

MR01

Particulars of a charge

106050/13

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 there is no
instrument. Use form MR00

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the charge.
If the form is 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
scanned and placed on the public record. **Do not send the original**



A22 25/08/2015 #146
COMPANIES HOUSE

TUESDAY

1 Company details

Company number 0 2 9 1 4 9 2 8 /
Company name in full CHARLES TYRWHITT SHIRTS LIMITED

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 2 1 0 8 2 0 1 5 /

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 BANK OF SCOTLAND PLC (the "Lender")

Name

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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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

All its Intellectual Property
For more details please refer to the instrument

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

for and on behalf of Shepherd and Wedderburn
LLP as agent for the Lender

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 Scott Perry

Company name Shepherd and Wedderburn

Address Condor House

10 St. Paul's Churchyard

Post town London

County/Region

Postcode E C 4 M 8 A L

Country

DX DX 98945 Cheapside 2

Telephone 020 7429 4915



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2914928

Charge code: 0291 4928 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st August 2015 and created by CHARLES TYRWHITT SHIRTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th August 2015

DX

Given at Companies House, Cardiff on 1st September 2015



Companies House



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



SHEPHERD+ WEDDERBURN

DEBENTURE
between
CHARLES TYRWHITT SHIRTS LIMITED
as Parent
and
BANK OF SCOTLAND PLC
as Lender

21 August 2015

CERTIFIED A TRUE COPY

FOR AND ON BEHALF OF
SHEPHERD AND WEDDERBURN LLP

24 August 2015 DATE

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THIS DEED is dated 21 August 2015

PARTIES

- (1) **CHARLES TYRWHITT SHIRTS LIMITED** (Company Number 02914928) having its registered office at First Floor Cottons Centre, Cottons Lane, London, England, SE1 2QG (the "Parent"), and
- (2) **BANK OF SCOTLAND PLC** (Company Number SC327000) having its registered office at the Mound, Edinburgh EH1 1YZ as lender (the "Lender")

BACKGROUND

- (A) The Lender has agreed, pursuant to the Facility Agreement, to provide the Original Borrowers (as defined in the Facility Agreement) with loan facilities on a secured basis
- (B) Under this Deed, the Parent provides security to the Lender for the loan facilities made available under the Facility Agreement.

Agreed terms

1. Definitions and Interpretation

1.1 Definitions

Terms defined in the Facility Agreement shall, unless otherwise defined in this Deed, have the same meaning in this Deed. In addition, the following definitions apply in this Deed.

"Accession Deed"	means a deed substantially in the form set out in Schedule 5 (<i>Form of Accession Deed</i>)
"Additional Chargor"	shall have the meaning given to that expression in Clause 23.1 (<i>Additional Chargors</i>)
"Administrator"	means an administrator appointed to manage the affairs, business and property of a Chargor pursuant to Clause 12.8.
"Book Debts"	means all present and future book and other debts, and monetary claims due or owing to each Chargor, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by each Chargor in relation to any of them.
"Chargor"	means the Parent and any Additional Chargor
"Designated Account"	means any account of a Chargor nominated by the Lender as a designated account for the purposes of this Deed
"Equipment"	means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by each Chargor, including any part of it and all spare parts, replacements, modifications and additions
"Facility Agreement"	means the facilities agreement dated on or around the date of this Deed between the Parent and the Lender for the provision of certain loan facilities as amended,

	novated, supplemented, extended, or restated, from time to time.
"Financial Collateral"	shall have the meaning given to that expression in the Financial Collateral Regulations
"Financial Collateral Regulations"	means the Financial Collateral Arrangements (No 2) Regulations 2003 (<i>SI 2003/3226</i>)
"Insurance Policy"	means each contract and policy of insurance effected or maintained by each Chargor from time to time in respect of its assets or business (including, without limitation, any contract or policy of insurance relating to the Properties or the Equipment).
"Intellectual Property"	means <ul style="list-style-type: none"> (a) each Chargor's patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and (b) the benefit of all applications and rights to use such assets of each Chargor (which may now or in the future subsist) and all fees, royalties and other rights derived from, or incidental to, these rights
"Investments"	means all present and future certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by each Chargor, including any <ul style="list-style-type: none"> (a) dividend, interest or other distribution paid or payable in relation to any of the Investments, and (b) right, money, shares or property accruing, offered or issued at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.
"LPA 1925"	means the Law of Property Act 1925
"Party"	means an original party to this Deed or any person which becomes a party by the execution and delivery of an Accession Deed.
"Properties"	means all freehold, leasehold and heritable properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by each Chargor, or in which a Chargor holds an interest (including, but not limited to, the properties specified in Schedule 1 (<i>Property</i>) (if any)), and Property means any of them.
"Relevant Agreement"	means each agreement specified in Schedule 2 (<i>Relevant Agreements</i>)
"Secured Assets"	means all the assets, property and undertaking for the

	time being subject to the Security created by, or pursuant to, this Deed
"Secured Liabilities"	means all present and future monies, obligations and liabilities which shall from time to time be due, owing or incurred in whatsoever manner to the Lender by the Chargors or any of them, whether actually or contingently and whether owed jointly or severally, as principal or surety or in any other capacity.
"Security Financial Collateral Arrangement"	shall have the meaning given to that expression in the Financial Collateral Regulations.
"Security Period"	means the period starting on the date of this Deed and ending on the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding

1.2 Interpretation

In this Deed:

- 1.2.1 the provisions of clause 1.2 (*Construction*) of the Facility Agreement apply as if they were set out in full in this Deed, except that each reference in that clause to the Facility Agreement shall be read as a reference to this Deed;
- 1.2.2 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.3 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.4 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.5 a reference to **writing** or **written** includes fax but not email;
- 1.2.6 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.7 unless the context otherwise requires, a reference to a Clause or Schedule is to a Clause of, or Schedule to, this Deed and a reference to a paragraph is to a paragraph of the relevant Schedule;
- 1.2.8 any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.2.9 a reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);
- 1.2.10 references to **Secured Assets** shall mean, where the context requires, the Secured Assets of or otherwise relevant to the relevant Chargor or any part of them;
- 1.2.11 a reference to an authorisation includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.12 a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it;
- 1.2.13 In relation to any Chargor which becomes a Party upon the execution and delivery of a Accession Deed, (i) where any assets are identified by reference to a Schedule this includes assets identified in any corresponding or analogous schedule to such Accession Deed, and (ii) provisions which apply by reference to the date of execution of this Deed shall apply by reference to the date of execution of such Accession Deed,

- 1 2 14 references to any Security "**created by this Deed**" are to be deemed to include such Security created, constituted, given, made or extended by, under or pursuant to this Deed, or by, under or pursuant to any Accession Deed.

