



**Registration of a Charge**

Company Name: **VALUEWORKS LIMITED**

Company Number: **03910513**



XBGXIX0Y

Received for filing in Electronic Format on the: **16/11/2022**

**Details of Charge**

Date of creation: **14/11/2022**

Charge code: **0391 0513 0010**

Persons entitled: **NVM PE LIMITED**

Brief description:

**Contains fixed charge(s).**

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

**Contains negative pledge.**

**Authentication of Form**

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

**Authentication of Instrument**

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

Certified by: **DWF LAW LLP**



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

Company number: 3910513

Charge code: 0391 0513 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th November 2022 and created by VALUEWORKS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th November 2022 .

Given at Companies House, Cardiff on 18th November 2022

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

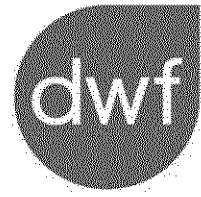


**Companies House**



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

EXECUTION VERSION



14 November 2022

**(1) EACH OF THE COMPANIES DESCRIBED IN SCHEDULE 1 TO THIS DEED  
as the Original Companies**

**and**

**(2) NVM PE LIMITED  
as Security Trustee**

**COMPOSITE GUARANTEE AND DEBENTURE**

**DWF Law LLP  
1 Scott Place  
2 Hardman Street  
Manchester  
M3 3AA**

## EXECUTION VERSION

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## EXECUTION VERSION

**THIS COMPOSITE GUARANTEE AND DEBENTURE** is made by deed on 14 November 2022

**BETWEEN**

- (1) **EACH OF THE COMPANIES** described in schedule 1 to this Deed (together the **"Original Companies"** and each an **"Original Company"**); and
- (2) **NVM PE LIMITED** (company number: 02201762) whose registered office is at Time Central, 32 Gallowgate, Newcastle Upon Tyne NE1 4SN in its capacity as security trustee for the Beneficiaries as (the **"Security Trustee"**) (which term shall include any person appointed as security trustee or as an additional trustee in accordance with the terms of the Security Trust Deed).

**TERMS AGREED**1. **Definitions and interpretation**1.1 **Definitions**

In this Deed the following definitions apply:

<b>"A Loan Note Instrument"</b>	the loan note instrument executed by Midco and dated on or about the date of this Deed constituting the A Loan Notes, as that instrument may from time to time be amended, restated, varied, novated, supplemented or replaced including, without limitation, by the increase or extension of maturity of the A Loan Notes;
<b>"A Loan Notes"</b>	the £14,425,170 A fixed rate secured loan notes 2027 of Midco, together with any additional payment in kind notes issued by Midco in satisfaction of accrued interest on such loan notes and any other loan notes issued under the A Loan Note Instrument from time to time;
<b>"Acceding Company"</b>	any company which accedes to this Deed pursuant to an Accession Deed;
<b>"Accession Deed"</b>	a deed of accession to this Deed substantially in the form set out in schedule 3 to this Deed;
<b>"Accounts"</b>	the bank account(s) charged by or pursuant to this Deed, including but not limited to, those (if any) listed in part 2 of schedule 2 ( <i>Accounts</i> ) or such other account(s) as the Security Trustee may from time to time designate in writing, together with the Related Rights;
<b>"Administrator"</b>	an administrator for the purposes of Schedule B1 to the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002);
<b>"Affiliate"</b>	in respect of any Company, each Holding Company and each Subsidiary of that Company;

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<b>"Authorisation"</b>	in respect of any Company, an authorisation, approval, consent, licence, permit, exemption, registration or filing necessary or desirable for the ownership, use or enjoyment of its Charged Assets or the validity or effectiveness of this Deed or its admissibility in evidence in England and Wales;
<b>"B Loan Note Instrument"</b>	the loan note instrument executed by Midco and dated on or about the date of this Deed constituting the B Loan Notes, as that instrument may from time to time be amended, restated, varied, novated, supplemented or replaced including, without limitation, by the increase or extension of maturity of the B Loan Notes;
<b>"B Loan Notes"</b>	the £320,720 B fixed rate secured loan notes 2027 of Midco, together with any additional payment in kind notes issued by Midco in satisfaction of accrued interest on such loan notes and any other loan notes issued under the B Loan Note Instrument from time to time;
<b>"Beneficiaries"</b>	has the meaning given to that term in the Security Trust Deed;
<b>"Business Day"</b>	any day (other than a Saturday or Sunday) on which banks in London are generally open for the transaction of all classes of business usually carried on by them in sterling;
<b>"Charged Assets"</b>	in respect of any Company, the assets of that Company which are from time to time subject to the Security Interests created by this Deed and references to the Charged Assets shall be interpreted to mean both the whole and any part of such assets and any interest therein;
<b>"Collateral Instruments"</b>	notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing a Security Interest;
<b>"Company"</b>	each Original Company and each Acceding Company;
<b>"Debts"</b>	book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and all things in action which may give rise to any debt, revenue or claim,

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	together with the full benefit of any Security Interests, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights, but excluding any assets the subject of clauses 3.1.7 or 3.1.8;
<b>"Default Rate"</b>	the rate which is 2 per cent. higher than the rate which would otherwise have been payable;
<b>"Derivative Contract"</b>	any master agreement, schedule, transaction, confirmation, novation or other instrument entered into by a Company and a counterparty from time to time in connection with protection against or benefit from fluctuation in any rate or price;
<b>"Enforcement Event"</b>	the occurrence of an Event of Default;
<b>"Equipment"</b>	in respect of any Company, all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property now or at any time hereafter (and from time to time) owned by it, and any part thereof, together with all spare parts, replacements, modifications and additions thereto, together with all Related Rights;
<b>"Event of Default"</b>	has the meaning given to that term in the A Loan Note Instrument and the B Loan Note Instrument;
<b>"Finance Documents"</b>	this Deed, the Security Trust Deed, the A Loan Notes, the A Loan Note Instrument, the B Loan Notes, the B Loan Note Instrument, any Intercreditor Deed and any other document designated as such by the Security Trustee and the Parent;
<b>"Financial Collateral Regulations"</b>	the Financial Collateral Arrangements (No. 2) Regulations 2003;
<b>"Financial Collateral"</b>	has the meaning given to that expression in the Financial Collateral Regulations;
<b>"Group Company"</b>	any member of the Group from time to time;
<b>"Group"</b>	the Parent and each Affiliate of the Parent from time to time;
<b>"Holding Company"</b>	in relation to a company, any other company or corporation in respect of which it is a Subsidiary;
<b>"Insurance Policies"</b>	in respect of any Company, all present and future policies of insurance or assurance held or maintained by it



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(including in respect of the Charged Assets) and all claims and recoveries under those policies;

**"Intellectual Property"**

in respect of any Company, any present or future rights or interests of that Company in respect of any patent, trade mark, service mark, trade name, registered design, design rights, copyrights, know-how and any other rights in intellectual property whether registered or unregistered and any registration or application for registration including all present and future fees, royalties and other income or rights derived therefrom or incidental thereto and including the benefit of all present and future agreements relating to the use of a licensing or exploitation of any such rights;

**"Intercreditor Deeds"**

the Junior Intercreditor Deed and the Senior Intercreditor Deed;

**"Inventory"**

inventory, goods and merchandise, wherever located, raw materials, work-in-progress, finished goods, returned goods and materials and supplies of any kind, nature or description used in connection with a Company's business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and such other specified property, and all documents of title or other documents representing them;

**"Investment Agreement"**

the investment agreement dated on or about the date of this Deed and entered into between (1) the Parent, (2) Midco, (3) Project Mersey Bidco Limited, (4) Inprova Procurement Limited, (5) the Managers (as defined therein) (6) the Chair (as defined therein) (7) NVM Private Equity LLP, and (8) NVM III GP LLP in its capacity as general partner of NVM Private Equity Vintage III L.P.;

**"Junior Intercreditor Deed"**

the junior intercreditor deed dated on or about the date of this Deed and entered into between (1) the Original Companies, (2) the Security Trustee, (3) the Original A Loan Noteholders (as defined therein), and (4) the Original B Loan Noteholders (as defined therein) (as such may be amended, replaced or supplemented from time to time);

