



Registration of a Charge

Company Name: **B J OFFICE EQUIPMENT LIMITED**

Company Number: **03240821**



XBII7CY8

Received for filing in Electronic Format on the: **09/12/2022**

Details of Charge

Date of creation: **30/11/2022**

Charge code: **0324 0821 0001**

Persons entitled: **ADRIAN DOUGLAS RUMBLE**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **LCF LAW**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3240821

Charge code: 0324 0821 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th November 2022 and created by B J OFFICE EQUIPMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th December 2022 .

Given at Companies House, Cardiff on 12th December 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

DATED 30 NOVEMBER 2022

(1) THE COMPANIES NAMED IN THIS DEED
as Original Chargors

and

(2) ADRIAN DOUGLAS RUMBLE

COMPOSITE GUARANTEE & DEBENTURE

LCF LAW™

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Leeds
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Ref: SEC/JXR/BEN696/1

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30 NOVEMBER

THIS COMPOSITE GUARANTEE AND DEBENTURE is made on 30 NOVEMBER 2022

BETWEEN:

- (1) THE COMPANIES LISTED IN SCHEDULE 1 TO this deed (the "original chargors"); and
- (2) ADRIAN DOUGLAS RUMBLE of Sherwood 5 Breary Lane East, Bramhope, Leeds, West Yorkshire, LS16 9BH the "Chargee").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

(a) terms defined in, or construed for the purposes of, the Sale Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed);

(b) at all times the following terms have the following meanings:

"Accession Deed" means an accession deed substantially in the form set out in schedule 4 (*Form of Accession Deed*);

"Account Bank" means any bank or other financial institution with which any Charged Account is maintained from time to time;

"Act" means the Law of Property Act 1925;

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 5.3 (*Security assignments*);

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

"Charged Accounts" means each account charged by or pursuant to this Deed;

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

"Charged Securities" means:

all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "*investments*" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Deed) now or in future owned (legally or beneficially) by a Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Chargor has an interest at any time;

"Chargors" means:

(a) the Original Chargors; and

(b) any other entity which accedes to this Deed pursuant to an Accession Deed;

"**Debenture Security**" means the Security created or evidenced by or pursuant to this Deed or any Accession Deed;

"**Deed of Priorities**" means the deed of priorities entered into on or around the date of this deed between each of the parties to this deed and Barclays Bank Plc;

"**Default Rate**" means the rate of interest determined in accordance with clause 5.2 of the Sale Agreement;

"**Delegate**" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Chargee or by a Receiver;

"**Event of Default**" means each Event of Default as defined in the Sale Agreement;

"**Guarantee**" means the guarantee and indemnity contained in clause 1.5 as extended by schedule 2 (*The Guarantee*);

"**Insurances**" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Chargor or in which a Chargor from time to time has an interest but excluding such policies of insurance to the extent that they relate to third party liabilities;

"**Intellectual Property**" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Chargor in, or relating to:

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

"**Parent**" means Ben Johnson Interiors Limited (registered no. 14112693);

"**Party**" means a party to this Deed;

"**Permitted Security**" means the Bank's Security as defined in the Deed of Priorities;

"**Planning Acts**" means (a) the Town and Country Planning Act 1990, (b) the Planning (Listed Buildings and Conservation Areas) Act 1990, (c) the Planning (Hazardous Substances) Act 1990, (d) the Planning (Consequential Provisions) Act 1990, (e) the Planning and Compensation Act 1991, (f) any regulations made pursuant to any of the foregoing and (g) any other legislation of a similar nature;

"**Real Property**" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to any Chargor, or in which any Chargor has an interest at any time, together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;

- (b) all easements, rights and agreements in respect thereof; and
- (c) the benefit of all covenants given in respect thereof;

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

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

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Chargee under this Deed;

"Related Rights" means, in relation to any Charged Securities:

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

"Sale Agreement" means the share sale and purchase agreement dated on or around the date of this Deed between, among others, (1) Parent and (2) the Chargee pursuant to which the Parent acquired the entire issued share capital of Target;

"Secured Obligations" means all or any money, obligations and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner of the Parent to the Chargee, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), under the Sale Agreement and including interest after as well as before any demand made or judgment or decree contained under or in relation to this Deed;

"Security" means a mortgage, charge, pledge, lien, hypothecation, assignment or deposit by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) the Parent has no further commitment, obligation or liability to the Chargee under or pursuant to the Sale Agreement;

"Subsidiary Shares" means all shares present or future owned legally or beneficially by any Chargor in the issued share capital of any other member of the Group;

"Target" means Media History Limited (Company Number 014112693); and

"Transaction Document" means the Sale Agreement.

1.2 Interpretation

1.2.1 Unless a contrary indication appears, any reference in this Deed to:

1.2.1.1 a "Chargor", the "Chargee" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

1.2.1.2 "this Deed", the "Sale Agreement", any other "Transaction Document" or any other agreement or instrument is a reference to this Deed, the Sale Agreement, that other Transaction Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any member of the Group or provides for further advances); and

1.2.1.3 "Secured Obligations" includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any member of the Group.