1 3 Clawback

If the Lender considers that an amount paid by a Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of that Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

1 4 Nature of security over real property

A reference in this Deed to a charge or mortgage of or over any Property includes

- 1.4 1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) that are situated on or form part of that Property at any time,
- 1 4 2 the proceeds of the sale of any part of that Property and any other monies paid or payable in respect of or in connection with that Property;
- 1 4 3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the relevant Chargor in respect of that Property, and any monies paid or payable in respect of those covenants; and
- 1 4 4 all rights under any licence, agreement for sale or agreement for lease in respect of that Property

1.5 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Facility Agreement and of any side letters between any parties in relation to the Facility Agreement are incorporated into this Deed

1 6 Perpetuity period

If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1 7 Schedules

The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules

2. Covenant to pay

Each Chargor, as primary obligor and not merely as surety, covenants with the Lender that it will, on demand, pay, discharge and perform the Secured Liabilities when they become due

3. Grant of security

3 1 Legal mortgage

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Lender, by way of first legal mortgage, each Property (if any) listed opposite its name in Schedule 1 (*Property*)

3 2 Fixed charges

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Lender by way of first fixed charge

- 3.2.1 all Properties acquired by it in the future (save for any Properties located in Scotland);
- 3 2.2 all its present and future interests not effectively mortgaged or charged under the preceding provisions of this Clause 3 in, or over, freehold or leasehold property;

- 3 2.3 all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property owned by it or in which it holds an interest,
- 3 2 4 all licences, consents and authorisations (statutory or otherwise) held or required in connection with its business or the use of any Secured Asset, and all rights in connection with them,
- 3 2 5 all its present and future goodwill,
- 3 2 6 all its uncalled capital;
- 3 2.7 all its Equipment;
- 3 2 8 all its Intellectual Property;
- 3 2 9 all its Book Debts,
- 3 2 10 all its Investments;
- 3.2.11 all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account), together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest);
- 3.2.12 all its rights in respect of each Insurance Policy effected or maintained by it, including all claims, the proceeds of all claims and all returns of premium in connection with each such Insurance Policy, to the extent not effectively assigned under Clause 3.3; and
- 3 2 13 all its rights in respect of each Relevant Agreement to which it is party and all other agreements, instruments and rights relating to the Secured Assets, to the extent not effectively assigned under Clause 3.3

3.3 Assignment

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:

- 3 3 1 all its rights in each Insurance Policy effected or maintained by it, including all claims, the proceeds of all claims and all returns of premium in connection with each such Insurance Policy; and
- 3.3 2 the benefit of each Relevant Agreement to which it is party and the benefit of all other agreements, instruments and rights relating to the Secured Assets

3.4 Floating charge

- 3 4 1 As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Lender, by way of first floating charge, all its undertaking, property, assets and rights wherever located, both present and future
- 3.4.2 The floating charge created by Clause 3 4 1 is deferred, in relation to each Chargor, in point of priority to all fixed Security validly and effectively created by such Chargor in favour of the Lender in security for the Secured Liabilities

3.5 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to each floating charge created by Clause 3.4.

3 6 Automatic crystallisation of floating charge

A floating charge created by Clause 3.4 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if

- 3.6.1 the relevant Chargor

- (i) creates, or attempts to create, without the prior written consent of the Lender, a Security or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this Deed or the Facility Agreement), or
 - (ii) disposes, or attempts to dispose of, all or any part of the Secured Assets (other than Secured Assets that are only subject to that floating charge while it remains uncrystallised);
- 3.6.2 any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets, or
- 3.6.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the relevant Chargor.
- 3.7 Crystallisation of floating charge by notice**

The Lender may, in its sole discretion, by written notice to the relevant Chargor, convert a floating charge created under this Deed into a fixed charge as regards any part of the Secured Assets specified by the Lender in that notice if:

 - 3.7.1 an Event of Default occurs and is continuing; or
 - 3.7.2 the Lender considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy
- 3.8 Assets acquired after any floating charge has crystallised**

Any asset acquired by a Chargor after any crystallisation of the floating charge created by that Chargor under this Deed that, but for that crystallisation, would be subject to a floating charge under this Deed, shall (unless the Lender confirms otherwise to that Chargor in writing) be charged to the Lender by way of first fixed charge

4. Liability of the Chargors

4.1 Liability not discharged

No Chargor's liability under this Deed in respect of any of the Secured Liabilities shall be discharged, prejudiced or affected by:

- 4.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- 4.1.2 the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- 4.1.3 any other act or omission that, but for this Clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of any Chargor

4.2 Immediate recourse

Each Chargor waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Deed against that Chargor

5. Representations and warranties

5.1 Representations and warranties

Each Chargor makes the representations and warranties set out in this Clause 5 to the Lender.

5.2 No adverse claims

It has not received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.

5.3 No adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Secured Assets

5.4 No interference in enjoyment

No facility necessary for the enjoyment and use of the Secured Assets is subject to terms entitling any person to terminate or curtail its use.

5.5 No overriding interests

Nothing has arisen, has been created or is subsisting, that would be an overriding interest in any Property owned by it or in which it holds an interest

5.6 Avoidance of security

No Security expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on its liquidation or administration or otherwise

5.7 Times for making representations and warranties

The representations and warranties set out in Clause 5.2 to Clause 5.6 are made by each Chargor on the date of this Deed and are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

6. General covenants

6.1 Negative pledge and disposal restrictions

No Chargor shall at any time, except with the prior written consent of the Lender

6.1.1 create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this Deed or any Permitted Security,

6.1.2 sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets (except where the disposal in question is a Permitted Disposal), or

6.1.3 create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party

6.2 Preservation of Secured Assets

No Chargor shall do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this Deed

6.3 Chargers' waiver of set-off

Each Chargor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by any Chargor under this Deed).

6.4 Enforcement of rights

Each Chargor shall use its best endeavours to:

6.4.1 procure the prompt observance and performance of the covenants and other obligations imposed on its counterparties (including each counterparty in respect of a Relevant Agreement and each insurer in respect of an Insurance Policy), and

6.4.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets that the Lender may require from time to time

6.5 Notice of misrepresentation and breaches

Each Chargor shall, promptly on becoming aware of any of the same, notify the Lender in writing of:

- 6.5.1 any representation or warranty set out in Clause 5 which is incorrect or misleading in any material respect when made or deemed to be repeated; and
- 6.5.2 any breach of any covenant set out in this Deed

6.6 Title documents

Each Chargor shall, if requested by the Lender, deposit with the Lender and the Lender shall, for the duration of this Deed, if so requested, be entitled to hold

- 6.6.1 all deeds and documents of title relating to the Secured Assets that are in its possession or control of (and if these are not within its possession or control, it undertakes to obtain possession of all these deeds and documents of title),
- 6.6.2 all Insurance Policies effected or maintained by it and any other insurance policies relating to any of the Secured Assets that it is entitled to possess,
- 6.6.3 all deeds and documents of title (if any) relating to its Book Debts as the Lender may specify from time to time, and
- 6.6.4 copies of all the Relevant Agreements to which it is party, certified to be true copies by either one of its directors or by its solicitors

6.7 Insurance

- 6.7.1 Each Chargor shall insure and keep insured (or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, either procure that the landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured) its Secured Assets against:

- (i) loss or damage by fire or terrorist acts;
- (ii) other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the relevant Chargor, and
- (iii) any other risk, perils and contingencies as the Lender may reasonably require

Any such insurance must be with an insurance company or underwriters, and on such terms, as are reasonably acceptable to the Lender, and must be for not less than the replacement value of the relevant Secured Assets

