, or is likely to be materially adverse to the Security Agent
- 10 8 **No surrender or termination**
- It shall not without the prior written consent of the Security Agent, surrender or otherwise terminate any lease under which it holds a Secured Property or terminate, forfeit or accept a surrender of any lease to which any Secured Property is subject
- 10 9 **Lease or right to occupy**
- It will not without the prior written consent of the Security Agent
- 10 9 1 grant any lease or tenancy or exercise any other power of leasing of the whole or part of any Secured Property, or
- 10 9 2 grant any person any contractual licence or the right to occupy any Secured Property or part with possession of it
- 10 10 **Forfeiture**
- It shall not do or permit anything which may render any lease or agreement for lease under which it holds an interest in a Secured Property, or to which the Secured Property is subject, liable to forfeiture or otherwise determinable and where failure to do so will, or is likely to be materially adverse to the Subordinated Creditors
- Chattels**
- 10 11 Where failure to do so will, or is likely to be materially adverse to the Subordinated Creditors
- 10 11 1 It will keep all Chattels comprised in its Secured Assets in a good state of repair and in good working order and condition
- 10 11 2 It shall repair, as and when necessary any material defect or damage to any of its Chattels as soon as reasonably practicable and if it fails to do so the Security Agent may (acting reasonably), but shall not be obliged to, do so

Subsidiary Shares and Investments

- 10 12 Subject to any contrary obligations under the Transaction Security Documents, on the later of
- 10 12 1 the date of this Deed, and
- 10 12 2 the date of acquisition of those Subsidiary Shares, Investments or Related Rights
- it shall
- (a) deliver to the Security Agent all certificates of title and other documents of title or evidence of ownership in respect of its Subsidiary Shares or Investments and the Related Rights, and
 - (b) deliver to the Security Agent such transfer documents (with the transferee left blank) or any other documents as the Security Agent may require (acting reasonably) or otherwise request in respect of those Subsidiary Shares, Investments and Related Rights
- 10 13 Until a Declared Default has occurred, it shall be entitled to receive and retain all dividends, distributions and other monies receivable in respect of its Subsidiary Shares, Investments and Related Rights
- 10 14 It shall not exercise its voting and other rights in respect of its Subsidiary Shares, Investments and Related Rights in a manner which is reasonably likely to be prejudicial to the interests of the Secured Parties
- 10 15 It shall make all payments which may become due and payable in respect of any of its Subsidiary Shares, Investments and Related Rights. If it fails to make any such payments, the Security Agent may but shall not be obliged to make such payment on behalf of the relevant Chargor. Any sums so paid by the Security Agent shall be repayable by the relevant Chargor to the Security Agent on demand and pending such repayment shall constitute part of the Secured Obligations
- 10 16 It shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of its Subsidiary Shares, Investments and Related Rights and the Security Agent shall not be required to perform or fulfil any obligation of any Chargor in respect of any Subsidiary Shares, Investments or Related Rights
- 10 17 It shall comply with any notice served on it under CA 2006 or pursuant to the articles of association or any other constitutional document of any relevant entity in respect of or in connection with the Subsidiary Shares, Investments or Related Rights and will, as soon as reasonably practicable provide to the Security Agent a copy of that notice
- 10 18 It shall ensure that none of its Subsidiary Shares are converted into uncertificated form without the prior written consent of the Security Agent (consent not to be unreasonably withheld)
- 10 19 As soon as reasonably practicable on conversion of any of its Subsidiary Shares, Investment or Related Rights from a certificated to an uncertificated form, and on the acquisition by it of any Subsidiary Shares, Investments or Related Rights in an uncertificated form, it shall give such instructions or directions, and take such other steps and enter into such documentation as the Security Agent may (acting

reasonably) require in order to protect or preserve the Security intended to be created by this Deed

Insurance

- 10 20 It shall promptly pay all premiums and do all other things necessary to keep all of the policies of insurance in which it has an interest in full force and effect
- 10 21 Subject to any contrary obligations under the Transaction Security Documents, it shall (and the Company shall ensure that each Chargor will) use reasonable endeavours to ensure that the name of the Security Agent be noted on each policy of insurance as mortgagee
- 10 22 If a Chargor shall be in default of effecting or maintaining insurances or in producing any such policy or receipt to the Security Agent on demand, the Security Agent may (acting reasonably) take out or renew such insurances in any sum which the Security Agent may think expedient and all monies expended and costs incurred by the Security Agent under this provision shall be for the account of any such Chargor

Book and other debts

- 10 23 It shall collect and realise the Debts in the ordinary course of business as agent for the Lender and pay their proceeds into an account subject to the Security created pursuant to this Deed on receipt. It shall hold all such proceeds on trust for the Security Agent pending payment of them into the relevant Account

Intellectual Property

- 10 24 The Chargor shall
- 10 24 1 do all acts as are reasonably practicable to maintain, protect and safeguard (including, without limitation, registration with all relevant authorities) its interest in the Intellectual Property and not discontinue the use of any of its Intellectual Property, and
- 10 24 2 take all such reasonable steps, including the commencement of legal proceedings, as may be necessary to safeguard and maintain the validity, reputation, integrity, registration or subsistence of its interest in the Intellectual Property, necessary for the business of the relevant Chargor,

in each case where a failure to do so is reasonably likely to be materially adverse to the Secured Creditors

General

- 10 25 It shall not do or cause or permit to be done anything which is or is reasonably likely to materially depreciate, jeopardise or otherwise materially prejudice the value to the Security Agent of the Security (taken as a whole) created by or under this Deed except to the extent permitted by the Subordinated Creditor Documents or this Deed