1.2.2 Each undertaking of a Chargor (other than a payment obligation) contained in this Deed:

1.2.2.1 must be complied with at all times during the Security Period; and

1.2.2.2 is given by such Chargor for the benefit of the Chargee.

1.2.3 The terms of the other Transaction Documents, and of any side letters between any of the parties to them in relation to any Transaction Document, are incorporated in this Deed to the extent required to ensure that any disposition of the Real Property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.2.4 If the Chargee reasonably considers that an amount paid by any member of the Group to the Chargee under a Transaction Document is capable of being avoided or otherwise set aside on the liquidation or administration of such member of the Group, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

1.2.5 The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

1.3 Joint and several

The liabilities and obligations of each Chargor under this Deed are joint and several. Each Chargor agrees to be bound by this Deed notwithstanding that any other Chargor which was intended to sign or be bound by this Deed did not so sign or is not bound by this Deed.

1.4 Third party rights

Save as expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

1.5 Deed of Priorities

The terms of this Deed are subject to the terms of the Deed of priorities.

2. GUARANTEE AND INDEMNITY

2.1 Guarantee and indemnity

Each Chargor irrevocably and unconditionally jointly and severally:

2.1.1 guarantees to the Chargee punctual performance by the Parent of its obligations under the Transaction Document;

2.1.2 undertakes with the Chargee that whenever the Parent does not pay any amount when due under or in connection with any Transaction Document, that Chargor shall immediately on demand pay that amount as if it were the principal obligor; and

2.1.3 agrees with the Chargee that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Chargee immediately on demand against any costs, loss or liability it incurs as a result of the Parent not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Transaction Document on the date when it would have been due. The amount payable by a Chargor under this indemnity will not exceed the amount it would have had to pay under this Deed if the amount claimed had been recoverable on the basis of a guarantee.

2.2 Extension of guarantee

The guarantee set out in this clause 1.5 is given subject to and with the benefit of the provisions set out in schedule 2 (*The Guarantee*).

3. COVENANT TO PAY

3.1 Covenant to pay

3.1.1 Each Chargor, as principal obligor and not merely as surety, covenants in favour of the Chargee that it will pay and discharge the Secured Obligations from time to time when they fall due.

3.1.2 Every payment by a Chargor of a Secured Obligation which is made to or for the benefit of Chargee to which that Secured Obligation is due and payable in accordance with the Transaction Document under which such sum is payable to the Chargee, shall operate in satisfaction to the same extent of the covenant contained in clause 3.1.1.

3.2 Default interest

Any amount which is not paid under this Deed when due shall bear interest on a daily basis (both before and after judgment and payable on demand) at the Default Rate from the due date

until the date on which such amount is unconditionally and irrevocably paid and discharged in full.

4. GRANT OF SECURITY

4.1 Nature of security

All Security and dispositions created or made by or pursuant to this Deed (including for the avoidance of doubt pursuant to any Accession Deed) are created or made:

4.1.1 in favour of the Chargee;

4.1.2 with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and

4.1.3 as continuing security for payment of the Secured Obligations.

4.2 Qualifying floating charge

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

5. FIXED SECURITY

5.1 Fixed charges

5.2 Each Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it or in which it from time to time has an interest:

5.2.1 by way of first legal mortgage:

5.2.1.1 the Real Property (if any) specified in part 1 of schedule 3 (*Details of Security Assets*); and

5.2.1.2 all other Real Property (if any) and all interests in Real Property not charged by clause 5.2.1.1;

5.2.2 by way of first fixed charge:

5.2.2.1 all other Real Property and all interests in Real Property not charged by clause 5.15.2.1;

5.2.2.2 all licences to enter upon or use land and the benefit of all other agreements relating to land; and

5.2.2.3 the proceeds of sale of all Real Property;

5.2.3 by way of first fixed charge all plant and machinery (not charged by clause 5.2.1 or 5.15.2.2) and the benefit of all contracts, licences and warranties relating to the same;

5.2.4 by way of first fixed charge:

5.2.4.1 all computers, vehicles, office equipment and other equipment (not charged by clause 5.2.3); and

5.2.4.2 the benefit of all contracts, licences and warranties relating to the same,

5.2.5 by way of first fixed charge:

5.2.5.1 the Charged Securities (if any) referred to in part 2 of schedule 3 (*Details of Security Assets*); and

5.2.5.2 all other Charged Securities (not charged by clause 5.2.5.1),

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

5.2.6 by way of first fixed charge:

5.2.7 all accounts of such Chargor with any bank, financial institution or other person at any time and all monies at any time standing to the credit of such accounts,

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

5.2.8 by way of first fixed charge:

5.2.8.1 the Intellectual Property (if any) specified in part 3 of schedule 3 (*Details of Security Assets*); and

5.2.8.2 all other Intellectual Property (if any) (not charged by clause 5.2.8.1);

5.2.9 to the extent that any Assigned Asset is not effectively assigned under clause 5.3 (*Security assignments*), by way of first fixed charge such Assigned Asset;

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

5.2.10.1 the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of such Chargor or the use of any of its assets; and

5.2.10.2 any letter of credit issued in favour of such Chargor and all bills of exchange and other negotiable instruments held by it; and

5.2.11 by way of first fixed charge all of the goodwill and uncalled capital of such Chargor.