- 6.7.2 Each Chargor shall, if requested by the Lender, produce to the Lender each policy, certificate or cover note relating to the insurance required by Clause 6.7.1 (or where, in the case of any leasehold property, that insurance is effected by the landlord, such evidence of insurance as the relevant Chargor is entitled to obtain from the landlord under the terms of the relevant lease)
- 6.7.3 Each Chargor shall, if requested by the Lender, procure that the Lender is named as co-insured on each insurance policy effected or maintained by it or any person on its behalf in accordance with Clause 6.7.1 and that the terms of each such insurance policy require the insurer not to invalidate the policy as against the Lender by reason of the act or default of any other joint or named insured and not to cancel it without giving at least 30 days' prior written notice to the Lender

6.8 Insurance premiums

Each Chargor shall:

- 6.8.1 promptly pay all premiums in respect of each insurance policy effected or maintained by it in accordance with Clause 6.7.1 and do all other things necessary to keep that policy in full force and effect; and

6.8.2 (If the Lender so requires) produce to, or deposit with, the Lender the receipts for all premiums and other payments necessary for effecting and keeping up each Insurance Policy effected or maintained by it in accordance with Clause 6.7.1

6.9 No invalidation of insurance

No Chargor shall do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy effected or maintained by it in accordance with Clause 6.7.1.

6.10 Notices to be given by the Chargors

Each Chargor shall

6.10.1 on the execution of this Deed and as so requested by the Lender from time to time:

- (i) give notice to each counterparty to each Relevant Agreement to which it is party in the form set out in Part 1 of Schedule 3 (*Notice and Acknowledgement – Relevant Agreement*), and
- (ii) use its reasonable endeavours to procure that each counterparty promptly provides to the Lender an acknowledgement of the notice in the form set out in Part 2 of Schedule 3 (*Notice and Acknowledgement – Relevant Agreement*),

6.10.2 on the execution of this Deed and as so requested by the Lender from time to time:

- (i) give notice to each Insurer under an Insurance Policy effected or maintained by it in the form set out in Part 1 of Schedule 4 (*Notice and Acknowledgement – Insurance Policy*); and
- (ii) use its reasonable endeavours to procure that each insurer promptly provides to the Lender an acknowledgement of the notice in the form set out in Part 2 of Schedule 4 (*Notice and Acknowledgement – Insurance Policy*).

6.11 Information

Each Chargor shall

6.11.1 give the Lender such information concerning the location, condition, use and operation of the Secured Assets as the Lender may require;

6.11.2 permit any persons designated by the Lender and any Receiver to enter on its premises and inspect and examine any Secured Asset, and the records relating to that Secured Asset, at all reasonable times and on reasonable prior notice; and

6.11.3 promptly notify the Lender in writing of any action, claim, notice or demand made by or against it in connection with all or any part of a Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim, notice or demand, together with, in each case, that Chargor's proposals for settling, liquidating, compounding or contesting any such action, claim, notice or demand and shall, subject to the Lender's prior approval, implement those proposals at its own expense.

6.12 Payment of outgoings

Each Chargor shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Secured Assets and, on demand, produce evidence of payment to the Lender

7. Property covenants

7.1 Maintenance

Each Chargor shall keep all buildings and all fixtures on each of its Properties in good and substantial repair and condition

7.2 Preservation of Property, fixtures and Equipment

No Chargor shall, without the prior written consent of the Lender:

- 7.2.1 pull down or remove the whole, or any part of, any building forming part of any of its Properties or permit the same to occur,
- 7.2.2 make or permit any material alterations to any of its Properties, or sever or remove, or permit to be severed or removed, any of its fixtures, or
- 7.2.3 remove or make any material alterations to any of the Equipment belonging to, or in use by, it on any of its Properties (except to effect necessary repairs or replace them with new or improved models or substitutes)

7.3 Conduct of business on Properties

Each Chargor shall carry on its trade and business on those parts (if any) of its Properties as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in that trade or business

7.4 Compliance with covenants and payment of rent

Each Chargor shall:

- 7.4.1 observe and perform all covenants, stipulations and conditions to which each of its Properties, or the use of any such Property, is or may be subjected, and (if the Lender so requires) produce evidence sufficient to satisfy the Lender that those covenants, stipulations and conditions have been observed and performed;
- 7.4.2 diligently enforce all covenants, stipulations and conditions benefiting each of its Properties and shall not (and shall not agree to) waive, release or vary any of the same; and
- 7.4.3 (without prejudice to the generality of the foregoing) where any of its Properties, or any part of any such Property, is held under a lease, duly and punctually pay all rents due from time to time, and perform and observe all the tenant's covenants and conditions.

7.5 Payment of outgoings

Each Chargor shall pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on each of its Properties or on the relevant occupier

7.6 Development restrictions

No Chargor shall, without the prior written consent of the Lender.

- 7.6.1 make or, insofar as it is able, permit others to make any application for planning permission or development consent in respect of any of its Properties, or
- 7.6.2 carry out, or permit, or suffer to be carried out on any of its Properties any development as defined in the Town and Country Planning Act 1990 and the Planning Act 2008, or change or permit or suffer to be changed the use of any such Property.

7.7 No restrictive obligations

No Chargor shall, without the prior written consent of the Lender, enter into any onerous or restrictive obligations affecting the whole or any part of any of its Properties.

7.8 Proprietary rights

Each Chargor shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of any of its Properties without the prior written consent of the Lender

7.9 Inspection

Each Chargor shall permit the Lender, any Receiver and any person appointed by either of them to enter on and inspect any of its Properties on reasonable prior notice.

7 10 Property Information

Each Chargor shall inform the Lender promptly of any acquisition made by it of, or contract made by it to acquire, any freehold, leasehold or other interest in any property.

7 11 Registration at the Land Registry

Each Chargor shall procure that any interest in any of the Properties required to be registered at HM Land Registry, are promptly registered at HM Land Registry and in any event are registered within any required period to give legal effect to the interest

8. Investments covenants

8.1 Deposit of title documents

8 1 1 Each Chargor shall

- (i) on the execution of this Deed, deliver to the Lender, or as the Lender may direct, all stock or share certificates and other documents of title or evidence of ownership relating to any Investments owned by It at that time; and
- (ii) on the purchase or acquisition by It of Investments after the date of this Deed, deposit with the Lender, or as the Lender may direct, all stock or share certificates and other documents of title or evidence of ownership relating to those Investments.

8 1.2 At the same time as depositing documents with the Lender, or as the Lender may direct, in accordance with Clause 8.1.1, each Chargor shall also deposit with the Lender, or as the Lender may direct:

- (i) all stock transfer forms relating to the relevant Investments duly completed and executed by It or on its behalf, but with the name of the transferee, the consideration and the date left blank; and
- (ii) any other documents (in each case duly completed and executed by It or on its behalf) that the Lender may request to enable It or any of its nominees, or any purchaser or transferee, to be registered as the owner of, or otherwise obtain a legal title to, or to perfect its security interest in any of the relevant Investments,

so that the Lender may, at any time after the security constituted by this Deed becomes enforceable, and without notice to any Chargor, complete and present those stock transfer forms and other documents to the issuer of the Investments for registration

8.2 Nominations

8 2 1 Each Chargor shall terminate with immediate effect all nominations it may have made (including, without limitation, any nomination made under section 145 or section 146 of the Companies Act 2006) in respect of any Investments owned by It and, pending that termination, procure that any person so nominated.