11. POWER TO REMEDY

- 11 1 If a Chargor fails to comply with any of the undertakings set out in clause 10 (Undertakings) it shall allow and irrevocably authorises the Security Agent and/or such persons as it shall nominate to take such action on behalf of that Chargor as shall be reasonably necessary to ensure that it complies with those undertakings

- 11 2 If any Chargor fails to perform any obligation or other covenant affecting the Secured Property or other Security Asset, each Chargor shall permit the Security Agent or its agents and contractors
- 11 2 1 to enter on the Secured Property,
- 11 2 2 to comply with or object to any notice served on any Chargor relating to the Secured Property or other Secured Asset, and
- 11 2 3 to take any action the Security Agent may reasonably consider expedient to prevent or remedy any breach of any such term or to comply with or object to any such notice
- 11 3 Each Chargor shall within 3 Business Days of demand indemnify the Security Agent against any cost, loss or liability incurred by it in taking any of the steps referred to in this clause 11

12. SECURITY POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which each Chargor is obliged to take under this Deed (but has, after receiving written notice from the Security Agent or a Receiver requiring it to do so, failed to do) for so long as the Security Agent or Receiver considers (acting reasonably) necessary to do so. Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 12

13. ENFORCEMENT OF SECURITY

When security is enforceable

- 13 1 On the occurrence of any Declared Default which is continuing, the Security created by and under this Deed is immediately enforceable

Acts of enforcement

- 13 2 Subject to the terms of the Intercreditor Deed, the Security Agent may, at its absolute discretion, at any time after any Declared Default
- 13 2 1 enforce all or any part of the Security created by or under this Deed in any manner it sees fit,
- 13 2 2 exercise its rights and powers conferred upon mortgagees by the Law of Property Act 1925, as varied and extended by this Deed, and rights and powers conferred on a Receiver by this Deed, whether or not it has taken possession or appointed a Receiver to any of the Secured Assets,
- 13 2 3 appoint a Receiver to all or any part of the Secured Assets,
- 13 2 4 appoint an administrator in respect of any Chargor and take any steps to do so,
- 13 2 5 exercise its power of sale under section 101 of the Law of Property Act 1925 (as amended by this Deed), or
- 13 2 6 if permitted by law, appoint an administrative receiver in respect of any Chargor

Right of appropriation

- 13 3 To the extent that the Security created by this Deed constitutes a "security financial collateral arrangement" and the Secured Assets constitute "financial collateral" for the purpose of the Financial Collateral Arrangements (No 2) Regulations 2003 (the "**Regulations**"), the Security Agent shall have the right on giving prior notice to the relevant Chargor, at any time after the Security becomes enforceable, to appropriate all or any part of those Secured Assets in or towards discharge of the Secured Obligations. For this purpose, the parties agree that the value of the appropriated Secured Assets shall be, in the case of cash, the amount of cash appropriated and, in the case of Subsidiary Shares and Investments, determined by the Security Agent by reference to any available publicly available market price in the absence of which by such other means as the Lender (acting reasonably) may select including, without limitation, an independent valuation. For the purpose of Regulation 18(1) of the Regulations, each Chargor agrees that any such determination by the Lender will constitute a valuation "in a commercially reasonable manner"

Statutory powers - general

- 13 4 For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed
- 13 5 Section 103 of the Law of Property Act 1925 and section 93 of the Law of Property Act 1925 do not apply to the Security constituted by or under this Deed
- 13 6 The statutory powers of leasing conferred on the Security Agent are extended so that, without the need to comply with any provision of section 99 or section 100 of the Law of Property Act 1925, the Security Agent is empowered to lease and make agreements for lease at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it may think fit
- 13 7 Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagees and Receivers

Contingencies

- 13 8 If the Security Agent enforces the Security constituted by or under this Deed at a time when no amounts are due to the Subordinated Creditors under the Subordinated Creditor Documents but at a time when amounts may or will become so due, the Security Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspense account except where such monies are sufficient to discharge the Secured Obligations in which case the monies will be so applied

Mortgagee in possession - no liability

- 13 9 Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Secured Asset, to account as mortgagee in possession or for any loss on realisation (except actual receipts) or for any default or omission for which a mortgagee in possession might otherwise be liable

Redemption of prior mortgages

- 13 10 At any time after the Security created by or under this Deed has become enforceable, the Security Agent may, subject to the Intercreditor Deed and at the sole cost of the Chargors (payable to the Security Agent on demand)
- 13 10 1 redeem any prior form of Security over any Secured Asset, and/or
- 13 10 2 procure the transfer of that Security to itself, and/or
- 13 10 3 settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed shall be conclusive and binding on the Chargors

Subsidiary Shares and Investments – following an Event of Default

- 13 11 Subject to any contrary obligations under the Transaction Security Documents, if there is a Declared Default, each Chargor shall on request by the Security Agent
- 13 11 1 procure that each such transfer is as soon as reasonably practicable registered by the relevant company or other entity,
- 13 11 2 procure that, immediately on their issue, all share certificates or other documents of title in the appropriate form, in respect of the relevant Subsidiary Shares, Investments and/or Related Rights, are delivered to the Security Agent in each case showing the registered holder as the Security Agent or its nominee or nominees (as applicable), and
- 13 11 3 exercise all voting rights in respect of its Subsidiary Shares, Investments and Related Rights only in accordance with the instructions of the Security Agent
- 13 12 On a Declared Default but subject to the Intercreditor Deed and the Transaction Security Documents, the Security Agent may complete any transfer documents held by it in respect of the Subsidiary Shares, the Investments and/or the Related Rights in favour of itself or such other person or nominee as it shall select
- 13 13 Subject to the Intercreditor Deed and the Transaction Security Documents, at any time after the Security created by or under this Deed has become enforceable, the Security Agent and its nominee or nominees may sell all or any of the Subsidiary Shares, Investments or Related Rights of the Chargors (or any of them) in any manner permitted by law and on such terms as the Security Agent shall in its absolute discretion determine
- 13 14 Subject to any contrary obligations under the Transaction Security Documents, if any Chargor receives any dividends, distributions or other monies in respect of its Subsidiary Shares, Investments and Related Rights at a time when the Security Agent has made a request under clause 13 11 1 or taken any steps to enforce the Security created by or under this Deed under clause 13.2, the relevant Chargor shall immediately pay such sums received directly to the Security Agent for application in accordance with clause 16 (Application of monies) and shall hold all such sums on trust for the Security Agent pending payment of them to such account as the Security Agent shall direct