5.3 Security assignments

5.3.1 Each Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:

5.3.1.1 all Insurances including each present and future key-man policy and all claims under the Insurances and all proceeds of the Insurances; and

5.3.1.2 all other Receivables.

5.3.2 To the extent that any Assigned Asset is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Chargor to any proceeds of such Insurances or Receivables.

5.4 Assigned Assets

The Chargee are not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of any related contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Deed.

6. FLOATING CHARGE

6.1 Each Chargor charges and agrees to charge by way of first floating charge all of its present and future:

6.1.1 assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to clause 5.1 (*Fixed charges*), clause 5.3 (*Security assignments*) or any other provision of this Deed; and

6.1.2 (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

7. CONVERSION OF FLOATING CHARGE

7.1 Conversion by notice

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

7.1.1 an Event of Default has occurred; or

7.1.2 the Chargee (acting reasonably) considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

7.2 Small companies

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

7.3 Automatic conversion

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

7.3.1 in relation to any Security Asset which is subject to a floating charge if:

7.3.1.1 such Chargor creates (or attempts or purports to create) any Security other than Permitted Security over the relevant Security Asset without the prior written consent of the Chargee; or

7.3.1.2 any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and

7.3.2 over all Security Assets of a Chargor which are subject to a floating charge if an administrator is appointed in respect of such Chargor or the Chargee receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

7.4 Scottish property

Clause 7.3 (*Automatic conversion*) will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

7.5 Partial conversion

The giving of a notice by the Chargee pursuant to clause 7.1 (*Conversion by notice*) in relation to any asset or class of assets of any Chargor shall not be construed as a waiver or abandonment of the rights of the Chargee to serve similar notices in respect of any other asset or class of assets or of any other right of the Chargee.

8. CONTINUING SECURITY

8.1 Continuing security

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

8.2 Additional and separate security

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

8.3 Right to enforce

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

9. LIABILITY OF CHARGORS RELATING TO SECURITY ASSETS

Notwithstanding anything contained in this Deed or implied to the contrary, each Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Chargee is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

10. REPRESENTATIONS

10.1 General

Each Original Chargor makes the representations and warranties set out in this clause 10 to the Chargee on the date of this Deed.

10.2 Ownership of Security Assets

Each Original Chargor is the sole legal and beneficial owner of all of the Security Assets (if any) identified against its name in schedule 3 (*Details of Security Assets*).

10.3 Charged Securities

The Charged Securities (if any) listed in part 2 of schedule 3 (*Details of Security Assets*) are fully paid and constitute the entire share capital owned by each Original Chargor in the relevant company and constitute the entire issued share capital of each such company.

10.4 Real Property

Part 1 of schedule 3 (*Details of Security Assets*) identifies all freehold and leasehold Real Property which is beneficially owned by each Original Chargor at the date of this Deed.

11. UNDERTAKINGS BY THE CHARGORS

11.1 Negative pledge and Disposals

In consideration of the Chargee entering into this Deed and granting or continuing to grant certain other facilities or other accommodation to the Chargors, each Chargor agrees that it will not and that it shall procure that none of its Subsidiaries shall without the prior written consent of the Chargee:

11.1.1 create or purport or attempt to create or permit to exist any Security (whether express or arising by operation of law) other than Permitted Security upon its respective undertaking or property or any of its assets; or

11.1.2 sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset.

11.2 Security Assets generally

Each Chargor shall:

11.2.1 notify the Chargee within 14 days of receipt of every material notice, order, application, requirement or proposal given or made in relation to the Security Assets by any competent authority, and (if required by the Chargee):

11.2.1.1 immediately provide it with a copy of the same; and

11.2.1.2 either (A) comply with such notice, order, application, requirement or proposal or (B) make such objections to the same as the Chargee may require or approve;

- 11.2.2 pay all rates, rents and other outgoings owed by it in respect of the Security Assets;
- 11.2.3 comply with:
 - 11.2.3.1 all obligations in relation to the Security Assets under any present or future regulation or requirement of any competent authority or any Authorisation; and
 - 11.2.3.2 all covenants and obligations affecting any Security Asset (or its manner of use);
- 11.2.4 not, except with the prior written consent of the Chargee, enter into any onerous or restrictive obligation affecting any Security Assets (except as expressly permitted by the Transaction Document);
- 11.2.5 provide the Chargee with all information which it may reasonably request in relation to the Security Assets; and
- 11.2.6 not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect).

11.3 Deposit of documents and notices relating to Real Property

Each Chargor shall, if requested by the Chargee in writing, deposit with the Chargee:

- 11.3.1 all deeds and documents of title relating to the Real Property; and
- 11.3.2 all local land charges, land charges and HM Land Registry search certificates and similar documents received by or on behalf of a Chargor,

which the Chargee may hold throughout the Security Period.

