



Registration of a Charge

Company Name: **SUPPORT INSTRUMENTATION LIMITED**

Company Number: **03577901**



Received for filing in Electronic Format on the: **19/04/2024**

XD1E2GHS

Details of Charge

Date of creation: **12/04/2024**

Charge code: **0357 7901 0006**

Persons entitled: **NVM PE LIMITED**

Brief description: **BY WAY OF FIRST FIXED CHARGE ALL FREEHOLD AND LEASEHOLD PROPERTY (INCLUDING ALL INTERESTS IN SUCH PROPERTY) THAT THE COMPANY HAS ANY RIGHT, TITLE OR INTEREST IN AND BY WAY OF SEPARATE FIXED CHARGE ALL PLANT AND MACHINERY AND ALL INTELLECTUAL PROPERTY THAT THE COMPANY OWNS. FOR FURTHER DETAILS PLEASE REFER TO THE INSTRUMENT.**

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:

WOMBLE BOND DICKINSON (UK) LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3577901

Charge code: 0357 7901 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th April 2024 and created by SUPPORT INSTRUMENTATION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th April 2024 .

Given at Companies House, Cardiff on 23rd April 2024

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**

womblebond dickinson.com



12 April 2024

Composite Guarantee and Debenture

Zinc Group Topco Limited ⁽¹⁾
The Companies listed in Schedule 1 ⁽²⁾ and
NVM PE Limited as Security Agent ⁽³⁾

This Composite Guarantee and Debenture is subject to the terms of the Junior Intercreditor Deed and the Senior Intercreditor Deed (in each case as defined herein)

Cross references to Loan Note Instruments, Junior Intercreditor Agreement and Senior Intercreditor Agreement to be cross-checked before engrossment issued.

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DATE 12 April 2024

PARTIES

- (1) **Zinc Group Topco Limited** (No.15423826), whose registered office is C/O Womble Bond Dickinson (UK) LLP, The Spark, Draymans Way, Newcastle Helix, Newcastle Upon Tyne, United Kingdom, NE4 5DE (**Parent**).
- (2) **The companies listed in Schedule 1** (together with the Parent and each company which becomes a Party by executing a Deed of Accession, each a **Chargor (Chargors)**).
- (3) **NVM PE Limited** (No. 02201762) in its capacity as Security Agent (**Security Agent**).

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in Clause 1 apply:

A Loan Note	up to £13,600,000 secured fixed rate 10% A loan notes 2029 of Bidco constituted by the A Loan Note Instrument and any payment in kind notes issued pursuant to the A Loan Note Instrument.
A Loan Note Instrument	the instrument dated on or around the date of this deed constituting the A Loan Notes.
Authorisation	an authorisation, consent, approval, resolution, license, exemption, filing, notarisation or registration.
B Loan Note	the £75,000 secured fixed rate 10% B loan notes 2029 of Bidco constituted by the B Loan Note Instrument and any payment in kind notes issued pursuant to the B Loan Note Instrument.
B Loan Note Instrument	the instrument dated on or around the date of this deed constituting the B Loan Notes.
Bank Balances	all monies (including interest) from time to time standing to the credit of any and all present or future accounts which any Chargor has, or has interest in, with any bank, financial institution, or other person (including the accounts (if any) specified in Schedule 2 and any other cash cover or suspense account established pursuant to any of the Finance Documents), and all debts represented by any such amounts.
Beneficiaries	shall have the same meaning as is given to term "Secured Parties" in the Junior Intercreditor Deed.
Bidco	Zinc Group Bidco Limited (No. 15424763) whose registered office is C/O Womble Bond Dickinson (UK) LLP The Spark, Draymans Way, Newcastle Helix, Newcastle Upon Tyne, United Kingdom, NE4 5DE.
Business Day	a day, other than a Saturday or a Sunday, on which banks are open for general business in London or, for the purpose of Clause 17 (<i>Communications</i>), in the principal financial centre in the jurisdiction in which the relevant communication is delivered.

Charged Debts	all book and other debts and all other rights and claims charged to the Security Agent under this Deed.
Chargors' Agent	the Parent, appointed to act on behalf of each Chargor in relation to the Finance Documents pursuant to Clause 1.5 (<i>Chargors' Agent</i>).
Chargor's Intellectual Property	in relation to any Chargor the Intellectual Property owned or used by such Chargor from time to time.
Collection Account	in relation to any Chargor such specially designated account with the Security Agent or such other account with such other bank as the Security Agent may from time to time direct for the purposes of Clause 7.7.1 (<i>Collection of Book Debts, etc.</i>).
Companies Act	the Companies Act 2006.
Debtor	has the meaning given to it in the Junior Intercreditor Deed.
Deed of Accession	a deed substantially in the form set out in Schedule 7 subject to such variations as the Security Agent shall agree.
Delegate	any delegate, agent, attorney or trustee appointed by the Security Agent.
Default Rate	one per cent, per annum above the highest rate of Interest ordinarily applicable to the Secured Obligations from time to time.
Discharge Date	the date with effect from which the Security Agent confirms to the Parent that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Beneficiaries cancelled.
Distribution Rights	<ul style="list-style-type: none"> (a) all dividends, distributions, interest and other income paid or payable on the relevant Investment or Shares; (b) all shares or other property derived from the relevant Investment or Shares (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise); and (c) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Shares.
Enforcement Party	any of the Security Agent, a Receiver or a Delegate.
Event of Default	the occurrence of any of the events or circumstances listed in condition 4 or condition 5 (<i>Repayment on Default</i>) of Schedule 2 (<i>The Conditions</i>) of each Loan Note Instrument but shall also include any breach by any Chargor of or non-compliance by any Chargor with the provisions of this Deed or of any other Finance Document.
Expenses	<p>means</p> <ul style="list-style-type: none"> (a) all fees, discounts, commissions and other banking or service charges, legal and other professional fees, premiums, costs or expenses, in each case calculated on a full indemnity basis and together with VAT, reasonably incurred by any

Enforcement Party in connection with the Secured Assets, the preparation, negotiation and creation of this Deed; and

- (b) all fees, discounts, commissions and other banking or service charges, legal and other professional fees, premiums, costs or expenses, in each case calculated on a full indemnity basis and together with VAT, reasonably incurred by any Enforcement Party in connection with taking, perfecting, enforcing or exercising any power under this Deed, the appointment of any Receiver or Delegate, the breach of any provision of this Deed and / or the protection, realisation or enforcement of this Deed, and includes the costs of transferring to the Security Agent or the Receiver any security ranking in priority to the security constituted by this Deed, or the amount required to be paid to secure the unconditional and irrevocable discharge of such security, or any of the foregoing as the context shall require.

Finance Documents

means:

- (a) each Loan Note Instrument;
- (b) the Junior Intercreditor Agreement; and
- (c) this Deed.

Financial Collateral

has the meaning given to that expression in the Financial Collateral Regulations.

Financial Collateral Regulations

the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226).

Fixtures

any fixtures (but excluding landlord's fixtures), fittings, fixed plant or machinery from time to time situated on or forming part of the Property.

Floating Charge Asset

at any time, all of the Secured Assets which are at that time the subject of the floating charge created under this Deed.

Group

any group of companies for the time being comprising the Parent and its Subsidiaries.

Guarantee

means the guarantee set out in Schedule 9.

Insurances

all contracts or policies of insurance of whatever nature which from time to time are taken out or maintained by or on behalf of any Chargor or (to the extent of its relevant interest) in which any Chargor has an interest.

Insurance Proceeds

the proceeds of any insurance claim received by any Chargor, after deduction of any reasonable expenses incurred in relation to the relevant claim and payable by such Chargor to any person which is not a member of the Group together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of any Chargor's ownership of any Insurances and all interest on any of the foregoing.

Insolvency Act

the Insolvency Act 1986.

Intellectual Property	all rights in confidential information, copyright and like rights, database rights, design rights, rights in design, knowhow, rights in inventions, patents, service marks, trademarks and all other intellectual property rights and interests, whether registered (or the subject of an application for registration) or un-registered, owned by any Chargor or in which any Chargor has an interest from time to time, and the benefit of any Chargor's applications and rights to use such assets, throughout the world now and in the future.
Investment	any negotiable instrument, certificate of deposit, debenture, share or other investment (as specified for the purposes of Section 22 of the Financial Services and Markets Act 2000 as at the date of this Deed) now or in the future owned by any Chargor including (save where the context otherwise requires) the Shares.
Interest	interest at the rate provided and calculated and compounded as agreed between the Security Agent and the Parent from time to time, and if not so agreed, in accordance with the practice of the Security Agent from time to time both before and after judgement.
Junior Intercreditor Deed	the junior intercreditor deed to be made on or about the date of this Deed between, amongst others, (1) NVM GP LLP in its capacity as general partner of NV3C LP (2) Bidco (3) the Parent (4) the Managers (as defined therein) and (5) the Security Agent (as may be amended or replaced from time to time).
Loan Note Instruments	means the A Loan Note Instrument and the B Loan Note Instrument.
LPA	Law of Property Act 1925.
Party	a party to this Deed.
Permitted Disposal	<p>any disposal:</p> <p>(a) of cash made by the Parent and/or any other Chargor in the ordinary course of its business;</p> <p>(b) in respect of any action or transaction permitted by the terms of the Investment Agreement;</p> <p>(c) of trading stock made by the Parent and/or any other Chargor in the ordinary course of its business;</p> <p>(d) of assets in exchange for other assets comparable or superior as to type, value and quality (other than an exchange of a non-cash asset for cash);</p> <p>(e) of obsolete or redundant vehicles, plant and equipment for cash;</p> <p>(f) of interests in leasehold properties in accordance with the terms of the lease pursuant to which the Parent and/or any other Chargor has an interest in that leasehold property;</p> <p>(g) arising as a result of any Permitted Security;</p> <p>(h) of any asset by the Parent and/or any other Chargor to the Parent and/or any other Chargor;</p> <p>(i) of assets for cash where the higher of the book value and net consideration receivable (when aggregated with the higher of the</p>

book value and net consideration receivable for any other sale, lease, licence, transfer or other disposal not allowed under the preceding paragraphs) does not exceed £250,000 (or its equivalent) in any financial year;

(j) the write off of any tangible or intangible asset in accordance with UK accounting standards; and/or

(k) with the prior written consent of the Security Agent.

Permitted Security

means the Security (as defined in the Senior Intercreditor Deed) or any other security created and/or subsisting with the prior written consent of the Security Agent.

Property

the Real Property from time to time owned by each Chargor or in which any Chargor has an interest (including the Real Property, if any, specified in Schedule 3 in respect of each relevant Chargor) together with (in every case) all proceeds of sale deriving from any such Real Property, the benefit of all covenants given in respect of such Real Property and any monies paid or payable in respect of such covenants.

Quarter Day

the last day of December, March, June and September in each calendar year.

Real Property

any freehold, leasehold or immovable property and any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of any such property.

Receiver

any one or more receivers and managers or (if the Security Agent so specifies in the relevant appointment) receivers appointed by the Security Agent pursuant to this Deed in respect of any Chargor or in respect of the Secured Assets of any Chargor.

Secured Assets

the assets charged, assigned or otherwise the subject of any security created by or pursuant to this Deed and includes any part or parts of such assets.