14. RECEIVER***Appointment of Receiver***

- 14 1 1 At any time after any Security created by or under this Deed is enforceable, the Security Agent may appoint a Receiver to all or any part of the Secured Assets in accordance with clause 13 2 (Acts of enforcement)
- 14 1 2 At any time, if so requested in writing by any Chargor, without further notice, the Security Agent may appoint a Receiver to all or any part of the Secured Assets as if the Security Agent had become entitled under the Law of Property Act 1925 to exercise the power of sale conferred under the Law of Property Act 1925
- 14 2 Any Receiver appointed under this Deed shall be the agent of the relevant Chargor and that Chargor shall be solely responsible for his acts or defaults and for his remuneration and liable on any contracts or engagements made or entered into by him unless directly caused by his gross negligence or misconduct and in no circumstances whatsoever shall the Security Agent be in any way responsible for any misconduct, negligence or default of the Receiver
- 14 3 Where a Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 to the Insolvency Act 1986
- 14 3 1 obtaining a moratorium, or
- 14 3 2 anything done with a view to obtaining a moratorium including any preliminary decision or investigation in terms of paragraph 43 of Schedule A1 to the Insolvency Act 1986,
- shall not be grounds for appointment of a Receiver

Removal

- 14 4 The Security Agent may by written notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receiver) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated

Powers of Receiver**14 5 General**

- 14 5 1 In addition to those conferred by the Law of Property Act 1925 on any Receiver appointed under that Act, each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out in clauses 14 5 to 14 25 inclusive
- 14 5 2 If there is more than one Receiver holding office at the same time, unless the document appointing him states otherwise, each Receiver may exercise all of the powers conferred on a Receiver under this Deed or under the Insolvency Act 1986 individually and to the exclusion of any other Receivers
- 14 5 3 A Receiver of a Chargor has all the rights, powers and discretions of an administrative receiver under the Insolvency Act 1986
- 14 5 4 A Receiver may, in the name of any Chargor

- (a) do all other acts and things which he may consider expedient for realising any Secured Asset; and
- (b) exercise in relation to any Secured Asset all the powers, authorities and things which he would be capable of exercising if he were its absolute beneficial owner

14 6 Borrow money

A Receiver may raise and borrow money (either unsecured or on the security of any Secured Asset, either in priority to the security constituted by this Deed or otherwise) on any terms and for whatever purpose which he thinks fit. No person lending that money need enquire as to the propriety or purpose of the exercise of that power or to check the application of any money so raised or borrowed.

14 7 Carry on business

A Receiver may carry on the business of any relevant Chargor as he thinks fit and, for the avoidance of doubt, a Receiver may apply for such Authorisations as he considers in his absolute discretion appropriate.

14 8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of any relevant Chargor or relating in any way to any Secured Asset.

14 9 Delegation

A Receiver may delegate his powers in accordance with clause 15 (Delegation).

14 10 Employees

For the purposes of this Deed, a Receiver as he thinks appropriate, on behalf of the relevant Chargor or for itself as Receiver, may

14 10 1 appoint and discharge managers, officers, agents, accountants, servants, workmen and others upon such terms as to remuneration or otherwise as he may think proper, and

14 10 2 discharge any such persons appointed by the relevant Chargor.

14 11 Leases

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

14 12 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings or submit to arbitration or any form of alternative dispute resolution in the name of the relevant Chargor in relation to any Secured Asset as he considers expedient.

14 13 Possession

A Receiver may take immediate possession of, get in and collect any Secured Asset.

14 14 Protection of assets

A Receiver may, in each case as he may think fit

14 14 1 make and effect all repairs and insurances and do all other acts which the relevant Chargor might do in the ordinary conduct of its business be they for the protection or for the improvement of the Secured Assets,

14 14 2 commence and/or complete any building operations on the Secured Property or other Secured Asset, and

14 14 3 apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence

14 15 Receipts

A Receiver may give valid receipts for all monies and execute all assurances and things which may be expedient for realising any Secured Asset

14 16 Sale of assets

A Receiver may sell, exchange, convert into monies and realise any Secured Asset by public auction or private contract in any manner and on any terms which he thinks proper. The consideration for any such transaction may consist of cash, debenture or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit. Fixtures and any plant and machinery annexed to any part of the Secured Property may be severed and sold separately from the property containing them without the consent of the relevant Chargor

14 17 Subsidiaries

A Receiver may form a Subsidiary of the relevant Chargor and transfer to that Subsidiary any Secured Asset

14 18 Deal with Secured Assets

A Receiver may, without restriction sell, let or lease, or concur in selling, letting or leasing, or vary the terms of, determine, surrender or accept surrenders of, leases or tenancies of, or grant options and licences over or otherwise dispose of or deal with, all or any part of the Secured Assets without being responsible for loss or damage, and so that any such sale, lease or disposition may be made for cash payable by instalments, loan stock or other debt obligations or for shares or securities of another company or other valuable consideration. The Receiver may form and promote, or concur in forming and promoting, a company or companies to purchase, lease, licence or otherwise acquire interests in all or any of the Secured Assets or otherwise, arrange for such companies to trade or cease to trade and to purchase, lease, license or otherwise acquire all or any of the Secured Assets on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit

14 19 Voting rights

A Receiver may exercise all voting and other rights attaching to the Investments, Subsidiary Shares, Related Rights, and stocks, shares and other securities owned by that Chargor and comprised in the Secured Assets in such manner as he may think fit

14 20 Security

A Receiver may redeem any prior Security and settle and pass the accounts of the person entitled to the prior Security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on that Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver

14 21 Acquire land

The Receiver may purchase or acquire any land and purchase, acquire or grant any interest in or right over land

14 22 Development

A Receiver may implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on, any real property comprised in the Secured Property and do all acts and things incidental to the Secured Property

14 23 Landlord's obligations

A Receiver may on behalf of a Chargor and without consent of or notice to that Chargor exercise all the powers conferred on a landlord or a tenant by the Landlord and Tenants Acts, the Rents Acts and Housing Acts or any other legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Secured Property

14 24 Uncalled capital

A Receiver may make calls conditionally or unconditionally on the members of any relevant Chargor in respect of uncalled capital

14 25 Incidental matters

A Receiver may do all other acts and things including without limitation, signing and executing all documents and deeds as may be considered by the Receiver to be incidental or conducive to any of the matters or powers listed here or granted by law or otherwise incidental or conducive to the preservation, improvement or realisation of the Secured Assets and to use the name of the relevant Chargor for all the purposes set out in this clause 14

Remuneration

14 26 The Security Agent may from time to time fix the remuneration of any Receiver appointed by it

15. DELEGATION

15 1 The Security Agent and any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by the Security Agent and the Receiver (as appropriate) under this Deed to any person or persons as it shall think fit Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Agent and Receiver (as appropriate) may think fit

15 2 The Security Agent and any Receiver will not be liable or responsible to any Chargor or any other person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate

16. APPLICATION OF MONIES

- 16 1 Sections 109(6) and (8) (Appointment, powers, remuneration and duties of receiver) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Deed
- 16 2 All monies received by the Security Agent or any Receiver under this Deed shall be applied in accordance with the terms of the Intercreditor Deed and, subject to the provisions of the Intercreditor Deed, applied in discharge of the Secured Obligations
- 16 3 Subject to the provisions of the Intercreditor Deed, the Security Agent and any Receiver may place any money received, recovered or realised pursuant to this Deed in an interest bearing suspense account and it may retain the same for such period as it considers expedient without having any obligation to apply the same or any part of it in or towards discharge of the Secured Obligations except where such monies are sufficient to discharge the Secured Obligations in which case the monies will be so applied

17. REMEDIES AND WAIVERS

- 17 1 No failure to exercise, nor any delay in exercising, on the part of the Security Agent or any Receiver, 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 in this Deed are cumulative and not exclusive of any rights or remedies provided by law
- 17 2 A waiver given or consent granted by the Security Agent 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

18. PROTECTION OF THIRD PARTIES

- 18 1 No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents has an obligation to enquire of the Security Agent, Receiver or others
- 18 1 1 whether the Secured Obligations have become payable,
- 18 1 2 whether any power purported to be exercised has become exercisable,
- 18 1 3 whether any Secured Obligations or other monies remain outstanding,
- 18 1 4 how any monies paid to the Security Agent or to the Receiver shall be applied, or
- 18 1 5 the status, propriety or validity of the acts of the Receiver or Security Agent
- 18 2 The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Security Agent or any Receiver
- 18 3 In clauses 18 1 and 18 2, **purchaser** includes any person acquiring, for money or monies worth, any lease of, or Security over, or any other interest or right whatsoever in relation to, the Secured Assets or any of them

19. ADDITIONAL SECURITY

The Security created by or under this Deed is in addition to and is not in any way prejudiced by any guarantee or security now or subsequently held by the Security Agent

20. SETTLEMENTS CONDITIONAL

20 1 If the Security Agent (acting reasonably) believes that any amount paid by a Chargor or any other person in respect of the Secured Obligations is capable of being avoided or set aside for any reason, then for the purposes of this Deed, such amount shall not be considered to have been paid

20 2 Any settlement, discharge or release between a Chargor and the Security Agent shall be conditional upon no Security or payment to or for the Security Agent by that Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency or liquidation or otherwise

21. SUBSEQUENT SECURITY

If the Security Agent receives notice of any other subsequent Security or other interest affecting all or any of the Secured Assets (other than as permitted under the Facilities Agreement) it may open a new account or accounts for the relevant Chargor in its books. If it does not do so then, unless it gives express written notice to the contrary to the relevant Chargor, as from the time of receipt of such notice by the Security Agent, all payments made by that Chargor to the Security Agent shall be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Obligations

22. SET-OFF

Subject to the provisions of the Intercreditor Deed, the Security Agent (on behalf of the Secured Parties) may set off any matured obligation due from a Chargor under the Subordinated Creditor Documents (to the extent beneficially owned by the Security Agent) against any matured obligation owed by the Security Agent to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off

23. NOTICES***Communications in writing***

23 1 Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by letter

Addresses

23 2 The address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is

23 2 1 in the case of each Original Chargors, that identified with its name below,

- 23 2 2 in the case of the Security Agent that identified with its name below, and
- 23 2 3 in the case of each other Subordinated Creditor, that notified in writing to the Security Agent on or prior to the date on which it becomes a Party,
- or any substitute address or department or officer as the Party may notify to the Security Agent (or the Security Agent may notify to the other Parties, if a change is made by the Security Agent) by not less than 5 Business Days' notice