- (i) does not exercise any rights in respect of any such Investments without the prior written approval of the Lender; and
- (ii) immediately on receipt by It, forward to the Lender all communications or other information received by it in respect of any such Investments for which it has been so nominated.

8.2.2 No Chargor shall, during the Security Period, exercise any rights (including, without limitation, any rights under sections 145 and 146 of the Companies Act 2006) to nominate any person in respect of any of its Investments

8.3 Pre-emption rights and restrictions on transfer

Each Chargor shall:

- 8.3.1 obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association (or otherwise) of an issuer of any of its investments, for the transfer of such investments to the Lender or its nominee, or to a purchaser on enforcement of the security constituted by this Deed, and
- 8.3.2 procure the amendment of the share transfer provisions (including, but not limited to, deletion of any pre-emption provisions) under the articles of association, other constitutional document or otherwise of each issuer of such investments in any manner that the Lender may require in order to permit the transfer of such investments to the Lender or its nominee, or to a purchaser on enforcement of the security constituted by this Deed

8.4 Dividends and voting rights before enforcement

- 8.4.1 Before the security constituted by this Deed becomes enforceable, each Chargor may retain and apply for its own use all dividends, interest and other monies paid or payable in respect of the investments owned by it and, if any are paid or payable to the Lender or any of its nominees, the Lender will hold all those dividends, interest and other monies received by it for the relevant Chargor and will pay them to the relevant Chargor promptly on request.
- 8.4.2 Before the security constituted by this Deed becomes enforceable, each Chargor may exercise all voting and other rights and powers in respect of the investments owned by it or, if any of the same are exercisable by the Lender or any of its nominees, to direct in writing the exercise of those voting and other rights and powers provided that:
 - (i) it shall not do so in any way that would breach any provision of the Facility Agreement or this Deed or for any purpose inconsistent with the Facility Agreement or this Deed; and
 - (ii) the exercise of, or the failure to exercise, those voting rights or other rights and powers would not, in the Lender's opinion, have an adverse effect on the value of those investments or otherwise prejudice the Lender's security under this Deed
- 8.4.3 Each Chargor shall indemnify the Lender against any loss or liability incurred by the Lender (or its nominee) as a consequence of the Lender (or its nominee) acting in respect of the investments owned by that Chargor at that Chargor's direction
- 8.4.4 The Lender shall not, by exercising or not exercising any voting rights or otherwise, be construed as permitting or agreeing to any variation or other change in the rights attaching to or conferred by any of the investments that the Lender considers prejudicial to, or impairing the value of, the security created by this Deed

8.5 Dividends and voting rights after enforcement

After the security constituted by this Deed has become enforceable.

- 8.5.1 all dividends and other distributions paid in respect of the investments and received by any Chargor shall be held by that Chargor on trust for the Lender and immediately paid into a Designated Account or, if received by the Lender, shall be retained by the Lender; and
- 8.5.2 all voting and other rights and powers attaching to the investments shall be exercised by, or at the direction of, the Lender and each Chargor shall, and shall procure that its nominees shall, comply with any directions the Lender may give, in its absolute discretion, concerning the exercise of those rights and powers

8.6 Calls on investments

Notwithstanding the security created by this Deed, each Chargor shall promptly pay all calls, instalments and other payments that may be or become due and payable in respect of all or any of the Investments owned by it. Each Chargor acknowledges that the Lender shall not be under any liability in respect of any such calls, instalments or other payments.

8.7 No alteration of constitutional documents or rights attaching to Investments

No Chargor shall, without the prior written consent of the Lender, amend, or agree to the amendment of:

- 8.7.1 the memorandum or articles of association, or any other constitutional documents, of any issuer of the Investments owned by it that is not a public company; or
- 8.7.2 the rights or liabilities attaching to, or conferred by, all or any of the Investments owned by it

8.8 Preservation of Investments

Each Chargor shall ensure (as far as it is able to by the exercise of all voting rights, powers of control and other means available to it) that any Issuer of the Investments owned by it that is not a public company shall not:

- 8.8.1 consolidate or subdivide any such Investments, or re-organise, exchange, repay or reduce its share capital in any way;
- 8.8.2 issue any new shares or stock, or
- 8.8.3 refuse to register any transfer of any such Investments that may be lodged with it for registration by, or on behalf of, the Lender or that Chargor in accordance with this Deed

8.9 Investments Information

Each Chargor shall, promptly following receipt, send to the Lender copies of any notice, circular, report, accounts and any other document received by it that relates to the Investments owned by it.

9. Equipment covenants

9.1 Maintenance of Equipment

Each Chargor shall

- 9.1.1 maintain its Equipment in good and serviceable condition (except for expected fair wear and tear) in compliance with all relevant manuals, handbooks, manufacturer's instructions and recommendations and maintenance or servicing schedules,
- 9.1.2 at its own expense, renew and replace any parts of its Equipment when they become obsolete, worn out or damaged with parts of a similar quality and of equal or greater value, and
- 9.1.3 not permit any of its Equipment to be
 - (i) used or handled other than by properly qualified and trained persons; or
 - (ii) overloaded or used for any purpose for which it is not designed or reasonably suitable.

9.2 Payment of Equipment taxes

Each Chargor shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of its Equipment and, on demand, produce evidence of such payment to the Lender.

9.3 Notice of charge

Each Chargor

- 9.3.1 shall, if so requested by the Lender, affix to and maintain on each Item of its Equipment in a conspicuous place, a clearly legible identification plate containing the following wording.

"NOTICE OF CHARGE

This **[DESCRIBE ITEM]** and all additions to it and ancillary equipment are subject to a fixed charge dated August 2015 in favour of Bank of Scotland plc "

- 9.3.2 shall not, and shall not permit any person to, conceal, obscure, alter or remove any plate affixed in accordance with Clause 9.3.1.

10. Book Debts covenants

10.1 Realising Book Debts

- 10.1.1 Upon the occurrence of an Event of Default and following written notice from the Lender requiring it to do so, each Chargor shall as an agent for the Lender, collect in and realise all of its Book Debts, pay the proceeds into a Designated Account immediately on receipt and, pending that payment, hold those proceeds in trust for the Lender; and

- 10.1.2 No Chargor shall, without the prior written consent of the Lender, withdraw any amounts standing to the credit of any Designated Account.

