



Registration of a Charge

Company name: **ALLIED GLASS CONTAINERS LIMITED**

Company number: **03846688**



X2KOJZ77

Received for Electronic Filing: **08/11/2013**

Details of Charge

Date of creation: **08/11/2013**

Charge code: **0384 6688 0006**

Persons entitled: **ALAN HENDERSON AS SECURITY TRUSTEE FOR THE SECURED PARTIES, AS FURTHER DESCRIBED WITHIN THE DEBENTURE**

Brief description: **AS MORE PARTICULARLY DESCRIBED IN CLAUSE 4 OF THE DEBENTURE, A DEBENTURE TAKING FIXED AND FLOATING CHARGES OVER ALL THE ASSETS AND UNDERTAKING (PRESENT AND FUTURE) OF THE COMPANY TOGETHER WITH OTHER INTELLECTUAL PROPERTY FURTHER DESCRIBED IN PART 4 OF SCHEDULE 2 IN THE DEBENTURE INCLUDING, BUT NOT LIMITED TO THE TRADE MARK REGISTERED UNDER TM NUMBER 009199969 AND THE DOMAIN NAME ALLIED-GLASS.CO.UK FURTHER DESCRIBED AND TOGETHER WITH OTHER INTELLECTUAL PROPERTY IN PART 4 OF SCHEDULE 2 IN THE DEBENTURE**

Contains fixed charge(s).

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

Notification of addition to or amendment of charge.

Authentication of Form

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: **KATHRYN WALTERS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3846688

Charge code: 0384 6688 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th November 2013 and created by ALLIED GLASS CONTAINERS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th November 2013 .

Given at Companies House, Cardiff on 8th November 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 8 November 2013

THE COMPANIES LISTED IN SCHEDULE 1 TO THIS DEED
as Original Charging Companies

ALAN HENDERSON
as Security Trustee

COMPOSITE DEBENTURE

*This composite debenture is subject to and has the benefit of an
Intercreditor Agreement (as defined herein)*

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Between

- (1) **The Companies** listed in schedule 1 (Original Charging Companies) to this Deed (**Original Charging Companies**); and
- (2) **Alan Henderson** of 6 Harlech Mead, Lodge Moor, Sheffield, S10 4NT as security trustee for each of the Secured Parties (as defined below) (**Security Trustee**).

It is agreed

1 Definitions and Interpretation

1.1 Definitions

In this Deed:

- (a) terms defined in, or construed for the purposes of, the Loan Note Documents and the Intercreditor Agreement (each as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed); and
- (b) the following terms have the following meanings:

Accession Deed means an accession deed substantially in the form set out in schedule 6 (Form of Accession Deed)

Account Bank means Lloyds Bank plc or such other bank with which any Collection Account is maintained from time to time

Acquisition Agreement means the acquisition agreement the details of which are set out in part 5 of schedule 2

Act means the Law of Property Act 1925

Assigned Assets means the Security Assets expressed to be assigned by way of security pursuant to clause 4.2 (Security Assignments)

Charged Accounts means each:

- (a) Collection Account and
- (b) any other account charged by or pursuant to this Deed

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

Charged Securities means:

- (a) the securities specified in part 2 (Charged Securities) of schedule 2 and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Deed) now or in future owned (legally or beneficially) by a Charging Company, held by a nominee, trustee, fiduciary or

clearance system on its behalf or in which such Charging Company has an interest at any time

Charging Companies means the Original Charging Companies and any other company which accedes to this Deed pursuant to an Accession Deed

Collection Account has the meaning given to that term in clause 11.9(a)(iii) (Dealings with and realisation of Receivables and Collection Accounts)

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

Declared Default means an Event of Default in respect of which any notice has been issued or rights exercised by a Noteholder under condition 3 of the Loan Note Instrument

Default Rate means the rates of interest determined in accordance with condition 8.5 of the Loan Note Instrument

Delegate means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Trustee or by a Receiver

Excluded Property means all interests in leasehold property and any other property where the freehold is not absolutely owned where:

- (a) the relevant Charging Company's interest in respect of such leasehold property is for a term of less than 10 years or
- (b) the terms of such lease or other arrangement either preclude absolutely the relevant Charging Company from creating any charge over its leasehold or other interest in such property, or require the consent of any third party prior to the creation of such charge and such consent has not been previously obtained

Event of Default means an event on which the Loan Notes become immediately repayable in accordance with condition 3 of the Loan Note Instrument

Financial Indebtedness has the meaning given to that term in the Senior Facilities Agreement

Group Companies means the Parent and each of its Subsidiaries from time to time (and each a **Group Company**)

Guarantee means the guarantee given by each Charging Company in favour of the Security Trustee and the Noteholders as security for the Parent's obligations under the Loan Note Documents

Hedging Agreement means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by a Charging Company for the purpose of hedging interest rate liabilities

Insurances means all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, a Charging Company or in which a Charging Company from time to time has an interest (including, without limitation, the policies of insurance (if any) specified in part 6 (Insurances) of schedule 2

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

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

(including, without limitation, the intellectual property rights (if any) specified in part 4 (Intellectual Property) of schedule 2

Intercreditor Agreement means the intercreditor agreement dated on or around the date hereof and entered into between, amongst others, the Parent, Lloyds Bank plc as Security Agent and Senior Agent, the entities listed therein as Original Senior Lenders, CBPE Capital VIII GP Limited as Institutional Investor Security Agent, the Security Trustee as Manager Investor Security Agent, the Original Institutional Investors, the Original Manager Investors and the companies listed therein as Intra-Group Debtors and Intra-Group Creditors (each term as defined therein)

Legal Reservations means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors
- (b) the time barring of claims under the Limitation Acts, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim
- (c) the principle that any provision for the payment of compensation or additional interest which is not a genuine pre-estimate of loss may be unenforceable as a penalty
- (d) the principle that an English court may refuse to give effect to a provision dealing with the cost of litigation brought before any court where the litigation is unsuccessful or the court itself has made an order for costs
- (e) the principle that in certain circumstances security granted by way of fixed charge may be characterised as a floating charge or that security purported to be constituted by an assignment may be recharacterised as a charge
- (f) the principle that the creation or purported creation of Security over any contract or agreement which is subject to a prohibition against transfer, assignment or charging may be void, ineffective or invalid and may give rise to a breach entitling the contracting party to terminate or take any other action in relation to such contract or agreement

Limitation Acts means the Limitation Act 1980 and the Foreign Limitation Periods Act 1984

Loan Note Documents means:

- (a) the Loan Note Instrument;
- (b) the Loan Notes;
- (c) each Loan Note Security Document;
- (d) the Security Trust Deed; and
- (e) any other document designated as such in writing by the Company and the Security Trustee

Loan Note Instrument means the Series B Fixed Rate Secured Note Instrument

Loan Note Security Documents means:

- (a) this Deed;
- (b) the Guarantee; and
- (c) any other present or future document creating or evidencing Security for, or in respect of, all or any of the Secured Obligations

Loan Notes means the loan notes created pursuant to the Loan Note Instrument

Material Adverse Effect means a material adverse effect on:

- (a) the business, operations or financial condition of the Group Companies taken as a whole
- (b) the ability of the Charging Companies (taken as a whole) to perform their payment obligations under the Loan Note Documents or
- (c) subject to the Legal Reservations, the validity or enforceability of, or the effectiveness or ranking of any Security granted or purporting to be granted pursuant to any of, the Loan Note Documents or the rights or remedies of any Secured Party under any of the Loan Note Documents

Noteholders means the noteholders as defined in the Security Trust Deed

Parent means Project Aqua Topco Limited, a company incorporated and registered under the laws of England and Wales with number 08693589

Party means a party to this Deed

Permitted Disposal has the meaning given to that term in the Senior Facilities Agreement

Permitted Security has the meaning given to that term in the Senior Facilities Agreement

Planning Acts means:

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

Real Property means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to any Charging Company, or in which any Charging Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 (Property) of schedule 2) (Details of Security Assets), together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon
- (b) all easements, rights and agreements in respect thereof; and
- (c) the benefit of all covenants given in respect thereof

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

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

excluding any Receivables sold or discounted on a non-recourse basis including (but not limited to) under financing arrangements in respect of: (a) a specific customer's book debts or receivables and is to an institution or whose business is the provision of such finance nominated, selected or introduced by that customer or (b) the Supplier Financing Arrangements

Receiver means any receiver, receiver and manager or (if permitted by law) administrative receiver of the whole or any part of the Security Assets appointed by the Security Trustee under this Deed

Related Rights means, in relation to any Charged Security:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition and

- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

Relevant Contract means:

- (a) the Acquisition Agreement
- (b) each Hedging Agreement and
- (c) each agreement specified in part 5 (Relevant Contracts) of schedule 2 or specified in any Accession Deed as a "Relevant Contract"

together with each other agreement supplementing or amending or novating or replacing the same

Report on Title means any report on title in relation to the Real Property provided or to be provided by or on behalf of a Charging Company to the Security Trustee for the benefit of the Secured Parties

Secured Obligations means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any present or future Group Company to the Security Trustee and/or the other Secured Parties (or any of them) under or pursuant to any Loan Note Document (and whether originally owing to that Secured Party or purchased or acquired by that Secured Party (including all monies covenanted to be paid under this Deed)

Secured Parties means the Security Trustee, any Receiver, any Delegate and each of the Noteholders from time to time

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Security Assets means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed

Security Period means the period beginning on the date of this Deed and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Loan Note Documents

Security Trust Deed means the security trust deed entered into on or about the date of this Deed between the Parent, the Noteholders and the Security Trustee, as amended from time to time

Security Trustee includes the Security Trustee's successors in title and any successor appointed under the Security Trust Deed

Senior Facilities Agreement means the senior term and revolving facilities agreement to be dated on or around the date of this Deed and made between, (1) Project Aqua Topco Limited as the Parent, (2) Project Aqua Bidco Limited as the Company, (3) the companies listed in part 1 of schedule 1 thereto as the Original Borrowers, (4) the companies listed in part 1 of schedule 1 thereto as the Original Guarantors, (5), GE Corporate Finance Bank SAS, HSBC Bank plc, Investec Bank plc and Lloyds Bank plc as Arrangers, (6) the financial institutions listed in part 2 of schedule 1 thereto as the Original Lenders, (7) Lloyds Bank plc as Agent and (8) Lloyds Bank plc as the Security Agent (as each such term is defined therein) pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers (each term as defined therein).