23 3 Delivery

- 23 3 1 Any communication or documents made or delivered by one person to another under or in connection with this Deed will only be effective if by way of letter, when it has been left at the relevant address or 3 Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address and, if a particular department or officer is specified as part of its address details provided under clause 23 2, if addressed to that department or officer
- 23 3 2 Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose).
- 23 3 3 Any communication or document made or delivered to the Parent in accordance with this clause 23 3 will be deemed to have been made or delivered to each of the Original Chargors
- 23 3 4 Any communication or document which becomes effective, in accordance with clause 23 3 1 to clause 23 3 3 (inclusive), after 5 00 pm in the place of receipt shall be deemed only to become effective on the following Business Day

23 4 Notification of address

Promptly upon receipt of notification of an address or change of address pursuant to clause 23 2 or changing its own address, the Security Agent shall notify the other Parties

23 5 Electronic communication

- 23 5 1 Any communication to be made between any two Parties under or in connection with the Subordinated Creditor Documents may be made by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if those two Parties
- (a) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means, and
 - (b) notify each other of any change to their address or any other such information supplied by them by not less than 3 Business Day's notice
- 23 5 2 Any such electronic communication as specified in clause 23 5 1 to be made between a Chargor and the Security Agent may only be made in that way to

the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication

23 5 3 Any such electronic communication as specified in clause 23 5 1 made between any two Parties will be effective only when actually received (or made available) in readable form in the case of any electronic communication made by a Party to the Lender only if it is addressed in such a manner as the Security Agent shall specify for this purpose

23 5 4 Any electronic communication which becomes effective, in accordance with clause 23 5 3, after 5 00pm in the place in which the Party to whom the relevant communication is sent or made available has its address for the purpose of this Agreement shall be deemed only to become effective on the following day

23 5 5 Any reference in a Subordinated Creditor Document to a communication being sent or received shall be construed to include that communication being made available in accordance with this clause 23 5

23 6 English language

23 6 1 Any notice given under or in connection with this Deed must be in English

23 6 2 All other documents provided under or in connection with this Deed must be

(a) in English, or

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

24. PARTIAL INVALIDITY

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law or any jurisdiction, neither the legality, validity or enforceability 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

25. ASSIGNMENT

The Security Agent may assign or otherwise transfer all or any part of its rights under this Deed or any Security created by or under it in accordance with the terms of the Subordinated Creditor Documents

26. RELEASES

26 1 Upon the expiry of the Security Period, the Security Agent shall, at the request and cost of the Chargors, take whatever action is necessary to release and reassign to each relevant Chargor

26 1 1 its rights arising under this Deed,

26 1 2 the Secured Assets from the Security created by and under this Deed, and return all documents or deeds of title delivered to it under this Deed

27. CURRENCY CLAUSES

If a payment is made to the Security Agent under this Deed in a currency (the "**Payment Currency**") other than the currency in which it is expressed to be payable (the "**Contractual Currency**"), the Security Agent may convert that payment into the Contractual Currency at the rate at which it (acting reasonably and in good faith) is able to purchase the Contractual Currency with the Payment Currency on or around the date of receipt of the payment and to the extent that the converted amount of the payment falls short of the amount due and payable the Chargors will remain liable for such shortfall

28. CERTIFICATES AND DETERMINATIONS

Any certification or determination by the Security Agent of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates

29. OTHER INDEMNITIES**29 1 Currency indemnity**

29 1 1 If any sum due from a Chargor under the Subordinated Creditor Documents (Sum), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (First Currency) in which that Sum is payable into another currency (Second Currency) for the purpose of

- (a) making or filing a claim or proof against that Chargor, or
- (b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Chargor shall as an independent obligation, within 3 Business Days of demand indemnify the Security Agent against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate or exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum

29 1 2 Each Chargor waives any right it may have in any jurisdiction to pay any amount under the Subordinated Creditor Documents in a currency or currency unit other than that in which it is expressed to be payable

29 2 Other indemnities

29 2 1 The Parent shall (or shall procure that a Chargor will), within 3 Business Days of demand, indemnify the Security Agent against any cost, loss or liability incurred by it as a result of

- (a) the occurrence of any event of default (howsoever described), or
- (b) a failure by a Chargor to pay any amount due under Subordinated Creditor Documents on its due date

30. EXCLUSION OF LIABILITY***No liability***

- 30 1 The Security Agent will not be liable for any action taken by it (or any omission to take action) under or in connection with any Supporting Document unless directly caused by its gross negligence or wilful misconduct
- 30 2 Neither the Security Agent nor any Receiver shall be liable in respect of all or any part of the Secured Assets or 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, their respective powers unless such loss or damage is caused by its gross negligence or wilful acts of default and recklessness

Officers and agents

- 30 3 No Chargor may take proceedings against any officer, employee or agent of the Security Agent in respect of any claim it might have against the Security Agent or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Supporting Document and any officer, employee or agent of the Security Agent may rely on this clause

31. COSTS AND EXPENSES**31 1 Transaction expenses**

The Parent shall, promptly on demand, pay the Security Agent the amount of all costs and expenses (including legal fees) reasonably incurred by it (and by any Receiver or Delegate) in connection with the negotiation, preparation, printing, execution, syndication and perfection of:

31 1 1 this Deed and any other documents referred to in this Deed and the Subordinated Creditor Security, and

31 1 2 any other Subordinated Creditor Documents executed after the date of this Agreement

