

MR01

Particulars of a charge

184310/13  
IRIS Laserform

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

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

✗ **What this form is NOT for**  
You may not use this form to  
register a charge where there  
instrument Use form MR08

COMPANIES HOUSE



A27 \*A3BF6T4J\* 04/07/2014 #31

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

☑ You **must** enclose a certified copy of the instrument with this form This will be scanned and placed on the public record

**1 Company details**

Company number 0 3 7 5 7 8 7 4

Company name in full Future plc

For official use

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

All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date d2 d3 m0 m6 y2 y0 y1 y4

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

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

Name Santander UK plc as security agent for the Secured Parties

Name

Name

Name

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

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

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**Description**

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

**Continuation page**

Please use a continuation page if you need to enter more details

Description

Not applicable

5

**Fixed charge or fixed security**

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

☒ **Yes**

☐ **No**

6

**Floating charge**

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

☐ **Yes** Continue

☒ **No** Go to **Section 7**

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

☐ **Yes**

7

**Negative Pledge**

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

☒ **Yes**

☐ **No**

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**Trustee statement ①**

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

☐

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

9

**Signature**

Please sign the form here

Signature

Signature

X Addleshaw Goddard LLP X

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

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Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name MASSHR/330727-173

Company name Addleshaw Goddard LLP

Address Milton Gate

60 Chiswell Street

Post town London

County/Region

Postcode E C 1 Y 4 A G

Country United Kingdom

DX 47 London

Telephone 020 7606 8855



### Certificate

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



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following.

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



### Important information

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



### How to pay

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

Make cheques or postal orders payable to 'Companies House'.



### Where to send

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

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

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

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



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



FILE COPY

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 3757874

Charge code: 0375 7874 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd June 2014 and created by FUTURE PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th July 2014

*gl*

Given at Companies House, Cardiff on 14th July 2014



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Execution copy

Dated 23 June 2014

FUTURE PLC  
as Chargor

SANTANDER UK PLC  
as Security Agent

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CHARGE OVER ACCOUNTS

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WE HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL <i>Addleshaw Goddard</i> DATE <i>21/7/14</i> ADDLESHAW GODDARD
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ADDLESHAW GODDARD

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This Deed is made on

23 June 2014

Between

- (1) **Future plc**, (a public limited company incorporated in England and Wales with number 03757874) (**Chargor**), and
- (2) **Santander UK PLC** as security agent for the Secured Parties (**Security Agent** which term shall include any person appointed as security trustee or as an additional trustee in accordance with the terms of the Facility Agreement)

It is agreed

## 1 Definitions and Interpretation

### 1.1 Definitions

In this Deed

**Account** means the account, details of which are set out in schedule 1 (Accounts)

**Facility Agreement** means the facility agreement originally dated 22 February 2013 as amended and restated on or about the date of this Deed and made between (1) Future plc as Company, (2) the Borrowers, (3) the companies listed in part 1 of schedule 1 thereto as guarantors, (4) Barclays Bank PLC and Santander UK plc as Arrangers, (5) Barclays Bank PLC and Abbey National Treasury Services plc as Original Lenders and Original Hedge Counterparties, (6) Barclays Bank PLC as Agent and (7) Santander UK plc as Security Agent

**Party** means a party to this Deed

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

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

**Secured Obligations** means all monies and liabilities now or after the date of this Deed due owing or incurred by the Obligors (or any of them) to the Finance Parties (or any of them) under the Finance Documents (or any of them) in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Finance Party under any Finance Document

**Security Period** means the period beginning on the date of this Deed and ending on the date on which the Secured Obligations have been irrevocably and unconditionally paid and discharged in full and all facilities made available by the Finance Parties (or any of them) under the Finance Documents (or any of them) have been cancelled

### 1.2 Interpretation

- (a) Unless otherwise defined in this Deed a term defined in the Facility Agreement has the same meaning when used in this Deed or any notices, acknowledgements or other documents issued under or in connection with this Deed



- (b) In this Deed the term **dispose** includes any sale, lease, licence, transfer or loan
- (c) Clause 1 2 (Construction) of the Facility Agreement is incorporated in this Deed as if set out here in full but so that each reference in that clause to **this Agreement** shall be read as a reference to this Deed