10.2 Preservation of Book Debts

Following the service of notice by the Lender pursuant to clause 10.1.1 no Chargor shall (except with the prior written consent of the Lender) release, exchange, compound, set-off, grant time or indulgence in respect of any of its Book Debts

11. Relevant Agreements covenants

11.1 Relevant Agreements

- 11.1.1 Each Chargor shall, unless the Lender agrees otherwise in writing, comply with the terms of any Relevant Agreement to which it is party and any other document, agreement or arrangement comprising the Secured Assets (other than the Insurance Policies)

- 11.1.2 No Chargor shall, unless the Lender agrees otherwise in writing:

- (i) amend or vary or agree to any change in, or waive any requirement of;
- (ii) settle, compromise, terminate, rescind or discharge (except by performance), or
- (iii) abandon, waive, dismiss, release or discharge any action, claim or proceedings against any counterparty to a Relevant Agreement to which it is party or other person in connection with,

any Relevant Agreement to which it is party or any other document, agreement or arrangement comprising the Secured Assets (other than the Insurance Policies effected or maintained by it)

12. Powers of the Lender

12.1 Power to remedy

- 12.1.1 The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by any Chargor of any of its obligations contained in this Deed

- 12.1.2 Each Chargor irrevocably authorises the Lender and its agents to do all things that are necessary or desirable for that purpose

- 12.1.3 Any monies expended by the Lender in remedying a breach by a Chargor of its obligations contained in this Deed shall be reimbursed by that Chargor to the Lender on a full indemnity basis in accordance with clauses 16 (*Other indemnities*)

and 18 (*Costs and Expenses*) (as applicable) of the Facility Agreement and shall carry interest in accordance with clause 10.3 (*Default Interest*) of the Facility Agreement.

12.2 Exercise of rights

12.2.1 The rights of the Lender under Clause 12.1 are without prejudice to any other rights of the Lender under this Deed

12.2.2 The exercise of any rights of the Lender under this Deed shall not make the Lender liable to account as a mortgagee in possession

12.3 Power to dispose of chattels

12.3.1 At any time after the security constituted by this Deed has become enforceable, the Lender or any Receiver may, as agent for the relevant Chargor, dispose of any chattels or produce found on any Property

12.3.2 Without prejudice to any obligation to account for the proceeds of any disposal made under Clause 12.3.1, the Chargors shall indemnify the Lender and any Receiver against any liability arising from any disposal made under Clause 12.3.1.

12.4 Lender has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this Deed on a Receiver may, after the security constituted by this Deed has become enforceable, be exercised by the Lender in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

12.5 Conversion of currency

12.5.1 For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Lender may convert any monies received, recovered or realised by it under this Deed (including the proceeds of any previous conversion under this Clause 12.5) from their existing currencies of denomination into any other currencies of denomination that the Lender may think fit.

12.5.2 Any such conversion shall be effected at the Lender's then prevailing spot selling rate of exchange for such other currency against the existing currency

12.5.3 Each reference in this Clause 12.5 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency

12.6 New accounts

12.6.1 If the Lender receives, or is deemed to have received, notice of any subsequent Security, or other interest, affecting all or part of the Secured Assets, the Lender may open a new account for any Chargor in the Lender's books. Without prejudice to the Lender's right to combine accounts, no money paid to the credit of any Chargor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities

12.6.2 If the Lender does not open a new account immediately on receipt of the notice, or deemed notice, under Clause 12.6.1, then, unless the Lender gives express written notice to the contrary to the relevant Chargor, all payments made by that Chargor to the Lender 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 Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Lender

12.7 Indulgence

The Lender may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this Deed (whether or not any such person is jointly liable with any Chargor) in respect of any of the Secured

Liabilities, or of any other security for them without prejudice either to this Deed or to the liability of any Chargor for the Secured Liabilities

12.8 Appointment of an Administrator

12.8.1 The Lender may, without notice to any Chargor, appoint any one or more persons to be an Administrator of any Chargor pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this Deed becomes enforceable

12.8.2 Any appointment under this Clause 12.8 shall:

- (i) be in writing signed by a duly authorised signatory of the Lender, and
- (ii) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.

12.8.3 The Lender may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this Clause 12.8 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

12.9 Further advances

The Lender covenants with each Chargor that it shall perform its obligations to make advances under the Facility Agreement (including any obligation to make available further advances).

13. When security becomes enforceable

13.1 Security becomes enforceable on Event of Default

The security constituted by this Deed shall become immediately enforceable if an Event of Default occurs.

13.2 Discretion

After the security constituted by this Deed has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets

14. Enforcement of security

14.1 Enforcement powers

14.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.

14.1.2 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Deed) shall be immediately exercisable at any time after the security constituted by this Deed has become enforceable under Clause 13.1.

14.1.3 Section 103 of the LPA 1925 does not apply to the security constituted by this Deed.

14.2 Extension of statutory powers of leasing

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Lender and any Receiver, at any time after the security constituted by this Deed has become enforceable, whether in its own name or in that of any Chargor, to

- 14.2.1 grant a lease or agreement to lease;
- 14.2.2 accept surrenders of leases; or
- 14.2.3 grant any option of the whole or any part of the Secured Assets with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of any Chargor, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Lender or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925

14.3 Access on enforcement

14.3.1 At any time after the Lender has demanded payment of the Secured Liabilities or if any Chargor defaults in the performance of its obligations under this Deed or the Facility Agreement, each Chargor will allow the Lender or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Secured Asset and for that purpose to enter on any premises where a Secured Asset is situated (or where the Lender or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to any Chargor for, or by any reason of, that entry

14.3.2 At all times, each Chargor must use its best endeavours to allow the Lender or its Receiver access to any premises for the purpose of Clause 14.3.1 (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same

14.4 Prior Security

At any time after the security constituted by this Deed has become enforceable, or after any powers conferred by any Security having priority to this Deed shall have become exercisable, the Lender may:

14.4.1 redeem that or any other prior Security,

14.4.2 procure the transfer of that Security to it; and

14.4.3 settle and pass any account of the holder of any prior Security

The settlement and passing of any such account passed shall, in the absence of any manifest error, be conclusive and binding on each Chargor. All monies paid by the Lender to an encumbrancer in settlement of any of those accounts shall, as from its payment by the Lender, be due from the relevant Chargor to the Lender on current account and shall bear interest at the default rate of interest specified in the Facility Agreement and be secured as part of the Secured Liabilities

14.5 Protection of third parties

No purchaser, mortgagee or other person dealing with the Lender, any Receiver or Delegate shall be concerned to enquire:

14.5.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;

14.5.2 whether any power the Lender, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or

14.5.3 how any money paid to the Lender, any Receiver or any Delegate is to be applied

14.6 Privileges

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

14.7 No liability as mortgagee in possession

Neither the Lender, any Receiver, any Delegate nor any Administrator shall be liable, by reason of entering into possession of a Security Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Secured Assets for which a mortgagee in possession might be liable as such

14.8 Conclusive discharge to purchasers

The receipt of the Lender, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Lender, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

14.9 Right of appropriation**14.9.1 To the extent that**

- (i) the Secured Assets constitute Financial Collateral; and
- (ii) this Deed and the obligations of each Chargor under it constitute a Security Financial Collateral Arrangement,

the Lender shall have the right, at any time after the security constituted by this Deed has become enforceable, to appropriate all or any of those Secured Assets in or towards the payment or discharge of the Secured Liabilities in any order that the Lender may, in its absolute discretion, determine

14.9.2 The value of any Secured Assets appropriated in accordance with this Clause shall be:

- (i) in the case of cash, the amount standing to the credit of each Chargor's accounts with any bank, financial institution or other person, together with all interest accrued but unposted, at the time the right of appropriation is exercised; and
- (ii) in the case of investments, the price of those investments at the time the right of appropriation is exercised as listed on any recognised market index or determined by any other method that the Lender may select (including independent valuation).