31 2 Amendment costs

If a Chargor requests and amendment, waiver or consent, the Parent shall, within 3 Business Days of demand, reimburse the Security Agent for the amount of all costs and expenses (including legal fees) reasonably incurred by the Security Agent (and by any Receiver or Delegate) in responding to, evaluating, negotiating or complying with that request or requirement

31 3 Enforcement and preservation costs

The Parent shall, within 3 Business Days of demand, pay to the Security Agent the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of or the preservation or any rights under any Subordinated Creditor Document and the Subordinated Creditor Security and any proceedings instituted by or against the Security Agent as a consequence of taking or holding the Subordinated Creditor Security or enforcing these rights

32. COUNTERPARTS

This Deed or any Subordinated Creditor Document entered into under or in connection with this Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed or any such Subordinated Creditor Document entered into under or in connection with this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

33. GOVERNING LAW

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

34. ENFORCEMENT***Jurisdiction of English courts***

- 34.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**")
- 34.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 34.3 This clause 34 is for the benefit of the Security Agent. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

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

SCHEDULE 1

THE SUBSIDIARIES OF THE PARENT

Company Name	Jurisdiction of Incorporation	Company Number
Regulus Bidco Limited	England and Wales	09467963
Defaqto Ltd	England and Wales	02870220
Defaqto Group Limited	England and Wales	05442706
Defaqto Media Limited	England and Wales	03058061

SCHEDULE 2

PROPERTIES

Registered Land

Chargor	Country and district (or address or description)	Title number
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Unregistered Land

SCHEDULE 3

SUBSIDIARY SHARES

Chargor	Name and registered number of Subsidiary	Number and class of shares
Regulus Midco Limited	Regulus Bidco Limited	13,683,762 ordinary shares of £0.01 each
Regulus Bidco Limited	Defaqto Group Limited	180,761 ordinary shares of £1 00 each 1,217,151 A ordinary shares of £1 00 each 1,000 B ordinary shares of £1 00 each
Defaqto Group Limited	Defaqto Ltd	2 ordinary shares of £1 00 each
Defaqto Group Limited	DefaqtoMedia Limited	8,000,000 ordinary shares of £0 10 each

SCHEDULE 4

RELEVANT AGREEMENTS

Part 1

Form of notice of assignment

To **[•]**

Dated **[•]**

Dear Sirs

The agreement described in the attached schedule (the "Agreement")

We hereby notify you that we have assigned to Synova Capital General Partner 4 Ltd (the "**Security Agent**") all our right, title and interest in and to the Agreement

We hereby confirm that.

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

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

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Security Agent and the other copy to us.

The provisions of this notice (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

Yours faithfully

for and on behalf of
[•] Limited

SCHEDULE

Date	Parties	Description
[•]	[•]	[•]

[Attach form of acknowledgment]

Part 2

Form of acknowledgement

To Synova Capital General Partner 4 Ltd
5 Welbeck Street
London
W1G 9YZ

To [name of Chargor] (the "**Chargor**")
[address]

Dated [•]

We acknowledge receipt of the notice of assignment (the "**Notice**") of which the above is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement. We confirm that

- (a) there has been no amendment, waiver or release of any rights or interests in the Agreement since the date of the Agreement,
- (b) we will not agree to any amendment, waiver or release of any provision of the Agreement without the prior written consent of the Security Agent,
- (c) we shall act in accordance with the Notice,
- (d) as at the date of this acknowledgement we have not received any notice of assignment or charge of the Chargor's interest in the Agreement in favour of any other person,
- (e) as at the date of this acknowledgement, we are not aware of any breach by the Chargor of the terms of the Agreement, and
- (f) we do not have and have not claimed or exercised any right or claim against the Chargor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to the Agreement

The provisions of this acknowledgement (and any non-contractual obligations arising out of or in connection with it) are governed by English law

For and on behalf of
[•]

SCHEDULE 5

RELEVANT POLICIES

Part 1

Form of notice of assignment

To [insurer]

Dated [•]

Dear Sirs

The insurance policies described in the attached schedule (the "Relevant Policies")

We hereby notify you that we have assigned to Synova Capital General Partner Ltd (the "Security Agent") all our right, title and interest in and to the Relevant Policies

We hereby confirm that

- 1 we will remain liable under the Relevant Policies to perform all the obligations assumed by us under the Relevant Policies, and
- 2 none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Relevant Policies

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

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Security Agent and the other copy to us.

The provisions of this notice (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

Yours faithfully

for and on behalf of

Limited

SCHEDULE

Date of policy	Insured	Policy type	Policy number
<input type="text"/> [•]	<input type="text"/> [•]	<input type="text"/> [•]	<input type="text"/> [•]
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

[Attach form of acknowledgment]

Part 2

Form of acknowledgement

To Synova Capital General Partner 4 Ltd
 5 Welbeck Street
 London
 W1G 9YZ

To [name of Chargor] (the "Chargor")
 [address]

Dated [•]

We acknowledge receipt of the notice of assignment (the "**Notice**") of which the above is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement. We confirm that

- (a) there has been no amendment, waiver or release of any rights or interests in any Relevant Policy since the date of such policy,
- (b) we have noted the Security Agent's interest as mortgagee and first loss payee on each Relevant Policy,
- (c) we will not agree to any amendment, waiver or release of any provision of any Relevant Policy without the prior written consent of the Security Agent,
- (d) we shall act in accordance with the Notice,
- (e) as at the date of this acknowledgement we have not received any notice of assignment or charge of the Chargor's interest in any Relevant Policy or the proceeds of any Relevant Policy in favour of any other person, and
- (f) we do not have and have not claimed or exercised any right or claim against the Chargor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to any Relevant Policy

The provisions of this acknowledgement (and any non-contractual obligations arising out of or in connection with it) are governed by English law

For and on behalf of
 [insurance company]

SCHEDULE 6

ACCOUNTS

Part 1

Form of notice of charge

To *[insert name and address of account holding institution]*

Account number: [•] (the "Blocked Account")

Sort code: [●]

Account holder: [●] Limited

We hereby notify you that we have charged by way of first fixed charge to Synova Capital General Partner 4 Ltd (the "**Security Agent**") as security trustee for itself and certain financial institutions all our right, title and interest in and to the monies from time to time standing to the credit of the Account

We hereby irrevocably and unconditionally authorise and instruct you.