11.4 Real Property undertakings - acquisitions and notices to HM Land Registry

- 11.4.1 Each Chargor shall notify the Chargee promptly prior to the acquisition of any estate or interest in any freehold or leasehold property.
- 11.4.2 Each Chargor shall, in respect of any Real Property which is acquired by it after the date of this Deed, the title to which is registered at HM Land Registry or the title to which is required to be so registered:
 - 11.4.2.1 give HM Land Registry written notice of this Deed; and
 - 11.4.2.2 procure that notice of this Deed is clearly noted in the Register to each such title.

11.5 Real Property undertakings - maintenance

- 11.5.1 Each Chargor shall maintain all buildings and erections forming part of the Security Assets in a good state of repair.

11.5.2 No Chargor shall, except with the prior written consent of the Chargee (or as expressly permitted under the Sale Agreement):

11.5.2.1 confer on any person any lease or tenancy of any of the Real Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power);

11.5.2.2 confer on any person any right or licence to occupy any land or buildings forming part of the Real Property; or

11.5.2.3 grant any licence to assign or sub-let any part of the Real Property.

11.5.3 No Chargor shall carry out any development within the meaning of the Planning Acts in or upon any part of the Real Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure of, or a change of use of, any part of the Real Property, without first obtaining the written consent of the Chargee.

11.5.4 No Chargor shall do, or permit to be done, anything as a result of which any lease may be liable to forfeiture or otherwise be determined.

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

11.6 Insurance

11.6.1 Each Chargor shall at all times maintain insurances (with reputable independent insurance companies or underwriters) on and in relation to its business and assets against those risks and to the extent as is usual for companies carrying on the same or substantially the same or substantially similar business.

11.6.2 If at any time any Chargor defaults in:

11.6.2.1 effecting or keeping up the insurances required under the Transaction Documents; or

11.6.2.2 producing any insurance policy or receipt to the Chargee within 14 days of demand,

the Chargee may (without prejudice to its rights under clause 12 (*Power to remedy*)) take out or renew such policies of insurance in any sum which the Chargee may reasonably think expedient. All monies which are expended by the Chargee in doing so shall be deemed to be properly paid by the Chargee and shall be reimbursed by such Chargor on demand.

11.6.3 Each Chargor shall, subject to the rights of the Chargee under clause 11.6.4, diligently pursue its rights under the Insurances.

11.6.4 In relation to the proceeds of Insurances:

11.6.4.1 after the occurrence of an Event of Default Chargee shall have the sole right to settle or sue for any such claim and to give any discharge for insurance monies; and

11.6.4.2 all claims and monies received or receivable under any Insurances shall (subject to the rights or claims of any lessor or landlord or tenant of any part of the Security Assets) be applied in accordance with the Sale Agreement, or as otherwise directed by the Chargee,

or, in each case after the occurrence of an Event of Default, in permanent reduction of the Secured Obligations in accordance with the Sale Agreement, or as otherwise directed by the Chargee.

11.7 Rights of the Parties in respect of Charged Investments

11.7.1 Unless an Event of Default has occurred, each Chargor shall be entitled to:

11.7.1.1 receive and retain all dividends, distributions and other monies paid on or derived from its Charged Securities; and

11.7.1.2 exercise all voting and other rights and powers attaching to its Charged Securities, provided that it must not do so in a manner which:

11.7.1.2.1 has the effect of changing the terms of such Charged Securities (or any class of them) or of any Related Rights unless permitted by the Transaction Documents; or

11.7.1.2.2 is prejudicial to the interests of the Chargee.

11.7.2 At any time following the occurrence of an Event of Default, the Chargee may complete the instrument(s) of transfer for all or any Charged Securities/Subsidiary Shares on behalf of any Chargor in favour of itself or such other person as it may select.

11.7.3 At any time when any Charged Securities/Subsidiary Shares are registered in the name of the Chargee or its nominee, the Chargee shall be under no duty to:

11.7.3.1 ensure that any dividends, distributions or other monies payable in respect of such Charged Securities/Subsidiary Shares are duly and promptly paid or received by it or its nominee;

11.7.3.2 verify that the correct amounts are paid or received; or

11.7.3.3 take any action in connection with the taking up of any (or any offer of any) Related Rights in respect of or in substitution for, any such Charged Securities/Subsidiary Shares.

12. POWER TO REMEDY

12.1 Power to remedy

If at any time a Chargor does not comply with any of its obligations under this Deed, the Chargee (without prejudice to any other rights arising as a consequence of such non-compliance) shall

be entitled (but not bound) to rectify that default. The relevant Chargor irrevocably authorises the Chargee and its employees and agents by way of security to do all such things (including entering the property of such Chargor) which are necessary or desirable to rectify that default.

12.2 Mortgagee in possession

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

12.3 Monies expended

The relevant Chargor shall pay to the Chargee on demand any monies which are expended by the Chargee in exercising its powers under this clause 12, together with interest at the Default Rate from the date on which those monies were expended by the Chargee (both before and after judgment) and otherwise in accordance with clause 3.2 (*Default interest*).