Secured Obligations

all indebtedness and all obligations or liabilities of any kind which may now or at any time in the future be due, owing or incurred by (1) each member of the Group and (2) by each Debtor, in each case under any of the Finance Documents to the Beneficiaries (or any of them), whatever their nature or basis, in any currency or currencies and however they are described together with Interest and Expenses PROVIDED THAT: "**Secured Obligations**" shall not include any obligation or liability to the extent that if it were so included this Deed (or any part of it) would give rise to financial assistance within the meaning of Sections 677(1) of the Companies Act 2006 (**Companies Act**) unless such financial assistance is not prohibited by virtue of the provisions of Sections 679, 681 and 683 of the Companies Act.

Security Financial Collateral Arrangement

has the meaning given to that expression in the Financial Collateral Regulations.

Security Period

the period beginning on the date of this Deed and ending on the Discharge Date.

Security Agent

NVM PE Limited acting in its capacity as trustee and security agent for the Beneficiaries (including itself) in relation to the Security

Documents, or such other trustee and security agent as may from time to time be appointed in that capacity pursuant to Clause 20.12 of the Junior Intercreditor Deed.

Senior Intercreditor Deed	the senior intercreditor agreement made on or about the date of this Deed between (among others) (1) the Security Agent (2) Arbuthnot Commercial Asset Based Lending Limited (3) the Parent and (4) Bidco (as may be amended or replaced from time to time).
Shares	(in relation to each Chargor) all shares (if any) specified in Schedule 4 in respect of such Chargor and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities now or in the future owned by such Chargor from time to time or any in which it has an interest.
Subsidiary	a subsidiary undertaking within the meaning of section 1162 of the Companies Act.
Third Parties Act	the Contracts (Rights of Third Parties) Act 1999.
VAT	value added tax as provided for in the Value Added Taxes Act 1994 and any other tax of a similar fiscal nature.

1.2 Construction

In this Deed:

1.2.1 any reference to:

- (a) the word **assets** includes present and future property, revenue, rights and interests of every kind;
- (b) the word **guarantee** includes any guarantee or indemnity and any other financial support (including any participation or other assurance against loss and any deposit or payment) in respect of any person's indebtedness;
- (c) the word **indebtedness** includes any obligation for the payment or repayment of money, whatever the nature or basis of the relevant obligation (and whether present or future, actual or contingent);
- (d) the word **law** includes law established by or under statute, constitution, treaty, decree, regulation or judgment, common law and customary law; and the word **lawful** and similar words and phrases are to be construed accordingly;
- (e) the word **person** includes any individual, company, corporation, firm, government, state or any agency of a state and any association, partnership or trust (in each case, whether or not it has separate legal personality);
- (f) the word **Property** includes a reference to each separate Property of which particulars are set out in Schedule 3 and to any parts of such property;
- (g) the word **regulation** includes all guidelines, official directives, regulations, requests and rules (in each case, whether or not having the force of law) of any governmental, inter-governmental or supranational agency, body or department or of any regulatory or other authority or organisation (whether statutory or non-statutory, governmental or non-governmental);
- (h) the word **security** includes any assignment by way of security, charge, lien, mortgage, pledge or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect;

- (i) the word **set-off** includes analogous rights and obligations in other jurisdictions; and
 - (j) the word **tax** includes any tax, duty, impost or levy and any other charge or withholding of a similar nature (including any interest or penalty for late payment or non-payment);
- 1.2.2 where something (or a list of things) is introduced by the word **including**, or by the phrase **in particular**, or is followed by the phrase **or otherwise**, the intention is to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used);
- 1.2.3 each reference to any **Chargor**, the **Parent**, any **Debtor**, the **Security Agent** or any **Party**, or any of the **Beneficiaries** includes its successors in title and its permitted assignees or permitted transferees;
- 1.2.4 unless this Deed expressly states otherwise or the context requires otherwise, (a) each reference in this Deed to any provision of any statute or of any subordinate legislation means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of this Deed) and (b) each reference in this Deed to any provision of any statute at any time includes any subordinate legislation made pursuant to or in respect of such provisions as in force at such time (whether made before or after the date of this Deed and whether amended or re-enacted since the date of this Deed);
- 1.2.5 each reference to this Deed (or to any other agreement or deed) means, at any time, this Deed (or as applicable such other agreement or deed) as amended, novated or supplemented, at that time;
- 1.2.6 each reference to the singular includes the plural and vice versa, as the context permits or requires;
- 1.2.7 the index and each heading in this Deed is for convenience only and does not affect the meaning of the words which follow it;
- 1.2.8 each reference to a clause or schedule is (unless expressly provided to the contrary) to be construed as a reference to the relevant clause or schedule to this Deed;
- 1.2.9 wherever this Deed states that any Chargor must not take a particular step without the consent of the Security Agent, the Security Agent has discretion whether to give its consent and can impose conditions on any such consent it gives;
- 1.2.10 an Event of Default is **continuing** if it has not been remedied or waived;
- 1.2.11 references to assets, matters or things specified, identified, included, inserted, particularised or referred to in a schedule are, in relation to any Chargor who becomes a Party upon the execution and delivery of a Deed of Accession, to be deemed to include any assets, matters or things specified, identified, included, inserted, particularised or referred to in any corresponding or analogous schedule to such Deed of Accession;
- 1.2.12 references to the **date of this Deed** or to the **execution of this Deed** are to be deemed to include, in relation to a Chargor who becomes a Party upon the execution and delivery of a Deed of Accession, the date of or execution of such Deed of Accession; and
- 1.2.13 references to security given, made or created by this Deed are to be deemed to include security given made or created by any Deed of Accession and this Deed, in relation to each Chargor, is to be read and construed as if it were a separate deed in relation to such Chargor to the intent that if any security created by any other Chargor

in this Deed shall be invalid or liable to be set aside for any reason, this shall not affect any security created under this Deed by such first Chargor.

1.3 Third Party Rights

- 1.3.1 A person who is not an Enforcement Party has no right under the Third Parties Act to enforce or enjoy the benefit of any term of this Deed except to the extent that this Deed or any other of the Finance Documents expressly provides for it to do so.
- 1.3.2 No consent of any person who is not a Party is required to rescind or vary this Deed at any time.
- 1.3.3 This Clause 1.3 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Third Parties Act

1.4 Incorporation of other terms

- 1.4.1 The terms of the other Finance Documents under which the Secured Obligations arise and of any side letters between any Chargor and any of the Beneficiaries relating to the Secured Obligations are incorporated in this Deed to the extent required for any purported disposition of the Secured Assets contained in this Deed to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1.4.2 This Deed is a Finance Document.

1.5 Chargors' Agent

- 1.5.1 Each Obligor (other than the Parent) by its execution of this Deed or an Accession Deed irrevocably appoints the Parent (acting through one or more authorised signatories) to act on its behalf as its agent in relation to the Finance Documents and irrevocably authorises:
 - (a) the Parent on its behalf to supply all information concerning itself contemplated by this Deed to the Beneficiaries and to give all notices and instructions, to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by any Chargor notwithstanding that they may affect the Chargor, without further reference to or the consent of that Chargor; and
 - (b) each Beneficiary to give any notice, demand or other communication to that Obligor pursuant to the Finance Documents to the Parent,and in each case the Chargor shall be bound as though the Chargor itself had given the notices and instructions or executed or made the agreements or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication.
- 1.5.2 Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the Chargors' Agent or given to the Chargors' Agent under any Finance Document on behalf of another Chargor or in connection with any Finance Document (whether or not known to any other Chargor and whether occurring before or after such other Chargor became a Chargor under any Finance Document) shall be binding for all purposes on that Chargor as if that Chargor had expressly made, given or concurred with it. In the event of any conflict between any notices or other communications of the Chargors' Agent and any other Chargor, those of the Chargors' Agent shall prevail.

2. COVENANT TO PAY

2.1 Covenant

Each Chargor hereby, as primary obligor and not merely as surety, covenants with the Security Agent that it will pay, discharge and perform the Secured Obligations on demand and in the manner provided in the Finance Documents.

2.2 Default Interest

Any amount which is not paid under this Deed on the due date shall bear interest (as well after as before judgment) payable on demand on a daily basis from the due date until the date of actual unconditional and irrevocable payment and discharge of such amount in full:

2.2.1 at the rate and in the manner agreed in the Finance Document under which such amount is payable; or

2.2.2 in the absence of such agreement, at the Default Rate from time to time.

3. CHARGING CLAUSE

3.1 Grant of security

Each Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charges as security in favour of the Security Agent the following assets:

3.1.1 Legal mortgage on specified land and buildings

by way of legal mortgage all its Property (if any) identified in Schedule 3;

3.1.2 Fixed charge on other land and buildings

by way of fixed charge, all its Property (but excluding any Property made subject to a valid legal mortgage under Clause 3.1.1 above), all other interests in its Property, and any rights under any licence or other agreement or document which gives such Chargor a right to enter upon or use land wherever situated;

3.1.3 Fixed charge on plant and machinery

by way of fixed charge, all plant and machinery (including those items of plant and machinery, if any, listed in respect of such Chargor in Schedule 5), now or in the future owned by it (but not including plant and machinery made subject to a valid legal mortgage or valid fixed charge under Clauses 3.1.1 or 3.1.2 above nor any chattels mentioned in Clause 3.1.4 below) and the benefit of all contracts, licences and warranties relating to the same;

3.1.4 Fixed charge on other chattels

by way of fixed charge, all vehicles, computers (including those vehicles and computers, if any, listed in respect of such Chargor in Schedule 5, now or in the future owned by it and its interest in any vehicles and/or computers, in its possession (but not including any such chattels for the time being forming part of such Chargor's stock in trade or work in progress) and the benefit of all contracts, licences and warranties relating to the same;

3.1.5 Fixed charge on Investments

by way of fixed charge, all Investments together with all Distribution Rights from time to time accruing to or on such Investments;

3.1.6 Fixed charge on Book Debts etc

by way of fixed charge, all present and future book and other debts, revenues and monetary claims of such Chargor and all rights and claims of whatever nature of such Chargor now or which may at any time be held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims;

3.1.7 Fixed charge on Bank Balances

by way of fixed charge, all of its Bank Balances;

3.1.8 Fixed charge on Intellectual Property

by way of fixed charge, all Intellectual Property (if any) owned by such Chargor or in which such Chargor shall have an interest;

3.1.9 Fixed Charge on Authorisations, compensation etc

by way of fixed charge, the benefit of all Authorisations held or utilised by such Chargor in connection with its business or the use of any of its assets (to the extent that such Authorisations are capable of being effectively charged) and the right to recover and receive all compensation which may at any time become payable to it in respect of such Authorisations to the extent permitted by the terms of such Authorisations and save in so far as any such Authorisations are effectively subject to any valid assignment to the Security Agent pursuant to this Deed; and

3.1.10 Fixed charge on goodwill and uncalled capital

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

3.2 Floating charge

3.2.1 As further continuing security for the payment to the Security Agent of the Secured Obligations each Chargor hereby charges in favour of the Security Agent, by way of floating charge, all its assets and undertakings whatsoever and whosoever both present and future not effectively charged by way of legal mortgage or fixed charge pursuant to the provisions of Clause 3.1 (*Fixed charges*).

