



## Registration of a Charge

Company Name: **TOLENT PLC**

Company Number: **03819314**



Received for filing in Electronic Format on the: **01/06/2021**

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### Details of Charge

Date of creation: **21/05/2021**

Charge code: **0381 9314 0002**

Persons entitled: **IGF BUSINESS CREDIT LIMITED**

Brief description:

**Contains fixed charge(s).**

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

**Contains negative pledge.**

### Authentication of Form

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

### Authentication of Instrument

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

Certified by: **ALISTAIR HAYES**



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

Company number: 3819314

Charge code: 0381 9314 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st May 2021 and created by TOLENT PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st June 2021 .

Given at Companies House, Cardiff on 2nd June 2021

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



**Companies House**



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

DATED

21 May

2021

(1) IGF BUSINESS CREDIT LIMITED

AND

(2) THE COMPANIES LISTED IN  
SCHEDULE 1

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GUARANTEE & DEBENTURE

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**DATE OF GUARANTEE AND DEBENTURE**

21 May 2021

**PARTIES**

- (1) **IGF BUSINESS CREDIT LIMITED** whose registered number is 10078965 and whose registered office is at 2<sup>nd</sup> Floor Kingsgate, High Street, Redhill, Surrey, RH1 1SG ("**IGF**"); and
- (2) **THE COMPANIES** whose respective names, registered numbers and registered offices are set out in Schedule 1 (the "**Original Chargors**").

**THIS DEED WITNESSES THAT:**

**1 INTERPRETATION**

**1.1 Definitions**

In this Deed, including the Schedules, the following words and expressions have the following meanings:

**Administrator** means an Administrator appointed under this Deed.

**Charged Asset** means in relation to each Chargor, all its assets, rights and property (including its undertaking and revenues) the subject of any security created by, or pursuant to, this Deed and the proceeds of the disposal of the same.

**Chargor** means each Original Chargor and any other company which becomes a party to this Deed pursuant to a Supplemental Deed.

**Client** means each of

- (a) Tolent Construction Limited incorporated and registered in England and Wales with company number 02450574 whose registered office is at Ravensworth House, Fifth Avenue Business Park Team, Valley Gateshead, Tyne & Wear, NE11 0HF;
- (b) Tolent Living Limited incorporated and registered in England and Wales with company number 09505052 whose registered office is at Ravensworth House, Fifth Avenue Business Park Team, Valley Gateshead, Tyne & Wear, NE11 0HF; and
- (c) Tolent Solutions Limited incorporated and registered in England and Wales with company number 06163808 whose registered office is at Ravensworth House, Fifth Avenue Business Park Team, Valley Gateshead, Tyne & Wear, NE11 0HF..

together being the **Clients**.

**Collateral** means in relation to any person, all property and assets, whether real or personal, tangible or intangible in which that person may at any time have any right, title or interest.

**Debt** means any obligation (present, future or contingent) of a Debtor to make payment under a Sale Contract, including:

- (a) the future right to recover sums due following the determination, assessment or agreement of the amount of the obligation;
- (b) VAT; and

- (c) all duties and charges,

and, where the context allows, a part of such obligation.

**Environment** means

- (a) land, including, without limitation, surface land, sub-surface strata, sea bed and river bed under water (as defined in paragraph (b)) and natural and man-made structures;
- (b) water, including, without limitation, coastal and inland waters, surface waters, aquatic sediment, ground waters and water in drains and sewers;
- (c) air, including, without limitation, air inside buildings and other natural and man-made structures above or below ground; and
- (d) any living systems or organisms supported by the media set out in (a), (b) or (c) above.

**Environmental Law** means all European Community, national, state, federal, regional or local laws, common law, statutes, ordinances, directives, directions, regulations, notices, relevant clean-up standards, judgments, decrees or orders, codes of practice, the requirements and conditions of all Environmental Licences both express and implied, covenants, agreements, circulars, guidance notes (statutory or otherwise), judicial and administrative interpretations of each of the foregoing concerning (without limitation) the protection of human health or the Environment or the conditions of the workplace and worker health and safety and process safety, or the generation, transportation, storage, treatment or disposal of any Relevant Substance, as enacted, amended, replaced or supplemented from time to time.

**Environmental Licence** means any permits, consents, licences, certificates, notices, filings, lodgements, agreements, directions, declarations, exemptions, variations, renewals and amendments and other authorisations and approvals required or provided under Environmental Law.

**Environmental Regulator** means any governmental entity or other public or quasi-public authority or privatised utility having responsibility for any matters concerning the Environment or Environmental Law.

**Expenses** means any of the following:

- (a) all banking, legal and other costs, charges, expenses and/or liabilities (including VAT thereon) paid or, if earlier, incurred, by or on behalf of IGF or any Administrator or Receiver, as the case may be, (in each case on a full indemnity basis):
  - (i) in relation to the Charged Assets;
  - (ii) in protecting, preserving, improving, enforcing or exercising (or considering, or attempting, any of the foregoing) any rights under or pursuant to any of the Finance Documents;
  - (iii) in procuring the payment, performance or discharge of the Secured Obligations; or

- (iv) in stamping, perfecting or registering any of the Finance Documents (or any Encumbrance or assignment created or purported to be created pursuant thereto); and
- (b) the principal amount of any borrowings, together with interest thereon, and all other expenses and liabilities of IGF or any Administrator or Receiver (as the case may be) paid or incurred from time to time in relation to the exercise of any of their respective rights or powers referred to or contained in any of the Finance Documents.

**Facilities Agreement** means the asset based facilities agreement entered into between IGF and the Clients dated on or around the date of this Deed.

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

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

**Group** means in relation to any company, that company, each of its holding companies (as defined in Section 1159 of the Companies Act 2006) and all their Subsidiaries (and member of the Group will be construed accordingly).

**Insurances** means in relation to each Chargor, the policies of insurance in which such Chargor may now or hereafter have an interest and "**Insurance**" shall mean each one of the Insurances.

**Intellectual Property** means in relation to each Chargor, all patents (including applications for and rights to apply for patents), trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, semi-conductor topography rights, database rights, copyrights, computer programs, know-how and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property including any renewals, revivals or extensions thereof and wherever in the world subsisting.

**Inventory** means in relation to each Chargor, all inventory and stock now or hereafter acquired by such Chargor, wherever located, including all inventory or stock, merchandise, Goods and other personal property which are held by or on behalf of such Chargor for sale or lease.

**Legal Charge** means a separate legal charge granted by an Obligor on or about the date of this Deed over its freehold or leasehold property in addition to the security constituted by this Deed.

**Non-Vesting Debt** means any Debt which fails to vest absolutely or effectively in IGF for any reason.

**Obligor** means each Chargor, each Client and any other person which has entered into any agreement or instrument evidencing or creating an Encumbrance, guarantee or other assurance against loss in respect of the obligations of any such Chargor, Client or other such person to IGF.

**Other Debts:** in relation to each Chargor:

- (a) all present and future book and other Debts due or owing to such Chargor, the proceeds of the same and all other moneys due and owing to such Chargor or which may become due and owing to it in the future;

- (a) all moneys (including accrued and accruing interest) from time to time standing to the credit of each present and future account of such Chargor with any bank, financial institution or other person and the Debts represented thereby;
- (b) all present and future sums due or owing by way of grant, subsidy or refund by any person, body, authority or institution; and
- (c) the benefit of all rights, securities, Encumbrances, guarantees and other assurances against loss, indemnities of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the Debts, proceeds, moneys or sums referred to in any of paragraphs (a), (b) or (c) above,

but excluding, in the case of a Chargor whilst it is a Client:

- (a) Non-Vesting Debts; and
- (b) any Debts whilst they remain vested in, or held on trust for, IGF under the Facilities Agreement.

**Permitted Disposal** means any sale, lease, licence, transfer or other disposal which, except in the case of paragraph (b), is on arm's length terms:

- (a) of any asset (excluding Debts, Non-Vesting Debts and Other Debts) by a member of the Group (the **Disposing Company**) to another member of the Group (the **Acquiring Company**), but if:
  - (i) the Disposing Company is an Obligor, the Acquiring Company must also be an Obligor;
  - (ii) the Disposing Company had given Security over the asset, the Acquiring Company must give equivalent Security over that asset; and
  - (iii) the Disposing Company is a Guarantor, the Acquiring Company must be a Guarantor guaranteeing at all times an amount no less than that guaranteed by the Disposing Company;
- (b) of assets (other than shares, businesses, Real Property) in exchange for other assets comparable or superior as to type, value and quality; or
- (c) of obsolete or redundant vehicles, plant and equipment for cash.

**Planning Acts** means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning and Compensation Act 1991.

**Plant and Machinery** means in relation to each Chargor, all now owned and hereafter acquired plant, machinery and other equipment (including the plant and machinery specified in Schedule 3) and other tangible personal property (except Inventory) wherever located and all spare parts, replacements, modifications and additions for or to the same and any manuals, logbooks or registration documents relating thereto.

**Real Property** means in relation to each Chargor, all freehold and leasehold properties and other real property both present and future (including the property or properties specified in Schedule 2 and set opposite its name), including all buildings and other structures from time to time erected thereon and all fixtures (trade or otherwise) from time to time thereon or therein.

**Receiver** means a receiver appointed under this Deed.

**Related Rights** means in relation to any Chargor which is a Client any rights in relation to a Debt or Sale Contract including, without limitation such Chargor's rights as unpaid seller, documents of title to Goods, the benefits of all insurances, all Remittances, security, bonds, guarantees and indemnities, all accounting records and any interest.