13. WHEN SECURITY BECOMES ENFORCEABLE

13.1 When enforceable

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

13.2 Statutory powers

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

13.3 Enforcement

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

14. ENFORCEMENT OF SECURITY

14.1 General

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

14.2 Powers of leasing

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

14.3 Powers of Chargee

14.3.1 At any time after the Debenture Security becomes enforceable (or if so requested by any Chargor by written notice at any time), the Chargee may without further notice (unless required by law):

- 14.3.1.1 appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or
 - 14.3.1.2 appoint or apply for the appointment of any person who is appropriately qualified as administrator of a Chargor; and/or
 - 14.3.1.3 exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or
 - 14.3.1.4 exercise (in the name of any Chargor and without any further consent or authority of such Chargor) any voting rights and any powers or rights which may be exercised by any person(s) in whose name any Charged Investment is registered or who is the holder of any of them.
- 14.3.2 The Chargee is not entitled to appoint a Receiver in respect of any Security Assets of any Chargor which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of such Chargor.

14.4 Redemption of prior mortgages

At any time after the Debenture Security has become enforceable, the Chargee may:

- 14.4.1 redeem any prior Security against any Security Asset; and/or
- 14.4.2 procure the transfer of that Security to itself; and/or
- 14.4.3 settle and pass the accounts of the holder of any prior Security and any accounts so settled and passed shall be conclusive and binding on each Chargor.

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the relevant Chargor to the Chargee on demand.

14.5 Privileges

- 14.5.1 Each Receiver and the Chargee is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.
- 14.5.2 To the extent that the Security Assets constitute "*financial collateral*" and this Deed and the obligations of the Chargors under this Deed constitute a "*security financial collateral arrangement*" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)) each Receiver and the Chargee shall have the right after the Debenture Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.

- 14.5.3 For the purpose of clause 14.5.2, the value of the financial collateral appropriated shall be such amount as the Receiver or Chargee reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

14.6 No liability

- 14.6.1 Neither the Chargee nor any Receiver or Delegate shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).

- 14.6.2 Without prejudice to the generality of clause 14.6.1, neither the Chargee nor any Receiver or Delegate shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

14.7 Protection of third parties

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

- 14.7.1 whether the Secured Obligations have become payable;
- 14.7.2 whether any power which the Chargee or the Receiver is purporting to exercise has become exercisable;
- 14.7.3 whether any money remains due under any Transaction Document; or
- 14.7.4 how any money paid to the Chargee or to the Receiver is to be applied.

15. RECEIVER

15.1 Removal and replacement

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

15.2 Multiple Receivers

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

15.3 Remuneration

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

15.4 Payment by Receiver

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

15.5 Agent of Chargors

Any Receiver shall be the agent of the Chargor in respect of which it is appointed. Such Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration.

16. POWERS OF RECEIVER

16.1 General powers

Any Receiver shall have:

- 16.1.1 all the powers which are conferred on the Chargee by clause 14.3 (*Powers of Chargee*);
- 16.1.2 all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act;
- 16.1.3 (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986; and
- 16.1.4 all powers which are conferred by any other law conferring power on receivers.

16.2 Additional powers

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

- 16.2.1 to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;
- 16.2.2 to manage the Security Assets and the business of any Chargor as he thinks fit;
- 16.2.3 to redeem any Security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- 16.2.4 to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act, and, without limitation;
 - 16.2.4.1 fixtures may be severed and sold separately from the Real Property containing them, without the consent of any Chargor;
 - 16.2.4.2 the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party); and

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

17. APPLICATION OF PROCEEDS AND SECURITY TRUST DEED

17.1 Application

All monies received by the Chargee or any Receiver after the Debenture Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Debenture Security) be applied in accordance with and subject to the terms of the Security Trust Deed.

17.2 Contingencies

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

17.3 Appropriation, Security Trust Deed and suspense account

17.3.1 Subject to the Security Trust Deed and clause 17.1 (*Application*), the Chargee shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine.

17.3.2 Any such appropriation shall override any appropriation by any Chargor.

17.3.3 All monies received, recovered or realised by the Chargee under or in connection with this Deed may at the discretion of the Chargee be credited to a separate interest-bearing suspense account for so long as the Chargee determines (with interest accruing thereon at such rate (if any) as the Chargee may determine) without the Chargee having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations unless such monies would be sufficient to discharge all Secured Obligations in full.

18. SET-OFF

18.1 Set-off rights

18.1.1 The Chargee may (but shall not be obliged to) set off any obligation which is due and payable by any Chargor and unpaid (whether under the Transaction Documents or which has been assigned to the Chargee by any other Chargor) against any obligation (whether or not matured) owed by the Chargee to such Chargor, regardless of the place of payment, booking branch or currency of either obligation.

18.1.2 At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 18.1.1), the Chargee may (but shall not be obliged to) set-off any contingent liability owed by a Chargor under any Transaction Document against any obligation (whether or not matured) owed by the Chargee, regardless of the place of payment, booking branch or currency of either obligation.

18.1.3 If either obligation is unliquidated or unascertained, the Chargee may set off in an amount estimated by it in good faith to be the amount of that obligation.

19. DELEGATION

Each of the Chargee and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Chargee 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.