**1 3 Third party rights**

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed or any other Finance Document issued or entered into under or in connection with it

**2 Covenant to pay**

The Chargor covenants with the Security Agent as security agent for the Finance Parties to pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents

**3 Charging provisions**

**3 1 General**

All Security created by the Chargor under clause 3 2 is

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

**3 2 First fixed charges**

The Chargor charges by way of first fixed charge all monies from time to time standing to the credit of the Account together with all other rights and benefits accruing to or arising in connection with the Account

**4 Continuing security**

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

**4 2 Recourse**

The Security constituted by this Deed

- (a) is in addition to any other Security which any Finance Party may hold at any time for the Secured Obligations (or any of them), and
- (b) may be enforced without first having recourse to any other rights of any Finance Party

**5 Negative pledge**

5 1 The Chargor shall not create or permit to subsist any Security Interest over any of the Secured Assets

5 2 Clause 5 1 does not apply to any Security Interest or arrangement which is Permitted Security

**6 Restrictions on disposals**

6 1 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Secured Assets

6 2 Clause 6 1 does not apply to any disposal which is expressly permitted pursuant to a Finance Document

**7 Further assurance**

7 1 The Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require) in favour of the Security Agent or its nominee(s)

(a) to perfect the Security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to this Deed or by law,

(b) (if an Event of Default is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under this Deed

7 2 The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to this Deed

7 3 Any document required to be executed by the Chargor under this clause 7 will be prepared at the cost of the Chargor

**8 Notices of charge**

8 1 The Chargor shall, on the date of this Deed, give notice in the form specified in part 1 (Form of notice of charge) of schedule 2 to the financial institution at which the Account is held that the Chargor has created a fixed charge over the balance standing to the credit of the Account

8 2 The Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in part 2 (Form of acknowledgement) of schedule 2 within 5 Business Days of that notice being given

**9 Undertakings**

9 1 The Chargor undertakes to the Security Agent in accordance with this clause 9 The undertakings in this clause 9 shall remain in force during the Security Period

9 2 It shall not, otherwise than with the consent of the Security Agent

- (a) withdraw or transfer all or any part of any monies standing to the credit of the Account until the Security Period has expired other than in accordance with clause 10 4(b) of the Facility Agreement, and
- (b) do or cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to the Finance Parties of the Security created by or under this Deed

**10 Power to remedy**

- 10 1 If the Chargor fails to comply with any of the undertakings set out in clause 9 (Undertakings) it shall allow and irrevocably authorises the Security Agent and/or such persons as it shall nominate, following notice to the Chargor, to take such action on its behalf as shall be necessary to ensure that it complies with those undertakings
- 10 2 If the Chargor fails to perform any obligation or other covenant affecting any Secured Asset, it shall permit the Security Agent or its agents
  - (a) to comply with or object to any notice served on it relating to such Secured Asset, and
  - (b) to take any action the Security Agent may reasonably consider expedient to prevent or remedy any breach of any such term or to comply with or object to any such notice
- 10 3 The Chargor shall within 3 Business Days of demand indemnify the Security Agent against any cost, loss or liability incurred by it (otherwise than by reason of gross negligence or willful misconduct by the Security Agent, each Receiver and any of their delegates or sub-delegates) in taking any of the steps referred to in this clause 10

**11 Security power of attorney**

The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed but has failed to take. The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 9

**12 Enforcement of security**

**12 1 When security is enforceable**

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

**12 2 Acts of enforcement**

The Security Agent may, at its absolute discretion, at any time after the Security created by or under this Deed is enforceable

- (a) enforce all or any part of the Security created by or under this Deed in any manner it sees fit,
- (b) exercise its rights and powers conferred upon mortgagees by the Law of Property Act 1925, as varied and extended by this Deed, and rights and powers conferred on a Receiver by this Deed, whether or not it has taken possession or appointed a Receiver to any of the Secured Assets,

- (c) appoint a Receiver to all or any part of the Secured Assets,
- (d) exercise its power of sale under section 101 of the Law of Property Act 1925 (as amended by this Deed), or
- (e) if permitted by law, appoint an administrative receiver in respect of the Chargor

**12.3 Right of appropriation**

To the extent that the Security created by this Deed constitutes a "security financial collateral arrangement" and the Secured Assets constitute "financial collateral" for the purpose of the Financial Collateral Arrangements (No 2) Regulations 2003 (**Regulations**), the Security Agent shall have the right on giving prior notice to the Chargor, at any time after the Security created by or under this Deed becomes enforceable, to appropriate all or any part of those Secured Assets in or towards discharge of the Secured Obligations. The parties agree that the value of the appropriated Secured Assets shall be, in the case of cash, the amount of cash appropriated.

