



Registration of a Charge

Company name: **DCML LIMITED**

Company number: **03929354**



X6FB3YP5

Received for Electronic Filing: **19/09/2017**

Details of Charge

Date of creation: **14/09/2017**

Charge code: **0392 9354 0008**

Persons entitled: **ARENA LIMITED SPV, LLC**

Brief description: **(I) ALL THE COMPANY'S RIGHT, TITLE OR INTEREST IN ANY LAND SITUATED IN ENGLAND & WALES AND (II) ALL THE COMPANY'S INTELLECTUAL PROPERTY (EACH AS MORE PARTICULARLY DESCRIBED IN THE ATTACHED CHARGE DOCUMENT).**

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MIKELA ROCHFORD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3929354

Charge code: 0392 9354 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th September 2017 and created by DCML LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th September 2017 .

Given at Companies House, Cardiff on 21st September 2017

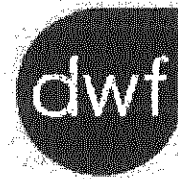
The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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



DATED 14 September 2017

THE COMPANIES named in Schedule 1
as Companies

ARENA LIMITED SPV, LLC
as Arena

CROSS-GUARANTTEE AND DEBENTURE

relating to the Companies

CERTIFIED A TRUE AND COMPLETE
COPY OF THE ORIGINAL

FOR DWF LLP

CHANE DOWNERY

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DATED 14 September 2017

PARTIES

- (1) **THE COMPANIES** named in Schedule 1 (The Companies) (each a "Company" and together the "Companies")
- (2) **ARENA LIMITED SPV, LLC** a limited liability company incorporated in Delaware and having its principal place of business at 405 Lexington Avenue, 59th Floor, New York, New York 10174, USA ("Arena")

BACKGROUND

The Companies have agreed to enter into this Debenture for the purpose of providing security to Arena for the Secured Liabilities.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture:

"Account Bank" means Barclays Bank PLC or such other bank with which the Book Debt Collection Accounts are held.

"Accounts" means, in the case of the Companies, the latest annual (if consolidated, then consolidated) audited profit and loss account and audited balance sheet of the Companies and its Subsidiaries (if any) available from time to time.

"AISG" means Automotive and Insurance Solutions Group plc, a company incorporated in England and Wales with company number 04360804 and having its registered office at Alpha 1, Canton Lane, Hams Hill, Birmingham, B46 1GA.

"Authorities" means all national and local governments, government departments, supranational bodies, local or public authorities, statutory undertakings, states or agencies.

"Book Debts" means:

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Companies; and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of trading, unpaid vendor's liens and all similar connected or related rights and assets).

"Book Debt Collection Accounts" means each of the bank accounts specified in Part 3 of Schedule 2 (*Details of Charged Property*).

"Business Day" means any day (other than a Saturday) on which banks are open for business in London.

"Business Operator" means a person carrying out any business, process or other undertaking (whether currently operated by or under the control or with the consent of the Companies, or otherwise) whether at the Property or elsewhere.

"Charged Accounts" means:

- (a) each Book Debt Collection Account; and
- (b) each other account charged by or pursuant to this Debenture,

but shall not include the Excluded Accounts.

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

"Charged Property" means the whole or any part of the property, assets, income and undertaking of the Companies from time to time mortgaged, charged or assigned to Arena pursuant to this Debenture.

"Charged Securities" means:

- (a) the securities specified in Part 2 of Schedule 2 (*Details of Charged Property*); 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 Company or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Company has an interest at any time.

"Contracts" means all the Companies' rights, title, interest and benefit in and to any contract in respect of the whole or any part of the Charged Property to which any of the Companies is a party.

"Costs" means all costs, charges or expenses of whatsoever nature (including, without limitation, legal fees) including, without limitation, disbursements and any Value Added Tax to be charged on such costs, charges, expenses and disbursements.

"Default Rate" means the rate of interest determined in accordance with clause 2.2 of Appendix 1 of the Facility Agreement.

"Eight Bar" means Eight Bar Financial International S.à r.l., a private limited liability company (société à responsabilité limitée) duly incorporated and validly existing under the laws of the Grand-Duchy of Luxembourg, having its registered office at 121 avenue de la Faïencerie, Luxembourg, Grand-Duchy of Luxembourg and registered with the Luxembourg Trade and Companies' Register under number B 202.540.

"Environment" means all of the air, water and land including air within buildings and other natural or man-made structures above or below ground.

"Environmental Authorisations" means all permits, licences, consents or other authorisations or approvals required at any time under any Environmental Legislation for the operation of any Business Operator and the occupation or use of the Property by any person.

"Environmental Claim" means any claim, notice of violation, prosecution, demand, action, official warning, abatement or other order (conditional or otherwise) relating to Environmental Matters and any notification or order requiring compliance with the terms of any Environmental Authorisation or Environmental Legislation.

"Environmental Legislation" means all applicable statutes, statutory instruments, common law, treaties, regulations, directives, codes of conduct, circulars, guidance notes, orders, notices, demands and other measures imposed by any Authority to which the Companies or any Business Operator or the Property is or has been or may be or may have been subject which relate to the pollution or protection of the Environment or the protection of the health of any living organism or the protection of public health or welfare.

"Environmental Matters" means:

- (a) the generation, deposit, disposal, keeping, treatment, transportation, transmission, handling, importation, exportation, processing, collection, sorting, presence or manufacture of any waste (as defined in the Environmental Protection Act 1990) or of any Relevant Substance;
- (b) public or private nuisance, noise, defective premises or health and safety at work;
- (c) the carrying out of any development (as defined in section 55(1) Town and Country Planning Act 1990); and
- (d) any act, default or phenomenon which is capable of causing harm to human health or welfare or harm to any other living organism or of damaging the Environment.

"Event of Default" means **"Termination Event"** as defined in the Facility Agreement.

"Exchange Rate" means the prevailing spot rate of exchange of Lloyds Bank plc (as conclusively determined by Lloyds Bank plc) at or around 11 am on the date on which any conversion of currency is to be effected pursuant to this Debenture.

"Excluded Accounts" means each of the accounts specified in Schedule 5 (*Excluded Accounts*).

"Facility Agreement" means the facility agreement originally dated 25 January 2016 and made between GQS as lender and AISG as borrower, as amended by letters of amendment dated 29 July 2016, 22 August 2016, 27 September 2016, 19 October 2016, 30 December 2016, 31 March 2017 and 28 April 2017, as assigned by a Deed of Assignment dated 22 August 2016 between GQS and Arena pursuant to which GQS assigned to Arena all of its rights, title, interest and benefits in and to the Debt (as defined therein), the Facility Agreement and the Security (as defined therein) as further novated, amended and restated by a Deed of Novation, Amendment and Restatement dated 25 May 2017 between, amongst others, Arena, AISG and Accident Exchange Limited pursuant to which, amongst other things, the rights and obligations of AISG as borrower under the Facility Agreement

were transferred to and assumed by Accident Exchange Limited, as amended by an amendment deed dated on or around the date of this Debenture.

"Finance Documents" shall have the meaning ascribed in the Facility Agreement.

"Fixtures" means all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Companies and deemed by law to be immovable property.

"Guarantors" means any Company insofar only as it hereby covenants to pay or discharge monies, obligations or liabilities due, owing or incurred by any of the Companies other than itself to Arena and "Guarantors" and "Guarantee" shall be construed accordingly and the latter expression shall extend to every separate stipulation or agreement contained in Schedule 3 (*Guarantee Provisions*).

"GQS" means GQS Finance Limited, a company incorporated in England and Wales with company number 09528138 and having its registered office at 41-44 Great Queen Street, London, WC2B 5AD.

"Group" means the Companies and their respective Subsidiaries (if any) from time to time.

"Insolvency Act" means the Insolvency Act 1986.

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Company, or in which a Company from time to time has an interest (including, without limitation the policies of insurance (if any) specified in Part 4 of Schedule 2 (*Details of Charged Property*)).

"Intellectual Property" means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trademarks, registered and unregistered service marks, registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, know how, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get up and any similar rights existing in any country; and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing.

"Intercreditor Agreement" means an agreement of even date made between (1) Arena (2) Morgan Stanley Bank International Limited (3) Eight Bar and (4) Accident Exchange Limited, APU Limited, DCML Limited, Accident Exchange 2004 Limited, AXI Limited, AIS (Alpha 1) Limited, In-Car Cleverness Limited, Dealer Car Management Limited, AX Finance Limited and Oops! (RRI) Limited.

"Know how" means all the body of knowledge, technical experience, expertise and skills, technical processes, secret processes, formulae and technical information held by the Companies and relating to its business, which is not in the public domain.

"LPA" means the Law of Property Act 1925.

"Material Adverse Effect" means, in relation to any person, a material adverse effect on any one or more of that person's:

- (a) financial condition;
- (b) business/operations; and
- (c) ability to comply with any obligations under this Debenture.

"Material Environmental Effect" means any effect on the Environment which is, or is reasonably likely in the opinion of Arena, in its sole discretion, to have a material adverse effect on:

- (a) the financial condition of the Companies; or
- (b) the ability of the Companies to perform their respective obligations under or otherwise comply with the terms of this Debenture; or
- (c) the value or marketability of the Property.

"Nominees" means Arena, its agents, nominees and any other person holding the Charged Investments on behalf of Arena from time to time.

"Occupational Leases" means all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Property, the immediate reversion to which is vested in any of the Companies.

"Permitted Security Interest" means:

- (a) any security constituted by a Junior Security Document (as defined in the Intercreditor Agreement);
- (b) any Security Interest granted in favour of Eight Bar;
- (c) the security constituted by this Debenture and any other Security Interest granted in favour of Arena;
- (d) liens arising by operation of law in the ordinary course of business; and
- (e) assets subject to lease, hire purchase or similar arrangements in the ordinary course of business.