14.9.3 Each Chargor agrees that the methods of valuation provided for in this Clause are commercially reasonable for the purposes of the Financial Collateral Regulations**15. Receiver****15.1 Appointment**

At any time after the security constituted by this Deed has become enforceable, or at the request of a Chargor, the Lender may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets

15.2 Removal

The Lender may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated

15.3 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this Deed, to the extent not otherwise discharged.

15.4 Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise

15.5 Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this Deed or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Secured Assets.

15.6 Agent of the Chargors

Any Receiver appointed by the Lender under this Deed shall be the agent of the relevant Chargor and any such Chargor shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until such Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender.

16. Powers of Receiver

16.1 General

16.1.1 Any Receiver appointed by the Lender under this Deed shall, in addition to the powers conferred on him by statute, have the powers set out in Clause 16.2 to Clause 16.23.

16.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

16.1.3 Any exercise by a Receiver of any of the powers given by Clause 16 may be on behalf of any Chargor, the directors of any Chargor (in the case of the power contained in Clause 16.16) or himself.

16.2 Repair and develop Properties

A Receiver may undertake or complete any works of repair, building or development on the Properties and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

16.3 Surrender leases

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting any Property and may grant any other interest or right over any Property on any terms, and subject to any conditions, that he thinks fit.

16.4 Employ personnel and advisers

A Receiver may provide services and employ or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he thinks fit. A Receiver may discharge any such person or any such person appointed by any Chargor.

16.5 Make VAT elections

A Receiver may make, exercise or revoke any value added tax option to tax as he thinks fit.

16.6 Remuneration

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) that the Lender may prescribe or agree with him.

16.7 Realise Secured Assets

A Receiver may collect and get in the Secured Assets or any part of them in respect of which he is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights.

16.8 Manage or reconstruct the Chargors' business

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of any Chargor.

16.9 Dispose of Secured Assets

A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which he is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.

16.10 Sever fixtures and fittings

A Receiver may sever and sell separately any fixtures or fittings from any Property without the consent of any Chargor.

16.11 Sell Book Debts

A Receiver may sell and assign all or any of the Book Debts in respect of which he is appointed in any manner, and generally on any terms and conditions, that he thinks fit.

16.12 Valid receipts

A Receiver may give valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.

16.13 Make settlements

A Receiver may make any arrangement, settlement or compromise between any Chargor and any other person that he may think expedient.

16.14 Bring proceedings

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as he thinks fit.

16.15 Improve the Equipment

A Receiver may make substitutions of, or improvements to, the Equipment as he may think expedient.

16.16 Make calls on Chargors' members

A Receiver may make calls conditionally or unconditionally on the members of any Chargor in respect of uncalled capital with (for that purpose and for the purpose of enforcing payments of any calls so made) the same powers as are conferred by the articles of association of the relevant Chargor on its directors in respect of calls authorised to be made by them.

16.17 Insure

A Receiver may, if he thinks fit, but without prejudice to the indemnity in Clause 16 (*Other Indemnities*) of the Facility Agreement, effect with any insurer any policy of Insurance either in lieu or satisfaction of, or in addition to, the Insurance required to be maintained by any Chargor under this Deed.

16.18 Powers under the LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925, and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

16.19 Borrow

A Receiver may, for any of the purposes authorised by this Clause 16, raise money by borrowing from the Lender (or from any other person) either unsecured or on the security of all or any of the Secured Assets in respect of which he is appointed on any terms that he thinks fit (including, if the Lender consents, terms under which that security ranks in priority to this Deed).

16.20 Redeem prior Security

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the relevant Chargor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

16.21 Delegation

A Receiver may delegate his powers in accordance with this Deed.

16.22 Absolute beneficial owner

A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights he would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Secured Assets or any part of the Secured Assets.

16.23 Incidental powers

A Receiver may do any other acts and things that he:

16.23.1 may consider desirable or necessary for realising any of the Secured Assets;

16.23.2 may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this Deed or law; or

16.23.3 lawfully may or can do as agent for any Chargor

17. Delegation

17.1 Delegation

The Lender or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed (including the power of attorney granted under Clause 20.1)

17.2 Terms

The Lender and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit

17.3 Liability

Neither the Lender nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate

18. Application of proceeds

18.1 Order of application of proceeds

All monies received by the Lender, a Receiver or a Delegate pursuant to this Deed, after the security constituted by this Deed has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

18.1.1 in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Lender (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this Deed, and of all remuneration due to any Receiver under or in connection with this Deed;

18.1.2 in or towards payment of or provision for the Secured Liabilities in any order and manner that the Lender determines; and

18.1.3 in payment of the surplus (if any) to the relevant Chargor or other person entitled to it.

18.2 Appropriation

Neither the Lender, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

18.3 Suspense account

All monies received by the Lender, a Receiver or a Delegate under this Deed

- 18.3.1 may, at the discretion of the Lender, Receiver or Delegate, be credited to any suspense or securities realised account;
- 18.3.2 shall bear interest, if any, at the rate agreed in writing between the Lender and the relevant Chargor; and
- 18.3.3 may be held in that account for so long as the Lender, Receiver or Delegate thinks fit

19. Further assurance

19.1 Further assurance

19.2 Each Chargor shall, at its own expense, take whatever action the Lender or any Receiver may reasonably require for:

- 19.2.1 creating, perfecting or protecting the security intended to be created by this Deed;
- 19.2.2 facilitating the realisation of any Secured Asset; or
- 19.2.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any Secured Asset,

19.3 Including, without limitation (if the Lender or Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any registration

20. Power of attorney

20.1 Appointment of attorneys

By way of security, each Chargor irrevocably appoints the Lender, every Receiver and every Delegate separately to be its attorney and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

- 20.1.1 it is required to execute and do under this Deed, or
- 20.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Deed or by law on the Lender, any Receiver or any Delegate

20.2 Ratification of acts of attorneys

Each Chargor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in Clause 20.1.

21. Release

21.1 Subject to Clause 23.4, on the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of a Chargor, take whatever action is necessary to:

- 21.1.1 release the Secured Assets from the security constituted by this Deed; and
- 21.1.2 reassign the Secured Assets to the relevant Chargor

22. Amendments, waivers and consents

22.1 Amendments

No amendment of this Deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative)

22.2 Waivers and consents

22.2.1 A waiver of any right or remedy under this Deed or by law, or any consent given under this Deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision

22.2.2 A failure to exercise, or a delay in exercising, any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Deed. No single or partial exercise of any right or remedy provided under this Deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Deed by the Lender shall be effective unless it is in writing

22.3 Rights and remedies

The rights and remedies provided under this Deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law

23. Further provisions

23.1 Additional Chargors

A company which is required by or pursuant to the provisions of the Finance Documents to become a Chargor, or which the Lender agrees may become a Chargor, (an "Additional Chargor") shall deliver to the Lender an Accession Deed, duly executed by the Additional Chargor and by the Parent (for itself and as agent for each other Chargor), and shall become a Party when such Accession Deed has been executed by the Lender and delivered.