**Relevant Substance** means any natural or artificial substance (in solid or liquid form or in the form of a gas or vapour) whether alone or in combination with any substance capable of causing harm to man or any other living organism supported by the Environment or damaging the Environment or public health or welfare including, but not limited to, any controlled, special, hazardous, toxic or dangerous waste.

**Remediation** means any and all investigating, sampling, analysing, removing, remedying, cleaning-up, abating, containing or ameliorating the presence in or effect on the Environment of any contamination or pollution including, without limitation, the removal, treatment and disposal of material and the treatment and monitoring of ground waters and gases and emissions to air and the obtaining of expert technical and legal advice (including all project management functions) in relation thereto.

**Sale Contract** means a contract in any form, including a purchase order, between a Client and a Debtor for the sale or hire of Goods or the provision of services or work done and materials supplied.

**Secured Obligations** means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly or severally, as principal or as surety or in any capacity whatsoever) of each of the Obligors to IGF on any account whatsoever and howsoever arising (including, without limitation, under the Finance Documents) together with all Expenses.

**Securities** means in relation to each Chargor, all its stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise (including those details which appear in Schedule 4) and all interests (including but not limited to loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest, or otherwise in respect thereof.

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

**Supplemental Deed** means a deed supplemental to this Deed substantially in the form appearing at Schedule 5 executed by a company in form and substance satisfactory to IGF by virtue of which that company becomes bound by this Deed in the capacity of a Chargor.

**Trustee Act** means the Trustee Act 1925 as amended by the Trustee Investment Act 1961 and the Trustee Act 2000.

## **1.2 Interpretation**

- (a) Words and phrases which are not defined or construed in this Deed but which are defined or construed in the Facilities Agreement or in the Law of Property Act 1925 or

the Insolvency Act 1986 shall be construed as having the meanings ascribed to them therein.

- (b) For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Facilities Agreement and of any side letters between any parties in relation to the Facilities Agreement are incorporated into this Deed.
- (c) In construing this Deed, general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words. In addition, the words "any of" shall be construed as a reference to any one or more (including all) of the rights, assets, liabilities or other things referred to.
- (d) The security constituted by, and the rights of IGF under, this Deed shall be enforceable notwithstanding any change in the constitution of IGF or its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person.
- (e) The headings in this Deed are inserted for convenience only and shall not affect its construction or interpretation and references to a Clause or Schedule are (unless otherwise stated) to a Clause in, or a Schedule to, this Deed.
- (f) Any reference in this Deed to "**this Deed**" or to any other agreement or document shall, unless the context otherwise requires, be construed as a reference to this Deed or to such other agreement or document as the same may from time to time be amended, varied, supplemented, novated or replaced and shall include any document which is supplemental to, is expressed to be collateral with, or is entered into pursuant to or in connection with, the terms of this Deed or of such other agreement or document.
- (g) Any reference in this Deed to a person being "**controlled**" by another means that that other (whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise) has the power to appoint and/or remove all or the majority of the members of the board of directors or other governing body of that person or otherwise controls or has the power to control the affairs and policies of that person and "**control**" shall be construed accordingly.
- (h) The illegality, invalidity or unenforceability of any provision of this Deed under the law of any jurisdiction shall not affect its validity or enforceability under the law of any other jurisdiction or the legality, validity or enforceability of any other provision of this Deed.
- (i) Save where the context otherwise requires, the plural of any term includes the singular and vice versa.
- (j) Any reference in this Deed to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to such statute or statutory provision as in force at the date of this Deed and as subsequently re-enacted or consolidated and shall also include all instruments, orders and regulations for the time being made thereunder or deriving validity therefrom.

- (k) In this Deed the expressions “Client”, “Chargor”, “Obligor” or “IGF” shall, unless the context otherwise requires, include their respective assignees, transferees or successors in title, whether immediate or derivative in relation to their respective interests.

## **2 COVENANT TO PAY**

Each Chargor hereby jointly and severally agrees that it will at the time or times provided for in the relevant Finance Document pay, perform and discharge to IGF all the Secured Obligations in accordance with the terms of the relevant Finance Document evidencing or giving rise thereto.

## **3 GUARANTEE AND INDEMNITY**

### **3.1 Grant of guarantee and indemnity**

Each Chargor unconditionally and irrevocably guarantees to IGF the punctual payment, performance and discharge of the Secured Obligations and undertakes with IGF that whenever another Obligor does not pay any amount of the Secured Liabilities when due, that Chargor shall immediately on demand pay that amount as if it was the principal obligor. Each Chargor also agrees to hold harmless and indemnify fully IGF against any loss which IGF may incur as a result of any of the Secured Obligations being or becoming void, voidable or unenforceable for any reason whatsoever or any breach or non-observance by any Obligor of any obligation to IGF including those under this Deed. The amount of such loss shall be the amount which IGF would otherwise have been entitled to recover from such other Obligor.

### **3.2 Protective provisions**

Each Chargor agrees that its liability under the guarantee and indemnity given under Clause 3.1 shall not be affected by:

- (a) **Variation:** any variation in, replacement of, substitution, assignment or novation of any of the Secured Obligations (even if an Obligor's liability to IGF is increased or extended in time) or of any Encumbrance, guarantee, indemnity or other assurance held or to be held as security for any of the Secured Obligations (any such Encumbrance, guarantee, indemnity or other assurance being referred to in this Clause 3 as “related security”);
- (b) **Indulgence:** any past, present or future failure to enforce remedies, the grant of time or indulgence, the conclusion of any agreement not to sue, any compromise or composition or the release of any related security, or any part thereof;
- (c) **Non-enforceability:** any inability to enforce the Secured Obligations or any related security;
- (d) **Defects:** any defect in any guarantee or indemnity given to IGF by any other Chargor under Clause 3.1 or by any other Obligor under any related security or in any other document given for or in connection therewith;
- (e) **Failure to perfect:** any failure by IGF to take or perfect any related security from an Obligor or any other person;

- (f) **Incapacity:** any incapacity or change in the constitution or control of an Obligor or of any person party to any related security;
- (g) **Waiver:** any waiver or release of any Obligor or of any person party to any related security or any termination of the obligations or liabilities to IGF of any Obligor or of any person party to any related security; or
- (h) **Other acts:** any other act, event or omission which, but for this provision, would or might operate to offer any legal or equitable defence for, or impair or discharge, any of the Secured Obligations or any obligation of any person under any related security or prejudicially affect the rights and remedies of IGF under this Deed or otherwise conferred by law.

### 3.3 Joint and several

The liabilities of each Chargor to IGF under this Deed are joint and several and if at any time there are co-sureties then each Chargor's liability to IGF shall be joint and several with them.

### 3.4 Additional security

The guarantees or indemnities given under Clause 3.1 shall be additional to and not in substitution for any other security taken or to be taken by IGF in respect of the Secured Obligations.

### 3.5 No competition

Until all of the Secured Obligations have been satisfied in full, no Chargor will:

- (a) **Subrogation:** exercise any right of subrogation, indemnity, set-off or counter-claim against any other Obligor or any person party to any related security;
- (b) **Claims:** claim payment of any other monies due to it by any other Obligor or any person party to any related security by reason of the performance of its obligations under this Deed or under any related security or on any account whatsoever or exercise any other right or remedy or enforce any Encumbrance, guarantee, indemnity or other assurance which it has in respect thereof;
- (c) **Contribution:** claim any contribution from any other Obligor or any other person party to any related security;
- (d) **Disposals:** negotiate, assign, charge or otherwise dispose of any monies, obligations or liabilities now or at any future time due or owing to it by any other Obligor or any person party to any related security or any Encumbrance, guarantee, indemnity or other assurance in respect thereof; or
- (e) **Proofs:** claim or prove in the winding-up or dissolution of any other Obligor or any other person party to any related security,

and if any Chargor receives any sums in contravention of this Clause 3.5, it will hold them on trust to be applied by IGF in or towards satisfaction of the Secured Obligations in such order or manner as IGF may specify.

#### 4 CHARGING PROVISIONS

4.1 Each Chargor, as continuing security for the payment, discharge and performance of all the Secured Obligations in relation to all of the following assets whether now or in future belonging to that Chargor hereby, in each case with full title guarantee:

- (a) **Fixed charges:** charges to IGF by way of separate fixed charges:
  - (i) by way of legal mortgage each property specified in Schedule 2 which is set opposite its name;
  - (ii) by way of equitable mortgage its Real Property, other than (i) the property or properties specified in Schedule 2 and (ii) the Sedgefield Development;
  - (iii) all its Plant and Machinery listed in Schedule 3 and the benefit of all its rights and claims against any person in respect of the design, construction, repair or replacement of the same;
  - (iv) all its Plant and Machinery other than that listed in Schedule 3 and the benefit of all its rights and claims against any person in respect of the design, construction, repair or replacement of the same;
  - (v) all its goodwill, unpaid and/or uncalled capital;
  - (vi) all its Intellectual Property;
  - (vii) all its Securities;
  - (viii) all loan capital, indebtedness or liabilities on any account or in any manner owing to it from any member of that Chargor's Group;
  - (ix) all amounts realised by an Administrator or liquidator of that Chargor upon enforcement or execution of any order of the court under Part VI of the Insolvency Act 1986;
  - (x) all its documents of title which at any time and for any purpose have been or may be deposited with IGF and the property mentioned in such documents;
  - (xi) all of its Non-Vesting Debts to the extent not effectively assigned by way of security under Clause 4.1(c);
  - (xii) all Related Rights pertaining to its Non-Vesting Debts;
  - (xiii) all of its Other Debts;
  - (xiv) all Related Rights pertaining to its Other Debts;
  - (xv) all monies in the accounts specified in Clause 5.2(a) and in any other account in the name of that Chargor under the control of or operated in accordance with the directions of IGF.
- (b) **Floating charge:** charges to IGF by way of a floating charge all of its undertaking, property, rights and assets whatsoever and wheresoever, both present and future

(including to the extent that any of such undertaking, property, rights and assets are not effectively charged from time to time by any of the above fixed charges or assigned by way of security under Clause 4.1(c));

- (c) **Assignments by way of security:** assigns and agrees to assign by way of security to IGF all its rights, title and interest in and to:
- (i) the benefits arising under the Insurances;
  - (ii) the Non-Vesting Debts; and
  - (iii) any contracts relating to or benefitting any of the Charged Assets.