"Planning Acts" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Local Government Planning and Land Act 1980 and the Ancient Monuments and Archaeological Areas Act 1979.

"Plant and Machinery" means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other such assets (other than Fixtures) whatsoever, wherever situate, which are now, or at any time after the date of this Debenture become, the property of the Companies.

"Property" means all estates and other interests in any freehold, leasehold or other immovable property situated in England and Wales (including, without limitation, all Fixtures on such property) which are now, or at any time after the date of this Debenture become, the property of the Companies, all proceeds of sale derived from such property and the benefit of all covenants to which the Companies are entitled in respect of such property.

"Receiver" means any receiver appointed pursuant to this Debenture.

"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 Jurisdiction" In respect of any person means the jurisdiction in which such person is incorporated or, if different, has its principal place of business.

"Relevant Substance" means all substances which are defined or regulated as toxic, hazardous, flammable, highly reactive and explosive, or any of these, pursuant to any Environmental Legislation (whether in a solid or liquid form or in the form of a gas or vapour and whether alone or in combination with any other substance) and all radioactive, electrical or electromagnetic emissions which are capable of causing harm to human health or welfare or harm to any other living organism or of damaging the Environment.

"Rights" means all the Companies' rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Companies' rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by the Companies or any person deriving title from the Companies from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which any of the Companies has an interest).

"Scheduled Property" means all the property short particulars of which are set out in the Schedule 2 (*Details of Charged Property*) (if any), including, without limitation, all fixtures on such property.

"Secured Liabilities" means all monies, debts and liabilities from time to time due, owing or incurred by the Companies to Arena pursuant to the Finance Documents, in each case:

- (a) whether present or future;
- (b) whether alone or jointly with any other person;
- (c) whether actual or contingent;
- (d) whether as principal or as surety;
- (e) in whatsoever name, firm or style;
- (f) in whatsoever currency denominated; or
- (g) otherwise,

including, without limitation, all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting notes or bills, under bonds, guarantees, indemnities, documentary or other credits or any Instruments from time to time entered into by Arena for or at the request of the Companies together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees, costs (including, without limitation, legal fees) on a full indemnity basis and other charges.

"Security Interest" means any mortgage, charge, assignment, pledge, lien, right of set off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including, without limitation, any "hold back" or "flawed asset" arrangement together with any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback arrangement, trust agreement, declaration of trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security.

"Subsidiary" bears the same meaning as that contained in section 1159 of the Companies Act 2006.

"Taxes" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected or withheld pursuant to any regulation having the force of law and "Taxation" shall be construed accordingly.

1.2 Interpretation

1.2.1 In this Debenture:

- (a) the Contents page and Clause headings are included for convenience only and do not affect the construction of this Debenture;
- (b) words denoting the singular include the plural and vice versa; and
- (c) words denoting one gender include each gender and all genders.

1.2.2 In this Debenture, unless the context otherwise requires, references to:

- (a) persons include references to natural persons, firms, partnerships, companies, corporations, associations, organisations and trusts (in each case whether or not having a separate legal personality);
- (b) documents, instruments and agreements (including, without limitation, this Debenture and any document referred to in this Debenture) are references to such documents, instruments and agreements as modified, amended, varied, supplemented or novated from time to time;
- (c) receivers are references to receivers of whatsoever nature including, without limitation, receivers and managers and administrative receivers;
- (d) the terms "Arena" and "Receiver" include, where the context so admits, references to any delegate of any such person;
- (e) the terms "Company" and "Guarantor" include every person liable under this Debenture and any other person lawfully acting on behalf of such person;

- (f) a party to this Debenture include references to its successors, transferees and assigns;
- (g) Recitals, Clauses and Schedules are references to recitals to this Debenture, Clauses of this Debenture and Schedules to this Debenture; and references to this Debenture include its Schedules;
- (h) paragraphs are references to paragraphs of the Schedule in which the references appear;
- (i) statutory provisions (where the context so admits and unless otherwise expressly provided) are construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time, and to any orders, regulations instruments or other subordinate legislation made under the relevant statute; and
- (j) a time of day is a reference to London time.

1.2.3 In the event of any inconsistency between the terms of this Debenture and the terms of the Facility Agreement and/or the Intercreditor Agreement, the terms of the Facility Agreement and/or the Intercreditor Agreement, as the case may be, shall prevail.

2 JOINT AND SEVERAL LIABILITY

The covenants, agreements, obligations and liabilities of the Companies and Guarantors contained in this Debenture or implied on their part are joint and several and shall be construed accordingly.

3 COVENANT TO PAY AND GUARANTEE

3.1 Each of the Companies hereby covenants that it will on demand pay to Arena or discharge, as the case may be, all the Secured Liabilities when the Secured Liabilities become due.

3.2 Each Guarantor hereby irrevocably and unconditionally guarantees that it will on demand pay to Arena all monies and discharge all obligations and liabilities covenanted to be paid or discharged by each Company pursuant to Clause 3.1 (save to the extent that such Company on first demand pays such monies or discharges such obligations and liabilities when the same are due and save to the extent that such Guarantor is the principal debtor in respect thereof), and undertakes to indemnify and hold Arena harmless against all losses, costs, expenses, claims and liabilities whatsoever which Arena may suffer or incur or otherwise sustain in connection with the monies, obligations and liabilities covenanted to be paid or discharged pursuant to Clause 23.1, any facility or facilities granted by Arena to any Company or any variation, extension, renewal or replacement thereof as a result of any default by any Company. The Companies shall on demand pay to Arena or discharge, as the case may be, all the Secured Liabilities when the Secured Liabilities become due.

4 INTEREST

The Companies shall pay to Arena in respect of interest comprised in the Secured Liabilities (after as well as before any demand made or judgment obtained or the liquidation or administration of the Companies) such interest at the rates and upon the terms from time to time agreed with Arena upon such days as Arena may from time to time determine and such interest shall be compounded in the event of it

not being punctually paid with quarterly rests in accordance with the usual practice of Arena but without prejudice to the right of Arena to require payment of such interest when due.

5 SECURITY

By way of continuing security in favour of Arena for the payment and discharge of the Secured Liabilities, the Companies with full title guarantee hereby charges to Arena or assigns to Arena (as the case may be) the property set out below in the manner set out below (the assignment set out below is an absolute assignment for the purposes of section 136 of the LPA (Legal assignments of things in action) and is not made by way of charge only).

5.1 Scheduled Property

By way of fixed charge by way of legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property in existence at the date of this Debenture.

5.2 Other Property

By way of fixed charge the Property (except the Scheduled Property validly charged in Clause 5.1 (*Scheduled Property*)) and all Rights relating to such Property.

5.3 Contracts

By way of absolute legal assignment, the Contracts.

5.4 Book Debts

By way of fixed charge, the Book Debts.

5.5 Book Debt Collection Accounts

By way of fixed charge:

- (a) the Book Debt Collection Accounts and all monies at any time standing to the credit of the Book Debt Collection Accounts;
- (b) all other accounts of the Companies (excluding the Excluded Accounts) with any bank, financial institution or other person at any time (not charged by clause 5.5(a)) 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.

5.6 Intellectual Property

By way of fixed charge, all the Intellectual Property owned, possessed or controlled by the Companies.

5.7 Plant and Machinery

By way of fixed charge, the Plant and Machinery.

5.8 Charged Securities

By way of fixed charge:

- (a) the Charged Securities referred to in Part 2 of Schedule 2 (*Details of Charged Property*); and
- (b) all other Charged Securities (not charged by Clause 5.8(a),

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

5.9 Insurances

By way of fixed charge, all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances (to the extent not otherwise validly and effectively assigned pursuant to Clause 5.11 (*Assignment*) below).

5.10 Goodwill

By way of fixed charge, all the goodwill and uncalled capital for the time being of the Companies.

5.11 Assignment

By way of legal assignment, all of each Company's right, title and interest in and to all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances.

5.12 Floating charge

By way of floating charge:

- (a) all the undertaking and assets of the Companies whatsoever, wherever situate, whether movable, immovable, present or future (including, without limitation, its uncalled capital for the time being and all the undertaking and assets of the Companies referred to above which are, for any reason, not validly charged or assigned pursuant to Clause 5.1 (*Scheduled Property*) to Clause 5.10 (*Goodwill*) of this Debenture); and
- (b) (whether or not effectively so charged or assigned) all the present and future heritable property and all other property and assets of the Companies in Scotland.

Such floating charge being a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 of the Insolvency Act, the provisions of such paragraph applying to such floating charge.

5.13 Notice of Assignment – Immediate notice

On the Date of this Debenture (and within five Business days of obtaining any Insurance or the opening of any Charged Account after the date of this Debenture) each Company shall:

- (a) in respect of each Charged Account deliver a duly completed notice to the Account Bank and procure that the Account Bank executes and delivers to Arena an acknowledgement, in each case in the respective forms set out in Schedule 4 (*Form of notice to and acknowledgement from Account Bank*); and
- (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 Arena an acknowledgement, in each case in the respective forms set out in Schedule 5 (*Form of notice to and acknowledgement by insurers*).

6 CONVERSION OF FLOATING CHARGE

6.1 Conversion by notice

Arena may by notice to the Companies convert the floating charge contained in this Debenture into a fixed charge as regards such Charged Property as Arena may specify (whether generally or specifically) in that notice:

- (a) if it considers that it would be desirable to do so in order to protect, preserve or supplement the charges over the Charged Property or the priority of those charges; or
- (b) on, or at any time following, the occurrence of an Event of Default (whether or not the Event of Default is continuing at the relevant time), or both.