20. FURTHER ASSURANCES

- 20.1 Each Chargor shall (and the Parent shall procure that each Chargor shall) at its own expense, promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Chargee or a Receiver may reasonably specify (and in such form as the Chargee or a Receiver may reasonably require) in favour of the Chargee, a Receiver or its nominees in order to:
- 20.1.1 perfect the Security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies exercisable by the Chargee or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to this Deed or by law; and/or
 - 20.1.2 facilitate the realisation of the assets which are, or are intended to be, the subject of the Debenture Security.
- 20.2 Each Chargor shall (and the Parent shall procure that each member of the Group shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Chargee by or pursuant to this Deed.
- 20.3 Without prejudice to the generality of clause 20.1, each Chargor will immediately upon request by the Chargee execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under this Deed (including any fixed security arising or intended to arise pursuant to clause 7 (*Conversion of floating charge*)).

21. POWER OF ATTORNEY

Upon this debenture becoming enforceable each Chargor, by way of security, irrevocably and severally appoints the Chargee, each Receiver and any Delegate to be its attorney to take any action which such Chargor is obliged to take under this Deed, including under clause 20 (*Further assurances*). Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

22. CHANGES TO THE PARTIES

22.1 Chargors

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

22.2 Chargee

assurances). Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

22. CHANGES TO THE PARTIES

22.1 Chargors

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

22.2 Chargee

The Chargee may assign or transfer all or any part of its rights under this Deed. Each Chargor shall, immediately upon being requested to do so by the Chargee, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

22.3 Accession Deed

Each Chargor:

22.3.1 consents to new Subsidiaries of the Parent becoming Chargors as contemplated by the Transaction Documents; and

22.3.2 irrevocably authorises the Parent to agree to and sign any duly completed Accession Deed as agent and attorney for and on behalf of such Chargor.

23. MISCELLANEOUS

23.1 HM Land Registry

23.1.1 Each Chargor shall apply to the Chief Land Registrar (and consents to such an application being made by or on behalf of the Chargee) for a restriction on the Register of Title relating to any property registered at HM Land Registry (or any unregistered land subject to first registration).

23.1.2 Each Chargor:

23.1.2.1 authorises the Chargee to make any application which the Chargee deems appropriate for the designation of this Deed, the Sale Agreement, or any other Transaction Document as an exempt information document under rule 136 of the Land Registration Rules 2003;

23.1.2.2 shall use its best endeavours to assist with any such application made by or on behalf of the Chargee; and

23.1.2.3 shall notify the Chargee in writing as soon as it receives notice of any person's application under rule 137 of the Land Registration Rules 2003 for the disclosure of this Deed, the Sale Agreement or any other Transaction Document following its designation as an exempt information document.

23.1.3 No Chargor shall make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document.

- 23.1.4 Each Chargor shall promptly make all applications to and filings with HM Land Registry which are necessary or desirable under the Land Registration Rules 2003 to protect the Debenture Security.

23.2 Protective clauses

- 23.2.1 Each Chargor is deemed to be a principal debtor in relation to this Deed. The obligations of each Chargor under, and the security intended to be created by, this Deed shall not be impaired by any forbearance, neglect, indulgence, extension or time, release, surrender or loss of securities, dealing, amendment or arrangement by the Chargee which would otherwise have reduced, released or prejudiced this Debenture Security or any surety liability of a Chargor (whether or not known to it or to the Chargee).
- 23.2.2 Clauses 3 of schedule 2 (*Waiver of defences*), 4 of schedule 2 (*Guarantor intent*), 5 of schedule 2 (*Immediate recourse*) 6 of schedule 2 (*Appropriations*) and 7 of schedule 2 (*Deferral of Guarantors' rights*) of this Deed apply in relation to this Deed as if references to the obligations referred to in such clauses respectively were references to the obligations of each Chargor under this Deed.

24. NOTICES

- 24.1 All notices, requests, demands or other communications between the Chargee and the Chargors shall be given in writing by letter addressed to the other at the address set out at the beginning of this Deed, or at such other place as either party may notify to the other in writing or by facsimile transmission to the facsimile number last notified to the party giving such notice or by such other form of electronic communication as may be available and a demand or notice shall be deemed to be duly served on any party:
- 24.1.1 if delivered by hand at the time of delivery to such address; or
- 24.1.2 at the expiration of 48 hours after it has been posted and shall be effected notwithstanding that it may be mis-delivered or returned undelivered; or
- 24.1.3 at the time of transmission if given or made by facsimile or other form of electronic communication.

25. PARTIAL INVALIDITY

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

26. REMEDIES AND WAIVERS

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

27. AMENDMENTS AND WAIVERS

Any provision of this Deed may be amended in writing by the Chargee and the Chargors or the Parent acting on their behalf and each Chargor irrevocably appoints the Parent as its agent for the purpose of agreeing and executing any amendment on its behalf. Any breach of this Deed may be waived before or after it occurs only if the Chargee so agrees in writing. A waiver given or consent granted by the Chargee under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

28. COUNTERPARTS

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

29. RELEASE

29.1 Release

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

29.2 Reinstatement

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

30. GOVERNING LAW

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

31. ENFORCEMENT AND JURISDICTION

31.1 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").

31.2 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.