3.2.2 The floating charge created by each Chargor pursuant to Clause 3.2.1 is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3.2.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Deed and the Security Agent may appoint an administrator to a Chargor pursuant to that paragraph.

3.3 Conversion of floating charge

The Security Agent may at any time by notice in writing to any Chargor convert the floating charge created pursuant to Clause 3.2 (*Floating Charge*) into a fixed charge as regards such assets as it shall specify in the notice in the event that:

3.3.1 such Chargor has failed to comply with, or takes or threatens to take any action which in the opinion of the Security Agent is likely to result in its failing to comply with its obligations under Clause 5 (*Negative Pledge and Disposal Restrictions*); or

3.3.2 the Security Agent is of the opinion that:

(a) such assets are in danger of being seized; or

- (b) any legal process or execution is being enforced against such assets; or
- (c) such assets are otherwise in jeopardy; or
- (d) steps have been taken which would, in the reasonable opinion of the Security Agent, be likely to lead to the appointment of an administrator in relation to such Chargor (or such administrator has been appointed) or to the winding-up of such Chargor;

and by way of further assurance such Chargor shall promptly execute a fixed charge over such assets in such form as the Security Agent shall reasonably require.

3.4 Automatic conversion of floating charge

In addition to any circumstances in which the floating charge created by Clause 3.2 (*Floating charge*) of this Deed will crystallise automatically under the general law, and without prejudice to the operation of Clause 3.3 (*Conversion of floating charge*):

- 3.4.1 if any Chargor creates (or purports to create) any security on or over any Floating Charge Asset (other than a Permitted Security) without the prior written consent of the Security Agent such floating charge will automatically, without any notice being given under Clause 3.3 (*Conversion of floating charge*) and immediately upon such event occurring, be converted into a fixed charge over the relevant Floating Charge Asset; and
- 3.4.2 if any Chargor convenes any meeting of its members to consider a resolution to wind up or not to wind up such Chargor, or if a liquidator, Receiver or administrator or another similar officer is appointed in respect of such Chargor or any of its assets, such floating charge shall in like manner immediately upon the happening of such event be converted into a fixed charge over all the assets which immediately prior to such conversion comprised the Floating Charge Asset.

3.5 Continuing security

All the security granted or created by this Deed is to be a continuing security which shall remain in full force and effect notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by any Chargor or any other person of the whole or any part of the Secured Obligations.

3.6 Full title guarantee and implied covenants

Subject to the Permitted Security, all the security created or given under this Deed is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.7 Guarantee and Indemnity

Each Chargor as principal obligor gives the guarantees and indemnities set out in Schedule 9.

3.8 Release

On the Discharge Date (but subject to Clause 16.7 (*Avoidance of settlements and other matters*)) the Security Agent shall at the request and cost of each Chargor execute and do all deeds, acts and things as may be necessary to release the Secured Assets from the security constituted hereby or pursuant hereto.

3.9 Miscellaneous

The fact that no or incomplete details of any particular Secured Assets are included or inserted in any relevant Schedule shall not affect the validity or enforceability of the charges created by this Deed.

4. FURTHER ASSURANCE

4.1 General

- 4.1.1 Subject to the terms of the Senior Intercreditor Deed, each Chargor must (and the Parent shall procure that each other Chargor will) at its own expense promptly do all such acts and things and execute such documents (including deeds, assignments, transfers, mortgages, charges, notices, instructions, assurances, agreements and instruments) as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s):
- (a) to perfect and protect (including against any change in or revised interpretation of any law or regulation) the security created (or intended to be created) under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Security Agent provided by or pursuant to the Finance Documents or by law; or
 - (b) to confer on the Security Agent or any other Beneficiary security over any property or assets of any Chargor located in any jurisdiction equivalent or similar to the security intended to be conferred by or pursuant to this Deed; or
 - (c) (in its absolute discretion) to facilitate the realisation of the assets which are, or are intended to be, the subject of this Deed; or
 - (d) otherwise for enforcing the same or exercising any of the Security Agent's rights, powers, authorities or discretions under this Deed,
- and each Chargor shall take all such action as is available to it (including the making of all filings and registrations and the payment of all fees and taxes) as may be necessary for the creation, perfection protection, maintenance or enhancement of any security conferred or intended to be conferred on the Security Agent or any other of the Beneficiaries pursuant to this Deed.
- 4.1.2 Any security document required to be executed by any Chargor pursuant to Clause 4.1.1 will be prepared at the cost of such Chargor, and will be in such form and will contain such provisions as the Security Agent may reasonably require.

4.2 Land Registry - application for restriction

- 4.2.1 In relation to all present and future registered Property (and any other unregistered Property subject to compulsory first registration at the date of this Deed) each Chargor is to apply to the Land Registrar to enter on the register against the title number of or to be allocated to the relevant Property) of:
- (a) on the Land Registry form RX1, a restriction in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated *[date of this Deed]* in favour of *[Security Agent]* referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its duly authorised officer."; and
 - (b) upon receipt of The Land Registry form CH2 duly completed by the Security Agent, notice of an obligation to make further advances.
- 4.2.2 The relevant Chargor must submit the relevant applications no later than the date of submission of the application for registration of security created by this Deed and pay the Expenses incurred in connection with the applications.

- 4.2.3 The Security Agent, in its absolute discretion, may make any of the applications referred to in Clause 4.2.1 in place of such Chargor. In such a case, such Chargor consents to the entry of the relevant restriction and will pay the Expenses incurred in connection with the application.

4.3 Exempt information document

- 4.3.1 Each Chargor must at its own expense do whatever the Security Agent may reasonably require in connection with:
- (a) any application by the Security Agent to have this Deed designated an exempt information document under Land Registration Rules 2003 rule 136; and
 - (b) any person's application under Land Registration Rules 2003 rule 137 for disclosure of this Deed following its designation as an exempt information document.
- 4.3.2 Each Chargor must notify the Security Agent in writing:
- (a) before making any application to have this Deed designated an exempt information document under Land Registration Rules 2003 rule 136;
 - (b) as soon as it receives notice of any person's application under Land Registration Rules 2003 rule 137 for disclosure of this Deed following its designation as an exempt information document; and
 - (c) before making any application under Land Registration Rules 2003 rule 138 for removal of any such designation.

4.4 Delivery of deed to Land Registry

Each Chargor submitting this Deed or any counterpart to the Land Registry must on each occasion also submit a certified copy of this Deed and request the return of the original and upon the return of the original it must deliver such original to the Security Agent.

4.5 Registration of security over Intellectual Property

Each Chargor must, at the reasonable request of the Security Agent and at its own cost, prepare, execute and lodge for registration, recording and/or filing (as the case may require) all documents and forms necessary for:

- 4.5.1 this Deed and any other deed executed pursuant to this Deed relating to its Intellectual Property (or requisite particulars);
 - 4.5.2 the Security Agent's interest in such Chargor's Intellectual Property, present and future;
 - 4.5.3 any licences or other interests affecting such Chargor's Intellectual Property; and
 - 4.5.4 any pending or future patents, registered designs, registered trademarks, registered service marks or applications to register any of the same in the name of such Chargor, to be registered, recorded or filed (as the case may be) on the relevant register maintained by any relevant patent office or registry whether in the United Kingdom or elsewhere and shall do all acts and things necessary, including payment of fees, to give effect to such registration, recording or filing or to such future grant of patent.
- 4.5.5 Each Chargor must perform its obligations under this Clause 4.5 promptly and efficiently so as to ensure that the particulars of this Deed and of the Security Agent's interest are recorded as soon as practicable after any such request but in any event within 6 months of such request.

- 4.5.6 Each Chargor hereby appoints the Security Agent to act as its agent, at such Chargor's expense, to prepare all such documents and do all things necessary, in the event that such Chargor fails to comply with its obligations under this Clause 4.5.

5. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

5.1 Negative pledge

Subject to clause 5.3, during the Security Period, no Chargor shall create, extend or permit to subsist any security over any of the Secured Assets, nor may it:

- 5.1.1 sell, transfer or otherwise dispose of any of its assets on terms that they are or may be leased to or re-acquired by any of the Chargors or by any other member of the Group;
- 5.1.2 sell, transfer or otherwise dispose of any of its receivables;
- 5.1.3 save for any rights of set off or combination of accounts of any bank or financial institution in respect of any present or future accounts which any Chargor has, or has any interest in, enter into any arrangement under which money or the benefit of a bank or other account may be applied, set off or made subject to a combination of accounts; or
- 5.1.4 enter into any other preferential arrangement having a similar effect, in circumstances where the arrangement or transaction is entered into primarily as a method of borrowing monies or otherwise raising indebtedness (whether actual or contingent and whatever the nature, structure or characteristic of the arrangement or transaction under which the relevant liability arises) or of financing the acquisition of an asset.

5.2 Restrictions on disposals

During the Security Period, no Chargor shall sell, transfer or otherwise dispose of its interest (whether legal or beneficial) over any of the:

- 5.2.1 Secured Assets (other than the Floating Charge Assets); or
- 5.2.2 Floating Charge Assets following crystallisation under Clause 3.3 (*Conversion of floating charge*) or 3.4 (*Automatic conversion of floating charge*),

unless that sale, transfer or disposal is a Permitted Disposal.

5.3 Exceptions

Clauses 5.1 (*Negative Pledge*) and 5.2 (*Restrictions on disposals*) do not apply:

- 5.3.1 to the security created or required to be created by this Deed;
- 5.3.2 to the Permitted Security;
- 5.3.3 to any security or transaction to which the Security Agent has given its written consent.

6. REPRESENTATIONS AND WARRANTIES

Each Chargor represents and warrants to the Security Agent on the date of this Deed and on each day upon which any monies comprised in the Secured Obligations fall due for payment or are paid and on each Quarter Day which falls during the Security Period as follows:

6.1 Status

it is a limited liability company, duly incorporated and validly existing under the laws of England and Wales and has the power to own its assets and carry on its business and other activities as they are being conducted;

6.2 Power and enforceability

it has the power to enter into this Deed and to perform its obligations and exercise its rights under it and the obligations expressed to be assumed by it under this Deed are (and at all relevant times have been) legal, valid, binding and enforceable obligations (subject to the principle that equitable remedies are discretionary and subject to any applicable insolvency laws);

6.3 No Event of Default

6.3.1 no Event of Default has occurred or is continuing or might reasonably be expected to result from the execution of this Deed or from effect being given to its provisions; and

6.3.2 no person who holds any security of a kind mentioned in Clause 5.3 (*Exceptions*) over any asset of such Chargor has enforced or given notice of its intention to enforce such security;

6.4 Non-conflict with other obligations

neither the execution of this Deed by such Chargor, nor such Chargor's compliance with its terms will:

6.4.1 conflict with or result in any breach of any law or regulation applicable to it;

6.4.2 cause any limitation on any of its powers or on the right or ability of its directors to exercise those powers to be exceeded; nor

6.4.3 constitute a default, acceleration of payment or termination event (however described) under any agreement or instrument binding upon it;

6.5 Authorisations

all Authorisations required for the execution, delivery, issue, validity or enforceability of this Deed or of the performance of such Chargor's obligations or the exercise of its rights under this Deed have been obtained and have not been (and such Chargor is not aware of any circumstance having arisen whereby they might be) withdrawn or varied in whole or part;

6.6 Priority of security

subject to Clause 20.5, the mortgages, charges and assignments contained in Clause 3 (*Charging clause*) constitute first priority security over the assets which are expressed to be secured by such mortgages, charges or assignments and those assets are not subject to any other security other than Permitted Security;

6.7 Matters affecting Shares

6.7.1 the Shares specified in Schedule 4 opposite its name are at the date of this Deed the only Shares legally and beneficially owned, subject to the Permitted Security, by it;

6.7.2 subject to the security created by this Deed, it is and will (save as otherwise permitted by the Senior Intercreditor Deed or pursuant to the Permitted Security) remain the sole beneficial owner of the Shares and (save where the Shares have been registered in the name of the Security Agent or its nominee pursuant to the provisions of this Deed and save as otherwise permitted by the Senior Intercreditor Deed or pursuant to the

Permitted Security) it and/or its nominee is and will remain the absolute legal owner of the Shares;

- 6.7.3 the Shares are fully paid and neither the Shares nor the Distribution Rights are subject to any lien, charge, equity, encumbrance, option to purchase or similar rights of any person other than the Security Agent or pursuant to the Permitted Security; and
- 6.7.4 the Security Agent is entitled to be registered or to require a nominee to be registered as member of each of the relevant companies to which such Shares relate without any right of the board of directors of any such company to refuse registration or to consent to such registration only subject to satisfaction of conditions.