**"Legal Reservations"**

each of the following:

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- (a) the principle that equitable remedies are remedies which may be granted or refused at the discretion of the court;
- (b) the limitation of enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganisation, court schemes, moratoria, administration and other laws generally affecting the rights of creditors;
- (c) the time barring of claims under any legislation relating to limitation of actions;
- (d) the possibility that an undertaking to assume liability for or to indemnify a person against non payment of stamp duty may be void;
- (e) defences of set-off or counter claim; and
- (f) similar principles and similar matters arising under the laws of any foreign jurisdictions in which the relevant obligations may have to be performed;

<b>"Midco"</b>	Project Mersey Midco Limited (registered number 014443491);
<b>"Parent"</b>	Project Mersey Topco Limited (registered number 14441372);
<b>"Party"</b>	a party to this Deed and includes its successors in title, permitted assigns and permitted transferees, whether immediate or derivative;
<b>"Permitted Security"</b>	has the meaning given to it in the Junior Intercreditor Deed;
<b>"Properties"</b>	in respect of any Company, any properties listed in schedule 2 ( <i>The Properties</i> ) and all other freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or at any time hereafter (and from time to time) owned by it or in which it holds any rights, title or interest whether legal or equitable, and <b>"Property"</b> means any of them;
<b>"Receiver"</b>	a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Assets and that term will include any appointee made under a joint and/or several appointment;

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<b>"Related Rights"</b>	<p>in relation to any asset:</p> <ul style="list-style-type: none"><li>(a) the proceeds of sale or rental of any part of that asset;</li><li>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;</li><li>(c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees indemnities or covenants for title in respect of or derived from that asset; and</li></ul>
	<p>any income, moneys and proceeds paid or payable in respect of that asset;</p>
<b>"Relevant Contract"</b>	<p>any contract entered into by a Company that may from time to time designated as such by the Security Trustee and the Parent and all Related Rights;</p>
<b>"Relevant Legislation"</b>	<p>all laws, directions, regulations, codes of practice, guidance notes, circulars and the like concerning the protection of the environment, human health or working conditions at any Property, or the actual or proposed use or development of any Property;</p>
<b>"Secured Liabilities"</b>	<p>all moneys obligations and liabilities now or hereafter due, owing or incurred by each Company to the Security Trustee and/or the Beneficiaries (or any of them) (including without limitation the obligations and liabilities incurred by each Company under this Deed) when the same become due for payment or discharge whether by acceleration or otherwise and whether such moneys, obligations or liabilities are expressed or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to the Security Trustee and/or the Beneficiaries (or any of them) or purchased or otherwise acquired by it, denominated in sterling or in any other currency or incurred on any banking account or in any other manner whatsoever to the extent that such monies, obligations and liabilities arise under or pursuant to the Finance Documents;</p>
<b>"Securities"</b>	<p>in respect of any Company, all stocks, shares (including all shares held by any Company in its Subsidiaries), loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) now or at any time hereafter (and from time to time) owned (at law or in</p>

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	equity) by it, together with all Related Rights, allotments offered or arising in respect thereof or incidental thereto;
<b>"Security Financial Collateral Arrangement"</b>	has the meaning given to that expression in the Financial Collateral Regulations;
<b>"Security Interest"</b>	any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing;
<b>"Security Period"</b>	the period from the date of this Deed until the Security Trustee confirms in writing to the Parent that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding;
<b>"Security Trust Deed"</b>	the security trust deed dated on or about the date of this Deed between the Original Companies, the Security Trustee and the Beneficiaries;
<b>"Senior Intercreditor Deed"</b>	the senior intercreditor deed dated on or about the date of this Deed and entered into between (1) the Parent, (2) the Companies listed in Schedule 1 thereto, (3) Shawbrook Bank Limited, (4) Barclays Bank plc, and (5) the persons named in Schedule 2 thereto (as such may be amended, replaced or supplemented from time to time);
<b>"Subsidiary"</b>	a subsidiary within the meaning of section 1159 of the Companies Act 2006 or a subsidiary undertaking within the meaning of section 1162 Companies Act 2006;
<b>"Third Parties Act"</b>	the Contracts (Rights of Third Parties) Act 1999;
<b>"Transaction Documents"</b>	the Finance Documents, and any other document designated as such by the Security Trustee and the Parent.

### 1.2 Interpretation

In this Deed, unless the context otherwise requires:

## EXECUTION VERSION

- 1.2.1 reference to clauses and schedules are, unless otherwise stated, to be construed as references to (respectively) the clauses of and schedules to this Deed and references to this Deed include the schedules to this Deed;
- 1.2.2 references to this Deed, the Finance Documents, the Transaction Documents, the Investment Agreement and any provisions of this Deed, the Finance Documents, the Transaction Documents, the Investment Agreement or to any other document or agreement are to be construed as references to this Deed, the Finance Documents, the Transaction Documents, the Investment Agreement those provisions or that document or agreement as is in force for the time being and as amended, varied, supplemented, substituted or novated from time to time;
- 1.2.3 words importing the singular are to include the plural and vice versa;
- 1.2.4 references to a person are to be construed to include corporations, firms, companies, partnerships, individuals, associations, states and administrative and governmental and other entities whether or not a separate legal entity;
- 1.2.5 references to any person include that person's successors and (in the case of the Security Trustee only) its permitted assignees and transferees;
- 1.2.6 references to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted or replaced from time to time (whether before or after the date of this Deed) and are to include any orders, regulations, instruments or other subordinate legislation made under or deriving validity from that statutory provision;
- 1.2.7 any grant of rights for full title guarantee shall be deemed to contain all of the covenants and warranties implied in respect of any conveyance with full title guarantee pursuant to section 1(2) of the Law of Property (Miscellaneous Provisions) Act 1994;
- 1.2.8 the words **"other"** and **"otherwise"** are not to be construed ejusdem generis with any foregoing words where a wider construction is possible;
- 1.2.9 the words **"including"** and **"in particular"** are to be construed as being by way of illustration or emphasis only and are not to be construed as, nor shall they take effect as, limiting the generality of any foregoing words;
- 1.2.10 references to liability are to include any liability whether actual, contingent, present or future;
- 1.2.11 the headings to the clauses are for convenience only and have no legal effect; and
- 1.2.12 any other words and expressions not expressly defined or interpreted in this Deed shall have the same respective meanings which are given to them in the Transaction Documents.

1.3 **Enterprise Act 2002**

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Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to each floating charge created by this Deed.

**1.4 Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of the Law of Property (Miscellaneous Provisions) Act 1989 any provisions of any Finance Document relating to any disposition of an interest in land shall be deemed to be incorporated in this Deed.

**1.5 Intercreditor Deed**

This Deed is subject to the terms of the Intercreditor Deeds. In the event of any conflict or inconsistency between the terms of this Deed and an Intercreditor Deed, the terms of the Intercreditor Deed shall prevail.

**1.6 Effect of this Deed**

This Deed is intended to take effect as a deed notwithstanding that a Party may have executed it under hand only.

**1.7 Clawback**

If the Security Trustee considers that an amount paid by a Company in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of that Company or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed

**1.8 Nature of Security**

1.8.1 A reference in this Deed to a charge or mortgage of or over any Property includes:

1.8.1.1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of that Property at any time;

1.8.1.2 the proceeds of the sale of any part of that Property and any other monies paid or payable in respect of or in connection with that Property;

1.8.1.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of a Company in respect of that Property, and any monies paid or payable in respect of those covenants; and

1.8.1.4 all rights under any licence, agreement for sale or agreement for lease in respect of that Property.

1.8.2 A reference in this Deed to any share, stock, debenture or other security or investment includes:

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- 1.8.2.1 any dividend, interest or other distribution paid or payable in respect of that share, stock, debenture or other security or investment;
- 1.8.2.2 any right, money, shares or property accruing, offered or issued at any time in relation to that share, stock, debenture or other security or investment by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.

## 2. **Payment obligations**

### 2.1 **Covenant to pay**

Each Company covenants that it will pay to the Security Trustee or discharge all Secured Liabilities due, owing or incurred by it on the due date or dates for payment or discharge or, in the absence of any agreed or specified due dates, immediately on demand by the Security Trustee.