6.2 Automatic conversion

If, without the prior written consent of Arena, any of the Companies creates any Security Interest over any of the Charged Property not expressed to be subject to a fixed charge under this Debenture, or attempts to do so, or if any person levies or attempts to levy any distress, attachment, execution or other legal process against any of such Charged Property, the floating charge created by this Debenture over the Charged Property the subject of such Security Interest or process will automatically, without notice, be converted into a fixed charge as soon as such event occurs. The provisions of this Clause 6.2 will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

7 FURTHER ASSURANCE

The Companies shall:

- (a) forthwith, at any time if so required by Arena, at its own expense execute and deliver to Arena such further legal or other mortgages, charges, assignments, securities, authorities and documents as Arena may in its discretion require of the whole or such part of the Charged Property as Arena may specify, in such form as Arena may in its discretion require, to secure the payment or discharge of the Secured Liabilities, including, without limitation, in order to vest the whole or such part of the Charged Property in Arena, the nominee of Arena or in any purchaser from Arena or the Receiver;

- (b) pending the execution and delivery of any such assignments, hold such Charged Property upon trust for Arena subject to the provisions of this Debenture; and
- (c) pending the execution and delivery of any such mortgages, charges, or other security, hold such Charged Property subject to the provisions of this Debenture.

8 DEPOSIT OF DOCUMENTS AND TITLE DEEDS AND DIVIDENDS AND VOTING RIGHTS

8.1 At the written request of Arena, the Companies shall deposit with Arena (and Arena during the continuance of this security may hold and retain):

- (a) all deeds and documents of title relating to the Property including, without limitation, all Occupational Leases;
- (b) all certificates and other documents of title or evidence of ownership to the Charged Securities and their Related Rights;
- (c) Instruments of transfer in respect of the Charged Securities (executed in blank and left undated) and/or such other documents as Arena 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);
- (d) all such deeds and documents of title (if any) relating to the Book Debts as Arena may from time to time specify; and
- (e) copies of all the Contracts certified to be true copies by one director of or solicitor acting for the Companies.

8.2 The Companies shall:

- (a) as soon as reasonably practicable give notice to any custodian of any agreement with such Company in respect of any Charged Investment in a form Arena may reasonably require and use their reasonable endeavours to ensure that the custodian acknowledges that notice in a form Arena may require;
- (b) promptly pay all calls or other payments which may become due in respect of its Charged Investments;
- (c) not nominate another person to enjoy or exercise all or any specified rights of any Company in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise;
- (d) without limiting its obligations under the Facility Agreement, comply with all requests for information within their knowledge relating to the Charged Investments which are made under section 793 of the Companies Act 2006 and, if they fail to do so, Arena may provide such information as it may have on behalf of the Companies.

8.3 Until an Event of Default occurs and is continuing, each Company shall be entitled to:

- (a) receive and retain all dividends, distributions and other monies paid on or derived from its Charged Securities; and
- (b) exercise all voting and other rights and powers attaching to its Charged Securities, provided that it must not do so in a manner which:
 - (i) 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 Finance Documents; or
 - (ii) is prejudicial to the interests of Arena.

8.4 At any time following the occurrence of an Event of Default which is continuing, Arena may complete the instrument(s) of transfer for all or any Charged Securities on behalf of any Company in favour of itself or such other person as it may select.

8.5 At any time when any Charged Security is registered in the name of Arena or its nominee, Arena shall be under no duty to:

- (a) 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;
- (b) verify that the correct amounts are paid or received; or
- (c) 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.

9 **NEGATIVE PLEDGE**

Except in the case of any Permitted Security Interest, the Companies shall not:

- (a) create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property;
- (b) convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Charged Property;
- (c) permit or agree to any variation of the rights attaching to the whole or any part of the Charged Property;
- (d) do, cause or permit to be done anything which may in the opinion of Arena, in any way deprecate, jeopardise or otherwise prejudice the value to Arena (whether monetary or otherwise) of the whole or any part of the Charged Property; or
- (e) release, exchange, compound, set off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts save as expressly provided in this Debenture.

10 **THE BOOK DEBT COLLECTION ACCOUNTS**

10.1 Until all the security constituted by this Debenture is discharged the Companies shall:

- (a) collect and realise all Book Debts in the ordinary course of its business. For the avoidance of doubt, it is hereby declared that for the purposes of this Debenture, the ordinary course of business of the Companies does include and extend to the selling, assigning or in any other way factoring or discounting of any Book Debts. The Companies shall hold the proceeds of such collection and realisation of the Book Debts upon trust for Arena pending payment of such proceeds into the relevant Book Debt Collection Account;
- (b) if Arena so requires, pay the proceeds of such collection and realisation into the relevant Book Debt Collection Account;
- (c) not except with the prior written consent of Arena, withdraw from any of the Book Debt Collection Accounts all or any monies standing to the credit of the Book Debt Collection Accounts; and
- (d) if called upon so to do by Arena execute a legal assignment of the Book Debts to Arena in such terms as Arena may in its discretion require and at any time after an Event of Default has occurred give such notice of that legal assignment to the debtors from whom the Book Debts are due, owing or incurred and take any such other step as Arena may in its discretion require to perfect such legal assignment.

10.2 The initial Account Bank is Barclays Bank PLC.

10.3 The Account Bank may only be changed to another bank or financial institution with the prior written consent of Arena.

10.4 Each Company shall take any action which Arena reasonably requires to facilitate a change of Account Bank and any transfer of credit balances (including the execution of bank mandate forms) and irrevocably appoints Arena as its attorney to take any such action if that Company should fail to do so.

10.5 On the Date of this Debenture (and within five Business days of the opening of any Charged Account after the date of this Debenture) each Company shall in respect of each Charged Account deliver a duly completed notice to the Account Bank and procure that the Account Bank executes and delivers to Arena an acknowledgement, in each case in the respective forms set out in Schedule 4 (*Form of notice to and acknowledgement from Account Bank*) or in such other form as Arena shall agree.

11 REPRESENTATIONS AND WARRANTIES

11.1 Each of the Companies represents and warrants to Arena that:

(a) Status

It is duly incorporated and validly existing under the laws of its Relevant Jurisdiction and is fully qualified and empowered to own its assets and carry out its business;

(b) Powers

It has power to enter this Debenture and to exercise its rights and perform its obligations hereunder, and has taken all necessary corporate and other action to authorise the execution, delivery and performance of any other documents referred to herein;

(c) Authorisations

all acts, conditions, authorisations and other things required to be done, fulfilled and performed by it in order:

- (i) to enable it lawfully to enter into, exercise its rights under and perform and comply with the obligations expressed to be assumed by it in this Debenture;
 - (ii) to ensure that the obligations expressed to be assumed by it in this Debenture are legal, valid and binding; and
 - (iii) to make this Debenture admissible in evidence in the Relevant Jurisdiction,
- have been done, fulfilled and performed and are in full force and effect;

(d) No filing

under the laws of the Relevant Jurisdiction in force at the date hereof, it is not necessary that this Debenture be filed, recorded or enrolled with any court or other authority in the Relevant Jurisdiction or that any stamp, registration or similar tax be paid on or in relation to this Debenture (or where it is so required, this Debenture has been so filed, recorded or enrolled or such stamp, registration or other tax has been paid);

(e) Legal validity

the obligations expressed to be assumed by it in this Debenture are legal and valid obligations binding on it in accordance with the terms of this Debenture;

(f) Insolvency

neither it nor any other member of the Group has taken any corporate action nor have any other steps been taken or legal proceedings been started or threatened against it or any other member of the Group for its winding up, dissolution or re organisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or of any or all of its revenues or assets;

(g) No default

no Event of Default is outstanding or might result from the execution and performance of this Debenture, nor is any other event outstanding which constitutes (or, with the giving of notice, lapse of time, determination of materiality or the fulfilment of any other applicable condition or any combination of the foregoing, might constitute) a default under any document which is binding on it or any other member of the Group, or on any of its revenues or assets or of any other member of the Group, to an extent or in a manner which might have a Material Adverse Effect in relation to it or any other member of the Group;

(h) Non conflict

It does not require the consent, approval or authority of any other person to enter into or perform its obligations under this Debenture and its entry into and performance of, and the transactions contemplated by, this Debenture will not:

- (i) constitute any breach of, or default under, any contractual, governmental or public obligation binding upon it;
- (ii) conflict with its constitutional documents; nor
- (iii) result in the creation or imposition of (or enforceability of) any Security Interest over the whole or any part of the undertaking or assets of the Companies pursuant to the provisions of any agreement or document other than this Debenture;

(i) No deduction

It will not be required to make any deduction or withholding from any payment it may make under this Debenture;

(j) Litigation

no action, arbitration or administrative proceeding of or before any court, tribunal or agency is current, pending or threatened which might, if adversely determined have a Material Adverse Effect in relation to it or any other member of the Group;

(k) No undisclosed Security Interest

save as disclosed to Arena in writing before the date of this Debenture and save for Permitted Security Interests, no Security Interest exists over all or any of the present or future revenues or assets of It or of any other member of the Group;

(l) Future Security Interest

except as contemplated by this Debenture, the execution of this Debenture by It and its exercise of the rights and performance of its obligations hereunder will not result in the existence of or oblige any other member of the Group to create any Security Interest over all or any of Its present or future revenues or assets;

(m) Other information

all of the written information supplied by or on behalf of the Companies to Arena is true, complete and accurate in all material respects;

(n) Other circumstances

It is not aware of any facts or circumstances that have not been disclosed to Arena which might have a Material Adverse Effect in relation to It;

(o) **Ownership of the Charged Property**

it is absolutely, solely and beneficially entitled to all the Charged Property as from the date it or any part of it falls to be charged under this Debenture and the rights of the Companies in respect of the Charged Property are free from any Security Interest of any kind other than a Permitted Security Interest;

(p) **Charged Securities**

The Charged Securities listed in Part 2 of Schedule 2 (*Details of Charged Property*) constitute the entire share capital owned by each Company in the relevant company and constitute the entire share capital of each such company at the date of this Debenture.