#### **4.2 Conversion of floating charge to a fixed charge**

IGF may at any time after a Default has occurred give written notice to a Chargor immediately converting (in whole or in part) the floating charge contained in Clause 4.1(b) into a fixed charge in respect of that Chargor.

#### **4.3 Automatic crystallisation**

The floating charge created by a Chargor pursuant to Clause 4.1(b) of this Deed will, unless otherwise agreed by IGF in writing and in addition to any circumstances in which the same will occur under general law, automatically and without notice be converted into a fixed charge:

- (a) if that Chargor fails to comply with its obligations in Clauses 5.1(a) and/or 5.1(o) and/or 5.2(b);
- (b) upon the appointment of a Receiver or an Administrator;
- (c) upon the directors or members of any Chargor resolving to apply for an administration order to be made in relation to it or upon the presentation of an application for an administration order to be made in relation to any Chargor;
- (d) upon any person taking any step with a view to levying commercial rent arrears recovery against any of the Charged Assets of that Chargor or any judgment creditor taking any step with a view to enforcing against any of the Charged Assets of that Chargor a judgment obtained against it whether by a warrant of execution, warrant of control, warrant of attachment, charging order or otherwise; or
- (e) if any other floating charge created by that Chargor crystallises for any reason.

#### **4.4 Qualifying Floating Charge**

The floating charge created by this Deed is a qualifying floating charge for the purpose of paragraph 14 of schedule B1 to the Insolvency Act 1986.

#### **4.5 Further advances**

This Deed secures both present and further advances. IGF covenants to make available advances and further advances to the extent (and on the terms) provided for in any agreement from time to time giving rise to the Secured Obligations.

## 5 UNDERTAKINGS, REPRESENTATIONS AND WARRANTIES

### 5.1 General Undertakings

Each Chargor agrees that, whilst this security exists:

- (a) **No disposals:** without the prior written consent of IGF it will not sell, transfer, assign, lease out, license, lend or otherwise dispose of the whole or any part of its Charged Assets or any interest therein (or agree to do so) save that it may dispose of Inventory by way of sale at arm's length terms for commercial value in the ordinary course of its business or make any other Permitted Disposal;
- (b) **IGF information:** it will (and will procure that each member of its Group will) authorise its bankers to provide to IGF copy statements in respect of all its (and their respective) bank accounts and to disclose all other information available to those bankers about such Chargor's and members of its Group's respective assets and liabilities, whenever requested by IGF;
- (c) **Other information:** it will provide any other information as IGF may reasonably request regarding its affairs and the affairs of any members of its Group;
- (d) **Litigation details:** it will, immediately upon becoming aware, provide IGF with details of any present or future litigation, arbitration or administrative proceedings in progress, pending or to its knowledge threatened against it or against any members of its Group which is likely to have a material adverse effect on its ability to perform its obligations under any of the Finance Documents or result in a liability for it or any member of its Group in excess of £25,000;
- (e) **Access to books:** it will (and will procure that each member of its Group will) permit IGF free access at all reasonable times to inspect and take copies of and extracts from its (and their respective) Accounting Records and will (and will procure that each member of its Group will) provide IGF with all information and facilities which it may require for this purpose;
- (f) **Enquiries:** it will (and will procure that each member of its Group will) on request grant IGF and any agent of IGF all reasonable facilities during business hours on reasonable notice to enable it or them to carry out, at the Chargor's own expense, such investigation of its title to, and other enquiries (including, without limitation, obtaining valuations) concerning, the whole or any part of its Charged Assets as should be carried out by a prudent mortgagee;
- (g) **Intellectual Property:** it will use its best endeavours to to maintain, protect and enforce its rights in respect of its Intellectual Property and, if aware of any material infringement or threat to such rights which is material to its business, will immediately give IGF all information available to it about that infringement or threat and the actions taken and to be taken by it in respect thereof;
- (h) **Compliance with laws:** it will comply in all material respects with all laws concerning its Charged Assets and with the requirements of any competent authority and every notice, order, direction, licence, consent, and permission lawfully made or given in respect of it where failure to do so would be materially adverse to the business of the Original Chargors' Group (taken as a whole), and will provide IGF immediately after

receipt or it first becoming aware thereof with copies and full details of all such notices, orders, directions, licences, consents and permissions;

- (i) **Carrying on business:** it will not, without the prior written consent of IGF, make any material alteration to the nature of its business as carried on at the date of this Deed;
- (j) **Maintaining books:** it will (and will procure that each member of its Group will) maintain proper and up to date Accounting Records and will keep such Accounting Records and all other documents relating to its and their respective affairs at its registered office or at such other place where the same ought to be kept;
- (k) **Payment of Debts:** it will punctually pay all its debts and liabilities becoming due and payable and which would, on its winding-up, have priority over any of the Encumbrances created by this Deed;
- (l) **Outgoings:** it will punctually pay all outgoings payable in respect of its Charged Assets and will promptly produce the receipts for them to IGF upon request;
- (m) **Observing covenants:** it will observe and perform all restrictive and other covenants and stipulations for the time being affecting its Charged Assets or their use or enjoyment where failure to do so would be materially adverse to the business of the Original Chargors' Group (taken as a whole);
- (n) **Proprietary interests:** save as referred to in any certificate of title delivered to IGF on or before the date of this Deed, it will not permit any person (including, without limitation, any member of its Group which is not a Chargor) to become entitled to any proprietary right or interest which might affect the value, use or marketability of its Charged Assets and (save as referred to in any such certificate of title) will ensure that no overriding interest arises under the Land Registration Acts 1925-2002;
- (o) **Encumbrances:** it will ensure that no Encumbrances (other than liens arising by operation of law and/or in the ordinary course of business and securing obligations not more than 60 days overdue) will arise on or after the date of this Deed in respect of its Charged Assets without the prior written consent of IGF or as permitted under the Facilities Agreement;
- (p) **Landlord:** it will notify the landlord of any leasehold property forming part of the Charged Assets of the existence of this security forthwith upon this security attaching to such leasehold property;
- (q) **Accession:** it will procure that, if any company that is not at the date of this Deed a member of a Chargor's Group, or which does not carry on business subsequently becomes a member of that Chargor's Group or begins to carry on a business, a duly executed Supplemental Deed is entered into forthwith after such company becomes a member of its Group or begins to carry on a business; and
- (r) **Moratorium:** it will notify IGF in writing, forthwith upon taking any steps with a view to resolving to initiate a moratorium in respect of itself pursuant to the provisions of the Insolvency Act 2000.
- (s) **Land Registry:** The Original Chargors and IGF hereby agree that following completion of this Deed a restriction will be registered at the Land Registry on the titles referred to in Schedule 2 of this Deed in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without the written consent signed by the proprietor for the time being of the charge dated [ ] in favour of IGF Business Credit Limited as referred to in the Charges Register".

## 5.2 Debts and Remittances

Each Chargor agrees that, whilst this security exists:

- (a) **Getting in Other Debts:** until other directions are given by IGF in writing it will:
  - (i) only deal with its Other Debts by way of getting in and realising the same in the ordinary course of its business;
  - (ii) give written instructions to debtors to pay Remittances in respect of its Other Debts to such bank account, address or person as IGF may specify;
  - (iii) only deal with the monies in such bank account in accordance with the written directions from time to time given by IGF which may include a direction to the Chargor to give written instructions to its bankers that all such monies will be forthwith paid into any other bank account as IGF may specify;
  - (iv) not otherwise, except as permitted by IGF, withdraw any credit balance from, or otherwise deal with, any of its bank accounts;
- (b) **Disposals:** it will not sell, discount, factor, create any Encumbrance over, dispose of or, except in accordance with this Deed, otherwise deal with its Other Debts or the related Remittances;
- (c) **Non-Vesting Debts:** if it is a Client, it will not deal with, negotiate or pay Remittances in respect of its Non-Vesting Debts and their Related Rights into any account other than as specified in the Facilities Agreement in relation to Debts and will otherwise deal with such Non-Vesting Debts and their Related Rights as if they were Debts that had vested absolutely and effectively in IGF under the Facilities Agreement.