### 2.2 **Guarantee and indemnity**

Each Company hereby irrevocably and unconditionally:

- 2.2.1 guarantees to the Security Trustee the due and punctual performance by each other Company of all that Company's obligations under the Transaction Documents;
- 2.2.2 undertakes to the Security Trustee that whenever another Company does not pay any amount when due under or in connection with any Transaction Document, that Company shall immediately on demand pay that amount as if it was the principal Company;
- 2.2.3 undertakes to the Security Trustee that, if for any reason any Company fails to discharge any such obligation or to pay any such moneys, it shall discharge such obligation or, as the case may be, pay such moneys to the Security Trustee; and
- 2.2.4 as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 2.2.1, irrevocably and unconditionally agrees to indemnify the Security Trustee in full on demand against all losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Security Trustee arising from or in connection with any failure by any Company to perform or discharge any of its obligations or liabilities under the Transaction Documents.

## 3. **Grant of security**

All security created by a Company under clauses 3.1 (*Fixed Charges*) to 3.3 (*Floating Charges*) below is granted in respect of all the right title and interest (if any) of that Company in and to the relevant Charged Asset.

### 3.1 **Fixed Charges**

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Each Company, with full title guarantee, hereby charges to the Security Trustee as a continuing security for the payment and discharge of the Secured Liabilities:

- 3.1.1 by way of first legal mortgage, the Properties (if any) specified in part 1 of schedule 2 (*Properties*);
- 3.1.2 by way of first legal mortgage, all Properties (other than any property specified in part 1 of schedule 2 (*Properties*)) now owned by a Company or in which that Company has an interest;
- 3.1.3 by way of first fixed charge (to the extent not the subject of a legal mortgage by virtue of clauses 3.1.1 or 3.1.2) all present and future Properties now or from time to time hereafter owned by such Company or in which such Company may have an interest;
- 3.1.4 by way of first fixed charge, all Equipment now or from time to time hereafter owned by such Company or in which such Company has an interest and the benefit of all contracts and warranties relating to the same;
- 3.1.5 by way of first fixed charge, all Securities now or from time to time hereafter owned by such Company or in which a Company has an interest;
- 3.1.6 by way of first fixed charge, all Debts and all Related Rights now or from time to time hereafter owned by such Company or in which such Company has an interest (whether originally owing to such Company or purchased or otherwise acquired by it);
- 3.1.7 by way of first fixed charge, the proceeds of collection of all Debts;
- 3.1.8 by way of first fixed charge any and all amounts from time to time standing to the credit of all present and future accounts of such Company with any bank, financial institution or other person including, without limitation, the Accounts;
- 3.1.9 by way of first fixed charge, all moneys from time to time payable to such Company under or pursuant to the Insurance Policies including without limitation the right to the refund of any premiums;
- 3.1.10 by way of first fixed charge, the proceeds of all other sums of money receivable by such Company, other than those specified in clauses 3.1.6, 3.1.7, 3.1.8 or 3.1.9;
- 3.1.11 by way of first fixed charge, the goodwill and uncalled capital of such Company;
- 3.1.12 by way of first fixed charge, all Intellectual Property, now or from time to time hereafter owned by a Company or in which that Company may have an interest;
- 3.1.13 by way of fixed charge its right to receive all moneys payable under any Derivative Contract;
- 3.1.14 by way of first fixed charge all its rights and interests in (and claims under) all contracts, agreements, deeds, undertakings, guarantees, warranties, indemnities, other documents, concessions and franchises, licences, consents and authorisations, now or hereafter entered into by or granted to, or vested in, or novated or assigned to, a Company (including any contract for sale of or other dealing with any of the Charged Assets);



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3.1.15 by way of assignment, all right, title and interest in and to the Insurance Policies and each Account.

### 3.2 **Contractual rights**

Each Company assigns absolutely all rights and interests under:

3.2.1 the Relevant Contracts; and

3.2.2 all deeds and agreements to which it is a party and which are not mortgaged, charged by way of fixed charge or assigned under any of clauses 3.1.1 to 3.1.15 other than any Derivative Contract.

### 3.3 **Floating Charges**

Each Company, with full title guarantee, hereby charges to the Security Trustee by way of first floating charge as a continuing security for the payment and discharge of the Secured Liabilities its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, including, without limitation, its Inventory other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clause 3.1 (*Fixed Charges*) or otherwise pursuant to this Deed.

### 3.4 **Qualifying Floating Charge**

The provisions of paragraph 14 of Schedule B1 Insolvency Act 1986 apply to the floating charges in clause 3.2 (*Floating Charges*) (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986), which shall be enforceable at any time on or after the upon the occurrence of an Enforcement Event.

### 3.5 **Removal of Impediments to Charges and Assignments**

To the extent that any right, title or interest described in clause 3.1 or 3.2 is not capable of being charged, the charge purported to be created by clause 3.1 (*Fixed Charges*) or 3.3 (*Floating Charges*) shall, without prejudice to the provisions of clause 3.1.7 in relation to Debts, operate as a charge of any and all proceeds, damages, compensation, remuneration, profit, rent or income which the Companies may derive therefrom or be awarded or entitled to in respect thereof, in each case as continuing security for the payment, discharge and performance of the Secured Liabilities.

### 3.6 **Effect of assignment**

Notwithstanding the assignment in clause 3.1 (*Fixed Charges*), each Company will remain liable to perform all the obligations to be performed on the part of each Company in respect of the assets assigned and the Security Trustee shall have no obligation of any kind in respect of those assets nor any liability to perform any Company's obligations thereunder, unless the Security Trustee expressly agrees otherwise in writing. Each Company will indemnify the Security Trustee in respect of all liabilities which the Security Trustee may incur in respect of the assets assigned under clause 3.1 (*Fixed Charges*).

### 3.7 **Crystallisation of floating charge by notice**

Without prejudice to any other circumstances in which such floating charge may crystallise, the Security Trustee may at any time and from time to time by written notice

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to any Company convert any floating charge created by that Company by this Deed into a fixed charge in respect of any part of its Charged Assets.

### 3.8 **Automatic crystallisation of floating charge**

3.8.1 Notwithstanding clause 3.7 (*Crystallisation of floating charge by notice*) and without prejudice to any law which may have a similar effect, each floating charge created by this Deed will:

3.8.1.1 upon the occurrence of an Enforcement Event; and/or

3.8.1.2 if a Company creates, or attempts to create, without the prior written consent of the Security Trustee, a Security Interest or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this Deed or the Intercreditor Deeds) or disposes, or attempts to dispose, of all or any part of the Charged Assets (other than Charged Assets that are only subject to the floating charge while it remains uncrystallised);

automatically be converted (without notice) with immediate effect into a fixed charge in respect of all the assets subject to that floating charge.

3.8.2 Subject to paragraph clause 3.8.3 below, the floating charge created by clause 3.3 (*Floating Charge*) may not be converted into a fixed charge solely by reason of obtaining a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986.

3.8.3 Clause 3.8.2 above does not apply to any floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986.

### 3.9 **Effect of crystallisation of floating charge**

Following any conversion or crystallisation of any floating charge created by this Deed, whether or not pursuant to clause 3.7 (*Crystallisation of floating charge by notice*) or clause 3.8 (*Automatic crystallisation of floating charge*), the relevant Company will no longer have the right to sell its Charged Assets pursuant to clause 5.1.2 (*Security interests and disposals*). Any asset acquired by a Company after any crystallisation of the floating charge created under this Deed that, but for that crystallisation, would be subject to a floating charge under this Deed, shall (unless the Security Trustee confirms otherwise to the relevant Company in writing) be charged to the Security Trustee by way of first fixed charge.

### 3.10 **Priority**

Subject to the Security Interests created by the Permitted Security, the charges and assignments created by this Deed:

3.10.1 rank as first charges and assignments; and

3.10.2 are given with full title guarantee.

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**3.11 Title documents**

Each Company will on request by the Security Trustee deposit with the Security Trustee and the Security Trustee will during the continuance of this security be entitled to hold all deeds and documents of title relating to that Company's Charged Assets and all of its Insurance Policies.