7. UNDERTAKINGS

Subject to the terms of the Permitted Security and the Senior Intercreditor Deed, each Chargor undertakes to the Security Agent in the terms of the following provisions of this Clause 7, all such undertakings to commence on the date of this Deed and to continue throughout the Security Period:

7.1 Perform

it will at all times comply with the terms (express or implied) of this Deed and of all contracts relating to the Secured Obligations in accordance with the terms of such documents;

7.2 Not to jeopardise security

it will not do anything or allow anything to be done which is reasonably likely to jeopardise, depreciate or otherwise prejudice the value to the Security Agent of the security constituted by this Deed in any material respect or the priority of its ranking as expressed in this Deed, the Senior Intercreditor Deed or the Junior Intercreditor Deed;

7.3 Maintenance

it will keep the Secured Assets which are material to its business in a reasonable state of repair, working order and condition;

7.4 Insurance

- 7.4.1 it will obtain, maintain and renew (all at its own expense) insurance indemnity or similar cover with reputable insurance companies or underwriters in respect of its business and assets against such risks and to the extent as is usual for companies carrying on the same or substantially similar business; and
- 7.4.2 it will promptly pay all premiums and other sums necessary to effect and maintain the Insurances required by this Deed and will on demand produce to the Security Agent the Insurances and evidence that the premiums and other sums have been paid;

7.5 Chattels - notice of charge

subject to the terms of the Senior Intercreditor Deed, if so requested by the Security Agent it will place and maintain on each chattel the value of which exceeds £10,000 and which is subject to a fixed charge under this Deed, in a conspicuous place, an identification marking as appears below and not conceal, alter or remove such marking or permit it to be concealed, altered or removed:

"Notice of Charge"

This *[specify the chattel]* and additions and ancillary equipment are subject to a fixed charge in favour of *[insert name of Security Agent]*;

7.6 Maintain Intellectual Property

- 7.6.1 it will observe and perform all covenants and stipulations from time to time affecting the Intellectual Property or the mode of use or the enjoyment of the same, make all payments, carry out all registrations or renewals and generally take all such steps as may be necessary to preserve, maintain and renew when necessary or desirable all Intellectual Property;
- 7.6.2 it will not do (or fail to do) anything or permit anything to be done, if that might infringe any Intellectual Property owned or used by it or affect the existence or value of any such Intellectual Property or its right or ability to use it;

7.7 Collection of book debts, etc.

it will at the request of the Security Agent following the occurrence of an Event of Default:

- 7.7.1 collect (as agent for the Security Agent) all Charged Debts and pay into such specially designated account with such bank as the Security Agent may from time to time direct all money which it shall receive in respect of such Charged Debts forthwith on receipt and pending such payment it will hold all such money upon trust for the Security Agent;
- 7.7.2 not, without the prior written consent of the Security Agent, charge, factor, discount or assign any of the Charged Debts, in favour of any other person or purport to do so;
- 7.7.3 subject to the terms of the Senior Intercreditor Deed, procure that the bank or financial institution with whom the Collection Account attributable to it is maintained or where such other Bank Balances are held has received a notice in the form set out in Schedule 6 and has issued a receipt and confirmation in respect of that notice as provided in such form; and
- 7.7.4 not, without the prior consent of the Security Agent, withdraw all or any monies from time to time standing to the credit of the Collection Account attributable to it;

7.8 Shares and other Investments

- 7.8.1 it will immediately upon receipt of the same deliver to the Security Agent copies of all notices, circulars, letters, reports, accounts and other communications with shareholders relating to its holding of the Shares;
- 7.8.2 it will pay all calls or other payments due and payable in respect of any of the Shares and if it fails to do so the Security Agent may pay the calls or other payments on its behalf;
- 7.8.3 save with the prior written consent of the Security Agent, it will not:
 - (a) take any action by or as a consequence of which the rights attaching to the Shares are altered or diluted or the issued capital of any of the companies whose Shares are charged by this Deed increased;
 - (b) participate in any rights issue relating to the Investments; nor
 - (c) apply for, or consent to, the conversion of any Investments held in certificated form into uncertificated form;
- 7.8.4 forthwith upon execution of this Deed or upon any subsequent acquisition by it of Shares which are held within CREST or otherwise in uncertificated form, it will provide to the Security Agent particulars of such Shares in which it is interested and will give such instructions and enter into such documents as the Security Agent may reasonably require to perfect the security over such Shares created by this Deed;

- 7.8.5 forthwith upon execution of this Deed or upon any subsequent acquisition by it, subject to the terms of the Senior Intercreditor Deed, it will deliver to the Security Agent (or as it shall direct) all bearer instruments, share certificates and other documents of title to or evidence of ownership of the Investments and/or the Distribution Rights owned by it or in which it has an interest together with (in the case of Shares, other than bearer instruments, held in certificated form) instruments of transfer in respect of each of the same executed in blank (except for the number and class of Shares and the name of the transferor) and left undated;
- 7.8.6 the Security Agent may at any time following the occurrence of an Event of Default which is continuing complete the instruments of transfer in respect of any or all Investments on behalf of such Chargor in favour of itself or such other person as it shall select, and such Chargor shall procure that such instruments of transfer are forthwith registered in the relevant company books and that share certificates in the name of the Security Agent and/or its nominee(s) in respect of the Investments to which such instrument of transfer relates are delivered to the Security Agent as soon as reasonably practicable, but in any event no later than 5 days after the date upon which the Security Agent has delivered the relevant instrument of transfer;
- 7.8.7 until the occurrence of an Event of Default but not thereafter while such Event of Default is continuing, each Chargor:
- (a) will be entitled to receive and retain all dividends, distributions, interest and other monies paid on or derived from the Investments;
 - (b) will be entitled to exercise all voting and other rights and powers attaching to the Shares, provided that it will not exercise any such voting rights or powers in a manner which would prejudice the value of, or the ability of the Security Agent to realise, the security created by this Deed; and
 - (c) shall give to the Security Agent reasonable notice of the manner in which it proposes to exercise the rights and powers referred to in Clause 7.8.7(b);
- 7.8.8 upon the occurrence of an Event of Default and while it is continuing any dividends, distributions interest or other monies paid on or derived from the Investments will be received by such Chargor on trust for the Security Agent and paid into a separate account or otherwise dealt with as directed by the Security Agent, and such Chargor shall if the Security Agent so requires thereafter exercise all voting and other rights and powers attaching to the Shares as the Security Agent shall direct;
- 7.8.9 at any time when any Investments are registered in the name of the Security Agent or its nominee and for so long as there is no Event of Default which is continuing the Security Agent will (so far as is consistent with the security created by this Deed) exercise any applicable voting or other rights and powers in accordance with the directions of such Chargor and account to such Chargor for any dividends, payments or other distributions attributable to such Investments, but upon the occurrence of an Event of Default and so long as it is continuing the Security Agent may exercise or refrain from exercising such voting or other rights and powers as it thinks fit and may retain any such dividends, payments or other distributions, but in any case the Security Agent will not be under any duty to ensure that any dividend, distributions or other monies payable in respect of those Investments are duly and promptly paid or received by it or its nominee or to verify that the correct amounts are paid or received by it or its nominee or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Investments;

7.9 Access

it will permit the Security Agent and its professional advisers, agents and contractors free access at all reasonable times and on reasonable notice (at the risk and cost of such Chargor) (a) to the premises, assets, books, accounts and records of such Chargor;

7.10 Deposit of documents

it will promptly at the Security Agent's request deposit with the Security Agent (or as the Security Agent directs):

7.10.1 all deeds and documents of title relating to the Property including official copies of Land Registry entries, counterpart leases, licences, and any other deeds or documents necessary or desirable to assist the Security Agent to enforce the security created by this Deed; and

7.10.2 all such other documents relating to the Secured Assets as the Security Agent may from time to time reasonably require;

7.11 Retention of documents

subject to the terms of the Senior Intercreditor Deed, the Security Agent may retain any document delivered to it pursuant to Clause 7.10 (*Deposit of Documents*) or otherwise until the Discharge Date and if, for any reason it ceases to hold any such document before such time, it may by notice to such Chargor require that the relevant document be redelivered to it and such Chargor must immediately comply (or procure compliance) with such notice;

7.12 Power to remedy

if such Chargor fails to comply with any of the covenants and undertakings set out or referred to in Clauses 7.1 to 7.10 inclusive it will allow (and hereby irrevocably authorises) the Security Agent and/or such persons as the Security Agent nominates to take such action (including the making of payments) on behalf of such Chargor as is necessary to ensure that such covenants are complied with;

7.13 Expenses

it will pay all Expenses on demand. If it does not do so, the Expenses will bear interest at the Default Rate from and including the date of demand to and including the date of actual payment; and

7.14 Indemnity

it will indemnify the Security Agent and will keep the Security Agent indemnified against all losses and Expenses incurred by the Security Agent as a result of a breach by such Chargor of its obligations under Clauses 7.1 to 7.10 inclusive and in connection with the exercise by the Security Agent of its rights contained in Clause 7.12 above (*Power to remedy*). All sums the subject of this indemnity will be payable by such Chargor to the Security Agent on demand and if not so paid will bear interest at the Default Rate. Any unpaid interest will be compounded with monthly rests.

8. ENFORCEABILITY

For the purposes of all powers implied by the LPA or any other applicable statute, the Secured Obligations shall be deemed to have become due and payable and this Deed will become immediately enforceable and the powers of the Security Agent and any Receiver will become exercisable on the date of this Deed, but, as between the Security Agent and each Chargor, the power of sale shall be exercisable only upon the occurrence of an Event of Default and for so long as it is continuing (unless there has been a request from such Chargor to the Security Agent

for the appointment of a Receiver, in which case it will be exercisable at any time following the making of such request).