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

Schedule 1 The Original Chargers

Company name	Registered number	Registered office
BEN JOHNSON INTERIORS LIMITED (PARENT)	14112693	7 Middlethorpe Business Park Sim Balk Lane, Bishopthorpe, York, England, YO23 2BD
MEDIA HISTORY LIMITED (TARGET)	04602068	7 Middlethorpe Business Park Sim Balk Lane, Bishopthorpe, York, England, YO23 2BD
BEN JOHNSON LIMITED	02660909	7 Middlethorpe Business Park Sim Balk Lane, Bishopthorpe, York, England, YO23 2BD
BJ OFFICE EQUIPMENT LIMITED	03240821	7 Middlethorpe Business Park Sim Balk Lane, Bishopthorpe, York, England, YO23 2BD

Schedule 2: The Guarantee

1. CONTINUING GUARANTEE

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by the Parent under the Transaction Document, regardless of any intermediate payment or discharge in whole or in part.

2. REINSTATEMENT

If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) made by the Chargee in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

3. WAIVER OF DEFENCES

3.1 The obligations of each Chargor under this Deed will not be affected by an act, omission, matter or thing which, but for this Deed, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or to the Chargee) including:

- (a) any time, waiver or consent granted to, or composition with, any Chargor or other person;
- (b) the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Chargor or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Transaction Document or any other document or security including, without limitation, any change in the purpose of, any extension or increase in any facility or the addition of any new facility under any Transaction Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Transaction Document or any other document or security; or
- (g) any insolvency, administration or similar proceedings.

4. GUARANTOR INTENT

- 4.1 Without prejudice to the generality of paragraph 3 (*Waiver of defences*), each Chargor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Transaction Document and/or and any fees, costs and/or expenses associated with it.

5. IMMEDIATE RECOURSE

Each Chargor waives any right it may have of first requiring the Chargee to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Transaction Document to the contrary.

6. APPROPRIATIONS

- 6.1 Until all amounts which may be or become payable by the Parent under or in connection with the Transaction Document have been irrevocably paid in full, the Chargee may:

- (a) refrain from applying or enforcing any other monies, security or rights held or received by the Chargee in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from any Chargor or on account of any Chargor's liability under this Deed.

7. DEFERRAL OF GUARANTORS' RIGHTS

- 7.1 Until all amounts which may be or become payable by the Parent under or in connection with the Transaction Document have been irrevocably paid in full and unless the Chargee otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Transaction Document or by reason of any amount being payable, or liability arising, under this Deed:

- (a) to be indemnified by a Chargor;
- (b) to claim any contribution from any other guarantor of the Parent's obligations under the Transaction Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Chargee under the Transaction Document or of any other guarantee or security taken pursuant to, or in connection with, the Transaction Document by the Chargee;
- (d) to bring legal or other proceedings for an order requiring any member of the Group to make any payment, or perform any obligation, in respect of which any Chargor has given a guarantee, undertaking or indemnity under clause 2.1 (*Guarantee and indemnity*);
- (e) to exercise any right of set-off against any member of the Group; and/or
- (f) to claim or prove as a creditor of any member of the Group in competition with the Chargee.

7.2 If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Chargee by the any member of the Group under or in connection with the Transaction Documents to be repaid in full on trust for the Chargee and shall promptly pay or transfer the same to the Chargee.

8. **ADDITIONAL SECURITY**

This guarantee is in addition to, and is not in any way prejudiced by, any other guarantee or security at the date of this guarantee or subsequently held by the Chargee.

Schedule 3: Details of Security Assets

Part 1: Real Property

Part 2: Charged Securities

Part 3: Intellectual Property

Part 4: Insurances

Schedule 4 Form of Accession Deed

THIS ACCESSION DEED is made on

20[]

BETWEEN

- (1) [[] LIMITED a company incorporated in [] with registered number [] (the "Acceding Company")][EACH COMPANY LISTED IN SCHEDULE Error! Reference source not found. (each an "Acceding Company")];
- (2) [] LIMITED a company incorporated in England with registered number (the "Parent");
and
- (3) [] (the "Chargee").

BACKGROUND

This Accession Deed is supplemental to a debenture dated [] 20[] and made between (1) the Chargors named in it and (2) the Chargee (the "Debenture").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

- 1.1.1. Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

1.2. Construction

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2. ACCESSION OF THE ACCEDING COMPANY

2.1. Accession

2.2. [The/Each] Acceding Company:

- 2.2.1. unconditionally and irrevocably undertakes to and agrees with the Chargee to observe and be bound by the Debenture; and
- 2.2.2. creates and grants [at the date of this Deed] the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

2.3. Covenant to pay

- 2.3.1. Without prejudice to the generality of clause 22.1 (*Accession*), [the/each] Acceding Company (jointly and severally with the other Chargors [and each other Acceding Company]), covenants in the terms set out in clause 1.5 (*Deed of Priorities*)
- 2.3.2. The terms of this Deed are subject to the terms of the Deed of priorities.
- 2.3.3. Guarantee and Indemnity) of the Debenture.