**4. Restriction**

- 4.1 Each 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 the Properties:

*"RESTRICTION:*

*No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [chargee] referred to in the charges register or their conveyancer (Standard Form P)."*

- 4.2 Each Company confirms that so far as any of the Properties is unregistered, such land is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003.

**5. Security interests and disposals**

- 5.1 Each Company covenants with the Security Trustee that it will not at any time, except with the prior written consent of the Security Trustee:
- 5.1.1 create or purport to create or permit to subsist any Security Interest on or in relation to the Charged Assets other than this Deed; or
  - 5.1.2 sell, assign, transfer, lease, licence, share occupation of part with possession of or otherwise dispose of all or any part of the Charged Assets or any interest therein, except (in the case of the Charged Assets which are at that time subject only to a floating charge) by way of sale in the ordinary course of that Company's business and for the purpose of carrying on that business; or
  - 5.1.3 agree to do any of the things referred to in clause 5.1.1 or 5.1.2.

**6. Representations and warranties**

Each Company makes the representations and warranties set out in this clause 6 to the Security Trustee.

**6.1 Status**

- 6.1.1 It is a private limited company, duly incorporated and validly existing under the laws of England and Wales.
- 6.1.2 It has the power to own its assets and carry on its business as it is being conducted.

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### 6.2 **Binding obligations**

The obligations expressed to be assumed by it in this Deed are, subject only to the Legal Reservations, legal, valid, binding and enforceable obligations.

### 6.3 **Non-conflict with other obligations**

The entry into and performance by it of, and the transactions contemplated by this Deed do not and will not conflict with:

6.3.1 any law or regulation or judicial or official order applicable to it;

6.3.2 its constitutional documents; or

6.3.3 any agreement or instrument binding upon it or any of its assets.

### 6.4 **Power and authority**

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of this Deed and the transactions contemplated by this Deed.

### 6.5 **Authorisations**

All Authorisations have been obtained or effected (as appropriate) and are in full force and effect.

### 6.6 **Title**

6.6.1 It is the sole legal and beneficial owner of, and has good and marketable title to, all its Charged Assets.

6.6.2 Other than this Deed or the Permitted Security, there are no Security Interests affecting its Charged Assets.

6.6.3 There are no agreements, options or other arrangements which materially or adversely affect its Charged Assets.

6.6.4 It has not received notice of any adverse claim by any person in respect of the ownership of its Charged Assets or any interest in any of them.

6.6.5 All documents necessary to show good and marketable title to its Charged Assets are in the possession of, or held to the order of, the Security Trustee.

### 6.7 **Ranking of security**

Subject to the Intercreditor Deeds, the Security Interests conferred by it under this Deed constitute first priority Security Interests of the type, and on the assets, described in this Deed and are not liable to avoidance on liquidation or administration.

### 6.8 **No filing or stamp taxes**

Save for registration of this Deed at the Companies Registry for England and Wales and the Land Registry, it is not necessary that this Deed be filed, recorded or enrolled

## EXECUTION VERSION

with any court or other authority in any jurisdiction or that any stamp, registration or similar tax be paid on or in relation to this Deed or the transactions contemplated by this Deed.

### 6.9 **Enforceable security**

This Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of each Company, and is, and will continue to be, effective security over all and every part of the Charged Assets in accordance with its terms.

### 6.10 **Repetition**

The representations and warranties set out in this clause 6 shall be deemed to be made by each Company, by reference to the facts and circumstances then existing, on each day during the Security Period.

### 6.11 **Reliance by the Security Trustee**

Each of the Companies acknowledges that the Security Trustee has accepted this Deed in reliance on the representations and warranties set out in this clause 6.

## 7. **Covenants relating to the Charged Assets**

### 7.1 **Properties**

Each Company will:

- 7.1.1 keep all buildings on each Property and all fixtures belonging to it thereon and therein in good and substantial repair and condition and insured to their full reinstatement value;
- 7.1.2 not without the prior written consent of the Security Trustee make any material alterations to any Property or carry out any development thereon;
- 7.1.3 observe and perform all covenants, stipulations and conditions to which each Property or the user thereof is now or may hereafter be subject;
- 7.1.4 permit the Security Trustee and any Receiver and any person appointed by either of them to enter upon any Property and inspect it and any other Charged Assets thereon upon reasonable prior notice.

### 7.2 **Securities**

Each Company will exercise all rights in connection with its Securities in accordance with the directions of the Security Trustee from time to time.

### 7.3 **Debts and insurances**

Each Company will:

- 7.3.1 not without the prior written consent of the Security Trustee release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of its Debts; and

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- 7.3.2 if requested by the Security Trustee, ensure that the interest of the Security Trustee is noted on all its Insurance Policies and, if requested, produce to the Security Trustee copies of all its Insurance Policies and evidence of payment of premiums in respect thereof.

### 7.4 **Equipment**

Each Company will maintain its Equipment in good and serviceable condition (fair wear and tear excepted) and keep it insured against usual business risks for its full reinstatement or replacement value.

### 7.5 **Intellectual Property**

Each Company will take all necessary action to safeguard and maintain present and future rights, in or relating to its Intellectual Property including, without limitation, observing all covenants and stipulations relating thereto, applying for registration thereof and paying all applicable renewal fees, licence fees and other outgoings, and taking action against any third parties for the unauthorised use or exploitation thereof.

### 7.6 **Authorisations**

Each Company will at all times acquire and maintain all Authorisations and will comply with all their terms and conditions relating to all Authorisations and will not do or permit any act or omission whereby any Authorisation might be liable to be varied or revoked.

### 7.7 **Preservation of Charged Assets**

No Company will do, or permit to be done, any act or thing which will or might materially diminish the value of any of its Charged Assets or the effectiveness of the security created by this Deed.

### 7.8 **Information and notices**

Each Company will:

- 7.8.1 produce to the Security Trustee such documents or information relating to its Charged Assets as the Security Trustee may from time to time reasonably request and promptly deliver to the Security Trustee a copy of any notice, order or proceedings served by any person on that Company concerning any of its Charged Assets, or alleging any breach by that Company of its obligations relating to its Charged Assets;
- 7.8.2 if requested by the Security Trustee, without delay and at its own cost take all reasonable or necessary steps to comply with any notice, order or proceedings referred to in clause 7.8.1; and
- 7.8.3 at the request of the Security Trustee, without delay and at its own cost give notice to such persons, and in such form, specified by the Security Trustee of the security created by this Deed.

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**8. Power to remedy****8.1 Power to remedy**

If any Company at any time defaults in complying with any of its obligations contained in this Deed, the Security Trustee shall, without prejudice to any other rights arising as a consequence of such default, be entitled to make good such default and that Company irrevocably authorises the Security Trustee and its employees and agents by way of security to do all such things necessary or desirable in connection with the same.

**8.2 Expenditure**

Any moneys expended by the Security Trustee pursuant to exercise of its powers under clause 8.1 shall be repayable by the relevant Company to the Security Trustee on demand together with interest at the Default Rate from the date of payment by the Security Trustee until such repayment, both before and after judgment.

**8.3 No liability to account**

The exercise by the Security Trustee of its rights under this clause 8 shall not make the Security Trustee liable to account as a mortgagee in possession.

**9. Enforcement****9.1 Enforcement**

At any time on or after the occurrence of an Enforcement Event, or if requested by the Parent, the Security Trustee may, without further notice and whether or not a Receiver shall have been appointed, exercise all the powers conferred upon mortgagees by the Law of Property Act 1925, as varied or extended by this Deed, and all the powers and discretions conferred by this Deed on a Receiver either expressly or by reference.

**9.2 Statutory power of sale**

The statutory power of sale shall, as between the Security Trustee and a purchaser from the Security Trustee, arise on and be exercisable at any time after the execution of this Deed, provided that the Security Trustee will not exercise such power of sale until the security constituted by this Deed has become enforceable pursuant to clause 9.1.

**9.3 Extension of statutory powers**

The Security Trustee shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Security Trustee shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

**9.4 No obligation to enquire**

No person dealing with the Security Trustee or any Administrator or Receiver appointed hereunder, or its agents or brokers, shall be concerned to enquire whether the security constituted by this Deed has become enforceable, or whether any power exercised or

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purported to be exercised has become exercisable, and such dealing shall be deemed to be within the powers hereby conferred and to be valid and effectual accordingly.