- 1 to hold all monies from time to time standing to the credit of the Account to the order of the Security Agent and accordingly to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect, and
- 2 to disclose to the Security Agent such information relating to us and the Account as the Security Agent may from time to time request you to provide

By countersigning this notice, the Security Agent authorises you to permit us to withdraw and otherwise deal with funds standing to the credit of the Account until

- (a) you receive a notice in writing to the contrary from the Security Agent,
- (b) a petition is presented for a winding up order in respect of us or an application is made for an administration order in respect of us,

(whichever occurs first)

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Security Agent and the other copy to us

The provisions of this notice (and any non-contractual obligations arising out of or in connection with it) are governed by English law

Yours faithfully

for and on behalf of [●] Limited

Countersigned for and on behalf of
the Lender

[Attach form of acknowledgment]

Part 2

Form of acknowledgement

To Synova Capital General Partner 4 Ltd
 5 Welbeck Street
 London
 W1G 9YZ

To [name of Chargor] (the "Chargor")
 [address]

Dated [●]

We acknowledge receipt of the notice of charge (the "Notice") of which the above is a duplicate
Terms defined in the Notice shall have the same meaning when used in this acknowledgement

We confirm that

- 1 we shall act in accordance with the Notice,
- 2 as at the date of this acknowledgement we have not received any notice of assignment
 or charge or other security over the Chargor's interest in the Account in favour of any
 other person, and
- 3 we will not exercise any right of combination of accounts, set-off or lien over any
 monies standing to the credit of the Account

The provisions of this acknowledgement (and any non-contractual obligations arising out of or in
connection with it) are governed by English law

For and on behalf of
[account holding institution]

SCHEDULE 7

INTELLECTUAL PROPERTY

Part 1

The Trade Marks

Proprietor/ADP number	TM number	Jurisdiction/ apparent status	Classes	Mark text
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SCHEDULE 8

FORM OF SECURITY DEED OF ACCESSION

THIS DEED is made on [●]

BETWEEN

- (1) **REGULUS MIDCO LIMITED**, a company registered in England and Wales with registered number 09282484 and having its registered office at New House, Bedford Road, Guildford, Surrey, England GU1 4SJ, for itself and for the Chargors (the "**Parent**"),
- (2) [●] (registered in England with number [●]) (the "**Acceding Chargor**"), and
- (3) **SYNOVA CAPITAL GENERAL PARTNER 4 LTD**, a company registered in England and Wales with registered number 9227597 and having its registered office at 5 Welbeck Street, London W1G 9YQ, in its capacity as general partner of **Synova Capital General Partnership II LP**, a company registered in Scotland with registered number SL 13663 and having its registered office at 50 Lothian Road, Festival Square, Edinburgh, Scotland EH3 9WJ, which is the general partner of **Synova Capital Fund II LP** (registered number LP015649) a limited partnership registered under the Limited Partnerships Act 1907 whose principal place of business is at 5 Welbeck Street, London W1G 9YQ (the "**Security Agent**")

WHEREAS

- (A) This Deed is supplemental to a debenture dated [●] between, inter alia, the Parent and the Security Agent (the "**Debenture**")
- (B) The Acceding Chargor has also entered into an accession deed to the Security Trust Deed (the "**Accession Deed**") on or about the date of this Security Deed of Accession and by doing so appoints the Parent as its agent on the terms set out in the Accession Deed

IT IS AGREED**DEFINITIONS AND INTERPRETATION****1 Definitions**

- 1.1 Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed
- 1.2 In this Deed, **Subsidiary Shares** means all shares present and future held by the Acceding Chargor or its Subsidiaries including those listed in schedule 2 (Subsidiary Shares) to this Deed

2 Interpretation

Clauses 1.2 (Interpretation), 1.5 and 1.6 (Third party rights), 1.7 and 1.8 (Administration), 1.9 (Incorporated terms), 1.10 (Intercreditor Deed), 1.11 (Personal Liability), 1.12 (Conflict with the Facilities Agreement) and 1.13 (Ranking) of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but

so that references in those clauses to **this Deed** shall be construed as references to this Security Deed of Accession

3 Accession

The Acceding 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

4 Covenant to pay

The Acceding Chargor covenants with the Security Agent that it will pay and discharge the Secured Obligations when they become due for payment and discharge

5 Charging provisions

All Security created by a Chargor under clauses 6 to 10 inclusive is

5.1 a continuing security for the payment and discharge of the Secured Obligations,

5.2 granted with full title guarantee,

5.3 granted in respect of all the right, title and interest (if any), present and future of the Acceding Chargor in and to the relevant Secured Asset, and

5.4 in favour of the Security Agent

6 First legal mortgages

The Acceding Chargor charges by way of first legal mortgage the properties described in schedule 1 (Properties) to this Deed and, in each case, all Premises and Fixtures on each of the Properties

7 Assignments

7.1 The Acceding Chargor assigns

(a) the Relevant Agreements described in schedule 4 (Relevant Agreements) to this Deed, and

(b) its Relevant Policies

7.2 The Acceding Chargor shall remain liable to perform all its obligations under the Key-man Policies, the Relevant Agreements, and the Relevant Policies