(q) **No disposal**

it has not sold or agreed to sell or otherwise disposed of, or agreed to dispose of, the benefit of all or any of the Companies' right, title and interest in and to the Charged Property other than pursuant to trading in the ordinary course of business.

- 11.2 The representations and warranties set forth in this Clause are given and made on and as of the date of this Debenture, shall survive the execution of this Debenture and other than the representation in Clause 11.1(m) (*Representations and warranties Other Information*) are continuing representations and warranties which are deemed to be repeated during the continuance of the security constituted by this Debenture.

12 UNDERTAKINGS

The Companies gives each of the undertakings contained in this Clause to Arena.

12.1 Business

The Companies shall carry on their respective businesses in a proper and efficient manner and, except with the prior written consent of Arena, shall not make any alteration in the nature or mode of conduct of such business (whether by acquisition or otherwise).

12.2 Books of account

The Companies shall:

- (a) keep, or cause to be kept, proper books of account relating to the business of the Companies; and
- (b) keep such books of account, and all other documents relating to the affairs of the Companies, at the Companies' registered office.

12.3 Duration

The undertakings in this Clause shall remain in force during the continuance of the security constituted by this Debenture.

12.4 To comply with statutes

The Companies shall comply with all requirements of any Authority, all obligations under any statute and all bylaws and regulations relating to the whole or any part of the Charged Property.

12.5 To provide information

The Companies shall furnish to Arena forthwith on demand by Arena such information and supply such documents or papers relating to the Charged Property from time to time as Arena may in its discretion require.

12.6 Access and information

The Companies shall:

- (a) upon prior written notice, permit Arena, its representatives and agents free access at all reasonable times to examine and take copies and extracts from the records, books of account and statutory books of the Companies;
- (b) furnish Arena with all additional information which Arena may in its discretion require in connection with such examination; and
- (c) cooperate and comply with all reasonable requests relating to such examination.

12.7 Notification of Events of Default

The Companies shall forthwith notify Arena in writing of the happening of any Event of Default.

12.8 Debenture by Subsidiary

The Companies shall procure that any Companies which may be or become a Subsidiary of the Companies at any time during the subsistence of this Debenture shall provide in favour of Arena such security in such form as Arena may in its discretion require.

12.9 Shares of Subsidiary

The Companies shall not permit any Subsidiary of the Companies to issue any shares except to the Companies itself or to one of its other wholly owned Subsidiaries.

12.10 Insurances

The Companies shall:

- (a) insure and keep insured the Property and all of its undertaking and assets other than the Property with reputable and responsible insurers in such manner and to such extent as is reasonable and customary for an enterprise engaged in the same or a similar business and in the same or similar localities and against such risks and contingencies as Arena shall from time to time request;
- (b) procure that the interest of Arena is noted on all Insurances in such manner as Arena may in its absolute discretion require;

- (c) duly and punctually pay all premiums and any other monies necessary for maintaining the Insurances in full force and effect;
- (d) ensure that Insurances contain a first loss payee clause and a standard mortgagee clause, whereby such Insurances will not be invalidated, vitiated or avoided as against a mortgagee in the event of any misrepresentation, act, neglect or failure to disclose on the part of the insured;
- (e) produce to Arena on request copies of all policies and all receipts for the current premiums with respect to the Insurances; and
- (f) immediately give notice to Arena of any occurrence which gives rise, or might give rise, to a claim under any Insurances and, except with the prior written consent of Arena, the Companies shall not agree to settlement of any such claim.

If the Companies at any time fail to perform any of their obligations contained in this Clause, Arena may effect or renew such Insurances as Arena thinks fit and the Companies shall reimburse Arena for the Costs thereby incurred on demand. Such Costs will bear interest in accordance with Clause 4 (*Interest*) from the date of payment by Arena until the date of reimbursement.

12.11 Insurance monies

12.11.1 Any monies received by virtue of any Insurances relating to the whole or any part of the Charged Property (whether effected pursuant to this Debenture or otherwise) will be deemed to be part of the Charged Property. The Companies shall apply all such monies in making good, or in recouping expenditure incurred in making good, any loss or damage or, if Arena in its discretion so requires, towards discharge of the Secured Liabilities.

12.11.2 the Companies shall ensure that all such monies as are referred to in Clause 12.11.1 which are not paid directly by the insurers to Arena shall be held by the recipient upon trust for Arena and be applied by the Companies in accordance with Clause 12.11.1.

12.11.3 This Clause applies whether or not this Debenture has become enforceable.

12.12 To repair

The Companies shall:

- (a) at all times keep in good and substantial repair and condition, or in the case of leasehold property in such state of repair and condition as required by the relevant lease, all the Charged Property including, without limitation, all buildings, erections and structures on and in the Property;
- (b) keep all Plant and Machinery in good repair, working order and condition and fit for its purpose; and
- (c) where it is uneconomic to repair any part of the Charged Property, replace such part by another similar asset of equal or greater quality and value.

12.13 Environment

The Companies shall:

- (a) and shall procure that any Business Operator shall, obtain and maintain in full force and effect all Environmental Authorisations and ensure that the Property, itself and any Business Operator complies with all Environmental Legislation; and
- (b) promptly on becoming aware of it inform Arena of any Environmental Claim which has been made or threatened against any of the Companies or any Business Operator or any of the officers of any of the Companies or any Business Operator or any occupier of the Property or any requirement of any Authority, Environmental Authorisation or applicable Environmental Legislation to make any investment or expenditure or take or desist from taking any action which might, if substantial, have a Material Environmental Effect.

13 COSTS AND COMPANIES' PERFORMANCE OF COVENANTS

13.1 Costs undertaking

The Companies shall on demand pay to Arena or the Receiver, as the case may be, and discharge all Costs payable by it pursuant to this Debenture on a full and unlimited Indemnity basis, together with interest at the Default Rate calculated in accordance with Clause 4 (*Interest*) from the date the relevant Cost was expended, incurred or suffered (whichever is the earlier) by Arena or the Receiver, as the case may be, until full discharge of such Cost.

13.2 Companies' performance of covenants

If the Companies fail to perform either of the undertakings contained in Clause 12.12 (*To repair*) or Clause 12.13 (*Environment*), Arena may perform any such covenant at the Companies' expense and the Companies shall reimburse Arena for the Costs of such performance on demand. Nothing in this Debenture shall oblige Arena to perform any covenant of the Companies.

14 DEFAULT

14.1 Enforcement

Subject to the terms of the Intercreditor Agreement, this Debenture will become enforceable on the occurrence of any Event of Default or if any of the Companies requests Arena to appoint a receiver and/or an administrator over the whole or any part of its undertaking or assets.

14.2 Consequences of default

Subject to the terms of the Intercreditor Agreement, on and at any time after the occurrence of an Event of Default, Arena in its absolute discretion may by written notice to the Companies:

- (a) declare the Secured Liabilities to be Immediately due and payable, together with all accrued interest thereon and any other sums then owed by the Companies under this Debenture and, upon that declaration, such sums shall become Immediately due and payable without demand or notice of any kind, all of which are hereby expressly waived by the Companies; or
- (b) declare the Secured Liabilities to be due and payable on demand of Arena;
or

- (c) declare the security constituted by this Debenture to be enforceable.

14.3 **Financial Collateral**

- (a) To the extent that the Charged Property constitutes **financial collateral** and this Debenture and the obligations of the Companies under this Debenture 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 Arena shall have the right after the security constituted by this Debenture has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.
- (b) For the purpose of Clause 14.3(a), the value of the financial collateral appropriated shall be such amount as the Receiver or Arena reasonably determines having taken into account advice obtained by it from an Independent Investment or accountancy firm of national standing selected by it.

15 **STATUTORY POWER OF SALE**

- 15.1 For the purposes of all powers implied by statute, and in particular the power of sale under section 101 of the LPA (Powers incident to estate or interest in a mortgage), the Secured Liabilities will be deemed to have become due when the security created by this Debenture becomes enforceable and section 103 of the LPA (Regulation of exercise of power of sale) and section 93 of the LPA (Restriction on consolidation of mortgages) will not apply.
- 15.2 The statutory powers of leasing conferred on Arena are extended so as to authorise Arena to lease, make arrangements for leases, accept surrender of leases and grant options on such terms and conditions as Arena may in its discretion think fit. Arena is not obliged to comply with any of the provisions of section 99 (Leasing powers of mortgagor and mortgagee in possession) and section 100 (Powers of mortgagor and mortgagee in possession to accept surrenders of leases) of the LPA.
- 15.3 Each of Arena and the Receiver may exercise such person's statutory power of sale in respect of the whole or any part of the Property.

16 **RECEIVER**

16.1 **Appointment of Receiver**

- 16.1.1 At any time after the security constituted by this Debenture has become enforceable, whether or not Arena has entered into or taken possession of the whole or any part of the Charged Property pursuant to this Debenture:
 - (a) Arena may, by writing under the hand of any authorised officer of Arena, appoint any person to be a receiver and/or an administrator of the Charged Property and such person shall, with effect from the date of such appointment, be a "**Receiver**";
 - (b) subject to the Insolvency Act Arena may, from time to time, in similar manner, remove the Receiver and appoint another in his place;
 - (c) Arena may, either at the time of appointment or at any time thereafter, fix the remuneration of the Receiver;

- (d) Arena and any Nominee wheresoever situate may, without further notice and without the restrictions contained in section 103 of the LPA (Regulation of exercise of power of sale), exercise in respect of all or any part of the Charged Investments all the powers and rights exercisable by the registered holder of the Charged Investments and all other powers conferred on mortgagees by the LPA as varied or extended by this Debenture; and
- (e) Arena and any Nominee wheresoever situate may apply any dividends, interest or other payments received or receivable by Arena or by such Nominee in respect of the Charged Investments as if they were proceeds of sale.