**9.5 No liability as mortgagee in possession**

None of the Security Trustee, the Administrator or the Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets nor shall any of them be liable for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with all or any of the Charged Assets for which a mortgagee in possession might as such be liable.

**9.6 Appropriation**

9.6.1 To the extent that the Charged Assets constitute Financial Collateral and this Deed and the obligations of any Company hereunder constitute a Security Financial Collateral Arrangement, the Security Trustee shall have the right, at any time after the security constituted this Deed has become enforceable, to appropriate all or any of the Charged Assets in or towards the payment and/or discharge of the Secured Liabilities in such order as the Security Trustee in its absolute discretion may from time to time determine.

9.6.2 The value of any Charged Assets appropriated in accordance with this clause 9.6 shall be the price of those Charged Assets at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Security Trustee may select (including independent valuation). Each Company agrees that the methods of valuation provided for in this clause 9.6 are commercially reasonable for the purposes of the Financial Collateral Regulations.

**10. Administrator or Receiver**

**10.1 Appointment of Administrator or Receiver**

At any time after the security constituted by this Deed becomes enforceable, or at the request of the Parent, the Security Trustee may without further notice:

10.1.1 appoint under seal or by writing under hand of a duly authorised officer of the Security Trustee any one or more person or persons to be an Administrator or a Receiver of all or any part of the Charged Assets (the expressions Administrator and Receiver shall, where the context so admits, include any person substituted as administrator or receiver or receiver and manager or administrative receiver under the power hereinafter contained); and

10.1.2 (subject to section 45 of the Insolvency Act 1986) from time to time under seal or by writing under hand of a duly authorised officer of the Security Trustee remove any person appointed to be Administrator or Receiver and may in like manner appoint another in his place.



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**10.2 More than one appointment**

Where more than one person is appointed Administrator or Receiver, they will have power to act separately (unless the appointment by the Security Trustee specifies to the contrary).

**10.3 Additional powers**

10.3.1 The powers of sale and appointing an Administrator or a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Security Trustee under the Insolvency Act 1986 and the Law of Property Act 1925 or otherwise and shall be exercisable without the restrictions contained in sections 103 and 109 of the Law of Property Act 1925 or otherwise; and

10.3.2 The power to appoint an Administrator or a Receiver (whether conferred by this Deed or by statute) shall be and remain exercisable by the Security Trustee notwithstanding any prior appointment in respect of all or any part of the Charged Assets.

**10.4 Receiver as agent of the Companies**

Any Receiver appointed by the Security Trustee under this Deed in respect of any Company shall be the agent of that Company and that Company will be solely responsible for his acts and remuneration as well as for any defaults committed by him.

**11. Powers of Receiver**

Any Receiver appointed by the Security Trustee under this Deed shall in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act 1986 have power to do all such acts and things as an absolute owner could do in the management of such of the Charged Assets over which such Receiver is appointed, and in particular (but without limitation):

- 11.1 to take possession of and generally manage the Charged Assets and any business of each Company;
- 11.2 to carry out on any Property any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment;
- 11.3 to purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land;
- 11.4 to sell, lease, surrender or accept surrenders of leases, charge or otherwise deal with or dispose of the Properties without restriction including (without limitation) power to dispose of any fixtures separately from the land;
- 11.5 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of any Company in respect of which such Receiver has been appointed;
- 11.6 to take continue or defend any proceedings and enter into any arrangement or compromise;

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- 11.7 to insure the Charged Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen;
- 11.8 to call up any uncalled capital of any Company in respect of which such Receiver has been appointed with all the powers conferred by that Company's articles of association in relation to calls;
- 11.9 to employ advisers, consultants, managers, agents, workmen and others;
- 11.10 to delegate his powers in accordance with clause 22 (*Delegation*);
- 11.11 to purchase or acquire materials, tools, equipment, goods or supplies;
- 11.12 to borrow any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the exercise of any of his powers; and
- 11.13 to do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or otherwise expedient for the realisation of the Charged Assets.

## 12. **Application of proceeds**

### 12.1 **Order of application**

All moneys received by the Security Trustee or by any Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the Secured Liabilities, in or towards satisfaction of such of the Secured Liabilities and in such order as the Security Trustee in its absolute discretion may from time to time conclusively determine, except that the Security Trustee may credit the same to a suspense account for so long and in such manner as the Security Trustee may from time to time determine and the Receiver may retain the same for such period as he and the Security Trustee consider expedient.

### 12.2 **Section 109(8) Law of Property Act 1925**

Neither the Security Trustee nor any Receiver shall be bound (whether by virtue of section 109(8) of the Law of Property Act 1925, which is hereby varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities.

## 13. **Indemnities**

### 13.1 **Costs and expenses**

Each Company will, on demand and on a full indemnity basis, pay to the Security Trustee the amount of all costs and expenses and other liabilities (including legal and out-of-pocket expenses and any value added tax on such costs and expenses) which the Security Trustee and/or any Receiver incurs in connection with:

- 13.1.1 the preparation, negotiation, execution and delivery of this Deed and any other document referred to in this Deed;

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- 13.1.2 any stamping, filing or registration of this Deed;
- 13.1.3 any actual or proposed amendment of or waiver or consent under or in connection with this Deed;
- 13.1.4 any discharge, release or reassignment of this Deed;
- 13.1.5 the actual or attempted preservation or exercise of any rights under or in connection with, and the actual or attempted enforcement of, this Deed;
- 13.1.6 obtaining payment of any of the Secured Liabilities;
- 13.1.7 dealing with or obtaining advice about any other matter or question arising out of or in connection with this Deed or any related document; and
- 13.1.8 all other moneys paid by the Security Trustee in connection with this Deed including (without limitation) any costs, charges and expenses specifically referred to in any of the provisions in this Deed.

### 13.2 **Recovery of costs and expenses**

The costs, expenses and other monies referred to in clause 13.1 shall be recoverable from each Company as a debt and may be debited to any account of any Company and shall if not paid when due bear interest accordingly at the Default Rate and shall be charged on that Company's Charged Assets.

### 13.3 **Indemnity from Charged Assets**

The Security Trustee and any Receiver, attorney, agent or other person appointed by the Security Trustee under this Deed and the officers and employees of the Security Trustee and any such Receiver, attorney, agent or other person (each an "**Indemnified Party**") shall be entitled to be indemnified out of the Charged Assets in respect of all costs and losses which may be incurred by, or made against, any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising out of or as a consequence of:

- 13.3.1 anything done or omitted in the exercise, or purported exercise, of the powers contained in this Deed; or
- 13.3.2 any breach by any Company of any of its obligations under this Deed; or
- 13.3.3 any claim made or asserted against an Indemnified Party under any Relevant Legislation which would not have arisen if this Deed had not been executed and which was not caused by the gross negligence or wilful default of the relevant Indemnified Party.

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**14. Power of attorney****14.1 Power of attorney**

Each Company hereby irrevocably appoints the Security Trustee and (jointly and severally) each and every Receiver appointed by the Security Trustee under the provisions of this Deed to be its attorney and in its name and on its behalf and as its act and deed or otherwise to sign, execute, seal, deliver, complete any blanks in and otherwise perfect any deed, transfer, assurance, agreement, instrument or act in each case which such Company has failed to do in accordance with its obligations under the terms of this Deed and which such Receiver or the Security Trustee may consider expedient in the exercise of any of his or its powers or in respect of that Company's obligations under this Deed. The power of attorney hereby granted is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971.

**14.2 Confirmation**

Each Company covenants with the Security Trustee and with any Receiver that if required to do so it shall ratify and confirm:

14.2.1 all transactions entered into by the Security Trustee and/or any Receiver in the proper exercise of its or their powers in accordance with this Deed; and

14.2.2 all transactions entered into by the Security Trustee and/or any Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, document or other act.

**15. Protections for the Security Trustee****15.1 Independent security**

This Deed shall be in addition to and independent of every other security, guarantee or other right or remedy held by or available to the Security Trustee for any of the Secured Liabilities or in respect of the Charged Assets, and it is hereby declared that no such other security, guarantee or other right or remedy shall merge in the security created by this Deed.