Senior Facilities Discharge Date has the meaning given to that term in the Intercreditor Agreement

Series B Fixed Rate Secured Note Instrument means the instrument executed by the Parent on or about the date of this Deed constituting up to £14,164,131 12 per cent. Series B Fixed Rate Notes of the Parent, as amended from time to time

Spot Rate of Exchange means the spot rate of exchange of Lloyds Bank plc (or such other bank as the Security Trustee shall nominate) for the purchase of the relevant currency with Sterling in the London foreign exchange market at or about 11.00am on a particular day

Subsidiary means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006

Supplier Financing Arrangements means:

- (a) the supplier finance facility agreement dated 29 May 2013 between Lloyds TSB Commercial Finance Limited and Allied Glass Containers Limited in relation to debts arising from sales to Chivas Brothers Limited
- (b) the supplier finance facility agreement dated 29 May 2013 between Lloyds TSB Commercial Finance Limited and Allied Glass Containers Limited in relation to debts arising from sales to Halewood International Limited;
- (c) the agreement made between Allied Glass Containers Limited and Santander Factoring y Confirming SA EFC in relation to debts arising from sales to Diageo Scotland Limited and
- (d) the agreement between Allied Glass Containers Limited and Prime Revenue, Inc in relation to debts arising from H.J. Henry Company and its Scheduled Affiliates (as defined therein)

1.2 Interpretation

- (a) Unless a contrary indication appears, a reference in this Deed to:
 - (i) clauses are references to clauses of this Deed;
 - (ii) any agreement or instrument is a reference to that agreement or instrument as amended, novated, supplemented or restated (however fundamentally);

- (iii) a provision of law is a reference to a provision of any treaty, legislation, regulation, decree, order or by-law and any secondary legislation enacted under a power given by that provision, as amended, applied or re-enacted or replaced whether before or after the date of this Deed; and
 - (iv) a time of day is a reference to London time.
- (b) Clause and schedule headings are for ease of reference only.
- (c) Words importing the plural shall include the singular and vice versa.
- (d) Unless a contrary indication appears, any reference in this Deed to:
 - (i) a **Charging Company, Company, Security Trustee** or any other **Secured Party** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Trustee, any person for the time being appointed as Security Trustee or Security Trustees in accordance with the Loan Note Documents;
 - (ii) **this Deed, the Intercreditor Agreement, any other Loan Note Document** or any other agreement or instrument shall be construed as a reference to this Deed, the Intercreditor Agreement, such other Loan Note Document or such other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any Group Company or provides for further advances);
 - (iii) **assets** includes any present and future properties, revenues and rights of every description and includes uncalled capital;
 - (iv) **Secured Obligations** includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any Group Company;
- (e) Each undertaking of any Charging Company (other than a payment obligation) contained in this Deed must be complied with at all times during the Security Period and is given by such Charging Company for the benefit of the Security Trustee and each other Secured Party.
- (f) The terms of the other Loan Note Documents and of any side letters between any of the parties thereto in relation to any Loan Note Document are incorporated in this Deed to the extent required to ensure that any disposition of the Real Property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (g) If the Security Trustee reasonably considers that an amount paid by any Charging Company to a Secured Party under a Loan Note Document is capable of being avoided or otherwise set aside on the liquidation or administration of such Charging Company, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- (h) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

1.3 Joint and several

- (a) The liabilities and obligations of each Charging Company under this Deed shall be joint and several. Each Charging Company agrees to be bound by this Deed notwithstanding that any other Charging Company which was intended to sign or be bound by this Deed did not so sign or is not bound by this Deed.
- (b) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

1.4 Inconsistencies

If there is any conflict or inconsistency between any provision of this Deed and any provision of the Intercreditor Agreement, the provision of the Intercreditor Agreement shall prevail.

1.5 Trust

All Security and dispositions made or created and all obligations and undertakings contained in this Deed to, in favour of or for the benefit of the Security Trustee are made, created and entered into in favour of the Security Trustee as trustee for the Secured Parties from time to time on the terms of the Intercreditor Agreement.

1.6 Third party rights

A person who is not a Party shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

2 Covenant to Pay

2.1 Covenant to pay

- (a) Each Charging Company, as principal obligor and not merely as surety, covenants in favour of the Security Trustee that it will pay and discharge the Secured Obligations from time to time when they fall due in accordance with the terms of the relevant Loan Note Document.
- (b) Every payment by a Charging Company of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with the relevant Loan Note Document under which such sum is payable to that Secured Party shall operate in satisfaction to the same extent of the covenant contained in clause 2.1(a).

2.2 Default interest

- (a) Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the rate and in the manner agreed in the Loan Note Documents under which such amount is payable or, in the absence of such agreement, at the Default Rate from time to time.
- (b) Default interest will accrue from day to day on a year of 365 days and will be compounded at such intervals as the Security Trustee states are appropriate.

3 Grant of Security

3.1 Nature of security

All Security and dispositions created or made by or pursuant to this Deed are created or made:

- (a) in favour of the Security Trustee;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (subject to any Permitted Security at the time the relevant charge is created); and
- (c) as continuing security for payment of the Secured Obligations.

3.2 Qualifying floating charge

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

4 Fixed Security

4.1 Fixed charges

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

- (a) by way of legal mortgage:
 - (i) the Real Property (if any) specified in part 1 (Property) of schedule 2; and
 - (ii) all other Real Property (if any) at the date of this Deed vested in, or charged to, such Charging Company (not charged by clause 4.1(a)(i)) and excluding the Excluded Property;
- (b) by way of fixed charge:
 - (i) all other Real Property and all interests in Real Property (not charged by clause 4.1(a));
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land; and
 - (iii) the proceeds of sale of all Real Property,

in each case excluding the Excluded Property;
- (c) by way of fixed charge all plant and machinery (not charged by clause 4.1(a)(i) or 4.1(b)) and the benefit of all contracts, licences and warranties relating to the same;
- (d) by way of fixed charge:
 - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(c)); and
 - (ii) the benefit of all contracts, licences and warranties relating to the same,

other than any which are for the time being part of any Charging Company's stock-in-trade or work-in-progress;

(e) by way of fixed charge:

(i) the Charged Securities referred to in part 2 (Charged Securities) of schedule 2; and

(ii) all other Charged Securities (not charged by clause 4.1(e)(i)),

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

(f) by way of fixed charge:

(i) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts; and

(ii) all accounts of such Charging Company with any bank, financial institution or other person at any time not charged by clause 4.1(f)(i) and all monies at any time standing to the credit of such accounts,

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

(g) by way of fixed charge:

(i) the Intellectual Property (if any) specified in part 4 (Intellectual Property) of schedule 2; and

(ii) all other Intellectual Property (if any) (not charged by clause 4.1(g)(i));

(h) to the extent that any Assigned Asset is not effectively assigned under clause 4.2, by way of fixed charge, such Assigned Asset;

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

(i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of such Charging Company or the use of any of its assets; and

(ii) any letter of credit issued in favour of such Charging Company and all bills of exchange and other negotiable instruments held by it; and

(j) by way of fixed charge all of the goodwill and uncalled capital of such Charging Company.

4.2 Security assignments

With effect from the Senior Facilities Discharge Date each Charging Company assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:

- (a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;
- (b) each of the following:
 - (i) all Insurances specified in part 6 (Insurances) of schedule 2;
 - (ii) all other Insurances (not assigned by clause 4.2(b)(i)),and all claims under the Insurances and all proceeds of the Insurances; and
- (c) all other Receivables (not assigned under clauses 4.2(a) or 4.2(b)),

save that the exercise of all rights and remedies in connection with such Relevant Contracts and/or Insurances, the exercise of any discretions or judgements, the giving of any waivers or consents and the entitlement to all proceeds and claims arising therefrom shall, in the absence of a Declared Default be exercised at the discretion of the applicable Charging Company subject always to the provisions of the Senior Facilities Agreement. To the extent that any Assigned Asset described in this clause 4.2 is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Charging Company to any proceeds of the Insurances.