9. ENFORCEMENT OF SECURITY

9.1 At any time after the Security Agent's power of sale has become exercisable, the Security Agent may without further notice:

9.1.1 appoint one or more than one Receiver in respect of the Secured Assets or any of them and if more than one Receiver is appointed the Receiver may act jointly and severally or individually; or

9.1.2 take possession of the Secured Assets; or

9.1.3 in its absolute discretion enforce all or any part of the security created by this Deed in such other lawful manner as it thinks fit.

9.2 The Security Agent may remove the Receiver and appoint another Receiver and the Security Agent may also appoint an alternative or additional Receiver.

9.3 The Receiver will, so far as the law permits, be the agent of each Chargor and such Chargor alone will be responsible for the acts or defaults of the Receiver and will be liable on any contracts or obligations made or entered into by the Receiver. The Security Agent will not be responsible for any misconduct, negligence or default of the Receiver.

9.4 The powers of the Receiver will continue in full force and effect following the liquidation of any Chargor.

9.5 The remuneration of the Receiver may be fixed by the Security Agent but will be payable by the relevant Chargor. The amount of the remuneration will form part of the Secured Obligations.

9.6 The Receiver will have the power on behalf and at the cost of each Chargor:

9.6.1 to do or omit to do anything which he considers appropriate in relation to the Secured Assets; and

9.6.2 to exercise all or any of the powers conferred on the Receiver or the Security Agent under this Deed or conferred upon administrative receivers by the Insolvency Act (even if he is not an administrative receiver), or upon receivers by the LPA or any other statutory provision (even if he is not appointed under the LPA or such other statutory provision).

9.7 Without prejudice to the general powers set out in Clause 9.6 a Receiver will also have the powers and discretions set out in Schedule 8.

9.8 The Security Agent or any Receiver may sever any Fixtures from the Property and sell them apart from the Property without taking possession of the Property and apply the net proceeds of such sale in or towards satisfaction of the Secured Obligations.

9.9 If the Security Agent or the Receiver obtains possession of the Property, the Security Agent or the Receiver may use and remove, store or sell any chattels on the Property, whether or not forming part of the Secured Assets, without being under any liability to any Chargor other than to account for their net proceeds of the sale. All Expenses and liabilities incurred by the Security Agent or the Receiver in connection with the removal, storage and sale of such chattels will form part of the Secured Obligations.

9.10 If (notwithstanding any representation or warranty to the contrary contained in this Deed) there shall be any security affecting the Secured Assets or any of them which ranks in priority to the security created by this Deed and the holder of such prior security takes any steps to enforce

such security, the Security Agent or any Receiver may, at its option, take a transfer of, or repay the indebtedness secured by, such security.

- 9.11 The Security Agent may, at any time after this Deed has become enforceable pursuant to Clause 8 (*Enforceability*), exercise, to the fullest extent permitted by law, all or any of the powers authorities and discretions conferred on a Receiver by this Deed, whether as attorney of any Chargor or otherwise and whether or not a Receiver has been appointed.
- 9.12 The Security Agent may, in writing, either in its appointment of a Receiver or by subsequent notice to that Receiver, restrict the right of such Receiver to exercise all or any of the powers conferred on Receivers by this Deed.
- 9.13 Paragraph 14 of Schedule B1 to the Insolvency Act applies to the floating charges created under this Deed.

10. RIGHT OF APPROPRIATION

- 10.1 To the extent that:

- 10.1.1 the Secured Assets constitute Financial Collateral; and

- 10.1.2 this Deed and the obligations of any Chargor under it constitute a Security Financial Collateral Arrangement,

the Security Agent 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 Obligations in any order that the Security Agent may, in its absolute discretion, determine.

- 10.2 The value of any Secured Assets appropriated in accordance with this clause shall be:

- 10.2.1 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

- 10.2.2 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 Security Agent may select (including independent valuation).

- 10.3 Each Chargor agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

11. APPLICATION OF PROCEEDS

11.1 Recoveries by Receiver

The proceeds arising from the exercise of the powers of the Receiver will, subject to any claims ranking in priority to the Secured Obligations, be applied by or at the direction of the Receiver in or towards discharging or satisfying, in the following order of priority:

- 11.1.1 the costs, charges and expenses of and incidental to the Receiver's appointment and the payment of his remuneration;

- 11.1.2 any costs, charges, expenses and liabilities of or incurred by any Enforcement Party in the exercise of any of its powers including all rents, taxes, rates and outgoings whatever affecting the Secured Assets, all premiums on Insurances properly payable under this Deed or any applicable statute, the cost of executing necessary or proper repairs to the Secured Assets, and the payment of annual sums or other payments, and the interest on all principal sums, having priority to the Secured Obligations:

11.1.3 the Secured Obligations, in accordance with the provisions of the Finance Documents and otherwise in such order as the Security Agent may determine; and

11.1.4 the claims of those persons entitled to any surplus.

11.2 Right of appropriation

The Security Agent is entitled to appropriate money and/or assets to Secured Obligations in such manner or order as it thinks fit and any such appropriation shall override any appropriation by any Chargor.

11.3 Suspense Account

The Security Agent may place (for such time as it thinks prudent) any money received by it pursuant to this Deed to the credit of a separate or suspense account (without liability to account for interest thereon) for so long and in such manner as the Security Agent may from time to time determine without having any obligation to apply that money or any part of it in or towards discharge of the Secured Obligations.

12. PROTECTION OF THIRD PARTIES

12.1 No duty to enquire

A buyer from, tenant or other person dealing with any Enforcement Party will not be concerned to enquire whether any of the powers which it has exercised or purported to exercise has arisen or become exercisable and may assume that it is acting in accordance with this Deed.

12.2 Receipt conclusive

The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser of the Secured Assets and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Security Agent or any Receiver.

13. PROTECTION OF SECURITY AGENT

13.1 Security Agent's receipts

The Security Agent shall not be obliged to account to any Chargor, nor to any other person, for anything other than its own actual receipts which have not been distributed or paid to the person entitled (or who the Security Agent, acting reasonably, believes to be entitled) in accordance with the requirements of this Deed.

13.2 Exclusion of liability

13.2.1 No Enforcement Party will be liable to any Chargor for any expense, loss, liability or damage incurred by such Chargor arising out of the exercise of its rights or powers or any attempt or failure to exercise those rights or powers, except for any expense, loss, liability or damage arising from its gross negligence, fraud or wilful misconduct.

13.2.2 No Chargor may take any proceedings against any officer, employee or agent of any Enforcement Party in respect of any claim it might have against such Enforcement Party or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Deed.

13.2.3 Any officer, employee or agent of any Enforcement Party may rely on this Clause 13 under the Third Parties Act.

13.3 Effect of possession

If the Security Agent or any Receiver enters into possession of the Secured Assets or any of them, this will not oblige either the Security Agent or the Receiver to account as mortgagee in possession, and if the Security Agent enters into possession at any time of the Secured Assets or any of them it may at any time at its discretion go out of such possession.

13.4 Chargor's indemnity

Each Chargor agrees with the Security Agent to indemnify the Security Agent and any Receiver or Delegate on demand against any costs, loss or liability incurred by any of them in respect of:

- 13.4.1 any exercise of the powers of the Security Agent or the Receiver or any attempt or failure to exercise those powers; and
- 13.4.2 anything done or omitted to be done in the exercise or purported exercise of the powers under this Deed or under any appointment duly made under the provisions of this Deed.

14. POWER OF ATTORNEY

14.1 Grant of power

Each Chargor irrevocably and by way of security appoints the Security Agent and each Receiver and any person nominated for the purpose by the Security Agent or the Receiver (in writing, under hand, signed by an officer of the Security Agent or by the Receiver) severally to be the attorney of such Chargor (with full power of substitution and delegation) for the purposes set out in Clause 14.2 below.

14.2 Extent of power

The power of attorney granted in Clause 14.1 above allows the Security Agent, the Receiver or such nominee, in the name of the relevant Chargor, on its behalf and as its act and deed to:

- 14.2.1 perfect the security given by such Chargor under this Deed; and
- 14.2.2 execute, seal and deliver (using such Chargor's seal where appropriate) any document or do any act or thing which such Chargor has agreed to execute or do under this Deed or which the Security Agent, the Receiver or such nominee considers necessary in connection with the exercise of any of the rights, powers or authorities of the Security Agent or the Receiver under, this Deed.

14.3 Ratification

Each Chargor covenants with the Security Agent to ratify and confirm all acts or things made, done or executed by any attorney exercising or purporting to exercise the powers conferred in accordance with this Clause 14.

15. APPLICATION, VARIATION AND EXTENSION OF STATUTORY PROVISIONS

15.1 Application of statutory covenants

The covenants set out in sections 2 to 5 of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to bind a Chargor only if, in any case, the relevant covenant imposes upon such Chargor a burden, liability or obligation that would not otherwise arise under this Deed.

15.2 Conditions applicable to power of sale etc.

- 15.2.1 For the purposes only of section 101 of the LPA, (but otherwise subject to the provisions of Clause 8 (*Enforceability*)), the conditions set out in that section as to

when such powers arise do not apply and the Secured Obligations become due and the statutory power of sale and other powers of enforcement arise immediately following the execution of this Deed; and

- 15.2.2 the Security Agent and any Receiver may exercise the statutory power of sale conferred by the LPA free from the restrictions imposed by section 103 of the LPA, which shall not apply to this Deed.

15.3 Extension of powers of sale, etc.

- 15.3.1 The power of sale and the other powers conferred by the LPA or otherwise are extended and varied to authorise the Security Agent in its absolute discretion to do all or any of the things or exercise all or any of the powers which a Receiver is empowered to do or exercise under this Deed.
- 15.3.2 The Security Agent and any Receiver shall also have and enjoy all the other powers, privileges, rights and protections conferred by the LPA and the Insolvency Act on mortgagees, receivers or administrative receivers (each as amended and extended by this Deed and whether or not a receiver or administrative receiver has been appointed) but so that if there is any ambiguity or conflict between the powers contained in such statutes and those contained in this Deed, those contained in this Deed shall prevail.

15.4 Consolidation of mortgages

The restriction on the consolidation of mortgages in Section 93 of the LPA does not apply to this Deed nor to any security given to the Security Agent pursuant to this Deed.

15.5 Powers of leasing, etc - Chargor

The statutory and other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by any Chargor in relation to the Secured Assets or any part thereof.

15.6 Powers of leasing, etc - Security Agent

The restrictions on the powers of the Security Agent or the Receiver to grant leases or to accept the surrender of leases in sections 99 and 100 of the LPA do not apply to this Deed.

15.7 LPA provisions relating to appointment of Receiver

Section 109(1) of the LPA shall not apply to this Deed.

15.8 Application of proceeds

Sections 105, 107(2), 109(6) and 109(8) of the LPA will not apply to the Security Agent nor to a Receiver appointed under this Deed.

16. PROTECTION OF SECURITY

16.1 Powers, rights and remedies cumulative

The powers, rights and remedies provided in this Deed are in addition to (and not instead of) powers, rights and remedies under law.

16.2 Exercise of powers, rights and remedies

If an Enforcement Party fails to exercise any power, right or remedy under this Deed or delays its exercise of any power, right or remedy, this does not mean that it waives that power, right or remedy. If an Enforcement Party exercises, or partly exercises, a power, right or remedy once, this does not mean that it cannot exercise such power right or remedy again, fully or in part.