**15.2 Continuing security**

Each of the Companies acknowledge and agree that this Deed is and at all times shall be a continuing security and shall extend to cover the ultimate balance due at any time from each Company to the Security Trustee in respect of the Secured Liabilities.

**15.3 Preservation of liability**

Each of the Companies acknowledges and agrees that none of its liabilities under this Deed shall be reduced, discharged or otherwise adversely affected by:

15.3.1 any intermediate payment, settlement of account or discharge in whole or in part of the Secured Liabilities;

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- 15.3.2 any variation, extension, release, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Security Trustee may now or hereafter have from or against any of the Companies or any other person in respect of any of the Secured Liabilities;
- 15.3.3 any act or omission by the Security Trustee or any other person in taking up, perfecting or enforcing any security or guarantee from or against any of the Companies or any other person;
- 15.3.4 any termination, amendment, variation, novation or supplement of or to any of the Transaction Documents;
- 15.3.5 any grant of time, indulgence, waiver or concession to any of the Companies or any other person;
- 15.3.6 any of the administration, insolvency, bankruptcy, liquidation, winding-up, incapacity, limitation, disability, the discharge by operation of law and any change in the constitution, name and style of any of the Companies or any other person;
- 15.3.7 any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of or security held from any of the Companies or any other person;
- 15.3.8 any claim or enforcement of payment from any of the Companies or any other person;
- 15.3.9 any act or omission which would have not discharged or affected the liability of that Company had it been a principal debtor or obligor instead of guarantor or indemnifier or by anything done or omitted by any person which but for this provision might operate to exonerate or discharge that Company or otherwise reduce or extinguish its liability under this Deed; or
- 15.3.10 any other act, omission or circumstance which but for this provision would or might constitute a legal or equitable defence for or discharge of a surety, Company or indemnifier.

### 15.4 **Principal obligor**

The obligations and liabilities expressed to be undertaken by each Company under this Deed are those of principal obligor and not merely as a surety.

### 15.5 **Other rights and remedies**

The Security Trustee shall not be obliged before taking steps to enforce any of its rights and remedies against any Company under this Deed to take any action or obtain judgment against any of the other Companies or any other person.

### 15.6 **No security or other rights for Companies**

- 15.6.1 Each Company warrants to the Security Trustee that it has not taken or received, and agrees not to take, exercise or receive the benefit of any security

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or other right or benefit (whether by set-off, contribution, subrogation, indemnity, proof in insolvency or otherwise) from or against any of the Companies and any other person in respect of any liability of or payment by that Company under this Deed or otherwise in connection with this Deed.

15.6.2 If any of such rights or benefits are taken, exercised or received by any Company, that Company declares that such rights and benefits and all monies at any time received or held in respect of such rights or benefits shall be held by that Company on trust for the Security Trustee for application in or towards the discharge of the liabilities of that Company to the Security Trustee under this Deed and agrees to assign or transfer the full benefit of all such rights, benefits and monies to the Security Trustee immediately upon request by the Security Trustee.

#### 15.7 **Other rights and remedies of the Security Trustee**

This Deed shall be in addition to and shall not affect or be affected by or merge with any other judgment, security, right or remedy obtained or held by the Security Trustee from time to time for the discharge and performance of any of the liabilities and obligations of any Company to the Security Trustee.

### 16. **Interest**

#### 16.1 **Interest on liabilities**

Each of the Companies agrees to pay interest to the Security Trustee, as well after as before judgment, at the Default Rate on all sums demanded under this Deed from the date of the Security Trustee's demand under this Deed or, if earlier, the date on which the relevant damages, losses, costs or expenses in respect of which such demand was made arose, until payment in full is received by the Security Trustee.

#### 16.2 **Basis of calculation**

Interest under clause 16.1 shall accrue on a day-to-day basis and be calculated by the Security Trustee on the basis of a 365 day year and interest shall be compounded in accordance with the usual practice of the Security Trustee.

### 17. **Suspense account**

The Security Trustee may place to the credit of a suspense account any monies received under or in connection with this Deed in order to preserve the rights of the Security Trustee to prove for the full amount of all its claims against any of the Companies or any other person, and may, at any time, apply any of such monies in or towards satisfaction of any Company's liabilities under this Deed or any of the Secured Liabilities in such order as the Security Trustee, in its absolute discretion, may from time to time determine.

### 18. **Appropriation**

None of the Companies shall or may direct the application by the Security Trustee of any sums received by the Security Trustee from any Company under this Deed.

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19. **New accounts**

If the Security Trustee receives notice of any subsequent Security Interest affecting the Charged Assets or any part thereof or if this Deed ceases to be continuing for any reason whatsoever, then the Security Trustee may open a new account or accounts in the name of any Company. If the Security Trustee does not open a new account or accounts:

- 19.1 it shall nevertheless be treated as if it had done so at the time that this Deed ceases to be continuing (whether by determination, calling in, demand or otherwise) in relation to any Company; and
- 19.2 as from that time, all payments made to the Security Trustee by or on behalf of or to the account of any Company shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount for which this Deed is available at that time nor shall the liability of any Company under this Deed in any manner be reduced or affected by any subsequent transactions, receipts or payments into or out of any such accounts.

20. **Currencies**20.1 **Currency**

If at any time any amount is paid or recovery is made in respect of the Secured Liabilities in a currency ("**payment currency**") other than the currency in which the relevant obligation or liability has been incurred ("**contractual currency**") the Security Trustee may convert the amount of that payment or recovery into the contractual currency at such rate as determined conclusively by the Security Trustee for purchasing the contractual currency with the payment currency.

20.2 **Indemnity**

No payment to or recovery by the Security Trustee shall discharge the obligation or liability in respect of which it is made or received unless and until the Security Trustee shall have received payment in full without set-off, deduction or withholding in the contractual currency, and to the extent that the amount of any such payment or recovery shall on conversion fall short of such obligation or liability in the contractual currency the paying Company will on demand indemnify the Security Trustee in full against the amount of such shortfall and pay interest at the Default Rate from the date of conversion to the date on which the shortfall is paid.

21. **Further assurance**21.1 **Further assurance**

Each Company will, if and when required by the Security Trustee:

- 21.1.1 execute such further Security Interests and assurances in favour of the Security Trustee and do all such acts and things as the Security Trustee shall from time to time require over or in relation to all or any of its Charged Assets to secure the Secured Liabilities or to perfect or protect the security intended

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to be created by this Deed over its Charged Assets or any part thereof or to facilitate the realisation of the same; and

21.1.2 affix to such items of its Charged Assets or endorse or cause to be endorsed thereon as the Security Trustee shall stipulate such signs, labels, memoranda or other recognisable identification markings as the Security Trustee shall require referring or drawing attention to the security constituted by or pursuant to this Deed.

21.2 **Certain documentary requirements**

Such further Security Interests and assurances shall be prepared by or on behalf of the Security Trustee, at the expense of the relevant Company, and shall contain an immediate power of sale without notice, a clause excluding section 93 of the Law of Property Act 1925, a clause excluding the restrictions contained in section 103 of the Law of Property Act 1925 and such other clauses for the benefit of the Security Trustee as it may reasonably require.

22. **Delegation**

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. Any such delegation may be made upon the terms (including power to sub-delegate) and subject to any regulations which the Security Trustee or such Receiver (as the case may be) may think fit. Neither the Security Trustee nor any Receiver will be in any way liable or responsible to any Company for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

23. **Discharge to be conditional**

23.1 **Conditional nature of release or discharge**

Any release, discharge or settlement between any Company and the Security Trustee in relation to this Deed shall be conditional upon no obligation, security, disposition or payment to the Security Trustee by any of the Companies, the Companies or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to breach of duty by any person, bankruptcy, liquidation, administration, protection from creditors generally or insolvency or for any other reason.

23.2 **Subsequent enforcement**

If any such obligation, security, disposition or payment is void or at any time so set aside or ordered to be refunded, the Security Trustee shall be entitled subsequently to enforce this Deed against any Company as if such release, discharge or settlement had not occurred and any such security, disposition or payment had not been made.