## 5.3 Securities

Each Chargor agrees that, whilst this security exists:

- (a) **Payment of monies:** all Securities will at all times be fully paid but without prejudice to such assurance it will duly and promptly pay all monies which become due in respect of any of the Securities and indemnify IGF in respect of any liability it may incur in respect of the Securities;
- (b) **Deposits:** forthwith upon the execution of this Deed, unless agreed otherwise in writing by IGF, it will deposit with IGF all certificates or documents of title in respect of the Securities;
- (c) **Delivery:** unless IGF agrees otherwise in writing, it will ensure the delivery or payment to IGF of all Securities or the certificates or other documents of title to or representing the same;

- (d) **Registration:** IGF will at any time be entitled to have any of the Securities or other moneys or property referred to in Clauses 5.3(b) and/or 5.3(c) registered either in its name or in the name of nominees selected by it;
- (e) **Nominations:** it shall:
  - (i) not exercise any rights (including, without limitation, any rights under sections 145 and 146 of the Companies Act 2006) to nominate any person in respect of any of the Securities; and
  - (ii) terminate with immediate effect all nominations it may have made (including, without limitation, any nomination made under section 145 or section 146 of the Companies Act 2006) in respect of any Securities and, pending that termination, procure that any person so nominated:
    - (A) does not exercise any rights in respect of any Securities without the prior written approval of IGF; and
    - (B) immediately on receipt by it, forward to IGF all communications or other information received by it in respect of any Securities for which it has been so nominated.
- (f) **Pre-emption rights and restrictions on transfer:** it shall:
  - (i) obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association (or otherwise) of an issuer of any Securities, for the transfer of the Securities to IGF or its nominee, or to a purchaser on enforcement of the security constituted by this deed; and
  - (ii) procure the amendment of the share transfer provisions (including, but not limited to, deletion of any pre-emption provisions) under the articles of association, other constitutional document or otherwise of each issuer of the Securities in any manner that IGF may require in order to permit the transfer of the Securities to IGF or its nominee, or to a purchaser on enforcement of the security constituted by this deed.

#### 5.4 Real Property and Plant and Machinery

Each Chargor agrees that, whilst this security exists (and provided that, in relation to any Real Property, no Legal Charge is in force in relation to that Real Property, in which circumstances the provisions of that Legal Charge shall take effect in place of this clause 5.4):

- (a) **Maintenance:** it will keep all its Real Property in good and substantial repair and will allow IGF free access, at all reasonable times and on reasonable notice, to view the state and condition of any such Real Property and of any fixed Plant and Machinery from time to time thereon, but without IGF becoming liable to account as a mortgagee in possession;
- (b) **Plant and Machinery:** it will keep all its Plant and Machinery in good and substantial repair and in good working order and condition, normal wear and tear excepted, and will immediately upon request by IGF affix nameplates or other identifying symbols or numbers indicating IGF's interest on its Plant and Machinery and it will not, without IGF's prior written consent, alter or remove any identifying symbol or number on the Plant and Machinery;

- (c) **Covenants:** it will observe and perform all the lessee's covenants in any lease under which any of the Charged Assets may be held and will take no action which is likely to lead to such lease being surrendered or forfeited;
- (d) **Repairs:** it will, at its own expense, allow IGF to carry out repairs or take any action which IGF will reasonably consider necessary should such Chargor fail to observe or perform any of its obligations as a lessee;
- (e) **Leasing:** it will not exercise the powers of leasing or accepting surrenders of leases conferred as a mortgagee in possession by sections 99 and 100 of the Law of Property Act 1925, or any other powers of leasing or accepting surrenders of leases, without the prior written consent of IGF;
- (f) **No alterations:** it will procure that no structural alteration or addition is made to any of its Real Property (disregarding, for these purposes, any internal fit out and other non-structural works) and it will not do or allow anything to be done on its Real Property which will be treated as a development or a change of use within the meaning of the Planning Acts unless the prior written consent of IGF has been obtained; **Planning:** it will not infringe the Planning Acts in any way which prejudices IGF's security over the Charged Assets;
- (g) **Deposits:** it will deposit with IGF all deeds and documents relating to its Real Property and the Insurances relating to the same, (subject only to the requirements of any prior Encumbrance agreed by IGF or of its landlord);
- (h) **Environmental Licences:** it will have the benefit of, maintain and comply with all Environmental Licences (if any) needed for its use or occupation of its Charged Assets or for the conduct of any business it is engaged in from time to time where failure to do so would be materially adverse to the business of the Original Chargors' Group (taken as a whole);
- (i) **Environmental Laws:** it will comply with all applicable Environmental Laws and will not do or permit to be done any act or omission whereby its Environmental Licences (if any) could be varied or revoked or which could result in any liability being imposed on IGF under any applicable Environmental Law where failure to do so would be materially adverse to the business of the Original Chargors' Group (taken as a whole);
- (j) **Ongoing obligations:** it will ensure that at all times there is no discharge, spillage, release or emission of any prescribed, dangerous, noxious or offensive substance or any controlled waste on, into or from any of its Charged Assets or any premises adjoining any part of them and no such substances or any controlled waste have been stored or disposed of on or in any part of its Charged Assets or, so far as it is aware, in any adjoining premises except in accordance with the requirements of the applicable Environmental Laws and/or Environmental Licences.

## 5.5 Insurances

Each Chargor agrees that, whilst this security exists:

- (a) **Insuring:** it will comply with the obligations in any Legal Charge as regards the insurance of the Real Property mortgaged by any such Legal Charge and, in relation to any Charged Assets which are not the subject of a Legal Charge, insure and keep

insured those parts of the Charged Assets as are of an insurable nature against loss or damage by fire and all other risks usually insured against and such other risks (which may include insurance against acts of terrorism) that IGF shall reasonably require to their full replacement value with insurers approved by IGF and will comply with all policy terms in respect thereof. If it holds property as a tenant or lessee and shall be required by the landlord either to insure or to reimburse the Chargor's landlord for any insurance premium paid by him then the Chargor will be treated as having complied with its insuring obligation under this Deed if it duly and promptly complies with those requirements. However this shall not affect the right of IGF to require the Chargor to produce satisfactory evidence that it has complied with the landlord's requirements

- (b) **IGF's interest:** it will ensure that all its Insurances (to the extent they relate to Eligible P&M and/or, Eligible Inventory only) are endorsed with notice of the interest of IGF in them (or, if required by IGF, with IGF named as a joint insured party though without IGF being liable for payment of premiums or for carrying out any other obligations under the relevant Insurance) and will produce to IGF the receipts for each current premium within fifteen days of its becoming due failing which IGF may effect or renew any such insurance as IGF shall think fit at the Chargor's expense;
- (c) **Dealing with proceeds:** it will ensure that each Insurance (to the extent it relates to Eligible P&M and/or, Eligible Inventory only) contains a provision under which the proceeds of that Insurance are payable to IGF. Without prejudice to this, if any monies are received by a Chargor under any such Insurance in respect of any of the Charged Assets such monies shall be treated as part of the Charged Assets subject only to any rights of third parties having priority and to the requirements of any lease of the Charged Assets and shall be paid forthwith to IGF. Pending payment to IGF, the Chargor shall hold such proceeds on trust for IGF. The proceeds of any such Insurance shall be applied at the discretion of IGF towards making good the loss or damage for which the monies became payable or, at the discretion of IGF after a Default has occurred and whilst it is continuing, in reducing the Secured Obligations as have fallen due for payment;
- (d) **Insurances:** it will punctually pay all premiums and other sums payable under or in relation to each of the Insurances (and, if requested by IGF, produce evidence of payment satisfactory to IGF) and not omit to do or permit anything to be done which may make void, voidable or unenforceable any of the Insurances and not alter the terms of any of the Insurances or allow any of the Insurances to lapse;
- (e) **Retention of Insurances:** it will, immediately upon receiving the same, deliver all original Insurances (to the extent they relate to Eligible Equipment, Eligible Inventory and/or Eligible Real Property) to IGF and thereafter permit IGF to hold and retain all Insurances; and

## 5.6 Representations and Warranties

Each Chargor represents and warrants in favour of IGF as follows (and these representations and warranties shall survive the execution of this Deed):

- (a) **Due execution:** that the execution of this Deed has been duly authorised by a resolution of its board of directors or by a duly authorised committee of such board (or if the Client is a limited liability partnership by a resolution of its members) and that it does not breach any provision of its memorandum and/or articles of association or of

any other Encumbrance, security or agreement entered into prior to the date of this Deed or the laws of any jurisdiction applying to it;

- (b) **Ownership:** that it is and will at all times be the sole beneficial owner with full title guarantee of all its Charged Assets and that no Encumbrances affect it other than those permitted by IGF;
- (c) **Validity:** that, subject to rules of law and equity of general application in relation to such documents, this Deed constitutes its legal, valid, binding and enforceable obligations and is an effective security over all and every part of its Charged Assets in accordance with its terms;
- (d) **Authorisations:** that all necessary authorisations and consents to enable or entitle it to enter into this Deed and create the Encumbrances hereby created or intended to be created have been obtained and these will remain in full force and effect during the existence of this security;
- (e) **Discharges:** that there has been no discharge, spillage, release or emission of any prescribed, dangerous, noxious or offensive substance or any controlled waste on, into or from any Real Property or any premises adjoining any part of them and no such substances or any controlled waste have been stored or disposed of on or in any Real Property or, so far as it is aware, in any adjoining premises except in accordance with the requirements of the applicable Environmental Laws and/or Environmental Licences; and
- (f) **Environmental compliance:** that it is not in breach of, and has not incurred or become subject to, any civil or criminal liability under any Environmental Laws or the terms of any Environmental Licence and that it has not done or omitted to do anything which could impose any liability on IGF under any applicable Environmental Law.
- (g) **Securities:**
  - (i) That it has complied with all notices relating to all or any of the Securities received by it pursuant to sections 790D and 790E of the Companies Act 2006; and
  - (ii) No warning notice has been issued under paragraph 1(2) of Schedule 1B of the Companies Act 2006, and no restrictions notice has been issued under paragraph 1(3) of Schedule 1B of the Companies Act 2006, in respect of all or any of the Securities.