16.3 Discretion

16.3.1 The Security Agent may decide:

- (a) whether and, if so, when, how and to what extent (i) to exercise its rights under this Deed and (ii) to exercise any other right it might have in respect of any Chargor (or otherwise); and
- (b) when and how to apply any payments and distributions received for its own account under this Deed, and no Chargor has the right to control or restrict the Security Agent's exercise of this discretion.

16.3.2 No provision of this Deed will interfere with the Security Agent's right to arrange its affairs as it may in its absolute discretion decide (nor oblige it to disclose any information relating to its affairs), except as expressly stated.

16.4 Set-off and combination of accounts

16.4.1 No right of set-off or counterclaim may be exercised by any Chargor in respect of any payment due to the Security Agent under this Deed.

16.4.2 The Security Agent may at any time after this Deed has become enforceable and without notice to a Chargor:

- (a) combine or consolidate all or any of such Chargor's then existing accounts with, and liabilities to, the Security Agent;
- (b) set off or transfer any sums standing to the credit of any one or more of such accounts; and/or
- (c) set-off any other obligation owed by the Security Agent to such Chargor (whether or not matured at such time), in or towards satisfaction of any of the Secured Obligations. The Security Agent is to notify such Chargor in writing that such a transfer has been made.
- (d) If any amount is in a different currency from the amount against which it is to be set off, the Security Agent may convert either amount (or both) at any reasonable time and at any reasonable rate.

16.5 Power to establish new account

If the Security Agent receives notice of a subsequent mortgage or charge relating to the Secured Assets, it will be entitled to close any account and to open a new account in respect of the closed account. If the Security Agent does not open such new account, it will in any event be treated as if it had done so at the time when it received such notice.

16.6 Information

Each Chargor authorises the holder of any prior or subsequent security to provide to the Security Agent, and the Security Agent to receive from such holder, details of the state of account between such holder and such Chargor.

16.7 Avoidance of settlements and other matters

16.7.1 Any payment made by a Chargor, or settlement or discharge between such Chargor and the Security Agent, is conditional upon no security or payment to the Security Agent by such Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency, administration or liquidation for the time being in force and accordingly (but without limiting the Security Agent's other rights under this Deed) the Security Agent

shall be entitled to recover from such Chargor the value which the Security Agent has placed upon such security or the amount of any such payment as if such payment, settlement or discharge had not occurred.

- 16.7.2 If the Security Agent, acting reasonably, considers that any amount paid by a Chargor in respect of the Secured Obligations is capable of being avoided or ordered to be refunded or reduced for the reasons set out in Clause 16.7.1, then for the purposes of this Deed such amount shall not be considered to have been irrevocably paid.

16.8 Further advances

The Security Agent as security agent for the Beneficiaries confirms that the beneficiaries must perform their respective obligations to the extent arising under the Finance Documents to make further advances. The security constituted by this Deed has been made for securing such further advances.

16.9 Waiver of immunity

To the extent that any Chargor may be entitled in any jurisdiction to claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process of any kind wherever it might originate or to the extent that in any such jurisdiction there may be attributed to such Chargor or its assets such immunity (whether or not claimed), it hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity to the fullest extent permitted by the laws of such jurisdiction.

16.10 Time Deposits

Without prejudice to the provisions of Clause 16.4 (*Set-off and combination of accounts*), if during the Security Period a time deposit matures on any account which any Chargor holds with the Security Agent and an Event of Default has arisen which is continuing but no amount of Secured Obligations has fallen due and payable such time deposit shall be renewed for such further maturity as the Security Agent may in its absolute discretion determine.

16.11 Perpetuity Period

The perpetuity period applicable to the trusts created by this Deed is 80 years.

17. COMMUNICATIONS

- 17.1 Each notice, consent and other communication in respect of this Deed will be effective only if made by letter or fax, delivered to the relevant address or fax number specified on the execution page(s) of this Deed (or to any substitute address or fax number notified in writing by the relevant Party for this purpose) and marked for the attention of the specified department/individual, if applicable. Each communication by letter will be effective only if delivered by hand, sent by first class post (if sent from and to an address in the UK) or sent by airmail (if sent from or to an address elsewhere).
- 17.2 Each communication will become effective as follows (references to times are to times in the place of delivery of the communication):
- 17.2.1 a hand-delivered letter will be effective as soon as it is delivered (or, if it is delivered after 5pm or on a day that is not a Business Day, it will be effective at 9am on the next Business Day);
 - 17.2.2 a letter sent by post from and to an address in the UK will be effective at 9am on the second Business Day after it is posted and a letter sent by airmail from or to an address elsewhere will be effective at 9am on the tenth Business Day after it is posted;
 - 17.2.3 a fax will be effective one hour after the sending fax machine (or other system) generates a confirmation that the communication has been sent in full (or, if this

occurs after 5pm or on a day that is not a Business Day, it will be effective at 9am on the next Business Day); and

- 17.2.4 each communication to the Security Agent will become effective only when actually received by the Security Agent.

18. ASSIGNMENT AND TRANSFER

18.1 No assignment by Chargor

No Chargor shall assign, novate or otherwise deal with its rights or obligations under or interests in this Deed, except with the prior written consent of the Security Agent.

18.2 Transfer by Security Agent

- 18.2.1 Save as otherwise provided in the Facilities Agreement, the Security Agent may at any time assign, novate or otherwise deal with any rights or obligations under or interests in this Deed.
- 18.2.2 The Security Agent may disclose any information about any Chargor, the Secured Assets and/or this Deed to any person to whom it proposes to assign, novate or transfer (or has assigned, novated or transferred) any rights or obligations under or interests in this Deed, or with whom it proposes to enter into (or has entered into) any other dealings in relation to any such rights, obligations or interests.
- 18.2.3 Any person to whom the benefit of all such rights has been transferred, subject to such obligations, may enforce this Deed in the same way as if it had been a Party instead of the Security Agent.
- 18.2.4 If the Security Agent transfers part only of its rights in respect of the Secured Obligations to any person, then this Deed shall thereupon be deemed to have been entered into by the Security Agent as trustee for the Beneficiaries and such other person.

19. GOVERNING LAW AND SERVICE OF PROCESS

19.1 Governing law

This Deed is governed by English law.

19.2 Jurisdiction

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (**Dispute**). Each Party agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and accordingly neither Party will argue to the contrary. This Clause 19.2 is for the benefit of the Enforcement Parties only. As a result, no Enforcement Party will be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, each Enforcement Party may take concurrent proceedings in any number of jurisdictions.

20. THIS DEED

20.1 Consideration

Each Chargor has entered into this Deed in consideration of the Beneficiaries or some of them agreeing to provide (or to continue to provide) finance facilities to it on the terms agreed between them in the Finance Documents.

20.2 Execution of this Deed - counterparts

If the Parties execute this Deed in separate counterparts, this Deed will take effect as if they had all executed a single copy.

20.3 Execution of this Deed - formalities

This Deed is intended to be a deed even if any Party's execution is not in accordance with the formalities required for the execution of deeds.

20.4 Amendments and waivers

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

20.5 Conflict

20.5.1 If there is any conflict between the provisions of the Senior Intercreditor Deed and the provisions of this Deed, the provisions of the Senior Intercreditor Deed shall prevail.

20.5.2 If there is any conflict between the provisions of the Junior Intercreditor Deed and the provisions of this Deed, the provisions of Junior Intercreditor Deed shall prevail.

20.5.3 If there is any conflict between the provisions of the Senior Intercreditor Deed and the Junior Intercreditor Deed insofar as they relate to this Deed, the provisions of the Senior Intercreditor Deed shall prevail.

20.6 Partial invalidity

20.6.1 If, at any time, any provision of this Deed is or is found to have been illegal, invalid or unenforceable in any respect under the law of any jurisdiction, this does not affect the legality, validity or enforceability of the other provisions of this Deed, nor the legality, validity or enforceability of the affected provision under the law of any other jurisdiction.

20.6.2 If any Party is not bound by this Deed (or any part of it) for any reason, this does not affect the obligations of each other Party under this Deed (or under the relevant part).

20.7 Other security

This Deed is in addition to, and does not operate so as in any way to prejudice or affect, or be prejudiced or affected by, any other security or guarantee which the Security Agent may now or at any time after the date of this Deed hold for or in respect of the Secured Obligations.

20.8 Ownership of this Deed

This Deed and every counterpart is the property of the Security Agent.

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

The Chargors other than the Parent

Name of Chargor	Place of Incorporation	Registered Office	Registered Number
Zinc Group Bidco	England and Wales	C/O Womble Bond Dickinson (UK) LLP The Spark, Draymans Way, Newcastle Helix, Newcastle Upon Tyne, United Kingdom, NE4 5DE	15424763
MRO Plus Solutions Group Ltd	England and Wales	MJ Wilson Group Ltd, Charlton Street, Grimsby, England, DN31 1SQ	11105636
MRO Plus Solutions Midco Ltd	England and Wales	MJ Wilson Group Ltd, Charlton Street, Grimsby, England, DN31 1SQ	11105704
MRO+ Solutions Ltd	England and Wales	MJ Wilson Group Ltd, Charlton Street, Grimsby, England, DN31 1SQ	11105745
MJ Wilson Group Limited	England and Wales	MJ Wilson Group Ltd, Charlton Street, Grimsby, England, DN31 1SQ	10786160
Helix Tool Company Limited	England and Wales	Unit 7 United Business Park, Lowfields Road, Leeds, West Yorkshire, LS12 6UB	03237987
Support Instrumentation Limited	England and Wales	Unit 7 United Business Park, Lowfields Road, Leeds, West Yorkshire, LS12 6UB	03577901

SCHEDULE 2

Bank accounts

This Schedule has been intentionally left blank

SCHEDULE 3

Details of Property

This Schedule has been intentionally left blank

SCHEDULE 4

Shares

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held
M J Wilson Group Limited	Support Instrumentation Limited	Ordinary shares of £1.00 each	100
MRO Plus Solutions Group Limited	MRO Plus Solutions Midco Ltd	Ordinary shares of £1.00 each	2
MRO Plus Solutions Midco Limited	MRO+ Solutions Limited	Ordinary shares of £1.00 each	2
MRO+ Solutions Ltd	M J Wilson Group Limited	Ordinary shares of £1.00 each	1
MRO+ Solutions Ltd	Helix Tool Company Limited	Ordinary shares of £1.00 each	200
Zinc Group Bidco Limited	MRO Plus Solutions Group Limited	A ordinary shares of £0.01 each	420,059
		B ordinary shares of £0.07 each	48,235
		C ordinary shares of £0.03 each	4,941
Zinc Group Topco Limited	Zinc Group Bidco Limited	Ordinary shares of £1.00 each	1

SCHEDULE 5

Specifically identified chattels

This Schedule has been intentionally left blank

SCHEDULE 6

Form of notice to bank operating secured account

To: [name and address of account bank] (**Account Bank**)

Dated: [●]

Dear Sirs

Re: **Account No:** [insert account number] (**Account**)

Account Branch [insert branch name and address]

Account Holder: [name of Chargor] (**Chargor**)

We hereby notify you that by a composite guarantee and debenture dated [●] (**Debenture**) made by the Chargor in favour of [Security Agent] (**Security Agent**) the Chargor has charged to the Security Agent (as trustee and security agent for itself and persons referred to in the Debenture as the **Beneficiaries**), all its right, title and interest in the monies from time to time standing to the credit of the Account [and of any other accounts from time to time maintained with you by the Chargor] (**Charged Account[s]**) and to all interest (if any) accruing on the Charged Account[s].