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### 24. **Payments and taxes**

#### 24.1 **No deductions**

All sums payable by any Company under this Deed shall be paid to the Security Trustee in full:

24.1.1 without any set-off, condition or counterclaim whatsoever; and

24.1.2 clear of any deduction or withholding whatsoever save only as may be required by law or regulation which in either case is binding on it.

#### 24.2 **Gross-up**

If any deduction or withholding is required by any law, practice or regulation (whether or not such practice or regulation has the force of law) in respect of any payment due from any Company under this Deed or is in any event made, the relative sum payable by that Company shall be increased so that, after making the minimum deduction or withholding so required, that Company shall pay to the Security Trustee and the Security Trustee shall receive and be entitled to retain on the due date for payment a net sum at least equal to the sum which it would have received had no such deduction or withholding been required to be, or had in fact been, made.

### 25. **Demands and notification binding**

Any demand, notification or certificate given by the Security Trustee specifying amounts due and payable under or in connection with any of the provisions of this Deed shall, in the absence of manifest error, be conclusive and binding on each Company.

### 26. **Set-off**

#### 26.1 **Credit balances**

The Security Trustee may, without notice to any Company, apply any credit balance which is at any time held by any office or branch of the Security Trustee for the account of any Company in or towards satisfaction of any sum then due and payable from that Company or any other Company under this Deed.

#### 26.2 **Other rights**

The Security Trustee is not obliged to exercise any of its rights under this clause 26, which shall be without prejudice and in addition to any rights of set-off, combination of consolidation of accounts, lien or similar rights which the Security Trustee has under any contract or applicable law.

### 27. **Communications**

Any demand or notice under this Deed shall be in writing signed by an officer, manager or employee of the Security Trustee and (without prejudice to any other effective means of serving it) may be served on the relevant Company personally or by post and either by delivering it to any officer of that Company at any place or by despatching it addressed to that Company at its registered or principal office for the time being or a place of business of that Company last

## EXECUTION VERSION

known to the Security Trustee. Any such demand or notice delivered personally shall be deemed to have been received immediately upon delivery. Any such demand or notice sent by post shall be deemed to have been received at the opening of business in the intended places of receipt on the day following the day on which it was posted, even if returned undelivered.

## 28. Transfers

### 28.1 Transfer by the Security Trustee

The Security Trustee may without restriction assign, transfer or declare a trust in respect of the whole or any part of its rights and obligations under or in respect of this Deed.

### 28.2 Transfer by the Companies

None of the Companies may assign or transfer any of its rights and obligations under or in respect of this Deed or enter into any transaction which would result in any of those rights and obligations passing to another person.

### 28.3 Disclosure of information

The Security Trustee may disclose to any person related to the Security Trustee and/or any person to whom it is proposing to assign, transfer or declare a trust in respect of the whole or any part of its rights and obligations under or in respect of this Deed or has already done so, any information about the Companies and any person connected or associated with any Company. Each Company represents and warrants that it has (and, subject to any contrary requirement of law, will maintain) any necessary authority and consent by or on behalf of any such connected or associated persons.

## 29. Notices

29.1 Any notice or demand under this Deed to or upon a Company shall be in writing and shall be delivered by hand or sent by first class post to the registered office of the relevant Company or the registered office of the Parent (in each case marked for the attention of the Board) and a copy emailed to: [james.bryce@nvm.co.uk](mailto:james.bryce@nvm.co.uk) and [andy.leach@nvm.co.uk](mailto:andy.leach@nvm.co.uk)

29.2 Any notice to the Security Trustee shall be in writing and shall be delivered by hand or sent by first class post to:

Address: Time Central, 32 Gallowgate, Newcastle Upon Tyne NE1 4SN

FAO: James Bryce.

and a copy emailed to: [james.bryce@nvm.co.uk](mailto:james.bryce@nvm.co.uk) and [andy.leach@nvm.co.uk](mailto:andy.leach@nvm.co.uk)

29.3 Subject to clause 29.6, any such notice or demand (or a copy of it):

29.3.1 delivered by hand shall be deemed to be served at the time of delivery;

29.3.2 sent by first-class post shall be deemed to be served on the relevant Company on the day two clear Business Days after posting; or

## EXECUTION VERSION

29.3.3 sent by email shall be deemed to be served when email confirmation of receipt is received from the recipient provided that, unless such confirmation is received earlier, it will be deemed to be served four hours after sending, except that, if that is later than 5:00pm in the time zone of the recipient or the notice is not sent on a Business Day, it shall (unless such confirmation is received earlier) be deemed to be served at 8:00am in the time zone of the recipient on the next Business Day after sending).

29.4 Each Company (whether by executing this Deed or an Accession Deed) irrevocably appoints the Parent as its agent to receive all notices on its behalf and the service of any notice on or to the Parent shall be deemed service on each Company.

29.5 Subject to clause 29.6, in proving service of any notice, it shall be sufficient to prove that delivery was made or that the envelope containing the notice was properly addressed and posted or that the email was recorded on the IT system of the sender as having been sent, as the case may be.

29.6 Any notice or other communication given to the Security Trustee shall be deemed to have been given only on actual receipt.

### 30. **Accession**

#### 30.1 **Accession**

30.1.1 The Parent may request that any Group Company becomes an Acceding Company for the purposes of this Deed.

30.1.2 Subject to clause 30.3, any such Group Company shall become a Company for the purposes of this Deed if such Group Company and the Parent delivers to the Security Trustee a duly completed and executed Accession Deed, together with an accession deed to the Security Trust Deed and such supporting board and shareholder resolutions and other supporting documentation as may be required by the Security Trustee and in form and substance satisfactory to it.

#### 30.2 **Agency of the Parent**

Each of the Companies irrevocably and unconditionally appoints the Parent as its agent to execute any Accession Deed for and on its behalf.

#### 30.3 **Effective date of accession**

An Accession Deed shall not be effective unless and until it is duly executed by the Security Trustee.

### 31. **Rights cumulative**

#### 31.1 **Rights cumulative**

The rights and powers which this Deed confers on the Security Trustee are cumulative, may be exercised as often as the Security Trustee considers appropriate, and are in addition to its rights and powers under the general law.

## EXECUTION VERSION

### 31.2 **Waiver**

31.2.1 The rights of the Security Trustee (whether arising under this Deed or under the general law) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing.

31.2.2 No failure to exercise nor any delay in exercising any such right shall operate as a variation or waiver of that or any other such right. Any defective or partial exercise of any such right shall not preclude any other or further exercise of that or any other such right, and no act or course of conduct or negotiation on its part or on its behalf shall in any way preclude the Security Trustee from exercising any such right or constitute a suspension or variation of any such right.

### 32. **Consolidation**

The restriction on the right of consolidating mortgages contained in section 93 of the Law of Property Act 1925 shall not apply to this Deed.

### 33. **Partial invalidity**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will in any way be affected or impaired.

### 34. **Third party rights**

#### 34.1 **Parties to this Deed**

34.1.1 Save as permitted in this Deed, a person who is not a Party to this Deed has no rights under the Third Parties Act to enforce any term of this Deed. This clause 34 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Third Parties Act.

34.1.2 Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

#### 34.2 **Receivers and delegates**

Any Receiver and any delegate appointed under clause 22 (*Delegation*) may enforce and enjoy the benefit of any term of this Deed which expressly confers rights on it, subject to clause 34.1.2 above and the provisions of the Third Parties Act.

### 35. **Counterparts**

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

## EXECUTION VERSION

### 36. **Governing law and jurisdiction**

- 36.1 This Deed, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law.
- 36.2 Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation. Nothing in this clause shall limit the right of the Security Trustee to take proceedings against any party in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

In witness of which this Deed has been executed and delivered on the date first stated.