4.3 Notice of assignment

Immediately following the Senior Facilities Discharge Date, (and as soon as reasonably practicable upon the obtaining of any Insurance or the execution of any Relevant Contract after the date of the Senior Facilities Discharge Date) each Charging Company shall:

- (a) in respect of each Relevant Contract to which it is a party, deliver a duly completed notice of assignment to each other party to that Relevant Contract, and shall use its reasonable endeavours to procure that each such party executes and delivers to the Security Trustee an acknowledgement, in each case in the respective forms set out in schedule 4 (Form of notice to and acknowledgement by party to Relevant Contract) (or in such other form as the Security Trustee shall agree);
- (b) in respect of each of its Insurances, deliver a duly completed notice of assignment to each other party to that Insurance, and shall use its reasonable endeavours to procure that each such party executes and delivers to the Security Trustee an acknowledgement, in each case in the respective forms set out in schedule 5 (Form of notice to and acknowledgement by insurers) (or in such other form as the Security Trustee shall agree); and
- (c) in respect of the Charged Accounts, deliver a duly completed notice to the Account Bank and shall use its reasonable endeavours to procure that the Account Bank executes and delivers to the Security Trustee an acknowledgement, in each case in the respective forms set out in schedule 3 (Form of notice to and acknowledgement from bank operating Security Accounts) (or in such other form as the Security Trustee shall agree).

4.4 Assigned Assets

The Security Trustee is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Deed.

4.5 Intellectual property interests containing prohibition on charging

- (a) Until the relevant consent shall have been obtained, there shall be excluded from the charges created by clause 4.1 (and the further assurance provisions set out in clause 20 (Further Assurances)) any Intellectual Property in which any Charging Company has an interest pursuant to any licence or other agreement, the terms of which either preclude absolutely the relevant Charging Company from creating any security over its interest in such Intellectual Property, or require the consent of any third party prior to the creation of such charge and such consent shall not have been previously obtained (each an **Excluded Intellectual Property Right**).
- (b) With regard to each Excluded Intellectual Property Right, the relevant Charging Company hereby undertakes to use reasonable endeavours to obtain such consent as soon as is reasonably practicable (except where such charge is precluded by the terms of such licence or agreement).

5 Floating Charge

Each Charging Company charges and agrees to charge by way of floating charge, all of its present and future:

- (a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charged or assigned pursuant to clause 4.1 (Fixed charges), 4.2 (Security assignments) or any other provision of this Deed; and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

6 Conversion of Floating Charge

6.1 Conversion by notice

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

- (a) a Declared Default has occurred; or
- (b) the Security Trustee (acting reasonably) considers such Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

6.2 Small companies

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

6.3 Automatic conversion

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

- (a) in relation to any Security Asset which is subject to a floating charge if:
 - (i) such Charging Company creates (or attempts or purports to create) any Security (other than any Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Trustee; or
 - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset;
- (b) over all Security Assets of a Charging Company which are subject to a floating charge if an administrator is appointed in respect of such Charging Company or the Security Trustee receives notice of intention to appoint such an administrator.

6.4 Partial conversion

The giving of a notice by the Security Trustee pursuant to clause 6.1 in relation to any class of assets of any Charging Company shall not be construed as a waiver or abandonment of the rights of the Security Trustee to serve similar notices in respect of any other class of assets or of any other right of the Security Trustee and/or the other Secured Parties.

7 Continuing Security

7.1 Continuing security

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

7.2 Additional and separate security

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

7.3 Right to enforce

This Deed may be enforced against each or any Charging Company without the Security Trustee and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

8 Liability of Charging Companies relating to Security Assets

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

9 Accounts

Following the Senior Discharge Date, no monies at any time standing to the credit of any account (of any type and however designated) of any Charging Company with the Security Trustee and/or the Secured Parties (or any of them) or in which any Charging Company has an interest (and no rights and benefits relating thereto) shall be capable of being assigned to any third party.

10 Representations

10.1 General

Each Charging Company makes the representations and warranties set out in this clause 10 to the Security Trustee and to each other Secured Party.

10.2 Ownership of Security Assets

Each Charging Company is the sole legal and beneficial owner of all the Security Assets identified against its name in schedule 2 (Details of Security Assets).

10.3 No Security Interests

Its Security Assets are, or when acquired will be, beneficially owned by such Charging Company free from any Security other than:

- (a) as created by this Deed; and
- (b) as permitted by the Senior Facilities Agreement.

10.4 Real Property

In relation to the Real Property, part 1 (Property) of schedule 2 identifies all freehold and leasehold Real Property (other than Excluded Property) which is beneficially owned by each Charging Company as at the date of this Deed.

10.5 Charged Securities

The Charged Securities are fully paid and the Charged Securities listed in part 2 (Charged Securities) of schedule 2 constitute the entire share capital owned by each Charging Company in the relevant company.

10.6 Time when representations made

- (a) All the representations and warranties in this clause 10 are made by each Charging Company on the date of this Deed and (except for those contained in clause 10.4 and 10.5 are also deemed to be made by each Charging Company:
 - (i) on the first day of each Interest Period under each Loan Note Instrument; and
 - (ii) (in the case of a company that accedes to the terms of this Deed pursuant to an Accession Deed) on the day on which it becomes a Charging Company.
- (b) Each representation or warranty deemed to be made after the date of this Deed shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

11 Undertakings by the Charging Companies

11.1 Restrictions on dealing

- (a) Unless expressly permitted to do so under the Senior Facilities Agreement, no Charging Company shall do (or agree to do) any of the following without the prior written consent of the Security Trustee create or permit to subsist any Security on any Security Asset except where such interest is constituted by a Permitted Security;
- (b) Unless expressly permitted to do so under the Senior Facilities Agreement, no Charging Company shall do (or agree to do) any of the following without the prior written consent of the Security Trustee:
 - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by a Charging Company or any other Group Company;
 - (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - (iii) enter into any arrangement under which monies or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
 - (iv) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset,

except where such interest is constituted by a Permitted Security;
- (c) Unless expressly permitted to do so under the Senior Facilities Agreement, no Charging Company shall do (or agree to do) any of the following without the prior written consent of the Security Trustee sell, transfer, lend, lease or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except for a Permitted Disposal.

11.2 Security Assets generally

Each Charging Company shall:

- (a) notify the Security Trustee within 14 days of receipt of every material notice, order, application, requirement or proposal given or made in relation to the Security Assets by any competent authority, and (if required by the Security Trustee):
 - (i) promptly provide it with a copy of the same; and
 - (ii) either (A) comply with such notice, order, application, requirement or proposal or (B) make such objections to the same as the Security Trustee may require or approve;
- (b) pay all rates, rents and other outgoings owed by it in respect of the Security Assets;
- (c) comply with:

- (i) all obligations in relation to the Security Assets under any present or future regulation or requirement of any competent authority or any Authorisations; and
- (ii) all covenants and obligations affecting any Security Asset (or its manner of use),

where failure to do so has or is reasonably likely to have a Material Adverse Effect;

- (d) not, except with the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed) enter into any onerous or restrictive obligation affecting any Security Assets (except as expressly permitted under the Senior Facilities Agreement);
- (e) provide the Security Trustee with all information which it may reasonably request in relation to the Security Assets; and
- (f) not do, cause or permit to be done anything which may to a material extent depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect).

11.3 Deposit of documents and notices

Following the Senior Facilities Discharge Date, each Charging Company shall:

- (a) unless the Security Trustee otherwise confirms in writing (and without prejudice to clause 11.14(a)), deposit with the Security Trustee:
 - (i) all deeds and documents of title relating to the Security Assets; and
 - (ii) all local land charges, land charges and HM Land Registry search certificates and similar documents received by or on behalf of a Charging Company,
 (each of which the Security Trustee may hold throughout the Security Period); and
- (b) promptly on request by the Security Trustee, affix to any plant, machinery, fixtures, fittings and other assets for the time being owned by it (in a prominent position) a durable notice of this Deed (in any form required by the Security Trustee (acting reasonably)).

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

- (a) Each Charging Company shall notify the Security Trustee promptly before contracting to purchase any estate or interest in any freehold or leasehold property.
- (b) Each Charging Company shall, in respect of any freehold or leasehold Real Property (other than Excluded Property) which is acquired by it after the date of this Deed, the title which is registered at HM Land Registry or the title to which is required to be so registered:
 - (i) give HM Land Registry written notice of this Deed; and
 - (ii) procure that notice of this Deed is clearly noted in the Register to each such title.

11.5 Real Property undertakings - maintenance

- (a) Each Charging Company shall maintain all buildings and erections forming part of the Security Assets in a good state of repair.
- (b) No Charging Company shall, except with the prior written consent of the Security Trustee (such consent not to be unreasonably withheld) or as expressly permitted under the Senior Facilities Agreement:
 - (i) confer on any person any lease or tenancy of any of the Real Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power);
 - (ii) confer on any person any right or licence to occupy any land or buildings forming part of the Real Property; or
 - (iii) grant any licence to assign or sub-let any part of the Real Property.
- (c) No Charging Company shall carry out any development within the meaning of the Planning Acts in or upon any part of the Real Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure of, or a change of use of, any part of the Real Property, without first obtaining the written consent of the Security Trustee.
- (d) No Charging Company shall do, or knowingly permit to be done, anything as a result of which any lease may be liable to forfeiture or otherwise be determined.
- (e) Each Charging Company shall permit the Security Trustee and any person nominated by it at all reasonable times with reasonable notice to enter any part of the Real Property and view the state of it.