## **6 FURTHER ASSURANCE AND POWER OF ATTORNEY**

### **6.1 Further assurance**

At IGF's request, each Chargor will, at its own expense, immediately sign, seal, execute, deliver and perfect all deeds, debentures and instruments including, without limitation, standard securities, assignments and any other documents needed in relation to assets in Scotland and any other jurisdiction and do all such other acts and things as IGF or any Administrator or Receiver (as the case may be) appointed under this Deed may require in order to perfect, protect or enforce this security in respect of that Chargor in accordance with its terms or to facilitate the realisation of any of the Charged Assets or to use the powers given to each of them in this Deed or to enforce the obligations of that Chargor and/or the

rights of IGF under this Deed and it will take such steps as IGF shall specify to make such registrations and give such notifications as IGF (acting reasonably) may consider appropriate (or which may be specified by applicable law) in relation to this Deed and each Chargor authorises IGF to effect the same if IGF so chooses.

## **6.2 Execution of documents/registration**

Without prejudice to Clause 6.1 each Chargor will at the request of IGF and at that Chargor's own expense, execute a legal mortgage, charge or assignment of any part of the Charged Assets of that Chargor, subject to or intended to be subject to any fixed security under this Deed in such form as IGF (acting reasonably) may require. In every such case the Chargor will then take such other steps as IGF (acting reasonably) may require to perfect such legal mortgage, charge or assignment including, without limitation, using all reasonable endeavours to obtain the consent of any landlord or other person required for any legal mortgage.

## **6.3 Power of attorney**

Each Chargor, by way of security and in order more fully to secure the performance of its obligations hereunder, irrevocably appoints IGF, any directors, officers or managers for the time being of IGF and any other person authorised by the directors of IGF and any Administrator or Receiver (as the case may be) appointed hereunder, jointly and each of them severally, to be the lawful attorneys of that Chargor for the purposes set out in this Clause 6. Such appointment gives each attorney the power in that Obligor's name and on its behalf to act and to carry out all acts and execute all the deeds, debentures, instruments and other documents required by Clauses 6.1 and 6.2 in the event of the relevant Chargor not having done so following the relevant request from IGF. Each attorney so appointed may appoint substitute attorneys to carry out all or any of such purposes. Each Chargor agrees to ratify and confirm any instrument, act or thing which any such attorney or substitute attorney may lawfully execute or do in the name or on behalf of that Chargor.

## **6.4 Power of attorney on Debts**

Each Chargor which is a Client, by way of security and in order more fully to secure the performance of its obligations hereunder, irrevocably appoints IGF, any directors, officers or managers for the time being of IGF and any other person authorised by the directors of IGF and any Administrator or Receiver (as the case may be) appointed hereunder, jointly and each of them severally, to be the lawful attorneys of each such Chargor and on each such the Chargor's behalf to take any action which each such Chargor is obliged to take under the Facilities Agreement including:

- (a) execute or sign any deeds or documents (including assignments);
- (b) obtain payment of Debts;
- (c) complete, deal with, negotiate or endorse Remittances;
- (d) institute, conduct, compromise or defend any legal proceedings;
- (e) settle each such Chargor's indebtedness to IGF or to Debtors;
- (f) perform such other lawful acts, as IGF in its absolute discretion, may consider reasonably necessary or expedient.

## **7 CONSEQUENCES OF A TERMINATION EVENT**

Following the occurrence of a Termination Event:

- (a) **Enforceability:** the security constituted by this Deed shall become enforceable; and/or
- (b) **Retentions:** IGF may retain any monies in any account referred to in Clause 5.2(a), for such period as IGF reasonably considers necessary to ensure any Chargor's compliance with the terms of this Deed; and/or
- (c) **Voting rights:** IGF may exercise in the name of any Chargor any voting rights attached to the Securities and all powers given to trustees by the Trustee Act in respect of securities, property subject to a trust and any powers or rights exercisable by the registered holder of any of the Securities or by the bearer of any of the Securities. IGF will not then need any consent or authority from any Chargor.

## **8 POWER OF POSSESSION AND SALE**

At any time after this security has become enforceable, IGF and/or any Receiver or Administrator appointed under this Deed may, in their discretion, enter upon and take possession of the Charged Assets or any part of them. They may also, at their discretion, when exercising their powers given in this Deed, sell, call in, collect and convert into monies the Charged Assets or any part of them. By way of extension of these powers such sale, calling in and conversion may be done for such consideration in such form and upon such terms as to payment and otherwise as IGF or any Receiver or Administrator shall think fit.

## **9 APPOINTMENT OF RECEIVER OR ADMINISTRATOR AND THEIR POWERS**

### **9.1 Appointment of a Receiver or an Administrator**

The restrictions in Section 109 and Section 91(2) of the Law of Property Act 1925 (restricting, inter alia, the power to appoint a receiver, the maximum rate of a receiver's remuneration and the power to apply to court for an order for sale of mortgaged property) shall not apply to this Deed. At any time after:

- (a) this security becomes enforceable (whether as a consequence of a Termination Event occurring or otherwise);
- (b) a Chargor at any time so requests in writing; or
- (c) IGF becomes aware of the intention of any party to apply for an administration order to be made in relation to any Chargor or any such application is made,

IGF may, without further notice to any Chargor appoint any person to be a Receiver or an Administrator of such Chargor (as IGF may in its absolute discretion determine is appropriate) in respect of the Charged Assets of such Chargor. The appointment of a Receiver may extend to the whole or any part of such Charged Assets. IGF may, so far as the law permits, remove any Receiver. In case of the removal, retirement or death of any Receiver or (subject to the provisions of Schedule B1 to the Insolvency Act 1986) Administrator, IGF may appoint another in his place. At the time of his appointment (or at any time afterwards) IGF may fix the remuneration of a Receiver on such basis as IGF shall determine.

## **9.2 Joint and several obligations**

IGF may appoint more than one person to act as a Receiver or an Administrator and where it does so those so appointed shall carry out their duties, exercise their rights, and be subject to their obligations jointly as well as severally. References in this Deed to a "Receiver" or an "Administrator" shall be to each and all of them as appropriate.

## **9.3 Writing**

The appointment of a Receiver or an Administrator or the removal or fixing of the remuneration of a Receiver shall be made in writing and may be signed by any director or officer of IGF.

## **9.4 Appointment of Receiver or Administrator and their powers**

- (a) **Appointment:** Any Receiver or Administrator shall be the agent of each Chargor to which such appointment relates. Each Chargor to which such appointment relates will, and IGF will not in any way, be responsible for the acts, omissions, losses, misconduct, defaults and remuneration of such Receiver or Administrator; and
- (b) **Powers of a Receiver:** A Receiver shall, without the need for the consent of any Chargor to which such appointment relates, have all of the powers described in this Clause, unless any such powers shall specifically be excluded by the written terms of his appointment. A Receiver may exercise these powers in such way, at such time and on such terms as he shall think fit, necessary or expedient and whether in his name or the name of the relevant Chargor and without being under any obligation to take or omit to take any action which any Chargor, but for the appointment of the Receiver, would or might have considered to be in that Chargor's interests. A receiver shall have the powers granted by the Law of Property Act 1925 to any receiver appointed under such Act and all the powers of an administrative receiver under Schedule 1 of the Insolvency Act 1986. A Receiver shall also have the power on behalf and at the cost of the relevant Chargor, and in the relevant Chargor's name or otherwise, to do or omit to do anything which the relevant Chargor could do or omit to do or could have done or omitted to do but for any incapacity or the appointment of a liquidator, Administrator or equivalent officer in relation to such Chargor or its Charged Assets.
- (c) **Powers of an Administrator:** An Administrator shall have all the powers conferred from time to time on Administrators by law or by statute.

## **9.5 IGF's powers**

Whether or not a Receiver or an Administrator shall be appointed under this Deed, IGF may at any time after this security becomes enforceable, and without giving notice, exercise all or any of the powers, authorities and discretions conferred on a Receiver or an Administrator as set out above.

## **9.6 Right of appropriation**

- (a) To the extent that:
  - (i) the Charged Assets constitute Financial Collateral; and

- (ii) this deed and the obligations of the Chargors under it constitute a Security Financial Collateral Arrangement,

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

- (b) The value of any Charged Assets appropriated in accordance with this clause shall be:

- (i) in the case of cash, the amount standing to the credit of each of the Chargors' accounts with any bank, financial institution or other person, together with all interest accrued but unposted, at the time the right of appropriation is exercised; and

- (ii) in the case of Securities, the price of those Securities at the time the right of appropriation is exercised as listed on any recognised market index or determined by any other method that IGF, acting reasonably, may select (including independent valuation by an internationally recognised firm of accountants which is regularly engaged in providing valuations of businesses or shares in private companies operating in the same sector as the company whose shares are to be valued).

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

## **10 VARIATIONS TO STATUTORY PROVISIONS**

### **10.1 Law of Property Act**

Section 103 of the Law of Property Act 1925 (restricting the power of sale) shall not apply to this Deed. However the power of sale and the other powers conferred on mortgagees by that Act shall apply to this security but without the Act's restrictions as to giving notice or otherwise. Accordingly, for the purposes of a sale or other exercise of any such powers, the whole of the Secured Obligations shall be treated as due and payable on the date hereof.

### **10.2 Non-consolidation**

The restrictions on the right of consolidating mortgage securities, which are contained in Section 93 of the Law of Property Act 1925, shall not apply to this security.