**12.4 Statutory powers - general**

- (a) For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Law of Property Act 1925 and section 93 of the Law of Property Act 1925 do not apply to the Security constituted by or under this Deed.
- (c) Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagees and Receivers when such Receivers have been duly appointed under the relevant Act.

**12.5 Contingencies**

If the Security Agent enforces the Security constituted by or under this Deed at a time when no amounts are due to any Finance Party under the Finance Documents but at a time when amounts may or will become so due, the Security Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspense account.

**12.6 Mortgagee in possession - no liability**

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Secured Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might otherwise be liable.

**12.7 Redemption of prior mortgages**

At any time after the Security created by or under this Deed has become enforceable, the Security Agent may, at the sole cost of the Chargor (payable to the Security Agent on demand)

- (a) redeem any prior form of Security over any Secured Asset, and/or
- (b) procure the transfer of that Security to itself, and/or

- (c) settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed shall be conclusive and binding on the Chargor

### **13 Receiver**

#### **13.1 Appointment of Receiver**

- (a)
  - (i) At any time after any Security created by or under this Deed is enforceable, the Security Agent may appoint a Receiver to all or any part of the Secured Assets in accordance with clause 12.2(c) (Acts of enforcement)
  - (ii) At any time, if so requested in writing by the Chargor, without further notice, the Security Agent may appoint a Receiver to all or any part of the Secured Assets as if the Security Agent had become entitled under the Law of Property Act 1925 to exercise the power of sale conferred under the Law of Property Act 1925
- (b) Any Receiver appointed under this Deed shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts or defaults and for his remuneration and liable on any contracts or engagements made or entered into by him and in no circumstances whatsoever shall the Security Agent be in any way responsible for any misconduct, negligence or default of the Receiver
- (c) Where the Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 to the Insolvency Act 1986
  - (i) obtaining a moratorium, or
  - (ii) anything done with a view to obtaining a moratorium including any preliminary decision or investigation in terms of paragraph 43 of Schedule A1 to the Insolvency Act 1986,

shall not be grounds for appointment of a Receiver

#### **13.2 Removal**

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

#### **13.3 Powers of Receiver**

- (a) **General**
  - (i) In addition to those conferred by the Law of Property Act 1925 on any Receiver appointed under that Act, each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out in this clause 13.3
  - (ii) If there is more than one Receiver holding office at the same time, unless the document appointing him states otherwise, each Receiver may exercise all of the powers conferred on a Receiver under this Deed or under the Insolvency Act 1986 individually and to the exclusion of any other Receivers

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

(b) **Delegation**

A Receiver may delegate his powers in accordance with clause 14 (Delegation)

(c) **Legal actions**

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

(d) **Possession**

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

(e) **Receipts**

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

(f) **Deal with Secured Assets**

A Receiver may, without restriction sell or vary the terms of or otherwise dispose of or deal with, all or any part of the Secured Assets without being responsible for loss and any such sale, variation, disposal or dealing may be made on such terms and for such consideration as the Receiver thinks fit

(g) **Security**

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

(h) **Incidental matters**

A Receiver may do all other acts and things including without limitation, signing and executing all documents and deeds as may be considered by the Receiver to be incidental or conducive to any of the matters or powers listed here or granted by law or otherwise incidental or conducive to the preservation, improvement or realisation of the Secured Assets and to use the name of the Chargor for all the purposes set out in this clause 13

**13 4 Remuneration**

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

**14 Delegation**

- 14 1 The Security Agent and any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by the Security Agent and the Receiver (as appropriate) under this Deed to any person or persons as it shall think fit. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Agent and Receiver (as appropriate) may think fit.
- 14 2 The Security Agent and any Receiver will not be liable or responsible to the Chargor or any other person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate.