11.6 Real Property undertakings - title investigation

- (a) Following an Event of Default which is continuing, each Charging Company shall grant the Security Trustee on reasonable request all reasonable facilities within the power of such Charging Company to enable the Security Trustee (or its lawyers) to carry out investigations of title to the Real Property (excluding the Excluded Property) and to make all enquiries in relation to any part of the Real Property (excluding the Excluded Property) which a prudent mortgagee might carry out. Those investigations shall be carried out at the expense of such Charging Company.
- (b) As soon as reasonably possible upon demand by the Security Trustee following an Event of Default which is continuing, each Charging Company shall at its own expense provide the Security Trustee with a report as to title of such Charging Company to its Real Property (excluding the Excluded Property) (concerning those items which may properly be sought to be covered by a prudent mortgagee in a lawyer's report of this nature).

11.7 Insurance

- (a) Each Charging Company shall (and the Parent shall ensure that each other member of the Group will) maintain insurances on and in relation to its business and assets against those risks and to the extent as is usual for companies carrying on the same or substantially similar business.

- (b) All insurances must be with reputable independent insurance companies or underwriters.
- (c) If at any time any Charging Company defaults in:
 - (i) effecting or keeping up the insurances referred to in this clause; or
 - (ii) producing any insurance policy or receipt to the Security Trustee on demand,

the Security Trustee may (without prejudice to its rights under clause 12 (Power to Remedy)) take out or renew such policies of insurance in any sum which the Security Trustee may reasonably think expedient. All monies which are expended by the Security Trustee in doing so shall be deemed to be properly paid by the Security Trustee and shall be reimbursed by such Charging Company on demand.
- (d) Each Charging Company shall notify the Security Trustee if any claim arises or may be made under the Insurances with a value in excess of £250,000.
- (e) Each Charging Company shall, subject to the rights of the Security Trustee under clause 11.7(f), diligently pursue its rights under the Insurances.
- (f) Following the Senior Facilities Discharge Date, in relation to the proceeds of Insurance:
 - (i) the Security Trustee shall be loss payee under and have the sole right to settle or sue for any such claim and to give any discharge for Insurance monies; and
 - (ii) all claims and monies received or receivable under any Insurances shall (subject to the rights or claims of any lessor or landlord of any part of the Security Assets) be applied in repairing, replacing, restoring or rebuilding the property damaged or destroyed,

or in each case after the occurrence of a Declared Default in permanent reduction of the Secured Obligations in accordance with the Intercreditor Agreement.

11.8 Intellectual Property

Each Charging Company shall:

- (a) preserve and maintain the subsistence and validity of the Intellectual Property necessary for the business of the relevant Group Company other than in relation to a Permitted Disposal;
- (b) use reasonable endeavours to prevent any infringement in any material respect of the Intellectual Property;
- (c) make registrations and pay all registration fees and taxes necessary to maintain the Intellectual Property in full force and effect and record its interest in that Intellectual Property;
- (d) not use or permit the Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of the Intellectual Property or imperil the right of any Group Company to use such property; and

- (e) not discontinue the use of the Intellectual Property,

where failure to do so (in the case of clauses 11(a) to 11(c) above) or (in the case of clauses 11(d) and 11(e) above) such use, permission to use, omission or discontinuation is reasonably likely to have a Material Adverse Effect.

11.9 Dealings with and realisation of Receivables and Collection Accounts

- (a) Following the Senior Facilities Discharge Date, each Charging Company shall:
 - (i) without prejudice to clause 11.1 (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Trustee, sell, assign, charge, factor or discount or in any other manner deal with any Receivable;
 - (ii) collect all Receivables promptly in the ordinary course of trading as agent for the Security Trustee; and
 - (iii) immediately upon receipt pay all monies which it receives in respect of the Receivables into:
 - (A) the account specified against its name in part 3 (Charged Accounts) of schedule 2 as a Collection Account;
 - (B) such specially designated account(s) as the Security Trustee may from time to time direct; or
 - (C) such other account(s) with such other bank as the Security Trustee may from time to time direct,

(each such account(s) together with all additions to or renewals or replacements thereof (in whatever currency) being a "Collection Account"); and
 - (iv) pending such payment, hold all monies so received upon trust for the Security Trustee.
- (b) Following a Declared Default, each Charging Company shall deal with the Receivables (both collected and uncollected) and the Collection Accounts in accordance with any directions given in writing from time to time by the Security Trustee and, in default of and subject to such directions, in accordance with this Deed.

11.10 Operation of Collection Accounts

Following the Senior Facilities Discharge Date, upon the occurrence of a Declared Default, no Charging Company shall withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Collection Account without the prior written consent of the Security Trustee, and the Security Trustee shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer.

11.11 Account Bank and notices

- (a) The initial Account Bank is Lloyds Bank plc.

- (b) Following the Senior Facilities Discharge Date, where any Charged Account of any Charging Company is not maintained with the Security Trustee, the relevant Charging Company shall deliver to the relevant Account Bank a duly completed notice and procure that such Account Bank executes and delivers to the Security Trustee an acknowledgement, in each case in the respective forms set out in schedule 3 (Form of notice to and acknowledgement from bank operating Security Accounts).

11.12 Change of Account Bank

- (a) Following the Senior Facilities Discharge Date, the Account Bank may only be changed to another bank or financial institution with the consent of the Security Trustee.
- (b) A change only becomes effective when the proposed new Account Bank agrees with the Security Trustee and the relevant Chargors (in a manner satisfactory to the Security Trustee) to fulfil the role of the Account Bank under this Deed.
- (c) If there is a change of Account Bank, the net amount (if any) standing to the credit of the relevant Charged Accounts maintained with the old Account Bank will be transferred to the corresponding Charged Accounts maintained with the new Account Bank immediately upon the appointment taking effect. By this Deed each Chargor irrevocably gives all authorisations and instructions necessary for any such transfer to be made.
- (d) Each Chargor shall take any action which the Security Trustee requires to facilitate a change of Account Bank and any transfer of credit balances (including the execution of bank mandate forms) and irrevocably appoints the Security Trustee as its attorney to take any such action if it should fail to do so.

11.13 Charged Investments - protection of security

- (a) Each Charging Company shall, following the Senior Facilities Discharge Date, or (if later) as soon as is practicable after its acquisition of any Charged Securities after the Senior Facilities Discharge Date, by way of security for the Secured Obligations:
 - (i) deposit with the Security Trustee (or as the Security Trustee may direct) all certificates and other documents of title or evidence of ownership to the Charged Securities and their Related Rights; and
 - (ii) execute and deliver to the Security Trustee:
 - (A) Instruments of transfer in respect of the Charged Securities (executed in blank and left undated); and/or
 - (B) such other documents as the Security Trustee shall require to enable it (or its nominees) to be registered as the owner of or otherwise to acquire a legal title to the Charged Securities and their Related Rights (or to pass legal title to any purchaser).
- (b) Each Charging Company shall:
 - (i) promptly give notice to any custodian of any agreement with such Charging Company in respect of any Charged Investment in a form the Security Trustee may require; and

- (ii) use its reasonable endeavours to ensure that the custodian acknowledges that notice in a form the Security Trustee may require.
- (c) Each Charging Company shall promptly pay all calls or other payments which may become due in respect of its Charged Investments.
- (d) No Chargor shall nominate another person to enjoy or exercise all or any of its specified rights in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise.
- (e) Without limiting its obligations under clause 11.2(e), each Charging Company shall comply with all requests for information within its knowledge relating to the Charged Investments which are made under section 793 of the Companies Act 2006 and, if it fails to do so, the Security Trustee may provide such information as it may have on behalf of such Charging Company.

11.14 Rights of the Parties in respect of Charged Investments

- (a) Until a Declared Default occurs, each Charging Company shall be entitled to:
 - (i) receive and retain all dividends, distributions and other monies paid on or derived from its Charged Securities; and
 - (ii) exercise all voting and other rights and powers attaching to its Charged Securities, provided that it must not do so in a manner which:
 - (A) has the effect of changing the terms of such Charged Securities (or any class of them) or of any Related Rights unless permitted by the Loan Note Documents; or
 - (B) is prejudicial to the interests of the Security Trustee and/or the other Secured Parties.
- (b) At any time after the Senior Facilities Discharge Date and following the occurrence of a Declared Default, the Security Trustee may complete the instrument(s) of transfer for all or any Charged Securities on behalf of any Charging Company in favour of itself or such other person as it may select.
- (c) At any time when any Charged Security is registered in the name of the Security Trustee or its nominee, the Security Trustee shall be under no duty to:
 - (i) ensure that any dividends, distributions or other monies payable in respect of such Charged Security are duly and promptly paid or received by it or its nominee;
 - (ii) verify that the correct amounts are paid or received; or
 - (iii) take any action in connection with the taking up of any (or any offer of any) Related Rights in respect of or in substitution for, any such Charged Security.

11.15 Relevant Contracts

- (a) No Charging Company shall, except as permitted under the Senior Facilities Agreement, or with the prior written consent of the Security Trustee, amend or waive any term of any Relevant Contract, terminate any Relevant Contract or release any

other party from its obligations under any Relevant Contract where such action would contravene the provisions of the Senior Facilities Agreement or the Intercreditor Agreement.