### **10.3 Subsequent encumbrances**

If IGF receives, or is treated as having received, notice of any subsequent Encumbrance affecting any of the Charged Assets then IGF may open a new account with the relevant Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received, or was treated as having received, such notice. From that time all payments made by the relevant Chargor to IGF shall be credited, or be treated as having been credited, to the new account. These payments shall not operate to reduce the amount secured by this Deed when IGF received or was treated as having received such notice.

## **11 APPLICATION OF MONIES**

### **11.1 Order of payment**

All monies received by IGF or by an Administrator or Receiver (as the case may be) under or by virtue of this Deed shall be applied (so far as the law permits) in the following order:

- (a) **Costs and expenses:** in payment of all costs, charges and expenses of or incidental to the appointment of an Administrator or Receiver (as the case may be), the payment of his remuneration and the payment and discharge of any other Expenses incurred by or on behalf of the Administrator or Receiver (as the case may be);
- (b) **Preferential Debts:** in or towards payment of any debts or claims which are by statute payable in preference to the Secured Obligations but only to the extent to which those debts or claims have such preference;
- (c) **Payments to IGF:** in payment to IGF of the Secured Obligations due to IGF in such order as IGF in its absolute discretion thinks fit; and then
- (d) **Surplus:** in payment to the relevant Chargor of any surplus (which shall not carry interest) which may be paid into any of the relevant Chargor's bank accounts including an account opened specifically for such purpose. IGF shall then have no further liability for the surplus.

### **11.2 Appropriation**

Following the enforcement of this security, any monies received by IGF may be appropriated by IGF in its discretion in or towards the payment and discharge of any part of the Secured Obligations.

### **11.3 Suspense accounts**

IGF or the Administrator or Receiver (as the case may be) may credit any monies to a suspense account for so long and in such manner as IGF may from time to time determine. The Administrator or Receiver (as the case may be) or IGF may retain the same for such period as the Administrator or Receiver (as the case may be) and IGF consider expedient.

## **12 PROTECTION OF THIRD PARTIES**

### **12.1 Third party payments**

No person paying or handing over monies to an Administrator or Receiver (as the case may be) and obtaining a discharge shall have any responsibility or liability to confirm the correct application of such monies.

### **12.2 Third party dealings**

No person dealing with IGF, or an Administrator or Receiver (as the case may be), need enquire:

- (a) **Powers exercisable:** whether any event has happened giving either IGF or the Administrator or Receiver (as the case may be) the right to exercise any of his powers;

- (b) **Propriety of acts:** as to the propriety or regularity of any act purporting or intending to be an exercise of such powers;
- (c) **Validity of appointment:** as to the validity or regularity of the appointment of any Administrator or Receiver (as the case may be) purporting to act or to have been appointed as such; or
- (d) **Satisfaction:** whether any of the Secured Obligations remain unsatisfied.

### **12.3 Statutory protection**

All the protections given to purchasers contained under sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with an Administrator or Receiver (as the case may be) or IGF as if the Secured Obligations had become due and the statutory power of sale and appointment of the Administrator or Receiver (as the case may be) in relation to the Charged Assets had arisen, on the date of this Deed.

### **12.4 Express notice**

No person dealing with IGF or any Administrator or Receiver (as the case may be) shall be affected by express notice that any act is unnecessary or improper.

## **13 CONTINUING AND ADDITIONAL SECURITY**

### **13.1 Continuing security**

This security is a continuing security for all the Secured Obligations notwithstanding any interim settlement of account until a final discharge of this security shall be given by IGF.

### **13.2 Non-merger**

This security is in addition to, and shall not merge or otherwise prejudice or affect, any other right or remedy of IGF or any assignment, bill, note, guarantee, Encumbrance, or other security now or in future in favour of IGF or held by, or available to, IGF (whether created by the Obligors or any of them or any third party).

## **14 EXPENSES AND INDEMNITIES**

### **14.1 Expenses and interest**

All Expenses incurred and all payments made by IGF or any Administrator or Receiver (as the case may be) in the lawful exercise of the rights created by this Deed shall carry interest at the Default Rate. Interest under this Deed shall accrue (both before and after judgment) from the date the Expenses were incurred or the sum paid became payable, whichever shall be earlier, until the date the same are paid and discharged in full. IGF may compound unpaid interest with rests at such times as it may consider appropriate. The amount of all Expenses and payments referred to in this Clause 14.1 and any interest thereon shall be payable by the relevant Chargor on demand.

## **14.2 General indemnity**

Each Chargor jointly and severally agrees to indemnify IGF (and its nominees) and any Administrator or Receiver (as the case may be) on demand against all losses, actions, claims, expenses, demands and liabilities now or in the future incurred by any of them or by any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable for anything done or omitted in the exercise or purported exercise of the rights contained in this Deed or caused by any breach by a Chargor of any of its obligations under this Deed or in connection with the Charged Assets. IGF (and its nominees) and any Administrator or Receiver (as the case may be) shall also be entitled to be indemnified out of the Charged Assets in respect of all losses, actions, claims, expenses, demands and liabilities incurred by them in the execution, or purported execution, of any of the rights vested in them under this Deed.

## **14.3 Tax indemnity**

Each Chargor jointly and severally agrees to indemnify IGF and any Administrator or Receiver (as the case may be) on demand against all present or future stamp or other taxes or duties and any penalties or interest with respect thereto which may be imposed by any competent authority in connection with the execution or enforcement of this Deed or in consequence of any payment made pursuant to this Deed being challenged or declared void for any reason whatsoever.

## **14.4 Currency indemnity**

- (a) **Conversion:** For the purpose of, or pending, the discharge of any of the Secured Obligations IGF or an Administrator or Receiver (as the case may be) may convert any monies received, recovered or realised under this Deed (including the proceeds of any previous conversion) from their existing currency into such other currency as IGF or such Administrator or Receiver (as the case may be) may think fit. Any such conversion shall be effected at the then prevailing spot selling rate of exchange of IGF's bankers for such other currency against the existing currency.
- (b) **Shortfall indemnity:** Each Chargor jointly and severally agrees to indemnify IGF against any shortfall between:
  - (i) any amount received or recovered by IGF in respect of any of the Secured Obligations which is converted in accordance with Clause 14.4(a) into the currency in which such liability was payable; and
  - (ii) the amount payable to IGF under this Deed in the currency of such liability.

## **15 PAYMENTS, DISCHARGE AND SET-OFF**

### **15.1 Payments without deduction**

All payments to be made to IGF under this Deed shall be made free and clear of and (save as required by law) without deduction for or on account of any tax withholding, charges, set-off or counterclaim. All payments shall be made into such account(s) as IGF may from time to time specify for the purpose.

## **15.2 Set-off**

Without prejudice to any right of set-off or combination of accounts contained in any Finance Document, IGF may at any time following the occurrence of a Termination Event without notice to any of the Charging Companies combine or consolidate all or any amounts standing to the credit of any Chargor's account or accounts with IGF and/or set off any amount owed by IGF to any Chargor against any obligation (whether or not matured) owed to IGF by that or any other Chargor whether or not each is expressed in the same currency.

## **15.3 Gross-up and tax receipts**

If a Chargor is required by law to make a deduction or withholding from any payment made under this Deed, then the sum payable by that Chargor shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, IGF receives and retains (free from any liability related to such deduction or withholding) a net sum equal to the sum which it would have received and retained had no such deduction or withholding been made or required to be made. The relevant Chargor will pay the amount deducted or withheld to the relevant tax or other authorities within the time allowed for such payment under applicable law and will deliver to IGF within 30 days of making such payment an original receipt or other evidence issued by the relevant authority showing that payment has been made in full.

## **15.4 Discharge of security**

Upon payment and complete discharge and performance of all the Secured Obligations under or in relation to this Deed, IGF shall, at the request and cost of a Chargor, duly discharge this security so far as it relates to that Chargor's Charged Assets and any further security given by that Chargor in accordance with the terms hereof. IGF will also, at the request and cost of a Chargor, transfer to that Chargor any of the Charged Assets of that Chargor which have been assigned or transferred to IGF. If any Charged Assets transferred or assigned to IGF were fungible, IGF may transfer to the relevant Chargor assets of the same class, denomination and quality rather than the identical Charged Assets transferred or assigned to it under this Deed.

## **15.5 Avoidance of payments**

The right of IGF to payment of the monetary obligations comprised in the Secured Obligations or to enforce the terms of this Deed shall not be affected by any payment or any act or thing which is avoided or adjusted under the laws relating to bankruptcy or Insolvency or under Part VI of the Insolvency Act 1986. Any release, or discharge given or settlement made by IGF relying on any such payment, act or thing shall be void and of no effect.

# **16 SERVICE OF NOTICES AND PROCESS**

## **16.1 Chargor's address for service**

Unless otherwise provided in this Deed, any written notice from IGF to a Chargor and any proceedings issued by IGF requiring service on a Chargor may be given or served by delivering it at or posting it to:

- (a) the Chargor's address set out under its name at the end of this Deed or to such other address of that Chargor advised to and acknowledged by IGF as being effective for the purposes of service;

- (b) the Chargor's registered office; or
- (c) any address last known to IGF at which the Chargor carried on business.

It may also be handed to any officer of the Chargor. Such notice may also be given by facsimile transmission or electronic medium to the Chargor's number or address acknowledged by IGF for communication by such means.