7.3 Notwithstanding the other terms of this clause [2.5], prior to the occurrence of a Declared Default which is continuing, each Chargor may, subject to the other terms of the Subordinated Creditor Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreement

8 First fixed charges

The Acceding Chargor charges by way of first fixed charge

8.1 all interests and estate in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause [2.4]) and in each case, the Premises and Fixtures on each such property,

- 8 2 the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,
- 8 3 the benefit of all other agreements, instruments and rights relating to its Secured Property,
- 8 4 all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together the **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,
- 8 5 the Subsidiary Shares together with all Related Rights,
- 8 6 the Investments together with all Related Rights,
- 8 7 all book and other debts due to the Acceding Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them),
- 8 8 all monies from time to time standing to the credit of each account held by the Acceding Chargor with any bank, building society, financial institution or other person (each an **Account**),
- 8 9 all its Intellectual Property,
- 8 10 all its goodwill and uncalled capital,
- 8 11 the benefit of all authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them,
- 8 12 to the extent that any assignment in clause 7 is ineffective as an assignment, the assets referred to in that clause

9 Floating charge

The Acceding Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future

10 Qualifying floating charge

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed

11 CONSENT OF EXISTING CHARGING COMPANIES

The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture

12 SECURITY POWER OF ATTORNEY

The Acceding Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Acceding Chargor is obliged to take under this

Deed or the Debenture The Acceding Chargor ratifies and confirms whatever any attorney does or prompts to do pursuant to its appointment under this clause 12

NOTICES

The Acceding Chargor confirms that its address details for notices in relation to clause 23 (Notices) of the Debenture are as follows:

Address [•]
Facsimile [•]
Attention [•]

COUNTERPARTS

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

GOVERNING LAW AND JURISDICTION

Clause 33 (Governing law) of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed

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

SCHEDULE 1

PROPERTIES

SCHEDULE 2

SUBSIDIARY SHARES

SCHEDULE 3

KEY-MAN POLICIES

SCHEDULE 4

RELEVANT AGREEMENTS

SIGNATURES TO THE SECURITY DEED OF ACCESSION

Executed as a deed by)
REGULUS MIDCO LIMITED)
 on being signed by)
)
 in the presence of) Director

Name of witness

Signature

Address

Occupation

Acceding Chargor

Executed as a deed by)
[•] LIMITED/PLC)
 on being signed by)
)
 in the presence of.) Director

Name of witness

Signature

Address

Occupation

Security Agent

Executed as a deed by)
SYNOVA CAPITAL GENERAL)
PARTNER 4 LTD)
 acting by its duly authorised attorney)
) Duly Authorised Attorney
 in the presence of)

Name of witness

Signature

Address

Occupation

SIGNATURES TO THE DEBENTURE

Parent

Executed as a deed by)
REGULUS MIDCO LIMITED)
 on being signed by)
ALAN BROWN)
 in the presence of)

Director

Name of witness

Signature

Address

Occupation

Address

Attention

ALEX DUMPHY

ADDLESHAW GODDARD LLP
 60 CHISWELL STREET
 LONDON
 EC1Y 4AG

SOLICITOR

Original Chargers

Executed as a deed by)
REGULUS MIDCO LIMITED)
 on being signed by)
ALAN BROWN)
 in the presence of)

Director

Name of witness

Signature

Address

Occupation

Address

Attention

ALEX DUMPHY

ADDLESHAW GODDARD LLP
 60 CHISWELL STREET
 LONDON
 EC1Y 4AG

SOLICITOR

Executed as a deed by)
REGULUS BIDCO LIMITED)
 on being signed by)
ALAN BROWN)
 in the presence of)

Director

Name of witness

Signature

Address

Occupation

Address

Attention

ALEX DUMPHY

ADDLESHAW GODDARD LLP
 60 CHISWELL STREET
 LONDON
 EC1Y 4AG

SOLICITOR

Executed as a deed by
DEFAQTO LIMITED
 on being signed by
Alexander Brown
 in the presence of

)
)
)
)
)

Director

Name of witness
 Signature
 Address
 Occupation
 Address
 Attention

Alex Dumphy

[Redacted Signature]

SOLICITOR

ADDLESHAW GODDARD LLP
 60 CHISWELL STREET
 LONDON
 EC1Y 4AG

Executed as a deed by
DEFAQTO GROUP LIMITED
 on being signed by
Alexander Brown
 in the presence of

)
)
)
)
)

Director

Name of witness
 Signature
 Address
 Occupation
 Address
 Attention

Alex Dumphy

[Redacted Signature]

SOLICITOR

ADDLESHAW GODDARD LLP
 60 CHISWELL STREET
 LONDON
 EC1Y 4AG

Executed as a deed by
DEFAQTO MEDIA LIMITED
 on being signed by
Alexander Brown
 in the presence of

)
)
)
)
)

Director

Name of witness
 Signature
 Address
 Occupation

Alex Dumphy

[Redacted Signature]

SOLICITOR

ADDLESHAW GODDARD LLP
 60 CHISWELL STREET
 LONDON
 EC1Y 4AG

Security Agent

Executed as a deed by)
SYNOVA CAPITAL GENERAL)
PARTNER 4 LTD)
acting by its duly authorised attorney)
Philip Shephard)
in the presence of)

[Redacted]
Duly Authorised Attorney

Name of witness

ALEX AMPITY

Signature

Address

[Redacted]

ADDLESHAW GODDARD LLP
60 CHISWELL STREET
LONDON
EC1Y 4AG

Occupation

Solicitor

Address

5 Welbeck Street, London W1G 9YQ

Attention

Tim Ashlin