- (b) Each Charging Company shall duly perform its obligations under each Relevant Contract, shall notify the Security Trustee of any material default by it or any other party of which it becomes aware under any Relevant Contract and shall not take any action which will materially reduce or impede recoveries in respect of any Assigned Asset.
- (c) Each Charging Company shall provide to the Security Trustee as soon as reasonably practicable upon receipt copies of all notices and information received by it from any other party to any Relevant Contract.

11.16 Equipment

Each Charging Company shall maintain in good working order and condition (ordinary wear and tear excepted) all of its assets necessary in the conduct of its business to the extent that a prudent owner of a similar business would preserve such assets.

12 Power to Remedy

12.1 Power to remedy

If at any time a Charging Company does not comply with any of its obligations under this Deed, the Security Trustee (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. The relevant Charging Company irrevocably authorises the Security Trustee and its employees and agents by way of security to do all things (including entering the property of such Charging Company) which are necessary to rectify that default.

12.2 Mortgagee in possession

The exercise of the powers of the Security Trustee under this clause 12 shall not render it or any other Secured Party liable as a mortgagee in possession.

12.3 Monies expended

The relevant Charging Company shall pay to the Security Trustee promptly on demand any monies which are expended by the Security Trustee in exercising its powers under this clause 12, together with interest at the Default Rate from the date on which those monies were expended by the Security Trustee (both before and after judgment) and otherwise in accordance with clause 2.2 (Default interest).

13 When Security becomes Enforceable

13.1 When enforceable

This Debenture Security shall become immediately enforceable upon the occurrence of a Declared Default.

13.2 Statutory powers

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of a Declared Default.

13.3 Enforcement

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

14 Enforcement of Security

14.1 General

For the purposes of all rights and powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to the Debenture Security. The statutory powers of leasing conferred on the Security Trustee are extended so as to authorise the Security Trustee to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Trustee may think fit and without the need to comply with section 99 or 100 of the Act.

14.2 Powers of the Security Trustee

- (a) At any time after the Debenture Security becomes enforceable (or if so requested by any Charging Company by written notice at any time), the Security Trustee may without further notice (unless required by law):
 - (i) appoint any person (or persons) to be a receiver, receiver and manager or (if permissible by law) an administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or
 - (ii) appoint or apply for the appointment of any person who is appropriately qualified as administrator of a Charging Company; and/or
 - (iii) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or
 - (iv) exercise (in the name of any Charging Company and without any further consent or authority of such Charging Company) any voting rights and any powers or rights which may be exercised by the person(s) in whose name the Charged Investments are registered, or who is the holder of any of them.
- (b) The Security Trustee is not entitled to appoint a Receiver in respect of any Security Assets of any Charging Company which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of such Charging Company.

14.3 Redemption of prior mortgages

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

- (a) redeem any prior Security against any Security Asset; and/or

- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of the holder of any prior Security and any accounts so settled and passed shall be conclusive and binding on each Charging Company.

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

14.4 Privileges

- (a) Each Receiver and the Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.
- (b) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of any Charging Company under this Deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)) each Receiver and the Security Trustee shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- (c) For the purpose of clause 14.4(b) above, the value of the financial collateral appropriated shall be such amount as the Receiver or Security Trustee reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

14.5 No liability

- (a) Neither the Security Trustee, any other Secured Party nor any Receiver shall be liable:
 - (i) in respect of all or any part of the Security Assets; or
 - (ii) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).
- (b) Without prejudice to the generality of clause 14.5(a), neither the Security Trustee, any other Secured Party nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

14.6 Protection of third parties

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

- (a) whether the Secured Obligations have become payable; or

- (b) whether any power which the Security Trustee or the Receiver is purporting to exercise has become exercisable; or
- (c) whether any money remains due under any Loan Note Document; or
- (d) how any money paid to the Security Trustee or to the Receiver is to be applied.

15 Receiver

15.1 Removal and replacement

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

15.2 Multiple Receivers

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

15.3 Remuneration

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

15.4 Payment by Receiver

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

15.5 Agent of Charging Companies

Any Receiver shall be the agent of the Charging Company in respect of which it is appointed. Such Charging Company shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. No Secured Party shall incur any liability (either to such Charging Company or to any other person) by reason of the appointment of a Receiver or for any other reason.

16 Powers of Receiver

16.1 General powers

Any Receiver shall have:

- (a) all the powers which are conferred on the Security Trustee by clause 14.2 (Powers of the Security);
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act;

- (c) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986; and
- (d) all powers which are conferred by any other law conferring power on receivers.

16.2 Additional powers

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

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;
- (b) to manage the Security Assets and the business of any Charging Company as he thinks fit;
- (c) to redeem any Security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act. Fixtures may be severed and sold separately from the Real Property containing them, without the consent of any Charging Company. The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party). Any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;
- (e) to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which any Charging Company was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land);
- (f) to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the relevant Charging Company and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, such Charging Company;
- (g) to take any such proceedings (in the name of any of the relevant Charging Companies or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- (h) to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- (i) to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as the Security Trustee shall direct);

- (j) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm);
- (k) to form one or more Subsidiaries of any Charging Company, and to transfer to any such Subsidiary all or any part of the Security Assets;
- (l) to operate any rent review clause in respect of any Real Property in respect of which he was appointed (or any part thereof) and to apply for any new or extended lease; and
- (m) to:
 - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset;
 - (ii) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets; and
 - (iii) use the name of any Charging Company for any of the above purposes.

17 Application of Proceeds

17.1 Application

Subject to the terms of the Intercreditor Agreement, all monies received by the Security Trustee or any Receiver after the Debenture Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Debenture Security) be applied in the following order:

- (a) first, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made by the Security Trustee, any other Secured Party or any Receiver or Delegate and of all remuneration due to the Receiver in connection with this Deed or the Security Assets;
- (b) secondly, in or towards satisfaction of the remaining Secured Obligations in accordance with the Intercreditor Agreement; and
- (c) thirdly, in payment of any surplus to any Charging Company or other person entitled to it.

17.2 Contingencies

If the Debenture Security is enforced at a time when no amounts are due under the Loan Note Documents (but at a time when amounts may become so due), the Security Trustee or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account.

17.3 Appropriation, Intercreditor Agreement and suspense account

- (a) Subject to the Intercreditor Agreement and clause 17.1, the Security Trustee shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine.

- (b) Any such appropriation shall override any appropriation by any Charging Company.
- (c) All monies received, recovered or realised by the Security Trustee under or in connection with this Deed may at the discretion of the Security Trustee be credited to a separate interest-bearing suspense account for so long as the Security Trustee determines (with interest accruing thereon at such rate (if any) as the Security Trustee usually grants for accounts of that size and nature) without the Security Trustee having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations.

18 Set-Off

18.1 Set-off

- (a) The Security Trustee and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by any Charging Company and unpaid (whether under the Loan Note Documents or which has been assigned to the Security Trustee or such other Secured Party by any other Charging Company) against any obligation (whether or not matured) owed by the Security Trustee or such other Secured Party to such Charging Company, regardless of the place of payment, booking branch or currency of either obligation.
- (b) At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 18.1(a)), the Security Trustee and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by a Charging Company under any Loan Note Documents against any obligation (whether or not matured) owed by the Security Trustee or such other Secured Party to such Charging Company, regardless of the place of payment, booking branch or currency of either obligation.
- (c) If the obligations are in different currencies, the Security Trustee or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (d) If either obligation is unliquidated or unascertained, the Security Trustee or such other Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation.

18.2 Time deposits

Without prejudice to clause 18.1, if any time deposit matures on any account which any Charging Company has with the Security Trustee or any other Secured Party at a time within the Security Period when:

- (a) this Debenture Security has become enforceable; and
- (b) no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Security Trustee or such other Secured Party in its absolute discretion considers appropriate unless the Security Trustee or such other Secured Party otherwise agrees in writing.

19 Delegation

Each of the Security Trustee and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by it under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Security Trustee nor any Receiver shall be in any way liable or responsible to any Charging Company for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

20 Further Assurances

20.1 Further action

Each Charging Company shall, at its own expense, promptly take whatever action the Security Trustee or a Receiver may reasonably require for:

- (a) creating, perfecting or protecting the Security intended to be created by this Deed and any other Loan Note Security Document;
- (b) facilitating the realisation of any Security Asset;
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Trustee, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Loan Note Documents or by law; or
- (d) creating and perfecting Security in favour of the Security Trustee or the Secured Parties over any property and assets of such Charging Company located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to this Deed or any other Loan Note Security Document.

This includes:

- (e) the re-execution of this Deed or such Loan Note Security Document;
- (f) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Trustee or to its nominee; and
- (g) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Trustee may think expedient.

20.2 Loan Note Documents

Each Charging Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Trustee or the Secured Parties by or pursuant to the Loan Note Documents.

20.3 Specific security

Without prejudice to the generality of clause 20.1, each Charging Company will immediately upon request by the Security Trustee execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security

under this Deed (including any fixed security arising or intended to arise pursuant to clause 6 (Conversion of Floating Charge)).