23.2 Independent security

The security constituted by this Deed shall be in addition to, and independent of, any other security or guarantee that the Lender may hold for any of the Secured Liabilities at any time. No prior security held by the Lender over the whole or any part of the Secured Assets shall merge in the security created by this Deed.

23.3 Continuing security

The security constituted by this Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this Deed in writing.

23.4 Discharge conditional

Any release, discharge or settlement between any Chargor and the Lender shall be deemed conditional on no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

23.4.1 the Lender or its nominee may retain this Deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund, and

23 4 2 the Lender may recover the value or amount of such security or payment from that Chargor subsequently as if the release, discharge or settlement had not occurred

23 5 Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this Deed.

23 6 Small company moratorium

Notwithstanding anything to the contrary in this Deed, neither the obtaining of a moratorium by any Chargor under schedule A1 to the Insolvency Act 1986 nor the doing of anything by any Chargor with a view to obtaining such a moratorium (including any preliminary decision or investigation) shall be, or be construed as

23.6.1 an event under this Deed which causes any floating charge created by this Deed to crystallise,

23 6 2 an event under this Deed which causes any restriction which would not otherwise apply to be imposed on the disposal of any property by any Chargor, or

23 6 3 a ground under this Deed for the appointment of a Receiver.

24. Notices

All notices with respect to this Deed shall be delivered in accordance with clause 30 (*Notices*) of the Facility Agreement

25. Incorporated provisions

The provisions of clauses 1 4 (*Third party rights*), 16 (*Other indemnities*), 18 (*Costs and Expenses*), 25.1 (*Assignment, transfers and securitisation*), 26 1 (*Assignment and transfers by Obligors*), 28.4 (*Set-off by Obligors*), 29 (*Set-off*), 31 (*Calculations and Certificates*), 32 (*Partial invalidity*) and 36 (*Counterparts*) of the Facility Agreement apply to this Deed as if they were set out in full in this Deed, except that each reference in that clause to, the Facility Agreement shall be read as a reference to this Deed.

26. Governing law and jurisdiction

26 1 Governing law

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

26 2 Jurisdiction

26 2 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**")

26.2 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

26 2 3 This Clause 26 2 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions

26.3 Other service

Each Chargor irrevocably consents to any process in any legal action or proceedings under Clause 26 2 being served on it in accordance with the provisions of this Deed relating to service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

**SCHEDULE 1
PROPERTY****Part 1
Registered property**

Name of owner	Description	Title number(s)	Tenure
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**Part 2
Unregistered property**

Name of owner	Description	County	Tenure
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**SCHEDULE 2
RELEVANT AGREEMENTS**

Contract

Date

Parties

SCHEDULE 3
NOTICE AND ACKNOWLEDGEMENT - RELEVANT AGREEMENT

Part 1
Form of notice

[On the letterhead of the relevant Chargor]

[NAME OF COUNTERPARTY]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear Sirs,

Debenture (Debenture) dated **[DATE]** between **[CHARGOR]** and others (as Chargors) and Bank of Scotland (as Lender)

We refer to the **[DESCRIBE RELEVANT AGREEMENT]** (the Contract)

This letter constitutes notice to you that under the Debenture [(a copy of which is attached)] we have [charged OR assigned, by way of security,] to Bank of Scotland plc (the Lender) all our rights in respect of the Contract.

We confirm that:

- We will remain liable under the Contract to perform all the obligations assumed by us under the Contract.
- None of the Lender, any delegate appointed by the Lender or any receiver will at any time be under any obligation or liability to you under or in respect of the Contract
- Neither the Debenture nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Contract
- Subject to the above, we will remain entitled to exercise all our rights, powers and discretions under the Contract and you may continue to deal with us in relation to the Contract and give notices under the Contract to us unless and until you receive written notice to the contrary from the Lender. Thereafter, all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Lender or as it directs and we will cease to have any right to deal with you in relation to the Contract and you must deal only with the Lender

Please note that we have agreed that we will not amend or waive any provision of or terminate the Contract without the prior written consent of the Lender.

The instructions in this notice may only be revoked or amended with the prior written consent of the Lender.

Please confirm that you agree to the terms of this notice, and to act in accordance with its provisions, by sending the attached acknowledgement to the Lender at 25 Gresham Street, London EC2V 7HN, with a copy to us

This notice, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales

Yours faithfully,

.. .. .

[NAME OF CHARGOR]

Part 2
Form of acknowledgement

[On the letterhead of the counterparty]

Bank of Scotland plc
c/o Lloyds Bank plc
25 Gresham Street
London
EC2V 7HN

Dear Sirs,

Debenture (Debenture) dated [DATE] between [CHARGOR] and others (as Chargors) and Bank of Scotland plc (as Lender).

We confirm receipt from **[CHARGOR] (Chargor)** of a notice (the **Notice**) dated **[DATE]** of [a charge OR an assignment, by way of security.] of all the Chargor's rights under **[DESCRIBE RELEVANT AGREEMENT] (the Contract)**.

[Terms defined in the Notice shall have the same meaning when used in this acknowledgement.]

We confirm that:

- We accept the confirmations and instructions contained in the Notice and agree to comply with the Notice
- There has been no amendment, waiver or release of any rights or interests in the Contract since the date of the Contract
- We will not cancel, avoid, release or otherwise allow the Contract to lapse without giving the Lender at least 30 days' prior written notice
- We have not, as at the date of this acknowledgement, received notice that the Chargor has assigned its rights under the Contract to a third party, or created any other interest (whether by way of security or otherwise) in the Contract in favour of a third party
- The Lender will not in any circumstances have any liability in relation to the Contract.
- The Contract shall not be rendered void, voidable or unenforceable by reason of any non-disclosure by the Lender.

This letter, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.

Yours faithfully,

..... ..

[COUNTERPARTY]

**SCHEDULE 4
NOTICE AND ACKNOWLEDGEMENT - INSURANCE POLICY**

**Part 1
Form of notice**

[On the letterhead of the relevant Chargor]

[NAME OF INSURANCE COMPANY]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear Sirs,

Debenture (Debenture) dated [DATE] between [CHARGOR] and others (as Chargors) and Bank of Scotland plc (as Lender).

We refer to the [DESCRIBE INSURANCE POLICY AND SPECIFY ITS POLICY NUMBER] (Policy).

This letter constitutes notice to you that under the Debenture [(a copy of which is attached)] we have [charged OR assigned, by way of security,] to Bank of Scotland plc (the Lender) all our rights in respect of the Policy (including all claims and all returns of premium in connection with the Policy)

We irrevocably instruct and authorise you to:

- Hold all sums from time to time due and payable by you to us under the Policy to the order of the Lender.
- Pay, or release, all monies to which we are entitled under the Policy to the Lender, or to such persons as the Lender may direct.
- Disclose information in relation to the Policy to the Lender on request by the Lender

Neither the Debenture nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Policy.