None of the restrictions imposed by the LPA in relation to the appointment of receivers, the giving of notice or otherwise shall apply.

- 16.1.2 The Receiver may from time to time delegate, by power of attorney or otherwise, to any person any of his powers and discretions, whether arising by statute, the provisions of this Debenture or otherwise, upon such terms and for such periods of time as he may in his discretion think fit and may from time to time terminate any such delegation. Arena shall not be liable to the Companies for any loss or damage arising from any such delegate's act, default, neglect or misconduct of any nature whatsoever.

16.2 Powers of Receiver

The Receiver has all the powers to do or abstain from doing anything which the Companies could do or abstain from doing in relation to the Charged Property including, without limitation the powers conferred by section 109 of the LPA (Appointment, powers, remuneration and duties of receivers) and, in the case of a Receiver who is an administrative receiver, the powers conferred by section 29 of the Insolvency Act (Definitions) and Schedule 1 to the Insolvency Act (Powers of administrator or administrative receiver), and in particular the Receiver may:

- (a) Carry on business

carry on, manage or concur in carrying on managing the whole or any part of the business of the Companies as he may in his discretion think fit;
- (b) Protection of assets
 - (i) manage, insure, repair, decorate, maintain, alter, improve, renew or add to the Charged Property or concur in so doing;
 - (ii) commence or complete any building operations on the Property;
 - (iii) apply for and maintain any planning permissions, building regulations, approvals and any other permissions, consents or licences,

in each case as he may in his discretion think fit;
- (c) Realisation of assets

sell, exchange, convert into money and realise the Charged Property or concur in so doing by public auction or private contract and generally in such manner and on such terms as he may in his discretion think fit.

Without prejudice to the generality of the foregoing, he may do any of these things for any valuable consideration including, without limitation, cash, shares, stock, debentures or other obligations. Any such consideration may be payable in a lump sum or by instalments spread over such period as he may in his discretion think fit;

(d) Let, hire or lease

- (i) let, hire or lease (with or without premium) and accept surrenders of leases or tenancies or concur in so doing;
- (ii) grant rights, options or easements over and otherwise deal with or dispose of, and exercise all rights, powers and discretions incidental to, the ownership of the Charged Property;
- (iii) exchange or concur in exchanging the Charged Property,

In each such case in such manner and generally on such terms as he may in his discretion think fit, with all the powers of an absolute beneficial owner. The Receiver may exercise any such power by effecting such transaction in the name or on behalf of the Companies or otherwise;

(e) Borrowing

for the purpose of exercising any of the powers, authorities or discretions conferred on him by or pursuant to this Debenture or of defraying any Costs (including, without limitation, his remuneration) which are incurred by him in the exercise of such powers, authorities or discretions or for any other purpose, to raise and borrow money or incur any other liability either unsecured or secured on the Charged Property, either in priority to the security constituted by this Debenture or otherwise, and generally on such terms as he may in his discretion think fit. No person lending such money is to be concerned to enquire as to the propriety or purpose of the exercise of such power or as to the application of any money so raised or borrowed;

(f) Make calls

make, or require the directors of the Companies to make, such calls upon the shareholders of the Companies in respect of any uncalled capital of the Companies as the Receiver may in his discretion require and enforce payment of any call so made by action (in the name of the Companies or the Receiver as the Receiver may in his discretion think fit) or otherwise;

(g) Compromise

- (i) settle or compromise any claim by, adjust any account with, refer to arbitration any dispute with, and deal with any question or demand from, any person who is, or claims to be, a creditor of the Companies, as he may in his discretion think fit; and
- (ii) settle or compromise any claim, adjust any account, refer to arbitration any dispute and deal with any question or demand relating in any way to the Charged Property, as he may in his discretion think fit;

(h) Proceedings

bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to the Charged Property as he may in his discretion think fit;

(i) Subsidiaries

(i) promote the formation of any Subsidiary of the Companies with a view to such Subsidiary purchasing, leasing, licensing or otherwise acquiring an interest in the Charged Property;

(ii) arrange for the purchase, lease, licence or acquisition of an interest in the Charged Property by any such Subsidiary for any valuable consideration, including, without limitation, cash, shares, debentures, loan stock, convertible loan stock or other securities, profits or a sum calculated by reference to profits, turnover, royalties, licence fees or otherwise, whether or not secured on the undertaking or assets of such Subsidiary and whether or not such consideration is payable or receivable in a lump sum or at any time or any number of times by instalments spread over such period, as the Receiver may in his discretion think fit; and

(iii) arrange for such Subsidiary to trade or cease to trade as the Receiver may in his discretion think fit;

(j) Employees

appoint and discharge any manager, officer, agent, professional adviser, employee and any other person, upon such terms as he may in his discretion think fit;

(k) Receipts

give valid receipts for all monies and execute all assurances and things which he may in his discretion think proper or desirable for realising the Charged Property;

(l) Environment

conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions, whether required under Environmental Legislation or by Arena or otherwise and comply with all lawful orders and directives of all Authorities regarding Environmental Legislation; and

(m) General powers

do all such other acts and things as the Receiver may in his discretion consider to be incidental or conducive to any of the matters or powers set out in this Debenture or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property.

16.3 Receiver as agent of the Companies

The Receiver is at all times and for all purposes the agent of the Companies. Subject to the provisions of the Insolvency Act, the Companies are solely

responsible for all the Receiver's acts, defaults, neglect and misconduct of any nature whatsoever and for his remuneration and Costs, to the exclusion of liability on the part of Arena.

16.4 No obligation

The Receiver is not obliged to exercise any of the powers set out in this Clause.

16.5 Several power

Where more than one Receiver is appointed, each Receiver has the power to act severally unless Arena specifies otherwise in the appointment of such Receiver.

16.6 Powers exercisable by Arena

16.6.1 Arena may exercise all powers granted to the Receiver by this Debenture, whether as attorney of the Companies or otherwise.

16.6.2 The powers of the Receiver set out above are in addition to, and without prejudice to, all statutory and other powers of Arena as provided in Clause 15 (*Statutory power of sale*) or otherwise and so that, *inter alia*, such powers are and remain exercisable by Arena in respect of that part of the Charged Property in respect of which no appointment of a Receiver by Arena is from time to time subsisting.

16.7 Application of proceeds

The provisions of sections 99 to 109 inclusive of the LPA are varied and extended to the extent that all monies received by the Receiver shall (subject to the terms of the Intercreditor Agreement) be applied in the following order:

- (a) in full payment of his remuneration and the Costs of realisation including, without limitation, all Costs of, or incidental to, any exercise of any power referred to in this Debenture, including, without limitation, all outgoings paid by the Receiver;
- (b) providing for the matters specified in paragraphs (i) to (iii) inclusive of section 109 (8) of the LPA (Appointment, powers, remuneration and duties of receiver);
- (c) in or towards satisfaction of any debts or other imposts which are by statute made payable in preference to the Secured Liabilities to the extent to which such debts or imposts are made so payable;
- (d) if so required by Arena in its discretion, in or towards satisfaction of the Secured Liabilities; and
- (e) to the person entitled to any surplus.

17 PROTECTION OF THIRD PARTIES

17.1 Any person (including, without limitation, any purchaser, mortgagor or mortgagee) (in this Clause a "**purchaser**") dealing with Arena may assume without inquiry that:

- (a) some part of the Secured Liabilities has become due;
- (b) a demand for such Secured Liabilities has been duly made; and

- (c) such Secured Liabilities have become due within the meaning of section 101 of the LPA (Powers incident to estate or interest in a mortgage).

17.2 No purchaser dealing with the Receiver or Arena is to be concerned to enquire whether any power exercised or purported to be exercised by the Receiver or Arena has become exercisable, or as to the propriety or regularity of any sale by, or other dealing with, the Receiver or Arena. Any such sale or dealing is deemed to be within the powers conferred by this Debenture and to be valid and effective accordingly. All the protection to purchasers contained in section 104 (Conveyance on sale) and section 107 (Mortgagee's receipt, discharges etc.) of the LPA and section 42(3) of the Insolvency Act (Prohibition upon enquiry into administrative receiver's powers) apply to any purchaser.

18 NO LIABILITY AS MORTGAGEE IN POSSESSION

18.1 Mortgagee's liability

Neither Arena nor the Receiver is:

- (a) liable to account as mortgagee in possession in respect of the Charged Property; or
- (b) liable for any loss upon realisation or exercise of any power, authority or right of Arena or the Receiver arising under this Debenture, nor for any act, default, neglect, or misconduct of any nature whatsoever.

18.2 Possession

If Arena or the Receiver enters into possession of the Charged Property, such person may at any time go out of possession at the discretion of such person.

19 REASSIGNMENT

Subject to Clause 22.2 (*Avoidance of payments*), upon irrevocable discharge in full of the Secured Liabilities Arena shall reassign to the Companies all the Companies' rights, title, interest and benefit in and to the Contracts.

20 POWER OF ATTORNEY

20.1 Each of the Companies irrevocably appoint, by way of security Arena, each person deriving title from Arena and the Receiver, jointly and severally to be its attorney (with full power to appoint substitutes and to sub delegate) for it, in its name, on its behalf and as its act and deed or otherwise to sign or execute any deed or document or do any act or thing which such Company is, or may become, obliged to sign, execute or do pursuant to this Debenture or which Arena, the Receiver or any person deriving title from Arena or the Receiver may in the discretion of such person think fit in connection with the exercise of any of the powers of such person or the realisation of any security constituted by this Debenture.

20.2 Without prejudice to the generality of the foregoing, each of the Companies unconditionally undertakes to Arena, and separately to the Receiver and to each person deriving title from Arena or the Receiver, that it shall ratify and confirm anything done or purported to be done by any attorney appointed pursuant to this Clause.