21 Power of Attorney

Each Charging Company, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any Delegate to be its attorney to take any action whilst an Event of Default is continuing or enforcement of the Debenture Security has occurred which such Charging Company is obliged to take under this Deed, including under clause 20 (Further Assurances) or, if no Event of Default is continuing, which such Charging Company has failed to take. Each Charging Company ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

22 Currency Conversion

All monies received or held by the Security Trustee or any Receiver under this Deed may be converted from their existing currency into such other currency as the Security Trustee or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the spot rate of exchange. Each Charging Company shall indemnify the Security Trustee against all costs, charges and expenses incurred in relation to such conversion. Neither the Security Trustee nor any Receiver shall have any liability to any Charging Company in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

23 Changes to the Parties

23.1 Charging Companies

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

23.2 Security Trustee

The Security Trustee may assign or transfer all or any part of its rights under this Deed pursuant to the resignation or removal of the Security Trustee in accordance with the Intercreditor Agreement. Each Charging Company shall, immediately upon being requested to do so by the Security Trustee, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

23.3 Accession Deed

Each Charging Company:

- (a) consents to new Subsidiaries of the Parent becoming Charging Companies; and
- (b) irrevocably authorises the Parent to agree to, and execute as a deed, any duly completed Accession Deed as agent and attorney for and on behalf of such Charging Company.

24 Miscellaneous

24.1 New accounts

- (a) If the Security Trustee or any other Secured Party receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security (other than a Permitted Security) affecting any Security Asset and/or the proceeds of sale of

any Security Asset or any guarantee under the Loan Note Documents ceases to continue in force, it may open a new account or accounts for any Charging Company. 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 deemed to have received such notice.

- (b) As from that time all payments made to the Security Trustee or such other Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

24.2 Tacking

- (a) Each Noteholder shall perform its obligations under the Loan Note Documents (including any obligation to make available further advances).
- (b) This Deed secures advances already made and further advances to be made.

24.3 Articles of association

Each Charging Company certifies that the Debenture Security does not contravene any of the provisions of the articles of association of such Charging Company.

24.4 Land Registry

- (a) Each Charging Company shall apply to the Chief Land Registrar (and consents to such an application being made by or on behalf of the Security Trustee for a restriction in the following terms to be entered on the Register of Title relating to any property registered at the Land Registry (or any unregistered land subject to first registration) and against which this Deed may be noted:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [♦ 20 ♦] in favour of [Alan Henderson] as Security Trustee for the Secured Parties referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer."

- (b) Each Charging Company:
 - (i) authorises the Security Trustee to make any application which the Security Trustee deems appropriate for the designation of this Deed, or any other Loan Note Document as an exempt information document under rule 136 of the Land Registration Rules 2003;
 - (ii) shall use its best endeavours to assist with any such application made by or on behalf of the Security Trustee; and
 - (iii) shall notify the Security Trustee in writing as soon as it receives notice of any person's application under rule 137 of the Land Registration Rules 2003 for the disclosure of this Deed, or any other Loan Note Document following its designation as an exempt information document.
- (c) No Charging Company shall make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document.

- (d) Each Charging Company shall promptly make all applications to and filings with the Land Registry which are necessary or desirable under the Land Registration Rules 2003 to protect the Debenture Security.

24.5 Protective clauses

Each Charging Company is deemed to be a principal debtor in relation to this Deed. The obligations of each Charging Company under, and the security intended to be created by, this Deed shall not be impaired by any forbearance, neglect, indulgence, extension of time, release, surrender or loss of securities, dealing, amendment or arrangement by any Secured Party which would otherwise have reduced, released or prejudiced this Debenture Security or any surety liability of a Charging Company (whether or not known to it or to any Secured Party).

25 Notices

- 25.1 Subject to clause 25.2 any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:

- (a) if by way of fax, when received in legible form; or
- (b) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

- 25.2 Any communication or document to be made or delivered to the Security Trustee will be effective only when actually received by the Security Trustee and then only if it is expressly marked for the attention of the department or officer identified with the Security Trustee's signature below (or any substitute department or officer as the Security Trustee shall specify for this purpose).

- 25.3 The address and fax numbers of each Party for all communications or documents given under or in connection with this Deed are those identified with its name in the execution pages to this Deed or subsequently notified from time to time by the relevant Party for the purposes of this Deed.

- 25.4 All communications and documents from the Charging Companies shall be sent through the Parent and all communications and documents to the Charging Companies may be sent through the Parent.

- 25.5 Any communication or document made or delivered to the Parent in accordance with this clause 25 will be deemed to have been made or delivered to each of the Charging Companies.

26 Calculations and Certificates

Any certificate of or determination by a Secured Party or the Security Trustee specifying the amount of any Secured Obligation due from the Charging Companies (including details of any relevant calculation thereof) is, in the absence of manifest error, conclusive evidence against the Charging Companies of the matters to which it relates.

27 Partial Invalidity

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of

any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

28 Remedies and Waivers

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

29 Amendments and Waivers

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

30 Counterparts

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

31 Release

31.1 Release

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

31.2 Reinstatement

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

32 Governing Law

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

Executed as a deed by the parties or their duly authorised representatives on the date of this Deed.

Schedule 1

Original Charging Companies

Company name	Company number
Allied Glass Group Limited ✓	07258554
Project Magnum (Bidco) Limited ✓	07321610
Allied Glass Holdings Limited ✓	04569074
Allied Glass Containers Limited ✓	03846688
Project Aqua Topco Limited ✓	08693589
Project Aqua Bidco Limited ✓	08693650
Lax & Shaw Limited ✓	00127795
Gregg & Company (Knottingley) Limited ✓	00213651

Schedule 2

Details of Security Assets

Part 1 - Property

Registered land				
Charging Company	Address	Administrative Area		Title number
Lax & Shaw Limited	Land and buildings on the north side of South Accommodation Road, Leeds	West Yorkshire: Leeds		WYK732275
Gregg & Company (Knottingley) Limited	Land and buildings on the north east side of Fernley Green Road, Knottingley	West Yorkshire: Wakefield		WYK731631
Gregg & Company (Knottingley) Limited	Land lying to the north of Fernley Green Road, Knottingley	West Yorkshire: Wakefield		WYK736199 (title possessory)
Lax & Shaw Limited	Lease of land and buildings on the north side of South Accommodation Road, Leeds (also known as land at Sayner Lane)	West Yorkshire: Leeds		WYK732277
None				
Unregistered land				
Charging Company	Address	Document describing the Property		
		Date	Document	Parties
None				

Part 2 - Charged Securities

Charging Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Project Aqua Topco Limited	Project Aqua Bidco Limited	Ordinary - £1.00	1	£1.00
Project Aqua Bidco Limited	From the Closing Date, Allied Glass Group Limited	Ordinary – £0.01	73,950,832	£739,508.32
Allied Glass Group Limited	Project Magnum (Bidco) Limited	Ordinary £0.01	41,391,404	£413,914.04
Project Magnum (Bidco) Limited	Allied Glass Holdings Limited	Ordinary £1.00	983,333	£983,333
Allied Glass Holdings Limited	Allied Glass Containers Limited	Ordinary £1.00	28	£28
Allied Glass Containers Limited	Lax & Shaw Limited	Ordinary £1.00	80,800	£80,800
Allied Glass Containers Limited	Gregg & Company (Knottingley) Limited	Ordinary £1.00	782,600	£782,600

Part 3 - Charged Accounts

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Allied Glass Containers Limited	06003116	Bank of Scotland plc	Bank of Scotland, Leeds – 4th Floor, 33 Old Broad Street, London EC2N 1HZ Sort code: 12-08-83
Allied Glass Containers Limited	59110883	Bank of Scotland plc	Bank of Scotland, Payment Services, Princes House, PO Box 25044, 50 West Campbell Street, Glasgow G2 6YJ Sort code: 30-96-34
Allied Glass Containers Limited	06003853	Bank of Scotland plc	Bank of Scotland, Leeds – 4th Floor, 33 Old Broad Street, London EC2N 1HZ Sort code: 12-08-83
Allied Glass Holdings Limited	06003095	Bank of Scotland plc	Bank of Scotland, Leeds – 4th Floor, 33 Old Broad Street, London EC2N 1HZ Sort code: 12-08-83
Allied Glass Group Limited	06078388	Bank of Scotland plc	Bank of Scotland, Leeds – 4th Floor, 33 Old Broad Street, London EC2N 1HZ Sort code: 12-08-83
Project Magnum (Bidco) Limited	06078396	Bank of Scotland plc	Bank of Scotland, Leeds – 4th Floor, 33 Old Broad Street, London EC2N 1HZ Sort code: 12-08-83
Project Magnum (Bidco) Limited	00061313	Lloyds Bank plc	Lloyds Bank plc, 6-7 Park Row, Leeds, LS1 1NX Sort code: 30-00-05
Project Magnum (Bidco) Limited - Holding account	00061410	Lloyds Bank plc	Lloyds Bank plc, 6-7 Park Row, Leeds, LS1 1NX Sort code: 30-00-05
Allied Glass Containers Limited	64760816	HSBC Bank plc	HSBC, PO Box 105 33 Park Row Leeds LS1 1LD Sort code: 40-27-15

Collection Accounts

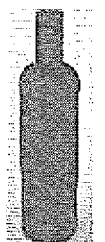
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Allied Glass Containers Limited	73414180	HSBC Bank plc	HSBC Yorkshire CBC, 8 Canada Square London E14 5HQ Sort code: 40-05-15

Part 4 - Intellectual Property

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
Allied Glass Containers Limited	009199969	CTM - Registered	21	GICEL

Part 4B - Patents		
Proprietor/ADP number	Patent number	Description
None		

Part 4C - Registered Designs						
Country	Design	No.	Filing Date	Pub. Date	Renewal Date	Indication of product
Community Design		001682766-0001	17-Mar-2010	25-Mar-2013	17-Mar-2013	Bottles.
Community Design		001682766-0002	17-Mar-2010	25-Mar-2013	17-Mar-2013	Bottles.