We hereby irrevocably and unconditionally authorise and instruct you to:

1. hold all monies from time to time standing to the credit of the Charged Account[s] to the order of the Security Agent and accordingly to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect;
2. disclose to the Security Agent such information relating to the Chargor and the Charged Account[s] as the Security Agent may from time to time request you to provide;
3. comply with the terms of any written notice or instruction relating to the Charged Accounts received by you from the Security Agent.

We also advise you that:

- 3.1 the Chargor may not withdraw any monies from the Charged Account[s] without first having produced to you the prior written consent of the Security Agent to such withdrawal; and
- 3.2 the provisions of this Notice may only be revoked or varied with the prior written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of your confirmation that:

- 3.2.1 you agree to act in accordance with the provisions of this notice;
- 3.2.2 you have not received notice that the Chargor has assigned its rights to the monies standing to the credit of the Charged Account[s] or otherwise granted any security or other interest over those monies in favour of any third party; and
- 3.2.3 you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Account[s] [except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Agent].

By counter-signing this notice the Security Agent confirms that the Chargor may make withdrawals from the Charged Account[s] until such time as the Security Agent shall notify you (with a copy to the Chargor)

in writing that such permission is withdrawn. Such permission may be withdrawn or modified by the Security Agent in its absolute discretion at any time.

The provisions of this notice are governed by English law.

Yours faithfully

for and on behalf of *[Chargor]*

Countersigned by

for and on behalf of

.....

[Security Agent]

To: *[name and address of Security Agent]*

Copy to: *[name and address of Chargor]*

We hereby acknowledge receipt of the above notice and confirm the matters set out in paragraphs A, B and C above.

for and on behalf of

[name and address of Account Bank]

Dated: [●]

SCHEDULE 7

Form of Deed of Accession

DATE [●]

PARTIES

1. [●] (No. [●]) whose registered office is at [●](**New Chargor**).
2. [●] (No. [●]) whose registered office is at [●] [name of Company] for itself and as agent for and on behalf of each of the other Chargors named in the Debenture referred to below, (**Company**);
3. [●] (No. [●]) of [●] in its capacity as trustee and security agent for the Beneficiaries (including itself) in relation to the Security Documents (**Security Agent** which expression includes such other trustee and security agent as may from time to time be appointed in that capacity pursuant to Clause [number] of the Junior Intercreditor Deed).

BACKGROUND

- 3.1 The New Chargor is a wholly owned subsidiary of [the Topco].
- 3.2 The Parent entered into a composite guarantee and debenture dated [date] (as supplemented and amended by Deeds of Accession or otherwise from time to time, the **Debenture**) made between amongst others the Parent, each of the other companies named therein as Chargors, and the Security Agent as trustee and security agent for itself and certain other persons referred to in the Debenture as the **Beneficiaries**.
- 3.3 The New Chargor has at the request of the Parent and in consideration of the Beneficiaries making or continuing to make facilities available to the Parent or any other member of the Group determined to enter into this Deed and thereby become a Chargor under the Debenture.

AGREED TERMS:

4. DEFINITIONS

Terms defined and construed (whether directly or by reference) in the Debenture shall have the same meaning and construction in this Deed.

5. ACKNOWLEDGEMENT

The New Chargor acknowledges that:

- 5.1 it has given due consideration to the terms and conditions of the Finance Documents (including the Debenture) and has satisfied itself that there are reasonable grounds for believing that by executing this Deed the New Chargor will derive commercial benefit; and
- 5.2 that it enters into this Deed in good faith and for the purposes of its business.

6. AGREEMENT

The New Chargor hereby agrees to accede and become a party to and to be bound by the terms of the Debenture as a Chargor with immediate effect.

7. EFFECT OF ACCESSION

The Debenture shall henceforth be read and construed for all purposes as if the New Chargor had been an original party thereto in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed).

8. REPRESENTATIONS, WARRANTIES ETC

The New Chargor hereby gives and agrees and undertakes to be bound by all the representations, warranties, covenants, undertakings, indemnities and agreements in the Debenture which are expressed to be given by or binding on a Chargor.

9. GRANT OF SECURITY

9.1 Full title guarantee

All the security created or given by the New Chargor, whether under this Deed or by the Debenture is given and made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

9.2 Implied Covenants

The covenants set out in sections 2 to 5 of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to bind the New Chargor only if, in any case, the relevant covenant imposes upon the New Chargor a burden, liability or obligation that would not otherwise arise under this Deed or the Debenture.

9.3 General provisions

All the security created or given by the New Chargor, whether under this Deed or by the Debenture is granted in favour of the Security Agent as trustee and security agent for the Beneficiaries as a continuing security for the payment, discharge and performance of the Secured Obligations.

9.4 Security over all assets

The New Chargor now grants to the Security Agent in relation to its assets and undertaking the same mortgages, charges, assignments and other security as are set out in Clause 3 (*Charging clause*) of the Debenture, to the intent that its mortgages, charges, assignments and other security shall be effective and binding upon it and its assets and undertaking and 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 Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Debenture or in any other Deed of Accession.

9.5 Specific security

Without limiting the generality of Clause 9.4 (*Security over all assets*) or of the Debenture, the New Chargor:

- 9.5.1 [charges by way of [first] legal mortgage all the Property (if any) now belonging to it brief descriptions of which are specified in Schedule 1 to this Deed];
- 9.5.2 [charges by way of [first] fixed charge all plant and machinery, vehicles and computers listed in Schedule 2, and the benefit of all contracts, licences and warranties relating to any of such chattels];
- 9.5.3 [confirms that for the purposes of the [first] fixed charge over the Investments (if any) now belonging to it set out at Clause 3.1.5 of the Debenture such charge shall extend to those Shares listed in the Schedule to this Deed together with all Distribution Rights from time to time accruing thereto or thereon];
- 9.5.4 (confirms that for the purposes of Clause 3.1.3 (*Fixed charge on plant and machinery*) and Clause 3.1.4 (*Fixed charge on other chattels*) of the Debenture it specifically identifies those chattels owned by it and listed in Schedule 4).

10. AGREEMENT AND CONSENT BY CHARGORS

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

11. CONSTRUCTION

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

12. GOVERNING LAW

This Deed shall be governed by and construed in all respects in accordance with English law.

13. OWNERSHIP OF DEED

This Deed and every counterpart is the property of the Security Agent.

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

[insert Schedules as appropriate]

[insert execution provisions as appropriate]

SCHEDULE 8

Receiver's specific powers

The Receiver will have full power and authority:

1. POSSESSION

- 1.1 to enter upon, take possession of the Secured Assets; and
- 1.2 to collect and get in all rents, fees, charges or other income of the Secured Assets;

2. CARRY ON BUSINESS

Generally to manage the Secured Assets and to manage or carry on, reconstruct, amalgamate, diversify or concur in carrying on the business of the relevant Chargor or any part of it as he may think fit;

3. SALE AND DISPOSAL

Without restriction, to sell, charge, grant, vary the terms or accept surrenders of, leases or tenancies of, licences to occupy, or options or franchises over or otherwise deal with and dispose of the Secured Assets or any property acquired in exercise of its powers under this Deed;

4. ACQUISITION

- 4.1 to purchase or acquire any land and purchase, acquire or grant any interest in or right over land;
- 4.2 to take a lease or tenancy of any property required or convenient for the business of the relevant Chargor or the exercise of the Receiver's powers under this Deed;

5. LEASES

To exercise on behalf of the relevant Chargor and without the consent of or notice to such Chargor all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to leasehold property, landlord and tenant, rents, housing or agriculture in respect of the Property;

6. BORROWING

For the purpose of exercising any of the rights, powers, authorities and discretions conferred on the Receiver by or pursuant to this Deed and/or for defraying any losses or Expenses which may be incurred by him in their exercise or for any other purpose, to raise or borrow moneys from the Beneficiaries or others or incur any other liability on such terms, whether secured or unsecured, as he may think fit, and whether to rank in priority to this security or not;

7. EMPLOYMENT ETC.

To appoint and discharge employees, officers, consultants, advisers, managers, agents, solicitors, accountants or other professionally qualified persons, workmen and others for any of the purposes of this Deed or to guard or protect the Secured Assets upon such terms as to remuneration or otherwise as he may think fit and to discharge any such persons appointed by the relevant Chargor prior to his appointment;

8. LEGAL ACTIONS AND COMPROMISES

- 8.1 in the name of the relevant Chargor, to bring, prosecute, enforce, defend and discontinue all such actions, suits and proceedings, in relation to such Chargor, the business of such Chargor or the Secured Assets as in any case he shall think fit;

- 8.2 to settle, adjust, refer to arbitration or expert determination, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or body who is or claims to be a creditor of the relevant Chargor or relating in any way to the Secured Assets;

9. RECEIPTS

To give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Secured Assets;

10. WORKS AND MAINTENANCE

To obtain Authorisations for and to carry out on the Property any new works or complete any unfinished works of development, building, reconstruction, maintenance, repair, renewal, improvement, furnishing or equipment;

11. CONTRACTS

To enter into, vary, cancel or waive any of the provisions of any contracts which he shall in any case think expedient in the interests of the relevant Chargor or the Security Agent;

12. SUPPLIES

To purchase materials, tools, equipment, goods or supplies on such terms and at such price as the Receiver in the Receiver's absolute determination thinks fit;

13. INSURANCES AND BONDS

To insure the Secured Assets, any assets acquired by the Receiver in exercise of his powers, and any business or works, and effect indemnity insurance or other similar insurance, in every case in such amounts, against such risks and with such offices as the Receiver shall think fit, and obtain bonds and give indemnities and security to any bondsmen;

14. SEVERANCE RIGHTS

To sever fixed plant, machinery or other Fixtures and store, sell or otherwise deal with them separately from the Property to which they may be annexed;

15. CHATTELS

To remove, store, sell or otherwise deal with any chattels located at the Property;

16. FORM COMPANY

- 16.1 to promote or establish any company or to acquire shares in any company (whether as a subsidiary of the relevant Chargor or otherwise) to facilitate the exercise of his powers under this Deed;
- 16.2 to transfer to any such company all or any of the Secured Assets or other assets acquired by the Receiver in exercise of his powers;
- 16.3 to exercise or cause to be exercised all voting and other rights attaching to, and to charge, sell or otherwise transfer any shares in any such company;

17. VOTING RIGHTS

To exercise all voting and other rights attaching to the Investments and all other stocks, shares and securities owned by the relevant Chargor and comprised in the Secured Assets in such manner as he may think fit;

18. CALLS

To make, or require the directors of the relevant Chargor to make, calls conditionally or unconditionally on the members of such Chargor in respect of uncalled capital; and take action to enforce payment of unpaid calls;

19. TRANSACTION

To carry into effect and complete any transaction;

20. REDEEM SECURITY

To redeem any prior security (or procure the transfer of such security to an Enforcement Party) and settle and pass the accounts of the person entitled to the prior security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;

21. GENERAL

Either in the name of the relevant Chargor or in the name of the Receiver to execute documents and do all other acts or things which the Receiver may consider to be incidental or conducive to any of the Receiver's powers or to the realisation or use of the Secured Assets.