21 CUMULATIVE AND CONTINUING SECURITY

- 21.1 This Debenture is a continuing security to Arena regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstance which, but for this Clause, might affect or diminish its effectiveness.
- 21.2 The security constituted by this Debenture is in addition to, is not in substitution for, is without prejudice to, and does not merge with, any rights whatsoever which Arena may have, whether in respect of the Secured Liabilities or otherwise, including, without limitation, any rights arising under any other Security Interest, any bill, note, guarantee, contract or applicable rule of law.
- 21.3 Any receipt, release or discharge of the security constituted by, or of any liability arising under, this Debenture shall not release or discharge the Companies from any liability which may exist independently of this Debenture to Arena.
- 21.4 Where the security constituted by this Debenture initially takes effect as a collateral or further security to any other Security Interest held by Arena then, notwithstanding any receipt, release or discharge given in respect of such other Security Interest, this Debenture shall take effect as an independent security for any monies, liabilities or other sums secured by such other Security Interest.

22 AVOIDANCE OF PAYMENTS

- 22.1 No assurance, security or payment which may be avoided under the law or subject to an order of the court made under any law relating to bankruptcy, insolvency, administration or winding up, including, without limitation, the Insolvency Act, and no release, settlement or discharge given or made by Arena on the faith of any such assurance, security or payment, prejudices or affects the right of Arena:
- (a) to recover any monies from the Companies (including, without limitation, any monies which it is compelled to refund under Chapter X (Malpractice before and during liquidation; penalisation of companies and Companies officers; investigations and prosecutions) of the Insolvency Act and any Costs payable by it incurred in connection with such process); or
 - (b) to enforce the security constituted by this Debenture to the full extent of the Secured Liabilities.
- 22.2 Arena may at its discretion retain the security so created as security for the Secured Liabilities for a period of one month plus any statutory period within which any such assurance, security or payment can be avoided or invalidated notwithstanding any release, settlement, discharge or arrangement given or made by Arena.
- 22.3 If at any time within the period referred to in Clause 22.2 any person takes any step whatsoever relating to:
- (a) the winding up or administration of the Companies; or
 - (b) any arrangement with the creditors of the Companies,
- Arena may retain the whole or any part of the security constituted by this Debenture for such further period as Arena may in its discretion think fit. Such security will be deemed to have been held and remained held by Arena as security for the payment to Arena of the Secured Liabilities.

23 **PRIOR CHARGES**

23.1 If there subsists any prior Security Interest against the Charged Property and either, any step is taken to exercise any power or remedy conferred by such Security Interest or Arena or the Receiver exercises any power of sale pursuant to this Debenture, Arena may redeem such prior Security Interest or procure the transfer of such Security Interest to itself and may settle and pass the accounts of the person entitled to such Security Interest. Any accounts so settled and passed are conclusive and binding on the Companies.

23.2 The Companies shall reimburse Arena for any Costs incurred by Arena in exercise of its rights under this Clause.

24 **PAYMENTS AND WITHHOLDING TAXES**

The Companies shall pay and discharge the Secured Liabilities without any set off, counterclaim, restriction or condition, without regard to any equities between the Companies and Arena and free and clear of, and without deduction or withholding for, or on account of, any Taxes, except to the extent that any of the Companies is required by law to deduct or withhold any Taxes on any amounts payable under this Debenture, in which case it shall pay to Arena such additional amount as may be necessary in order to ensure that the net amount received by Arena after the required deduction or withholding (including, without limitation, any required deduction or withholding on such additional amount) be equal to the amount that Arena would have received had no such deduction or withholding been made. Any additional amount paid under this Clause shall be treated as agreed compensation and not as interest.

25 **CURRENCY**

25.1 All monies received or held by Arena or any Receiver in respect of the Secured Liabilities may, from time to time after demand has been made, be converted into such other currency as Arena in its absolute discretion considers necessary or desirable to cover the obligations and liabilities actual or contingent of the Companies in that other currency at the Exchange Rate for purchasing that other currency with the existing currency.

25.2 If and to the extent that any of the Companies fails to pay the amount due on demand Arena may in its absolute discretion without notice to the Companies purchase at any time thereafter so much of any currency as Arena considers necessary or desirable to cover the obligations and liabilities of the Companies in such currency hereby secured at the Exchange Rate for purchasing such currency with sterling and each of the Companies hereby agrees to indemnify the Lender against the full sterling cost incurred by Arena for such purchase.

25.3 Neither Arena nor any Receiver shall be liable to any of the Companies for any loss resulting from any fluctuation in exchange rates before or after the exercise of the foregoing powers.

25.4 No payment to Arena (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Companies in respect of which it was made unless and until Arena shall have received payment in full in the currency in which such obligation or liability was incurred and to the extent that the amount of any such payment shall, on actual conversion into such currency, fall short of such obligation or liability actual or contingent expressed in that currency Arena shall have a further separate cause of action against the Companies, shall be entitled to enforce the security constituted by this Debenture to recover the amount of the

shortfall and such amount will bear interest in accordance with Clause 4 (*Interest*) from the date of payment by Arena until the date of reimbursement.

26 SET-OFF

The Companies agree that Arena may at any time without notice or further demand notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of its then existing accounts wherever situate including any accounts in the name of Arena or of any of the Companies jointly with others (whether current, deposit, loan or of any other nature whatsoever whether subject to notice or not and whether in sterling or in any other currency) and set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of the Secured Liabilities. Where such combination, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the Exchange Rate for purchasing the currency for which the relevant Company is liable, with the existing currency.

27 ASSIGNMENT

27.1 Arena may assign, transfer, novate or dispose of any of, or any interest in, its rights and obligations under this Debenture, without regard to any equities between the Companies and Arena and without the consent of the Companies.

27.2 Arena may disclose to any person with whom it is proposing to enter into (or has entered into) any kind of assignment, transfer, novation or disposal in relation to this Debenture any information concerning the Companies and their Subsidiaries (if any) as Arena may in its discretion think fit.

27.3 The Companies may not assign, transfer, novate or dispose of any of or any interest in, their respective rights and obligations under this Debenture.

28 WAIVERS

No failure or delay or other relaxation or indulgence on the part of Arena to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

29 SEVERABILITY

Each of the provisions of this Debenture is distinct and severable from the others and if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

30 LAND REGISTRY

The Companies hereby consent to the entry of the following restriction in the Proprietorship Register of any registered land forming part of the Scheduled Property:

"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 [•] in favour of Arena Limited SPV, LLC as referred to in the Charges Register (or its conveyancer) or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer or one of its directors."

The Companies authorise Arena to make an application on Form RX1 (or such other form as may be prescribed from time to time) to enter this restriction against the relevant registered estate.

31 NOTICES

31.1 Each party may give any notice, demand or other communication under or in connection with this Debenture by letter, facsimile or comparable means of communication addressed to the other party at the address identified with its name below. Any such communication will be deemed to be given as follows:

- (a) If personally delivered, at the time of delivery;
- (b) If by letter, at noon on the Business Day following the day such letter was posted (or in the case of airmail, seven days after the envelope containing the same was delivered into the custody of the postal authorities); and
- (c) If by facsimile transmission or comparable means of communication during the business hours of the addressee then on the day of transmission, otherwise on the next following Business Day.

31.2 In proving such service it shall be sufficient to prove that personal delivery was made or that such letter was properly stamped first class, addressed and delivered to the postal authorities or in the case of facsimile transmission or other comparable means of communication, that a confirming hard copy was provided promptly after transmission.

32 LAW AND JURISDICTION

This Debenture shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the English courts.

33 COUNTERPARTS AND DELIVERY

33.1 This Debenture may be executed in any number of counterparts, each of which is an original, and which together constitute one and the same document.

33.2 If this Debenture is executed in more than one counterpart, this Debenture is deemed to be delivered and has effect when:

- (a) each party other than Arena has executed a counterpart of this Debenture;
- (b) each party other than Arena has handed over such counterpart to one of the other parties to this Debenture; and
- (c) each of the counterparts has been dated.

33.3 If this Debenture is not executed in more than one counterpart, this Debenture is deemed to be delivered and has effect when each party other than Arena has executed this Debenture and this Debenture has been dated.

33.4 The execution (whether under hand or as a deed) or sealing of this Debenture by or on behalf of a party constitutes an authority to the solicitors or legal counsel acting for that party in connection with this Debenture, or any agent or employee of such solicitors or legal counsel, to deliver it as a deed on behalf of that party.

33.5 Each party to this Debenture agrees to be bound by this Debenture despite the fact that any other person which was intended to execute or to be bound does not do so or is not effectually bound and despite the fact that any Security Interest contained in this Debenture is terminated or becomes invalid or unenforceable against any other person whether or not such termination, invalidity or unenforceability is known to Arena.

34 **THIRD PARTY RIGHTS**

Unless expressly provided in this Debenture, no term of this Debenture is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

This Debenture has been executed and delivered as a deed on the date written at the beginning of this Debenture.