Community Design		001682766-0003	17-Mar-2010	25-Mar-2013	17-Mar-2013	Bottles.
Community Design		001682766-0004	17-Mar-2010	25-Mar-2013	17-Mar-2013	Bottles.
Community Design		001682766-0005	17-Mar-2010	25-Mar-2013	17-Mar-2013	Bottles.

Part 4D - Domain Names		
Domain Name	Owner	Expiry Date
allied-glass.co.uk	Deepblue-Digital, South Accommodation Road, Leeds, West Yorkshire, LS10 1NQ	02/02/2014
allied-glass.com	Allied Glass Containers Ltd, South Accommodation Road, Leeds	15/03/2014

Part 5 - Relevant Contracts

Charging Company	Date of Relevant Contract	Parties	Details of Relevant Contract
Project Aqua (Bidco) Limited	On or around the date hereof	(1) Project Aqua Bidco Limited (2) Andrew Spencer, Brian McMillan, Alan Henderson, Richard Summers, Philip Morris, James McLean, John Naughton, James Wilde, James Hart, Barclays Industrial Investments Limited, Clink Street Nominees Limited, Equistone Partners Europe Fund III 'A' LP, Equistone Partners Europe Fund III 'B' LP, Equistone Partners Europe Fund III 'D' LP, Equistone Partners Europe Fund III 'E' LP, Equistone Partners Europe Fund III 'F' LP, Equistone Partners Europe Fund III 'G' LP, Equistone Founder Partner III LP and Eurovent III	Sale and Purchase Agreement

Part 6 - Insurances

Charging Company	Insurer	Policy number
Allied Glass Group Limited	ACE European Group Limited	UKDAOO20654113
Allied Glass Group Limited	ACE European Group Limited	UKFINC66047
Allied Glass Group Limited	AIG Europe Limited	42705910
Allied Glass Group Limited	AIG Europe Limited	24633047
Allied Glass Group Limited	AIG Europe Limited	0015861218
Allied Glass Group Limited	Axa Insurance Plc	LS CMB 684 8807
Allied Glass Group Limited	Axa Insurance Plc	LS/FLE/6848204
Allied Glass Group Limited	Liberty Mutual Insurance Europe Limited	LEAACKCU004/LEAACKCJ004
Allied Glass Holdings Limited	Royal & Sun Alliance Insurance plc	EP11983/3
Allied Glass Group Limited	Royal & Sun Alliance Insurance plc	CP17421
Allied Glass Group Limited	Royal & Sun Alliance Insurance plc	CP17422

Schedule 3

Form of Notice to and Acknowledgement from Bank Operating Security Accounts

To: [Name and address of Account Bank]

Dated: ♦

Dear Sirs

Re: Account Holder: ♦ (Charging Companies)

Security Account Nos: ♦ (Security Account[s])

Account Branch: ♦

2 We give notice that, by a composite debenture dated ♦ 20♦ (Debenture), we have charged to Alan Henderson (Security Trustee) as Security Trustee for certain banks and others (as specified in the Debenture) all our present and future right, title and interest in and to:

- (a) the Security Accounts, all monies from time to time standing to the credit of the Security Accounts and all additions to or renewals or replacements thereof (in whatever currency); and
- (b) any other account from time to time maintained with you by each Charging Company and all monies at any time standing to the credit of such accounts,

(together **Charged Accounts**) and to all interest from time to time accrued or accruing on the Charged Accounts, any investment made out of any such monies or account and all rights to repayment of any of the foregoing by you.

3 We advise you that, under the terms of the Debenture we are entitled to withdraw monies from the Charged Accounts until you are notified otherwise by the Security Trustee.

4 We irrevocably authorise and instruct you from time to time:

- (a) unless the Security Trustee so instructs you otherwise in writing, to permit withdrawals from the Charged Accounts;
- (b) upon written instruction from the Security Trustee to hold all monies from time to time standing to the credit of the Charged Accounts, to the order of the Security Trustee;
- (c) to pay all or any part of the monies standing to the credit of the Charged Accounts to the Security Trustee (or as it may direct) promptly following receipt of written instructions from the Security Trustee to that effect; and
- (d) to disclose to the Security Trustee such information relating to the Charging Companies and the Charged Accounts as the Security Trustee may from time to time request you to provide.

- 5 We agree that you are not bound to enquire whether the right of the Security Trustee to withdraw any monies from any Charged Account has arisen or be concerned with:
- (a) the propriety or regularity of the exercise of that right; or
 - (b) notice to the contrary; or
 - (c) to be responsible for the application of any monies received by the Security Trustee.
- 6 This notice may only be revoked or amended with the prior written consent of the Security Trustee.
- 7 Please confirm by completing the enclosed copy of this notice and returning it to the Security Trustee (with a copy to the Parent) that:
- (a) you accept the authorisations and instructions contained in this notice and you agree to comply with this notice; and
 - (b) you have not, at the date this notice is returned to the Security Trustee, received notice of any assignment or charge of or claim to the monies standing to the credit of any Charged Account or the grant of any security or other interest over those monies or any Charged Account in favour of any third party and you will notify the Security Trustee promptly if you should do so in the future.
- 8 We acknowledge that, notwithstanding any other provision of this notice, in order to enable you to make available net overdraft facilities to the Charging Companies you may set off any debit balance on any Charged Account against credit balances on any other Charged Account if those Charged Accounts are included in the group netting arrangements operated for the Charging Companies.
- 9 This notice and any acknowledgement in connection with it, and any non contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

.....
for and on behalf of
[Name of Charging Company]

.....
for and on behalf of
[Name of Charging Company]

.....
for and on behalf of
[Name of Charging Company]

.....
for and on behalf of
[Name of Charging Company]

.....
for and on behalf of
[Name of Charging Company]

.....
for and on behalf of
[Name of Charging Company]

.....
for and on behalf of
[Lloyds Bank PLC]

[On copy]

To: [Alan Henderson]
as Security Trustee
[♦]

Copy to: [Name of each Charging Company]

We acknowledge receipt of the above notice. We confirm and agree:

- (a) that the matters referred to in it do not conflict with the terms which apply to any Charged Account;
- (b) the matters set out in paragraph 6 in the above notice.

.....
for and on behalf of
[Name of Account Bank]

Dated: ♦ 20 ♦

Schedule 4

Form of Notice to and Acknowledgement by Party to Relevant Contract

To: [Name and address of relevant party]

Dated: ♦

Dear Sirs

Re: [describe Relevant Contract] dated ♦ 20♦ between (1) you and ♦ and (2) ♦
(Charging Company) (Agreement[s])

- 1 We give notice that, by a composite debenture dated ♦ 20♦ (**Debenture**), we have assigned to [Alan Henderson] (**Security Trustee**) as security agent for certain banks and others (as specified in the Debenture) all our present and future right, title and interest in and to [insert details of Relevant Contract] (together with any other agreement supplementing or amending the same, **Agreement**) including all rights and remedies in connection with the Agreement and all proceeds and claims arising from the Agreement.
- 2 We irrevocably authorise and instruct you from time to time:
 - (a) to disclose to the Security Trustee without any reference to or further authority from us (and without any enquiry by you as to the justification for such disclosure), such information relating to the Agreement as the Security Trustee may at any time and from time to time request; and
 - (b) to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Debenture, the sums payable to us from time to time under the Agreement or the debts represented thereby which you receive at any time from the Security Trustee without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction.
- 3 This notice may only be revoked or amended with the prior written consent of the Security Trustee.
- 4 Please confirm your agreement to the above by completing the enclosed copy of this notice and returning it to the Security Trustee (with a copy to us) that:
 - (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice; and
 - (b) you have not, at the date this notice is returned to the Security Trustee, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Agreement or any proceeds thereof and you will notify the Security Trustee promptly if you should do in future.
- 5 This notice and any acknowledgement in connection with it, and any non contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

.....
for and on behalf of
[Name of Charging Company]

[On copy]

To: [Alan Henderson] as Security Trustee
[♦]

Copy to: **[Name of Charging Company]**

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraph 4 in the above notice.