SCHEDULE 9

Guarantee and Indemnity

1. GUARANTEE AND INDEMNITY

- 1.1 Each Chargor as principal obligor irrevocably and unconditionally:-
- 1.1.1 guarantees to each Beneficiary full, prompt and complete performance by each other Chargor of all of the Secured Obligations owing by such Chargor and the due and punctual payment of all the sums comprised in the Secured Obligations owing by each such Chargor as and when they become due;
 - 1.1.2 undertakes to each Beneficiary that if any of the other Chargors fail to pay any sum comprised in the Secured Obligations on its due date it will pay such sum on demand as if it instead of such other Chargor were the principal obligor in respect of those Secured Obligations; and
 - 1.1.3 undertakes to indemnify each Beneficiary as an additional and independent obligation against all losses, damages, costs and expenses properly incurred by the Beneficiaries (or any of them) arising from any failure by any of the other Chargors to pay the sums comprised in the Secured Obligations as and when they fall due.
- 1.2 The liabilities of the Chargors under the Guarantee are joint and several.
- 1.3 The Guarantee is binding on the Chargors and each of them as a continuing security for the full amount which is now or in the future becomes due or owing to the Beneficiaries and shall remain in full force and effect notwithstanding:-
- 1.3.1 any payments from time to time made to the Security Agent or to any Beneficiaries;
 - 1.3.2 any notice of determination by any Chargor; or
 - 1.3.3 any settlement of account or any other thing whatsoever.
- 1.4 If for any reason the Guarantee shall cease to be a continuing security, each Beneficiary may either continue any then existing account(s) or open one or more new accounts for any of the Chargors, but in any case the obligations of each Chargor under the Guarantee at the date the Guarantee ceases to be a continuing security shall remain unaffected by and be computed without regard to any payment into or out of any such account.
- 1.5 The liabilities of each Chargor to the Beneficiaries under the Guarantee shall not be discharged, impaired or in any way affected as a result of:-
- 1.5.1 any time or indulgence or waiver given to, or composition made with any of the Chargor or any other person;
 - 1.5.2 any other right, remedy, guarantee, mortgage or other security held by or available to the Security Agent or the Beneficiaries being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Security Agent or any of the Beneficiaries from time to time dealing with, exchanging, varying, realising, releasing or failing to perfect or enforce any of the same;
 - 1.5.3 the insolvency, receivership, liquidation, administration of or analogous proceedings relating to any of the Chargors or any other person;
 - 1.5.4 any amendment, novation, variation or modification to, or replacement or restatement of the Loan Note Instrument or any agreement or arrangement recording or securing or comprising the Secured Obligations (in each case however fundamental and whether or not more onerous);

- 1.5.5 the taking, variation, compromise, renewal or release or refusal or neglect to perfect or enforce any rights, remedies or securities against any of the Chargors or any other person;
 - 1.5.6 any change in the constitution of the Security Agent or the Beneficiaries (or any of the successors or assigns of the Security Agent or the Beneficiaries) or as a result of the amalgamation or consolidation by the Security Agent or the Beneficiaries with any other person;
 - 1.5.7 any other act, omission, circumstance, matter or thing which but for this paragraph 1.5 might operate to discharge, impair or otherwise affect the obligations of any Chargor under the Guarantee whether in whole or in part.
- 1.6 The Guarantee (and the obligations of each Chargor) shall continue in full force and effect notwithstanding:-
- 1.6.1 the fact that any purported obligation of any of the Chargors or any other person to the Beneficiaries (or any security for any such obligation) becomes wholly or partly illegal, invalid or unenforceable in any respect whether or not known to the relevant Beneficiary or the relevant Chargor;
 - 1.6.2 any incapacity or any change in the constitution of, or any amalgamation or reconstruction of, any Chargor or any other person or any other matter whatsoever;
 - 1.6.3 the failure of any Chargor to be bound by the Guarantee for any reason whatsoever.
- 1.7 Without prejudice to the generality of any other provision of this paragraph 1, the Chargors expressly confirm that they intend that the Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of the Loan Note Instrument or any other document relating to the Secured Obligations and/or any facility or amount made available under the Loan Note Instrument or any other such document for the purposes of or in connection with any of the following:-
- 1.7.1 acquisitions of any nature;
 - 1.7.2 increasing working capital;
 - 1.7.3 enabling investor distributions to be made;
 - 1.7.4 carrying out restructurings;
 - 1.7.5 refinancing existing facilities;
 - 1.7.6 refinancing any other indebtedness;
 - 1.7.7 making facilities available to new borrowers;
 - 1.7.8 any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and
 - 1.7.9 any fees, costs and/or expenses associated with any of the above.
- 1.8 Subject to paragraph 1.9, until all the Secured Obligations have been irrevocably paid and discharged in full, no Chargor will:
- 1.8.1 be subrogated to or otherwise entitled to participate in, any security or monies held, received or receivable by any Beneficiary or be entitled to any right of contribution in respect of any payment made by any Chargor under this deed;

- 1.8.2 exercise or enforce any of its rights of subrogation and indemnity against any other Chargor;
 - 1.8.3 following a claim being made on a Chargor under this deed, demand or accept repayment of any monies due from any of the Chargors to it or claim any set-off or counterclaim against any of the Chargors;
 - 1.8.4 claim or prove in a liquidation or other insolvency proceeding of any of the Chargors in competition with the Security Agent or the Beneficiaries.
- 1.9 Following the making of a demand under the Guarantee, each Chargor will (at its own cost) promptly take such steps or action as the Beneficiaries may from time to time stipulate.
- 1.10 Each Chargor shall promptly pay to the Security Agent an amount equal to any set-off, proof or counterclaim exercised by it against any other Chargor and shall hold in trust for and promptly pay or transfer to the Security Agent any payment or distribution or benefit of security in fact received by it whether arising as a result of a breach of this paragraph 1 or compliance with directions given under paragraph 1.9;
- 1.11 If the Security Agent (on the basis of legal advice received by it for this purpose) reasonably considers that any amount paid by a Chargor in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of any Chargor or otherwise, then such amount shall not be considered to have been paid for the purposes of the Guarantee.
- 1.12 Any release, settlement or discharge between any Chargor and any Beneficiary shall be conditional upon no payment, assurance or security received by any Beneficiary from such Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment (English or foreign) relating to insolvency, liquidation or analogous circumstances in force from time to time and accordingly (but without limiting the other rights of the Security Agent or the Beneficiaries under this deed), the Beneficiaries shall be entitled to recover from such Chargor the value which the Beneficiaries (or any of them) have placed upon such security or the amount of any such payment as if such release, settlement or discharge had not occurred.
- 1.13 Except in respect of the refinancing of the Secured Obligations by a third party financier as a result of which the Secured Obligations are repaid in full (but not in part only) to the Beneficiaries, the Beneficiaries may, following the discharge of all the Secured Obligations, retain any security held by them under this deed until they are satisfied that no Beneficiary will have to make any repayment under any law referred to in paragraph 1.12.
- 1.14 The Guarantee is and will remain the property of the Beneficiaries after any release or settlement of any Chargor's liability to the Beneficiaries.
- 1.15 For the purposes of the liability of each Chargor to the Beneficiaries under the Guarantee (including the liability of each Chargor for interest) every sum of money which may now or in the future be or become due or owing to the Beneficiaries (or would have become so due or owing were it not for the liquidation or insolvency of any other company) shall be deemed to continue due and owing to the Beneficiaries until the same shall be actually repaid to the Beneficiaries notwithstanding the winding up or insolvency of any company or any other event.
- 1.16 The Guarantee shall constitute the primary obligations of each of the Chargors and the Beneficiaries shall not be obliged to make a demand on any Chargor before enforcing its rights against any other Chargor under the Guarantee.
- 1.17 The Guarantee given by each Chargor shall be construed as if it were a separate guarantee and indemnity by each Chargor in respect of the obligations owed by each other Chargor to the Beneficiaries.

- 1.18 Each Chargor agrees and consents to be bound by the terms of the Guarantee notwithstanding that one or more of the other Chargors which was or were intended to execute this Guarantee may not do so or may not be bound by it for any reason.

SIGNATURE PAGES

The Chargors

Executed as a deed by **Zinc Group Topco Limited**
acting by ^{Charlie Pidgeon}, a director,
in the presence of: Director

Signature (Witness) ...

Print Name Paula Pidgeon

Address

.....
Occupation Managing Director

Address:

Facsimile No: N/A

Executed as a deed by **Zinc Group Bidco Limited**
acting by ^{Charlie Pidgeon}, a director,
in the presence of:

Signature (Witness)

Print Name Paula Pidgeon

Address

.....
Occupation Managing Director

Address:

Facsimile No: N/A

Executed as a deed by **MRO Plus Solutions**

Group Ltd acting by

Natalie Murray
....., a director, in the
presence of:

Director

Signature (Witness)

Miles Halstead

Print Name

Address

.....
Occupation Managing Director

Address:

Facsimile No: N/A

Executed as a deed by **MRO Plus Solutions**

Midco Ltd acting by

Natalie Murray
....., a director, in the
presence of:

Director

Signature (Witness)

Miles Halstead

Print Name

Address

.....
Occupation Managing director

Address:

Facsimile No: N/A

WBD

Executed as a deed by **MRO+ Solutions Ltd** acting
by Natalie Murray a director, in the
presence of: Director

Signature (Witness)

Print Name Miles Halstead

Address

.....
Occupation Managing director

Address:

Facsimile No: N/A

Executed as a deed by **MJ Wilson Group Limited**
acting by Natalie Murray a director,
in the presence of: Director

Signature (Witness)

Print Name Miles Halstead

Address

.....
Occupation Managing director

Address:

Facsimile No: N/A

Executed as a deed by **Helix Tool Company**

Limited acting by Natalie Murray a
director, in the presence of: Director

Signature (Witness)
..... 38549E0802A24C1...

Print Name Miles Halstead

Address

.....
Occupation Managing director

Address:

Facsimile No: N/A

Executed as a deed by **Support Instrumentation**

Limited acting by Natalie Murray a
director, in the presence of: Director

Signature (Witness)

Print Name Miles

Address

.....
Occupation Managing director

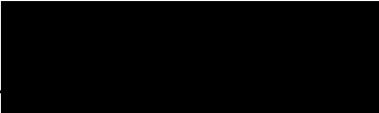
Address:

Facsimile No: N/A


The Security Agent

Executed as a deed by **NVM PE Limited**

acting by Mauro Bigioni in the presence of: Director 

Signature (Witness) 

Print Name Natalie Lucherini

Address 

.....
Occupation Director

Address:

Facsimile No: N/A

Executed as a deed by **MRO Plus Solutions Group Ltd** acting by

....., a director, in the presence of:

.....
Director

Signature (Witness)

Print Name

Address

.....

Occupation

Address:

Facsimile No: N/A

Executed as a deed by **MRO Plus Solutions Midco Ltd** acting by

.Matthew.Cattell....., a director, in the presence of:

.....
Director

Signature (Witness)

Print Name Kelly Cattell

Address

.....

Occupation Director/Owner of Childcare Recruitment Agency

Address:

Facsimile No: N/A