## **16.2 Time of service on Chargor**

Any such notice or process shall be considered served:

- (a) if delivered – at the time of delivery;
- (b) if sent by post – 48 hours from the time of posting;
- (c) if sent by electronic medium – at the time of receipt; or
- (d) if handed over – at the time of handing over.

## **16.3 Service on IGF**

Any notice in writing by a Chargor to IGF required hereunder shall take effect at the time it is received by IGF at its registered office or at such other address as IGF may advise in writing to the Chargor for this purpose unless such notice is received on a day which is not a Working Day, in which case, it shall take effect on the next Working Day.

# **17 TRANSFERS AND DISCLOSURES**

## **17.1 Transfers by IGF**

This Deed is freely transferable by IGF to any other party to who it transfers its rights under the Facilities Agreement. Each Chargor consents to any such transfer (whether by novation, assignment, or otherwise). References in this Deed to the "IGF" shall include its successors, assignees and transferees and any person to whom this Deed is novated.

## **17.2 No transfers by any Chargor**

No Chargor may assign or transfer any of its obligations under this Deed nor may it enter into any transaction which would result in any such obligations passing to another person.

## **17.3 Disclosure of information**

IGF may disclose any information about any Chargor and any member of that Chargor's Group and any other person connected or associated with it to any members of IGF's Group and/or to any person to whom IGF is proposing to transfer or assign, or has transferred or assigned, this Deed and/or any of the Secured Obligations (in each case which is a bank or financial institution or any director, officer, agent or employee thereof or any professional adviser thereto). Each Chargor represents and warrants that it has, and (so far as permitted by law) will maintain, any necessary authority by or on behalf of any such persons to agree to the provisions of this Clause.

## **18 MISCELLANEOUS**

### **18.1 Delays and omissions**

No delay or omission on the part of IGF in exercising any right or remedy under this Deed shall impair that right or remedy or operate as or be taken to be a waiver of it. Any single, partial or defective exercise of any such right or remedy shall not prevent the further exercise of that or any other right or remedy.

### **18.2 Cumulative rights**

IGF's rights under this Deed are cumulative. They are not exclusive of any rights provided by law. They may be exercised from time to time and as often as IGF sees fit.

### **18.3 Waivers**

Any waiver by IGF of any terms of this Deed or any consent or approval given by IGF under it shall only be effective if given in writing. Such consent and approval shall then only apply for the purpose stated and be subject to any written terms and conditions imposed by IGF.

### **18.4 Illegality**

If at any time any one or more of the provisions of this Deed is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction then neither the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.

### **18.5 IGF's certificates**

Any certificate signed by a director or authorised officer of IGF as to the amount of the monetary obligations comprised in the Secured Obligations at the date of that certificate shall, in the absence of manifest error, be prima facie evidence of that amount and be binding on each Chargor to whom such certificate is addressed.

### **18.6 Counterparts**

This Deed may be executed in any number of counterparts and by different parties on separate counterparts each of which, when executed and delivered, shall constitute an original and all the counterparts together shall constitute but one and the same instrument.

### **18.7 Paper**

The paper on which this Deed is written is, and will remain at all times, the property of IGF, even after the discharge of this security.

### **18.8 Access and inspection**

For the purpose of gaining access to or inspecting or (following any Termination Event) taking possession of any of the computer equipment, computer data, books, documents and other records included in or relating to the Charged Assets or for the purpose of taking copies of any of such data, books, documents and records any duly authorised official of IGF and any Administrator or Receiver (as the case may be) and any person authorised by such

Administrator or Receiver (as the case may be) shall have the right at any time during business hours and on reasonable notice (unless a Termination Event has occurred and is continuing) to enter upon any premises at which a Chargor carries on business and upon any other premises in which any part or all of such computer equipment, computer data, books, documents and other records are for the time being kept or stored.

#### **18.9 Contracts (Rights of Third Parties) Act 1999**

Other than in relation to the provisions of Clause 14, the terms of this Deed may only be enforced by a party to it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

### **19 LAW AND JURISDICTION**

#### **19.1 Law**

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

#### **19.2 Jurisdiction**

- (a) **Submission:** Each Chargor irrevocably agrees for the benefit of IGF that the courts of England shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Deed and, for such purposes, irrevocably submits to the jurisdiction of such courts.
- (b) **Forum:** Each Chargor irrevocably waives any objection which it might now or hereafter have to the courts referred to in Clause 19.2(a) being nominated as the forum to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Deed and agrees not to claim that any such court is not a convenient or appropriate forum.
- (c) **Other competent jurisdictions:** The submission to the jurisdiction of the courts referred to in Clause 19.2(a) shall not (and shall not be construed so as to) limit the right of IGF to take proceedings against any Chargor in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.
- (d) **Consent to enforcement:** Each Chargor hereby consents generally in respect of any legal action or proceeding arising out of or in connection with this Deed to the giving of any relief or the issue of any process in connection with such action or proceeding including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such action or proceeding.

**IN WITNESS** whereof each Chargor has duly executed this Deed as a deed and intends to deliver and hereby delivers the same on the date first above written and, prior to such delivery, this Deed has been duly signed on behalf of IGF, in the manner appearing below.

## SCHEDULE 1

### Original Chargers

NAME	REGISTERED NUMBER	REGISTERED OFFICE
Tolent PLC	03819314	Ravensworth House, Fifth Avenue Business Park Team, Valley Gateshead, Tyne & Wear, NE11 0HF
Tolent Construction Limited	02450574	Ravensworth House, Fifth Avenue Business Park Team, Valley Gateshead, Tyne & Wear, NE11 0HF
Tolent Solutions Limited	06163808	Ravensworth House Fifth Avenue, Team Valley Trading Estate, Gateshead, Tyne And Wear, England, NE11 0HF
Tolent Living Limited	09505052	Ravensworth House Fifth Avenue Business Park, Team Valley, Gateshead, Tyne And Wear, NE11 0HF
Tolent Homes Limited	02803140	Ravensworth House, Fifth Avenue Business Park Team, Valley Gateshead, Tyne & Wear, NE11 0HF
Ravensworth Properties Limited	01744165	Ravensworth House, Fifth Avenue Business Park Team, Valley Gateshead, Tyne & Wear, NE11 0HF
T. Holdings Limited	01600329	Ravensworth House, Fifth Avenue Business Park Team, Valley Gateshead, Tyne & Wear, NE11 0HF
Tolent Corporation Limited	03031024	Ravensworth House, Fifth Avenue Business Park Team, Valley Gateshead, Tyne & Wear, NE11 0HF
Coolmore Land Limited	06735366	Ravensworth House 5th Avenue Business Park, Team Valley, Gateshead, Tyne & Wear, NE11 0HF

## SCHEDULE 2

### Real Property

Registered land				
Original Chargor	Address	Administrative Area		Title Number
Unregistered land				
Original Chargor	Address	Document describing the Property		
		Date	Document	Parties

*Intentionally blank.*

**SCHEDULE 3**

**Plant and Machinery**

Original Chargor	P&M

*Intentionally blank.*

## SCHEDULE 4

### Securities

Original Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Tolent PLC	Tolent Construction Limited	Ordinary	50,000	£50,000
Tolent PLC	Tolent Homes Limited	Ordinary	2	£2
Tolent PLC	T. Holdings Limited	Ordinary	1	£1
Tolent PLC	Tolent Corporation Limited	Ordinary	1	£1
Tolent PLC	Coolmore Land Limited	Ordinary	40	£40
Tolent PLC	Tolent Solutions Limited	Ordinary	50,000	£50,000
Tolent PLC	Tolent Living Limited	Ordinary	10	£10
Tolent PLC	Ravensworth Properties Limited	Ordinary	20,100	£20,100

## SCHEDULE 5

### Form of Guarantee & Debenture Accession Deed

This deed is made on 20[◆]

**Between:**

- (1) **IGF BUSINESS CREDIT LIMITED** whose registered number is 10078965 and whose registered office is at 2<sup>nd</sup> Floor Kingsgate, High Street, Redhill, Surrey, RH1 1SG ("IGF"); and
- (2) **[NAME OF ACCEDING COMPANY]** (company number [◆]) whose registered office is at [◆] (the "New Chargor")

and is supplemental to a Guarantee and Debenture granted by [NAME OF ORIGINAL CHARGOR(S)] (registered with the number [◆]) in favour of IGF on [DATE] (the "Guarantee and Debenture").

**Now this Deed witnesses** as follows:

**1 Definitions and Interpretation**

Words and expressions defined in the Guarantee and Debenture shall have the same meaning when used in this deed.

**2 Confirmation**

The New Chargor confirms it has been supplied with a copy of the Guarantee and Debenture.

**3 Accession**

The New Chargor hereby:

- (a) covenants with IGF for the benefit of IGF (and IGF's assigns, transferees and successors in title) to be bound by all the terms of the Guarantee and Debenture;
- (b) grants with effect from the date of this deed, each of the mortgages, charges and assignments which are stated to be created, given or granted pursuant to the Guarantee and Debenture; and
- (c) gives in favour of IGF each of the guarantees and indemnities stated in the Guarantee and Debenture as being given by the Original Chargors,

as if the New Chargor had been a party to the Guarantee and Debenture as an Original Chargor.