Subject to the foregoing, you may continue to deal with us in relation to the Policy until you receive written notice to the contrary from the Lender. Thereafter, we will cease to have any right to deal with you in relation to the Policy and you must deal only with the Lender.

The instructions in this notice may only be revoked or amended with the prior written consent of the Lender

Please confirm that you agree to the terms of this notice and to act in accordance with its provisions by sending the attached acknowledgement to the Lender at 25 Gresham Street, London EC2V 7HN, with a copy to us

This notice, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales

Yours faithfully,

.....

[NAME OF CHARGOR]

Part 2
Form of acknowledgement

[On the letterhead of the Insurance company]

Bank of Scotland plc
c/o Lloyds Bank plc
25 Gresham Street
London
EC2V 7HN

[DATE]

Dear Sirs,

Debenture (Debenture) dated [DATE] between [CHARGOR] and others (as Chargors) and Bank of Scotland plc (as Lender)

We confirm receipt from **[CHARGOR]** (the **Chargor**) of a notice (the **Notice**) dated **[DATE]** of [a charge OR an assignment, by way of security.] of all the Chargor's rights under **[DESCRIBE INSURANCE POLICY AND ITS NUMBER]** (the **Policy**)

[Terms defined in the Notice shall have the same meaning when used in this acknowledgement]

We confirm that:

- We accept the instructions and authorisations contained in the Notice and agree to comply with the Notice.
- We have noted the Lender's interest on the Policy as **[DESCRIBE NOTATION REQUIRED BY LENDER TO BE ENDORSED ON POLICY, FOR EXAMPLE, "FIRST MORTGAGEE AND FIRST LOSS PAYEE" OR AS "CO-INSURED"]**.
- There has been no amendment, waiver or release of any rights or interests in the Policy since the date the Policy was issued.
- We will not cancel, avoid, release or otherwise allow the Policy to lapse without giving the Lender at least 30 days' prior written notice.
- We have not, as at the date of this acknowledgement, received notice that the Chargor has assigned its rights under the Policy to a third party, or created any other interest (whether by way of security or otherwise) in the Policy in favour of a third party.
- The Lender will not in any circumstances be liable for the premiums in relation to the Policy.
- The Policy shall not be rendered void, voidable or unenforceable by reason of any non-disclosure by the Lender.

This letter, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales

Yours faithfully,

.....

[INSURER]

SCHEDULE 5 FORM OF ACCESSION DEED

This Deed is made on 20[15] between:

[FULL NAME OF ACCEDING COMPANY] Incorporated and registered in England and Wales with company number **[NUMBER]** and having its registered office at **[REGISTERED OFFICE ADDRESS]** ("Additional Chargor");¹

[FULL NAME OF PARENT] Incorporated and registered in England and Wales with company number **[NUMBER]** and having its registered office at **[REGISTERED OFFICE ADDRESS]** ("Parent"), and

BANK OF SCOTLAND PLC (Company Number **SC327000**) having its registered office at the Mound, Edinburgh EH1 1YZ as lender ("Lender")

1. Interpretation

- 1.1 In this Deed, the "Debenture" means a debenture dated [date] made between, amongst others, the Parent, each of the other Chargors and the Lender as amended, novated, supplemented, extended, or restated, from time to time
- 1.2 Unless a contrary indication appears,
- (a) each term used in this Deed which is defined in the Debenture or the definition of which is incorporated by reference into the Debenture shall have the same meaning as applies in the Debenture; and
 - (b) the principles of construction set out or referred to in clause 1.2 (*Interpretation*) of the Debenture shall apply also (where relevant) to this Deed.

2. Representations

The Additional Chargor warrants and represents to the Lender that:

- 2.1 It is a [wholly owned] Subsidiary of the Parent / [member of the Group]; and
- 2.2 It has given due consideration to the terms and conditions of the Finance Documents (including the Debenture and this Deed) and has satisfied itself that there are reasonable grounds for believing that by executing this Deed the Additional Chargor will derive commercial benefit and that it enters into this Deed in good faith and for the purposes of the promotion of the success of its business

3. Agreement to accede

The Additional Chargor agrees to accede and become a party to and to be bound by the terms of the Debenture as a Chargor with effect from the date of this Deed (the "Effective Date")

4. Effect of accession

On and after the Effective Date, the Debenture shall be read and construed for all purposes as if the Additional Chargor had been an original party to it in the capacity of Chargor (but so that the Security created consequent on such accession shall be created on the Effective Date).

¹ Adopt composite approach if more than one company acceding

5. Security

5.1 Security over all assets

- (a) The Additional Chargor grants to the Lender in relation to its assets and undertaking the same Security as is set out in clause 3 (*Grant of security*) of the Debenture
- (b) The Additional Chargor agrees and confirms that such Security (i) shall be effective and binding upon it and its assets and undertaking and (ii) shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other Party's execution of the Debenture or any other Accession Deed, or by any avoidance, invalidity, discharge or release of any Security contained in the Debenture or, in any other Accession Deed

5.2 [Specific Security]

Without limiting the generality of clause 5.1 (*Security over all assets*) or of the Debenture, the Additional Chargor, as a continuing security for the payment, discharge and performance of the Secured Liabilities charges in favour of the Lender

- (a) [by way of first legal mortgage, all its Property, identified in Schedule 1 (*Details of Property owned by the Additional Chargor*) to this Deed;]
- (b) [as a continuing security for the payment, discharge and performance of the Secured Liabilities assigns and agrees to assign in favour of the Lender all of its right, title and interest (if any) in and to each of the contracts and agreements specified in Schedule 2 (*Relevant Agreements*) to this Deed, each of which is deemed to be included in the definition of "Relevant Agreements" for the purposes of the Debenture]]

6. Agreement and consent by Chargors

The Parent, for itself and as agent for and on behalf of all other Chargors under the Debenture, agrees and consents to all matters provided for in this Deed

7. Construction

The Debenture shall continue in full force and effect but amended with effect from the Effective Date in the manner and to the extent provided in this Deed; and the Debenture and this Deed shall be read as one and so that references in the Debenture to "**this Deed**", and similar phrases shall be deemed to include this Deed.

8. This Deed

- 8.1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law
- 8.2 The Additional Chargor has entered into this Deed in consideration of the Lender making or continuing to make facilities available to [the Additional Chargor] [and] [the Parent or any other member of the Group] on the terms agreed in the Finance Documents.]
- 8.3 The Lender and the Parent designate this Deed as a Finance Document
- 8.4 This Deed and every counterpart is the property of the Lender.

This Deed is made and delivered as a deed on the date stated above

[Insert Schedules as appropriate]

[Insert execution provisions as appropriate]

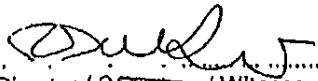
EXECUTION

THE PARENT

Executed and delivered as a deed by
CHARLES TYRWHITT SHIRTS LIMITED
 acting by



 Director



 Director / Secretary / Witness
 (delete as applicable)

Witness name: PETA DUCKLER

Witness address 7 ROBINSON ROAD ORNG
 Thame
 OX9 3DQ

THE LENDER

BANK OF SCOTLAND

By