SCHEDULE 1

The Companies

Company name	Company number	Registered office
Accident Exchange Limited	04141140	Alpha 1, Canton Lane, Hams Hall, Birmingham B46 1GA
In-Car Cleverness Limited	06578472	Alpha 1, Canton Lane, Hams Hall, Birmingham B46 1GA
Oops! (RRJ) Limited	06442789	Alpha 1, Canton Lane, Hams Hall, Birmingham B46 1GA
APU Limited	06735743	Alpha 1, Canton Lane, Hams Hall, Birmingham B46 1GA
AXI Limited	05094579	Alpha 1, Canton Lane, Hams Hall, Birmingham, B46 1GA
DCML Limited	03929354	1 Waterloo Court, Waterloo Road, Stockport, Cheshire, SK1 3DU
AX Finance Limited	05094564	Alpha 1, Canton Lane, Hams Hall, Birmingham, West Midlands, B46 1GA

SCHEDULE 2

Details of Charged Property

Part 1 The Scheduled Property

Registered Land				
Chargor	Address	Administrative Area		Title Number
None at the date of this Debenture				
Unregistered Land				
Chargor	Address	Document describing the Real Property		
		Date	Document	Parties
None at the date of this Debenture				

Part 2
Charged Securities

Chargor	Name of company in which share are held	Class of shares held	Number of shares held	Issued share capital
Accident Exchange Limited	APU Limited	Ordinary	1	1
Accident Exchange Limited	OOPS! (RRI) Limited	Ordinary	1	1
Accident Exchange Limited	DCML Limited	Ordinary	9,000	9,000
		B Ordinary	1,000	1,000
Accident Exchange Limited	In-Car Cleverness Limited	Ordinary shares of 1 JPY each	1	1
Accident Exchange Limited	AXI Limited	Ordinary	1	1
Accident Exchange Limited	AX Finance Limited	Ordinary	5,000	5,000

Part 3
Charged Accounts

Charged Accounts - Book Debt Collection Accounts				
Account holder	Account number	Type	Account bank	Account bank branch address and sort code
Accident Exchange Limited	43177602	AE Current Account	Barclays Bank PLC	Colmore Row, Birmingham 20-07-71
Accident Exchange Limited	43474496	AE Ltd BPA	Barclays Bank PLC	Colmore Row, Birmingham 20-07-71
Accident Exchange Limited	20097799	Vehicle Account	Barclays Bank PLC	Colmore Row, Birmingham 20-07-71
Accident Exchange Limited	63367398	E Auction Account	Barclays Bank PLC	Colmore Row, Birmingham 20-07-71
Accident Exchange Limited	20680354	Coverholder Account	Barclays Bank PLC	Colmore Row, Birmingham 20-07-71
In-Car Cleverness Limited	73629449	ICC	Barclays Bank PLC	Colmore Row, Birmingham 20-07-71
APU Limited	23967808	APU	Barclays Bank PLC	Colmore Row, Birmingham 20-07-71
OOPS! (RRI) Limited	73451364	OOPS LTD	Barclays Bank PLC	Colmore Row, Birmingham 20-07-71
DCML Limited	90941360	DCML APP	Barclays Bank PLC	Manchester City Office, Leicestershire, LE87

				2BB 20-55-34
DCML Limited	00269662	DCML COLL BPA	Barclays Bank PLC	Manchester City Office, Leicestershire, LE87 2BB 20-55-34
DCML Limited	70638366	DCML Collections	Barclays Bank PLC	Manchester City Office, Leicestershire, LE87 2BB 20-55-34
DCML Limited	70639869	DCML OFF BPA	Barclays Bank PLC	Manchester City Office, Leicestershire, LE87 2BB 20-55-34
DCML Limited	10478865	DCML Office	Barclays Bank PLC	Manchester City Office, Leicestershire, LE87 2BB 20-55-34
DCML Limited	52205599	DCML	Barclays Bank PLC	Manchester City Office, Leicestershire, LE87 2BB 20-55-34
AX Finance Limited	10408972	Current Account	Barclays Bank PLC	Colmore Row, Birmingham 20-07-71

Part 4
Insurances

Chargor	Insurer	Policy number	Type of Insurance
Each Company	Aviva Insurance Limited	23794912 CCI	Combined Property Business Interruption, Terrorism Employers Liability and Public Liability
DCML Limited	Dual Corporate Risks Limited	PC-00843216H9	Professional Indemnity
Each Company	Aviva Insurance Limited	MAPCI00042	Computer Sudden and unforeseen damage and breakdown
Each Company	Aviva Insurance Limited	25SKL2158453	Motor Fleet comprehensive- Credit Hire
Accident Exchange Limited, AX Finance Limited and APU Limited	Dual Corporate Risks Limited	PC-0717316H5	Professional Indemnity

SCHEDULE 3

Guarantee Provisions

- 1 This Guarantee shall:
 - (a) secure the Secured Liabilities from time to time owing to Arena by each Company and shall be a continuing security, notwithstanding any settlement of account or other matter whatsoever;
 - (b) not be in any way prejudiced or affected by the existence of any such Collateral Instrument, rights or remedies or by the same becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by Arena dealing with, exchanging, varying or failing to perfect or enforce any of the same or giving time for payment or indulgence or compounding with any other person liable; and
 - (c) be in addition to any present or future Collateral Instrument, right or remedy held by or available to Arena.
- 2 If any purported obligation or liability of any Company which would have been the subject of this Guarantee had it been valid and enforceable is not or ceases to be valid or enforceable against the Companies concerned on any ground whatsoever whether or not known to Arena (including, without limitation, any irregular exercise or absence of any corporate power or lack of authority of, or breach of duty by, any person purporting to act on behalf of such Companies or any legal or other limitation, whether under the limitation acts or otherwise or any disability or incapacity or any change in the constitution of such Companies), the Guarantors shall nevertheless be liable to Arena in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantors were the principal debtors in respect thereof. The Guarantors hereby agree to keep Arena fully indemnified against all damages, losses, costs and expenses arising from any failure of the Companies to perform or discharge any such purported obligation or liability.
- 3 The liability of each Guarantor shall not be affected nor shall this Guarantee be discharged or reduced by reason of:
 - (a) the Incapacity or any change in the name, style or constitution of any Companies or any other person liable;
 - (b) Arena granting any time, indulgence or concession to, or compounding with, discharging, releasing or varying the liability of, any Companies or any other Guarantor or any other person liable or renewing, determining, varying or increasing any accommodation, facility or transaction or otherwise dealing with the same in any manner whatsoever or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any Companies or any other person liable; or
 - (c) any act or omission which would not have discharged or affected the liability of any Guarantor had it been a principal debtor instead of a guarantor or by anything done or omitted which but for this provision might operate to exonerate any such Guarantor.
- 4 Arena shall not be obliged to make any claim or demand on any Companies or to resort to any Collateral Instrument or other means of payment now or hereafter held by or available to Arena before enforcing this Guarantee and no action taken or omitted by Arena in connection with any such Collateral Instrument or other

means of payment shall discharge, reduce, prejudice or affect the liability of the Guarantors or any of them under this Guarantee nor shall Arena be obliged to apply any money or other property received or recovered in consequence of any enforcement or realisation of any such Collateral Instrument or other means of payment in reduction of the ultimate balance owing by the Companies to Arena hereunder.

- 5 Each Guarantor warrants that it has not taken or received, and undertakes that until all the ultimate balance owing by the Companies to Arena hereunder has been paid or discharged in full, it will not take or receive, the benefit of any security from any Companies or any other person in respect of its obligations under this Guarantee.
- 6 Until the ultimate balance owing by the Companies to Arena hereunder has been paid, discharged or satisfied in full (and notwithstanding payment of a dividend in any liquidation or bankruptcy or under any compromise or arrangement) each Guarantor agrees that, without the prior written consent of Arena, it will not:
 - (a) exercise its rights of subrogation, reimbursement and indemnity against any Companies;
 - (b) demand or accept repayment in whole or in part of any indebtedness now or hereafter due to such Guarantor from any Companies or from any other person liable or demand or accept any Collateral Instrument in respect of the same or dispose of the same;
 - (c) take any step to enforce any right against any Companies or any other person liable in respect of the same; or
 - (d) claim any set off or counterclaim against any Companies or any other person liable or claim or prove in competition with Arena in the bankruptcy or liquidation of any Companies or any other person liable or have the benefit of, or share in, any payment from or composition with, any Companies or any other person liable or any other Collateral Instrument now or hereafter held by Arena for any monies, obligations or liabilities of any Companies or for the obligations or liabilities of any other person liable but so that, if so directed by Arena, it will prove for the whole or any part of its claim in the liquidation or bankruptcy of any Companies or any other person liable on terms that the benefit of such proof and of all money received by it in respect thereof shall be held on trust for Arena and applied in or towards discharge of the liabilities of the Guarantors to Arena hereunder in such manner as Arena shall deem appropriate.
- 7 If, contrary to paragraph 6 or paragraph 7, any Guarantor takes or receives the benefit of any security or receives or recovers any money or other property, such security, money or other property shall be held on trust for Arena and shall be delivered to Arena on demand.
- 8 Any money received in connection with this Guarantee (whether before or after any incapacity of any Companies) may be placed to the credit of a suspense account (with a view to preserving the rights of Arena to prove for the whole of its claims against any Companies or any other person liable) or may be applied in or towards satisfaction of such of the monies, obligations or liabilities of the Companies hereby Guaranteed as Arena may from time to time conclusively determine in its absolute discretion.
- 9 Any release, discharge or settlement between any Guarantor and Arena shall be conditional upon no security, disposition or payment to Arena by any Companies or

any other person liable being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled Arena shall be entitled to enforce this Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

- 10 Each Guarantor undertakes to Arena that it will obtain, maintain in full force and effect all governmental and other approvals and consents and do or cause to be done all acts and things necessary or desirable in connection with this Guarantee or for the performance of its obligations hereunder.
- 11 Each Guarantor undertakes to Arena that the obligations of such Guarantor under this Guarantee will rank at all times at least *pari passu* with all its other existing and future indebtedness, obligations and liabilities, actual or contingent, from time to time (save those as by law rank as preferential in a winding up).
- 12 Each Guarantor agrees to be bound by this Guarantee notwithstanding that one or more of the other Guarantors has not executed this Guarantee or may not be bound or be effectually bound and notwithstanding that this Guarantee may be determined or become determined or become invalid or unenforceable against any one or more of such persons whether or not the deficiency is known to Arena. Arena may release any one or more of the Guarantors from this Guarantee and compound with or otherwise vary or agree to vary the liability of or to grant time or indulgence to or make other arrangements with any one or more of the Guarantors or any other person without prejudicing or affecting the rights and remedies of Arena against the other Guarantors.
- 13 This Guarantee shall remain binding on each Guarantor notwithstanding any change in the constitution of Arena or its absorption in, or amalgamation with, or the acquisition of all or part of its undertaking or assets by, any other person, or any reconstruction or reorganisation of any kind, to the intent that this Guarantee shall remain valid and effective in all respects in favour of any assignee, transferee or other successor in title of Arena in the same manner as if such assignee, transferee or other successor in title had been named in this Guarantee as a party instead of, or in addition to, Arena.