.....
For on behalf of
[Name of relevant party]

Dated: ♦ 20 ♦

Schedule 5

Form of Notice to and Acknowledgment by Insurers

To: [Name and address of Insurer]

Dated: ♦

Dear Sirs

Re: [describe Relevant Contract] dated ♦ 20♦ between (1) you and ♦ and (2) ♦
(Charging Company) (Polic[y][ies])

- 1 We give notice that, by a composite debenture dated ♦ 20♦ (**Debenture**), we have [assigned] to [Alan Henderson] (**Security Trustee**) as security agent for certain banks and others (as specified in the Debenture) all our present and future right, title and interest in and to the Policies (together with any other agreement supplementing or amending the same, **Policies**) including all rights and remedies in connection with the Policies and all proceeds and claims arising from the Policies.
- 2 We irrevocably authorise and instruct you from time to time:
 - (a) to disclose to the Security Trustee without any reference to or further authority from us (and without any enquiry by you as to the justification for such disclosure), such information relating to the Policies as the Security Trustee may at any time and from time to time request; and
 - (b) to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Debenture, the sums payable to us from time to time under the Policies or the debts represented thereby which you receive at any time from the Security Trustee (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction).
- 3 This notice may only be revoked or amended with the prior written consent of the Security Trustee.
- 4 Please confirm by completing the enclosed copy of this notice and returning it to the Security Trustee (with a copy to us) that:
 - (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice; and
 - (b) you have not, at the date this notice is returned to the Security Trustee, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Policies or any proceeds of them and you will notify the Security Trustee promptly if you should do in future.
- 5 This notice and any acknowledgement in connection with it, and any non-contractual obligation arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

.....
for and on behalf of
[Name of Charging Company]

[On copy]

To: [Alan Henderson]
as Security Trustee

[♦]

Copy to: [Name of Charging Company]

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraph 4 in the above notice.

.....
for and on behalf of
[Name of Insurer]

Dated: ♦ 20 ♦

Schedule 6

Form of Accession Deed

This Accession Deed is made on

20♦

Between

- (1) The Company specified in schedule 1 (**Acceding Company**);
- (2) [Name of Company acting as agent for all Charging Companies] (**Company**); and
- (3) [Alan Henderson] (**Security Trustee**).

Whereas

This Accession Deed is supplemental to a composite debenture dated ♦ 20♦ and made between (1) the Charging Companies and (2) the Security Trustee (**Debenture**).

It is agreed

1 Definitions and Interpretation

1.1 Definitions

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

1.2 Construction

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

2 Accession of the Acceding Company

2.1 Accession

By its execution of this Accession Deed, the Acceding Company unconditionally and irrevocably undertakes to and agrees with the Security Trustee to observe and be bound by the Debenture and grants and creates the charges, mortgages, assignments and other security which are stated to be granted or created by the Debenture as if it had been an original party to the Debenture as one of the Charging Companies.

2.2 Covenant to pay, charge and assignment

Without prejudice to the generality of paragraph 2.1, the Acceding Company:

- (a) (jointly and severally with the other Charging Companies) covenants in the terms set out in clause 2 (Covenant to Pay) of the Debenture; and
- (b) with full title guarantee, charges or assigns (and agrees to charge or assign) (as the case may be) to the Security Trustee for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest on the terms set out in clauses 3

(Grant of Security), 4 (Fixed Security) and 5 (Floating Charge) of the Debenture, including (without limiting the generality of the foregoing):

- (i) by way of first legal mortgage all the freehold and leasehold Real Property (if any) vested in or charged to the Acceding Company which is specified in part 1 of schedule 2 (Details of Security Assets), together with all buildings and fixtures (including trade fixtures) at any time thereon;
- (ii) by way of first fixed charge all the Charged Securities specified in part 2 (Charged Securities) of schedule 2 together with all Related Rights from time to time accruing thereto;
- (iii) by way of first fixed charge each of its Security Accounts and its other accounts with any bank or financial institution at any time specified in part 3 (Charged Accounts) of schedule 2 and all monies at any time standing to the credit of such accounts;
- (iv) by way of first fixed charge all Intellectual Property (including without limitation, those specified in part 4 (Intellectual Property) of schedule 2);
- (v) by way of assignment the Relevant Contracts specified in part 5 (Relevant Contracts) of schedule 2 (if any) all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom;
- (vi) by way of assignment the Insurances (including, without limitation those specified in part 6 (Insurances) of schedule 2 (if any) all claims under the Insurances and all proceeds of the Insurances.

2.3 Representations

- (a) [The][Each] Acceding Company makes the representations and warranties required pursuant to clause 10.6(a)(ii) (Time when representations made) to the Debenture as well as those set out in this paragraph 2.3:
 - (i) The Charged Securities listed in part 2 of schedule 2 to the Accession Deed (Details of Security Assets owned by the Acceding Companies) constitute the entire share capital owned by each Acceding Company in the relevant company [and constitute the entire share of each such company]; and
 - (ii) In relation to the Real Property, part 1 of schedule 2 (Details of Security Assets) identifies all freehold and leasehold Real Property (excluding the Excluded Property) which is beneficially owned by each Acceding Company at the date of this Deed.

2.4 Consent

Pursuant to clause 23.3 (Accession Deed) of the Debenture, the Company, as agent for itself and the existing Charging Companies, consents to the accession of the Acceding Company to the Debenture on the terms of this Accession Deed and agrees that the Debenture shall after the date of this Accession Deed, be read and construed as if the Acceding Company had been named in the Debenture as a Charging Company.

3 Interpretation

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

4 Notice Details

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

5 Counterparts

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

6 Third Party Rights

A person who is not a party to this Accession Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

7 Governing Law

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

Executed as a deed by the parties or their duly authorised representatives on the date of this Deed.

Schedule 1

The Acceding Company

Company name	Company number
♦	♦

Schedule 2

Details of Security Assets

[Part 1 - Real Property]

Registered land			
Address	Administrative Area	Title number	
♦	♦	♦	
Unregistered Land			
Address	Document describing the Property		
	Date	Document	Parties
♦	♦ 20 ♦	♦	♦

[Part 2 - Charged Securities]

Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
♦	♦	♦	♦
♦	♦	♦	♦
♦	♦	♦	♦

[Part 3 - Security Accounts]

Security Accounts			
Accounts Holder	Account Number	Account Bank	Account bank branch address and sort code
♦	♦	♦	♦
♦	♦	♦	♦
♦	♦	♦	♦

[Part 4 - Intellectual Property]

[INSERT DETAILS]

[Part 5 - Relevant Contracts]

Date of Relevant Contract	Parties	Details of Relevant Contract
♦ 20 ♦	♦	♦

[Part 6 - Insurances]

Insurer	Insured risks	Policy number
♦	♦	♦
♦	♦	♦

EXECUTION PAGES OF THE ACCESSION DEED

[Insert execution provisions and notice details for the Acceding Company]

EXECUTION PAGES

THE ORIGINAL CHARGING COMPANIES

Executed as a deed by)
Allied Glass Group Limited)
acting by a director in the presence of) Director

Signature of witness

Name DAVID MILNE

Address Bridgewater Place
Leeds

Address: 69 South Accommodation Road
Leeds
West Yorkshire, LS10 1NQ

Fax: 0113 244 9349

Attention: The Finance Director

Executed as a deed by)
Project Magnum (Bldco) Limited)
acting by a director in the presence of) Director

Signature of witness

Name AS ABOVE

Address AS ABOVE

Address: 69 South Accommodation Road
Leeds
West Yorkshire

Fax: 0113 244 9349

Attention: The Finance Director

Executed as a deed by)
Allied Glass Holdings Limited)
acting by a director in the presence of) Director




Signature of witness

Name *AS ABOVE*

Address *AS ABOVE*

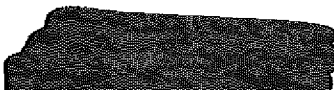
Address: 69 South Accommodation Road
Leeds
West Yorkshire

Fax: 0113 244 9349

Attention: The Finance Director

Executed as a deed by)
Allied Glass Containers Limited)
acting by a director in the presence of) Director




Signature of witness

Name *AS ABOVE*

Address *AS ABOVE*

Address: 69 South Accommodation Road
Leeds
West Yorkshire

Fax: 0113 244 9349

Attention: The Finance Director

Executed as a deed by)
Project Aqua Topco Limited)
acting by a director in the presence of) Director


Signature of witness

Name *DAVID MILNE*

Address *AS ABOVE*

Address: 69 South Accommodation Road
Leeds
West Yorkshire

Fax: 0113 244 9349

Attention: The Finance Director

Executed as a deed by)
Project Aqua Bidco Limited)
acting by a director in the presence of) Director


Signature of witness

Name *AS ABOVE*

Address

Address: 69 South Accommodation Road
Leeds
West Yorkshire

Fax: 0113 244 9349

Attention: The Finance Director

Executed as a deed by
Gregg & Company (Knottingley) Limited
acting by a director in the presence of

)
)
)
Director


Signature of witness

Name *AS ABOVE*

Address

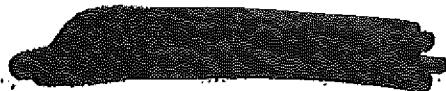
Address: 69 South Accommodation Road
Leeds
West Yorkshire

Fax: 0113 244 9349

Attention: The Finance Director

Executed as a deed by
Lax & Shaw Limited
acting by a director in the presence of

)
)
)
Director


Signature of witness

Name *AS ABOVE*

Address

Address: 69 South Accommodation Road
Leeds
West Yorkshire

Fax: 0113 244 9349

Attention: The Finance Director

THE SECURITY AGENT

Executed as a deed by
Alan Henderson
in the presence of

)
)
)

.....
Alan Henderson

.....
Signature of witness

Name AS ABOVE

Address
.....

Address: 

Fax:

Attention: Alan Henderson