2.4. Charge and assignment

2.5. Without prejudice to the generality of clause 22.1 (*Accession*), [the/each] Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Chargee for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 4 (*Grant of security*), 4 (*Fixed security*) and 6 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing):

- 2.5.1. by way of first legal mortgage all the freehold and leasehold Real Property (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified [against its name] in schedule Error! Reference source not found. (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) (if any));
- 2.5.2. by way of first fixed charge:
 - 2.5.2.1. all the Charged Securities (including, without limitation, those specified [against its name] in schedule Error! Reference source not found. (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) (if any)); together with
 - 2.5.2.2. all Related Rights from time to time accruing to them;
- 2.5.3. by way of first fixed charge each of its accounts with any bank or financial institution at any time (including, without limitation, those specified [against its name] in schedule Error! Reference source not found. (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*)) and all monies at any time standing to the credit of such accounts;
- 2.5.4. by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified [against its name] in of schedule Error! Reference source not found. (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) (if any));
- 2.5.5. by way of absolute assignment the Relevant Contracts (including, without limitation, those specified [against its name] in schedule Error! Reference source not found. (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and
- 2.5.6. by way of absolute assignment the Insurances (including, without limitation, those specified [against its name] in schedule Error! Reference source not found. (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) (if any)), all claims under the Insurances and all proceeds of the Insurances.

2.6. Representations

[The/Each] Acceding Company makes the representations and warranties set out in this paragraph 2.6 to the Chargee as at the date of this Accession Deed:

- 2.6.1. [each/the] Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified [against its name] in schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*);
- 2.6.2. the Charged Securities listed in schedule *Error! Reference source not found.* to the Accession Deed (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) constitute the entire share capital owned by [each/the] Acceding Company in the relevant company [and constitute the entire share capital of each such company]; and
- 2.6.3. schedule *Error! Reference source not found.* (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) identifies all freehold and leasehold Real Property which is beneficially owned by [each/the] Acceding Company at the date of this Deed.

2.7. Consent

2.8. Pursuant to clause 22.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):

- 2.8.1. consents to the accession of [the/each] Acceding Company to the Debenture on the terms of this Accession Deed; and
- 2.8.2. agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if [the/each] Acceding Company had been named in the Debenture as a Chargor.

3. CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed.

4. THIRD PARTY RIGHTS

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

5. NOTICE DETAILS

Notice details for [the/each] Acceding Company are those identified with its name below.

6. COUNTERPARTS

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

7. GOVERNING LAW

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

IN WITNESS of which this Accession Deed has been duly executed by [the/each] Acceding Company and the Parent as a deed and duly executed by the Chargee and has been delivered on the first date specified on page 1 of this Accession Deed][by [the/each] Acceding Company and the Parent].

Schedule 5 To The Accession Deed

The Acceding Companies

Company name	Registered number	Registered office
[◆]	[◆]	[◆]
[◆]	[◆]	[◆]

Schedule 6 To The Accession Deed

Details of Security Assets owned by the [Acceding Company/Acceding Companies]

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPAN[Y]([IES])

THE PARENT

THE CHARGE

EXECUTION PAGES

THE ORIGINAL CHARGORS

Executed as a deed, but not delivered until the)
first date specified on page 1, by BEN JOHNSON)
INTERIORS LIMITED acting by:)



Director

E. Dodsley

Witness signature

[Redacted]

Witness name:

CORDELIA STEPHENS

Witness address:

33 PARK PLACE

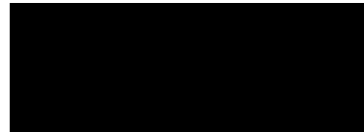
LEEDS

LSI 2RY

Address: 3

Attention:

Executed as a deed, but not delivered until the)
first date specified on page 1, by MEDIA HISTORY)
LIMITED acting by:)



Director

EMMA DODSLEY

Witness signature

[Redacted]

Witness name:

CORDELIA STEPHENS

Witness address:

33 PARK PLACE

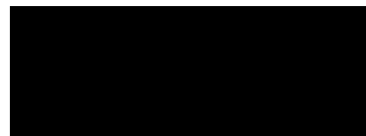
LEEDS

LSI 2RY

Address: 3

Attention:

Executed as a deed, but not delivered until the)
first date specified on page 1, by BEN JOHNSON)
LIMITED acting by:)



Director

EMMA DODSLEY.

Witness signature



Witness name:

CORDELIA STEPHENS

Witness address:

33 PARK PLACE

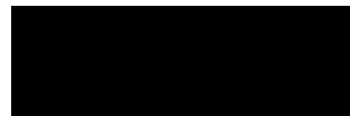
LEEDS

LS1 2RY

Address: 3

Attention:

Executed as a deed, but not delivered until the)
first date specified on page 1, by BJ OFFICE)
EQUIPMENT LIMITED acting by:)



Director

EMMA DODSLEY.

Witness signature



Witness name:

CORDELIA STEPHENS

Witness address:

33 PARK PLACE

LEEDS

LS1 2RY

Address: 3

Attention:

THE CHARGE

Signed by ADRIAN DOUGLAS RUMBLE:

)
)
)
)

Signature



Name (block capitals) A. D. RUMBLE

Witness signature



Witness name
(block capitals)

CORDELIA STEPHENS

Witness address

33 PARK PLACE

LEEDS

LS1 2RY

Witness occupation

TRAINEE SOLICITOR