**15 Application of monies**

- 15 1 Sections 109(6) and (8) (Appointment, powers, remuneration and duties of receiver) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Deed.
- 15 2 All monies received by the Security Agent or any Receiver under this Deed shall be applied in accordance with the terms of the Facility Agreement.
- 15 3 The Security Agent and any Receiver may place any money received, recovered or realised pursuant to this Deed in an interest bearing suspense account and it may retain the same for such period as it considers expedient without having any obligation to apply the same or any part of it in or towards discharge of the Secured Obligations.

**16 Remedies and waivers**

- 16 1 No failure to exercise, nor any delay in exercising, on the part of the Security Agent or any Receiver, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.
- 16 2 A waiver given or consent granted by the Security Agent under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

**17 Protection of third parties**

- 17 1 No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents has an obligation to enquire of the Security Agent, Receiver or others
- (a) whether the Secured Obligations have become payable,
  - (b) whether any power purported to be exercised has become exercisable,
  - (c) whether any Secured Obligations or other monies remain outstanding,
  - (d) how any monies paid to the Security Agent or to the Receiver shall be applied, or
  - (e) the status, propriety or validity of the acts of the Receiver or Security Agent.
- 17 2 The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Security Agent or any Receiver.

- 17 3 In clauses 17 1 and 17 2, **purchaser** includes any person acquiring, for money or monies worth, any lease of, or Security over, or any other interest or right whatsoever in relation to, the Secured Assets or any of them

**18 Additional security**

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

**19 Settlements conditional**

- 19 1 If the Security Agent (acting reasonably) believes that any amount paid by the Chargor or any other person in respect of the Secured Obligations is capable of being avoided or set aside for any reason, then for the purposes of this Deed, such amount shall not be considered to have been paid

- 19 2 Any settlement, discharge or release between the Chargor and any Finance Party shall be conditional upon no Security or payment to or for that Finance Party by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency or liquidation or otherwise

**20 Subsequent Security**

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

**21 Set-off**

A Finance Party may, set off any matured obligation due from the Chargor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off

**22 Notices**

Any communication under this Deed or any other Security or Finance Document created by or under this Deed, shall be made and given in accordance with the terms of clause 35 (Notices) of the Facility Agreement

**23 Invalidity**

Clause 37 (Partial Invalidity) of the Facility Agreement shall apply to this Deed as if set out here in full but so that references to the Finance Documents shall be construed as references to this Deed and any Security created by or under it

**24 Assignment**



Each Finance Party may assign or otherwise transfer all or any part of its rights under this Deed or any Security created by or under it in accordance with the terms of the Finance Documents

**25 Releases**

Upon the expiry of the Security Period or if otherwise permitted by the Finance Documents, the Security Agent shall, at the request and cost of the Chargor, take whatever action is necessary to release and reassign to the Chargor

- (a) its rights arising under this Deed,
- (b) the Secured Assets from the Security created by and under this Deed,

and return all documents or deeds of title delivered to it under this Deed

**26 Currency**

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

**27 Certificates and determinations**

Clause 36 (Calculations and certificates) of the Facility Agreement shall apply to this Deed as if set out here in full but so that references to the Finance Documents shall be construed as references to this Deed and any Security created by or under it

**28 Counterparts**

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

**29 Governing law**

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

**30 Enforcement and jurisdiction**

- 30.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (**Dispute**).
- 30.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

Execution copy

30.3 This clause 30 is for the benefit of the Security Agent. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

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

**Schedule 1**

**Accounts**

Account bank	Sort Code	Account number	Account name
Barclays Bank PLC	[REDACTED]	[REDACTED] 4208	[REDACTED]

**Schedule 2**

**Accounts**

**Part 1 - Form of notice of charge**

To Barclays Bank PLC, 1 Churchill Place, London, E14 5HP

Dated ♦

Dear Sirs

Account number: ♦ (Account)