**4 Security**

- 4.1** Without prejudice to the generality of Clause 3 of this Deed, the New Chargor charges with full title guarantee in favour of IGF:

- (a) by way of legal mortgage each property specified in Part 1 of the schedule hereto;
- (b) by way of equitable mortgage its Real Property, other than the property or properties specified in Part 1 of the schedule hereto;
- (c) by way of fixed charge all its Plant and Machinery listed in Part 2 of the schedule hereto and the benefit of all its rights and claims against any person in respect of the design, construction, repair or replacement of the same;
- (d) by way of fixed charge all its Plant and Machinery other than that listed in Part 2 of the schedule hereto and the benefit of all its rights and claims against any person in respect of the design, construction, repair or replacement of the same;

- (e) by way of fixed charge all its goodwill, unpaid and/or uncalled capital;
- (f) by way of fixed charge all its Intellectual Property;
- (g) by way of fixed charge all its Securities, including those listed in part 3 of the schedule hereto;
- (h) by way of fixed charge all loan capital, indebtedness or liabilities on any account or in any manner owing to it from any member of the New Chargor's Group;
- (i) by way of fixed charge all amounts realised by an Administrator or liquidator of the New Chargor upon enforcement or execution of any order of the court under Part VI of the Insolvency Act 1986;
- (j) by way of fixed charge all its documents of title which at any time and for any purpose have been or may be deposited with IGF and the property mentioned in such documents;
- (k) by way of fixed charge all of its Non-Vesting Debts to the extent not effectively assigned by way of security under clause 4.2 below;
- (l) by way of fixed charge all Related Rights pertaining to its Non-Vesting Debts;
- (m) by way of fixed charge all of its Other Debts;
- (n) by way of fixed charge all Related Rights pertaining to its Other Debts;
- (o) by way of fixed charge all monies in any account in its name under the control of or operated in accordance with the directions of IGF;
- (p) by way of a floating charge all of its undertaking, property, rights and assets whatsoever and wheresoever, both present and future (including to the extent that any of such undertaking, property, rights and assets are not effectively charged from time to time by way of fixed charge or assigned by way of security in favour of IGF).

4.2 Without prejudice to the generality of Clause 3 of this Deed, the New Chargor with full title guarantee assigns and agrees to assign to IGF by way of security all its rights, title and interest in and to:

- (a) the benefits arising under the policies of insurance in which it is interested details of which are set out in Part 4 of the schedule hereto, and any other policies of insurance in which it may now or hereafter have an interest;
- (b) its Non-Vesting Debts; and
- (c) any contracts relating to or benefitting any of the assets referred to in clause 3.1(a) to (o) above inclusive.

## 5 Construction

Save as specifically varied by virtue of the accession of the New Chargor, the Guarantee and Debenture shall continue and remain in full force and effect and this deed shall be read and construed as one with the Guarantee and Debenture so that all references to "this Deed" in the Guarantee and Debenture shall include reference to this deed.

## 6 Governing Law

This deed is governed by and construed according to English law.

**In witness whereof** the New Chargor and IGF have caused this deed to be duly executed and delivered on the date appearing above.

## SCHEDULE

### Part 1

#### Property

Short Description of Property	Title Number (if registered)
[ ]	[ ]

### Part 2

#### Plant & Machinery

Description
[ ]

### Part 3

#### Securities

Company in which Securities are held	Securities held
[ ]	[ ]

### Part 4

#### Insurances

Policy number and Insurer details	Policy Coverage
[ ]	[ ]

**[NAME OF ACCEDING COMPANY]**

Executed as a deed by [ ] **LIMITED**

acting by a director in the presence of: .....

**Director**

Signature: .....

Name: .....

Address: .....

.....

Occupation: .....

**IGF**

Executed as a deed by **IGF BUSINESS CREDIT**

**LIMITED** acting by .....

....., a **Director**

director in the presence of:

Signature: .....

Name: .....

Address: .....

.....

Occupation: .....

**EXECUTION PAGES**

**IGF**

Executed as a deed by .....

**IGF BUSINESS CREDIT LIMITED** acting by Director signature

a director in the presence of:

.....

Director name

Signature: .....

Name: .....

Address: .....

.....

Occupation: .....

**OR**

Executed as a deed by **IGF BUSINESS CREDIT LIMITED** acting by:

.....

Director signature

.....

Director name

and:

.....

Director signature

.....

Director name

**THE ORIGINAL CHARGORS**

Executed as a deed by  
**TOLENT PLC** acting by  
a director in the presence of:

Signature: ...

Name: *John Phillips*

Address: **WALKER MORRIS LLP**  
**33 WELLINGTON STREET**  
**LEEDS**  
**LS1 4DL**

Occupation: *Trainee Solicitor*

.....  
Director signature

*Andrew Clark*  
.....  
Director name

**OR**

Executed as a deed by  
**TOLENT PLC** acting by:

.....  
Director signature

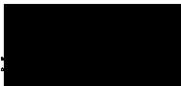
.....  
Director name

and:

.....  
Director signature

.....  
Director name

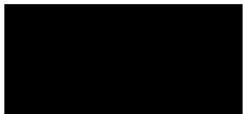
Executed as a deed by **TOLENT  
CONSTRUCTION LIMITED** acting by  
a director in the presence of:

Signature:  .....

Name: John Phillip .....

Address: WALKER MORRIS LLP  
33 WELLINGTON STREET  
LEEDS  
LS1 4DL .....

Occupation: Finance Solicitor .....

 .....

Director signature

Barbar Clark .....

Director name

**OR**

Executed as a deed by **TOLENT  
CONSTRUCTION LIMITED** acting by:

.....

Director signature

.....

Director name

and:

.....

Director signature

.....

Director name

Executed as a deed by **TOLENT SOLUTIONS LIMITED** acting by a director in the presence of:

.....  
Director signature

*Andrew Clark*

.....  
Director name

Signature: .....  
.....

Name: .....  
.....

*John Phillips*

Address: .....  
WALKER MORRIS LLP  
33 WELLINGTON STREET  
LEEDS

Occupation: .....  
LSI ADL  
*Craine Solicitor*

**OR**

Executed as a deed by **TOLENT SOLUTIONS LIMITED** acting by:

.....  
Director signature

.....  
Director name

and:

.....  
Director signature

.....  
Director name

Executed as a deed by **TOLENT LIVING**

**LIMITED** acting by a director in the presence of:

.....  
Director signature

*Andrew Clark*

.....  
Director name

Signature: .....

Name: .....

*John Phillip*

Address: .....

**WALKER MORRIS LLP  
33 WELLINGTON STREET**

**LEEDS**

**LS14DL**

Occupation: .....

*Trainee Solicitor*

**OR**

Executed as a deed by **TOLENT LIVING**

**LIMITED** acting by:

.....  
Director signature


.....  
Director name

and:

.....  
Director signature

.....  
Director name

Executed as a deed by **RAVENSWORTH  
PROPERTIES LIMITED** acting by  
a director in the presence of:

Signature  .....

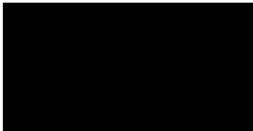
Name: .....

*John Phillips*

Address: **WALKER MORRIS LLP  
33 WELLINGTON STREET  
LEEDS  
LS1 4DL**

Occupation: .....

*Trainee Solicitor*

 .....  
Director signature

Director name

*Andrew Clark*

**OR**

Executed as a deed by **RAVENSWORTH  
PROPERTIES LIMITED** acting by:

.....  
Director signature

.....  
Director name

and:

.....  
Director signature

.....  
Director name

Executed as a deed by **T. HOLDINGS LIMITED**  
acting by a director in the presence of:

.....  
Director signature

.....  
Director name

Signature: .....  
.....

Name: .....  
.....

Address: **WALKER MORRIS LLP**  
**33 WELLINGTON STREET**  
**LEEDS**  
**LS1 4DL**

Occupation: **Finance Solicitor**

**OR**

Executed as a deed by **T. HOLDINGS LIMITED**  
acting by:

.....  
Director signature


.....  
Director name

and:

.....  
Director signature

.....  
Director name

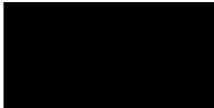
Executed as a deed by **TOLENT CORPORATION LIMITED** acting by a director in the presence of:

Signature: 

Name: *Steve Phillip*

Address: *WALKER MORRIS LLP*  
*33 WELLINGTON STREET*  
*LEEDS*

Occupation: *LS14DL*  
*Crime Solicitor*

  
Director signature

*Andrew Clark*  
Director name

OR

Executed as a deed by **TOLENT CORPORATION LIMITED** acting by:

.....  
Director signature

.....  
Director name

and:

.....  
Director signature

.....  
Director name

Executed as a deed by **COOLMORE LAND**

**LIMITED** acting by a director in the presence of:

.....  
Director signature

*Andrew Clark*

.....  
Director name

Signature: .....  
.....

Name: *John Phillip*

Address: *WALKER MORRIS LLP*  
*33 WELLINGTON STREET*  
*LEEDS*

Occupation: *LS1 4DL*  
*Trainee Solicitor*

**OR**

Executed as a deed by **COOLMORE LAND**

**LIMITED** acting by:

.....  
Director signature

.....  
Director name

and:

.....  
Director signature

.....  
Director name

Executed as a deed by **TOLENT HOMES**

**LIMITED** acting by a director in the presence of:

.....  
Director signature

.....  
*Andrew Clark*

.....  
Director name

Signature: .....  
.....

Name: .....  
*Take Phillips*

Address: .....  
WALKER MORRIS LLP  
33 WELLINGTON STREET  
LEEDS  
.....  
LS1 4DL

Occupation: .....  
*Trainee Solicitor*

**OR**

Executed as a deed by **TOLENT HOMES**

**LIMITED** acting by:

.....  
Director signature

.....  
Director name

and:

.....  
Director signature

.....  
Director name