## EXECUTION VERSION

**SCHEDULE 1****The Original Companies**

<b>Name</b>	<b>Registered Number</b>	<b>Registered Office</b>
Project Mersey Topco Limited	14441372	Time Central, 32 Gallowgate, Newcastle Upon Tyne NE1 4SN
Project Mersey Midco Limited	14443491	Time Central, 32 Gallowgate, Newcastle Upon Tyne NE1 4SN
Project Mersey Bidco Limited	14444521	Time Central, 32 Gallowgate, Newcastle Upon Tyne NE1 4SN
Inprova Procurement Limited	11521636	2 Olympic Way, Woolston Grange Avenue, Warrington WA2 0YL
Inprova Group Limited	08896825	Unit 2 Olympic Park, Woolston Grange Avenue, Warrington WA2 0YL
Inprova Limited	073371389	Unit 2 Olympic Park, Woolston Grange Avenue, Warrington WA2 0YL
Valueworks Limited	03910513	2 Olympic Way, Birchwood, Warrington WA2 0YL
Independent Healthcare Procurement Limited	02990290	Unit 2 Olympic Way, Birchwood, Warrington WA2 0YL

EXECUTION VERSION

**SCHEDULE 2**

**Part 1 - Properties**

*Left intentionally blank*

**Part 2 - Accounts**

*Left intentionally blank*

EXECUTION VERSION

**SCHEDULE 3****Form of Accession Deed****THIS DEED** is dated

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**BETWEEN**

- (1) **[NAME] LIMITED** (registered number [ ] whose registered office is [ ]  
(the "**Acceding Company**");
- (2) **[NAME] LIMITED** (registered number [ ] whose registered office is [ ]  
(the "**Parent**"); and
- (3) **[NAME]** of [ ] (the "**Security Trustee**").

**BACKGROUND**

This deed is supplemental to a guarantee and debenture dated [ ] between, among others, the Parent, each of the Original Companies named in it and the Security Trustee (as supplemented, amended and acceded to from time to time) (the "**Debenture**").

**TERMS AGREED****1. Definitions and interpretation****1.1 Definitions**

Words and expressions defined in the Debenture shall have the same meanings in this Deed.

**1.2 Interpretation**

The principles of construction set out in clause 1.2 (*Interpretation*) of the Debenture shall apply to this deed.

**2. Accession**

The Acceding Company agrees to be a Company for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to the Debenture as an Original Company and all terms of the Debenture are deemed set out here in full.

**3. Payment obligations**

3.1 The Acceding Company hereby irrevocably and unconditionally covenants that it will pay to the Security Trustee or discharge all Secured Liabilities due, owing or incurred by it on the due date or dates for payment or discharge or, in the absence of any agreed or specified due dates, immediately on demand by the Security Trustee.

3.2 The Acceding Company hereby irrevocably and unconditionally:



## EXECUTION VERSION

- 3.2.1 guarantees to the Security Trustee the due and punctual performance by each other Company of all that Company's obligations under the Transaction Documents;
  - 3.2.2 undertakes to the Security Trustee that whenever another Company does not pay any amount when due under or in connection with any Transaction Document, that Company shall immediately on demand pay that amount as if it was the principal Company;
  - 3.2.3 undertakes to the Security Trustee that, if for any reason any Company fails to discharge any such obligation or to pay any such moneys, it shall discharge such obligation or, as the case may be, pay such moneys to the Security Trustee; and
  - 3.2.4 as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 2.2.1, irrevocably and unconditionally agrees to indemnify the Security Trustee in full on demand against all losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Security Trustee arising from or in connection with any failure by any Company to perform or discharge any of its obligations or liabilities under the Transaction Documents.
- 3.3 In consideration of the Security Trustee making or continuing to make available to one or more of the Companies loan, credit or other facilities, or giving time, indulgence or other benefit to any of the Companies, the Acceding Company hereby irrevocably and unconditionally:
- 3.3.1 guarantees to pay to the Security Trustee on demand, and in the currency in which the same falls due for payment, the Secured Liabilities; and
  - 3.3.2 as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 3.3.1 of this deed, irrevocably and unconditionally agrees to indemnify the Security Trustee in full on demand against all losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Security Trustee arising from or in connection with any failure by any Company to perform or discharge any of its obligations or liabilities in respect of the Secured Liabilities.

#### 4. **Security**

The Acceding Company with full title guarantee and as continuing security for the payment or discharge of all the Secured Liabilities and all its obligations under the Debenture mortgages, charges and assigns to the Security Trustee all its business, undertaking and assets on the terms of clause 3 (*Grant of security*) of the Debenture.

## EXECUTION VERSION

### 5. **The Parent**

The Parent enters into this deed for itself and as agent for each of the other Companies.

### 6. **Consent of the Companies**

Each of the Companies agrees to the terms of this deed and agrees that the execution of this deed will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

### 7. **Counterparts**

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

### 8. **Law**

This Deed, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law and each of parties to this deed irrevocably submits to the non-exclusive jurisdiction of the English courts.

Executed as a deed and delivered on the date appearing at the beginning of this Deed

EXECUTION VERSION

EXECUTION PAGES

THE ORIGINAL COMPANIES

**EXECUTED** (but not delivered until the date hereof) as a **DEED** by **PROJECT TOPCO LIMITED** acting by a director in the presence of:

.....  
**DIRECTOR** .....

**WITNESS**  
Signature: .....  
Name: .....Andrea Malone.....  
Address: .....  
Occupation: .....

**EXECUTED** (but not delivered until the date hereof) as a **DEED** by **PROJECT MIDCO LIMITED** acting by a director, in the presence of:

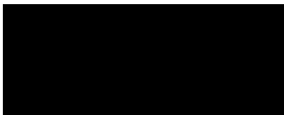
.....  
**DIRECTOR** .....

**WITNESS**  
Signature: .....  
Name: .....Andrea Malone.....  
Address: .....  
Occupation: .....

EXECUTION VERSION

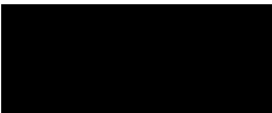
**EXECUTED** (but not delivered until the date hereof) as a **DEED** by **PROJECT BIDCO LIMITED** acting by a director in the presence of:

DIRECTOR



**WITNESS**

Signature:



Name:

Andrea Malone

Address:

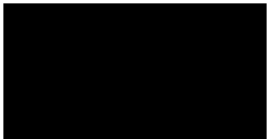


Occupation:



**EXECUTED** (but not delivered until the date hereof) as a **DEED** by **INPROVA PROCUREMENT LIMITED** acting by a director in the presence of:

DIRECTOR



**WITNESS**

Signature:



Name:

Andrea Malone

Address:

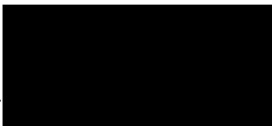


Occupation:



**EXECUTED** (but not delivered until the date hereof) as a **DEED** by **INPROVA GROUP LIMITED** acting by a director in the presence of:

DIRECTOR



**WITNESS**

Signature:



Name:

Andrea Malone

Address:



Occupation:



EXECUTION VERSION

**EXECUTED** (but not delivered until the date hereof) as a **DEED** by **INPROVA LIMITED** acting by a director in the presence of:

.....  
**DIRECTOR**

.....  
[Redacted Signature]

**WITNESS**

Signature: .....

[Redacted Signature]

Name: .....

Andrea Malone

Address: .....

[Redacted Address]

Occupation: .....

[Redacted Occupation]

**EXECUTED** (but not delivered until the date hereof) as a **DEED** by **VALUEWORKS LIMITED** acting by a director in the presence of:

.....  
**DIRECTOR**

.....  
[Redacted Signature]

**WITNESS**

Signature: .....

[Redacted Signature]

Name: .....

Andrea Malone

Address: .....

[Redacted Address]

Occupation: .....

[Redacted Occupation]

**EXECUTED** (but not delivered until the date hereof) as a **DEED** by **INDEPENDENT HEALTHCARE PROCUREMENT LIMITED** acting by a director in the

.....  
**DIRECTOR**

.....  
[Redacted Signature]

**WITNESS**

Signature: .....

[Redacted Signature]

Name: .....

Andrea Malone

Address: .....

[Redacted Address]

Occupation: .....

[Redacted Occupation]

EXECUTION VERSION

THE SECURITY TRUSTEE

**EXECUTED** (but not delivered until the date hereof) as a **DEED** by **NVM PE LIMITED** acting by a **director**, in the presence of:

.....  
**DIRECTOR**

**WITNESS**

Signature: .....  
Name: James Bryce .....  
Address: .....  
.....  
Occupation: .....