Sort code. ♦

Account holder ♦

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

- 1 We advise you that we are not entitled to withdraw any monies from the Account other than in accordance with clause 10 4(b) of a facility agreement originally dated 22 February 2013 as amended and restated on or about the date of this notice and made between (1) Future plc as Company, (2) the Borrowers, (3) the companies listed in part 1 of schedule 1 thereto as guarantors, (4) Barclays Bank PLC and Santander UK plc as Arrangers, (5) Barclays Bank PLC and Abbey National Treasury Services plc as Original Lenders and Original Hedge Counterparties, (6) Barclays Bank PLC as Agent and (7) Santander UK plc as Security Agent (**Facility Agreement**) without having first obtained the prior written consent of the Security Agent
- 2 We hereby irrevocably and unconditionally authorise and instruct you
  - (a) to hold all monies from time to time standing to the credit of the Account to the order of the Security Agent,
  - (b) without first having obtained the prior written consent of the Security Agent except to the extent that such consent is given in this notice or unless the Security Agent so authorises you in writing and you have acknowledged those instructions, not to permit withdrawals from the Account,
  - (c) following receipt of written instructions from the Security Agent, acknowledge receipt of such written instructions and thereafter promptly pay all or any monies standing to the credit of the Account to the Security Agent or otherwise in accordance with the instructions from the Security Agent,
  - (d) to disclose to the Security Agent such information relating to us and the Account as the Security Agent may from time to time request you to provide
- 3 The Security Agent, by its countersignature of this notice, agrees that the Borrowers and the Facility Agent may continue to withdraw monies from the Account in accordance with clause 10 4(b) of the Facility Agreement, until you receive notice from the Security Agent that it or you may no longer do so. The Security Agent may by notice to you at any time amend or withdraw this consent

- 4 We agree that you are not bound to enquire whether the right of the Security Agent to withdraw any monies from the Account has arisen or be concerned with (a) the propriety or regularity of the exercise of that right or (b) notice to the contrary or (c) to be responsible for the application of any monies received by the Security Agent or by any other person on the instructions of the Security Agent. Further we agree that you shall have no liability for having acted on instructions from any person (including but not limited to the Security Agent) which on the face appear to be genuine and which comply with the latest bank mandate held by you or of relevant electronic banking system procedures in the case of an electronic instruction and you shall not be deemed to be a trustee for us or the Security Agent.
- 5 This notice may only be revoked or amended with the prior written consent of the Security Agent.
- 6 Please confirm by completing the enclosed copy of this notice and returning it to the Security Agent (with a copy to the Chargor) that you agree to the above and that
- (a) you accept the authorisations and instructions contained in this notice and you undertake to comply with this notice,
  - (b) you have not, at the date this notice is returned to the Security Agent, received notice of any assignment or charge of or claim to the monies standing to the credit of the Account or the grant of any security or other interest over those monies or the Account in favour of any third party, and
  - (c) you do not at the date of this notice and will not except as expressly permitted by this notice, in the future exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Account other than relation to your standard bank charges and any cash pooling arrangements provided to the Chargor.
- 7 This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

for and on behalf of  
**Future plc**

*[Attach form of acknowledgment]*

**Part 2 - Form of Acknowledgement**

To Barclays Bank plc

1 Churchill Place, London, E14 5HP

To Future plc (Chargor)

Beauford Court, 30 Monmouth Street, Bath, Avon, BA1 2BW

To Santander UK plc

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

We confirm and agree

(a) that the matters referred to in It do not conflict with the terms which apply to the Account, and

(b) the matters set out in paragraph 6 of the above notice

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

For and on behalf of

Barclays Bank PLC

**SIGNATURES TO THE CHARGE OVER ACCOUNTS**

**Chargor**

Executed as a deed by

**Future plc**

acting by a director in the presence of

)  
)  
)

~~Director~~

*Athony*

Signature of witness

Name *Samantha Martin*

Address

**Security Agent**

Signed by

duly authorised for and on behalf of

**Santander UK PLC**

)  
)  
)

Duly authorised person

**SIGNATURES TO THE CHARGE OVER ACCOUNTS**

**Chargor**

Executed as a deed by )  
Future plc )  
acting by a director in the presence of ) Director

Signature of witness

Name

Address

**Security Agent**

Signed by )  
duly authorised for and on behalf of )  
Santander UK PLC )  
Duly authorised person