SCHEDULE 4

Part 1

Form of Notice to and Acknowledgement from Account Bank

To: [Insert name and address of Account Bank]

Dated [♦] 20[♦]

Dear Sirs

re: Account holders: [♦] (the "**Companies**")

1. We give notice that, by a Debenture dated [♦] 2017 (the "**Debenture**"), we have charged to Arena Limited SPV, LLC ("**Arena**") all our present and future right, title and interest in and to:
 - (a) the Book Debt Collection Accounts (as defined in the schedule to this letter), all monies standing to the credit of the Book Debt Collection Accounts and all additions to or renewals or replacements thereof (in whatever currency); and
 - (b) all other accounts from time to time maintained with you by each Company and all monies at any time standing to the credit of such accounts,(together the "**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.
2. Arena, by its countersignature of this notice, agrees that:
 - (a) the relevant Company may continue to withdraw monies from the Charged Accounts ; and
 - (b) you may debit to the Charged Accounts amounts due to you from the relevant Company,until you receive notice from Arena that it or you may no longer do so.
3. We irrevocably authorise and instruct you from time to time:
 - (a) when you receive written notice from Arena to that effect, to hold all monies from time to time standing to the credit of the Charged Accounts to the order of Arena;
 - (b) to pay all or any part of the monies standing to the credit of the Charged Accounts to Arena (or as it may direct) promptly following receipt of written instructions from Arena to that effect; and
 - (c) to disclose to Arena such information relating to the Companies and the Charged Accounts as Arena may from time to time request you to provide.
4. We agree that you are not bound to enquire whether the right of Arena 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 Arena.
5. This notice may only be revoked or amended with the prior written consent of Arena.
6. Please confirm by completing the enclosed copy of this notice and returning it to Arena (with a copy to each Company) that you agree to the above and that:
- (a) you accept the authorisations and instructions contained in this notice and you undertake to comply with this notice;
 - (b) you have not, at the date this notice is returned to Arena, 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 Arena promptly if you should do so in the future; and
 - (c) you do not at the date of this notice and will not except as expressly permitted by this notice, in the future exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts.
7. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English Law.

Yours faithfully

For and behalf of

[NAME OF COMPANY]

Name _____

Title _____

For and behalf of

[NAME OF COMPANY]

Name _____

Title _____

For and behalf of

[NAME OF COMPANY]

Name _____

Title _____

Counterpart signed by

For and behalf of

ARENA LIMITED SPV, LLC

Part 2
Book Debt Collection Accounts

Book Debt Collection Accounts (each a Book Debt Collection Account)		
Account Holder	Book Debt Collection Account number and designation	Account Bank branch address and sort code
[+]	[+]	[+]
[+]	[+]	[+]
[+]	[+]	[+]
[+]	[+]	[+]
[+]	[+]	[+]
Other Accounts		
Account Holder	Account number	Account Bank branch address and sort code
[+]	[+]	[+]
[+]	[+]	[+]

[on copy]

To: Arena Limited SPV, LLC
405 Lexington Ave
59th Floor
New York
NY 10174
USA

Copy to: [NAME OF EACH COMPANY]

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

1.1.1 that the matters referred to in it do not conflict with the terms which
apply to any Charged Account; and

1.1.2 the matters set out in paragraph [6] of the above notice.

for and on behalf of
[NAME OF ACCOUNT BANK]

Dated [♦] 20[♦]

SCHEDULE 5

Form of Notice to and Acknowledgement by Insurers

To: [insert name and address of Insurer]

Dated: [♦] 20[♦]

Dear Sirs

[DESCRIBE INSURANCE POLICIES] dated [♦] 20[♦] between (1) you and (2) [♦] (the "**Company**")

1. We give notice that, by a debenture dated [♦] 2017 (the "**Debenture**"), we have [assigned] to Arena Limited SPV, LLC ("**Arena**") all our present and future right, title and interest in and to the policies described above (together with any other agreement supplementing or amending the same, the "**Policies**") including all rights and remedies in connection with the Policies and all proceeds and claims arising from the Policies (subject to a proviso for reassignment on redemption).

2. We irrevocably authorise and instruct you from time to time:

2.1 to disclose to Arena at our expense (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 Arena may from time to time request;

2.2 to hold all sums from time to time due and payable by you to us under the Policies to the order of Arena;

2.3 to pay or release all or any part of the sums from time to time due and payable by you to us under the Policies only in accordance with the written instructions given to you by Arena from time to time;

2.4 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 by them which you may receive from Arena (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); and

2.5 to send copies of all notices and other information given or received under the Policies to Arena.

3. We irrevocably instruct you, with effect from the date of this notice, to note on the relevant Policies Arena's interest as first loss payee and as first priority assignee of the Policies and the rights, remedies, proceeds and claims referred to above.

4. We are not permitted to receive from you, otherwise than through Arena, any amount in respect of or on account of the sums payable to us from time to time under the Policies in excess of £100,000 or to agree any amendment or supplement to, or waive any obligation under, the Policies without the prior written consent of Arena.

5. This notice may only be revoked or amended with the prior written consent of Arena.

6. Please confirm by completing the enclosed copy of this notice and returning it to Arena (with a copy to us) that you agree to the above and that:

6.1 you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;

6.2 you have not, at the date this notice is returned to Arena, 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 or any breach of the terms of any Policy and you will notify Arena promptly if you should do so in future;

6.3 you will not permit any sums to be paid to us or any other person under or pursuant to the Policies without the prior written consent of Arena; and

6.4 you will not exercise any right to terminate, cancel, vary or waive the Policies or take any action to amend or supplement the Policies without the prior written consent of Arena.

7. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

for and on behalf of

[NAME OF COMPANY]

[on copy]

To: Arena Limited SPV, LLC

405 Lexington Ave

59th Floor

New York

NY 10174

USA

Copy to: [NAME OF COMPANY]

Dear Sirs

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 6 in the above notice.

for and on behalf of

[+]

Dated: [+] 20[+]

SCHEDULE 6

Excluded Accounts

Chenior	Account details
Accident Exchange Limited	Client account with account number 23917118 and sort code 20-07-71 held with Barclays Bank PLC, Colmore Row, Birmingham
DCML Limited	Trust account with account number 63305163 and sort code 20-55-34 held with Barclays Bank PLC, Manchester City Office, Leicestershire, LE97 2BB
QOPSI (RRD) Limited	Client account of QOPSI (RRD) Limited with account number 30285145 and sort code 20-07-71 held with Barclays Bank PLC, Colmore Row, Birmingham

EXECUTION PAGE

THE COMPANIES

Executed as a deed by **ACCIDENT
EXCHANGE LIMITED** acting by *Lucy Woods*
In the presence of:

Lucy Woods
Director

Name of witness: *NEETU SETHI*

Signature of witness: *[Signature]*

Address:

Occupation: *Solicitor*

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

Notice Details:

Address: Accident Exchange Limited, Alpha 1, Canton Lane, Hams Hall,
Birmingham B46 1GA
Fax No: 01675 435 080
Telephone No: 01675 435 237
Attention: The Company Secretary

Executed as a deed by **IN-CAR
CLEVERNESS LIMITED** acting by *Lucy Woods*
In the presence of:

Lucy Woods
Director

Name of witness: *NEETU SETHI*

Signature of witness: *[Signature]*

Address:

Occupation: *ACCOUNTANT*

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5794

Notice Details:

Address: In-Car Cleverness Limited, Alpha 1, Canton Lane, Hams Hall,
Birmingham B46 1GA
Fax No: 01675 435 080
Telephone No: 01675 435 237
Attention: The Company Secretary

Executed as a deed by OOPSI (RRI)
LIMITED acting by *Larry Woods*
in the presence of:

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)
)

Larry Woods

Director

Name of witness: *NEETU SCHOEN*

Signature of witness: *[Signature]*

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone: 08700 111 111
Fax: 0121 262 5794

Address:

Occupation: *ASSOCIATE*

Notice Details:

Address: OOPSI (RRI) Limited, Alpha 1, Canton Lane, Hams Hall, Birmingham
B46 1GA
Fax No: 01675 435 080
Telephone No: 01675 435 237
Attention: The Company Secretary

Executed as a deed by APU LIMITED
acting by *Larry Woods* in the
presence of:

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)
)

Larry Woods

Director

Name of witness: *NEETU SCHOEN*

Signature of witness: *[Signature]*

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone: 08700 111 111
Fax: 0121 262 5794

Address:

Occupation: *ASSOCIATE*

Notice Details:

Address: APU Limited, Alpha 1, Canton Lane, Hams Hall, Birmingham B46 1GA
Fax No: 01675 435 080
Telephone No: 01675 435 237
Attention: The Company Secretary

Executed as a deed by **AXI LIMITED**
acting by *Lucy Woods* in the
presence of:

)
)
)
Director

Name of witness: *NEETU SHIDU*

Signature of witness: *[Signature]*

Address:

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone: 08700 111 111
Fax: 0121 262 5794

Occupation: *ASSOCIATE*

Notice Details:

Address: AXI Limited, Alpha 1, Canton Lane, Hams Hall, Birmingham B46 1GA
Fax No: 01675 435 080
Telephone No: 01675 435 237
Attention: The Company Secretary

Executed as a deed by **DCML LIMITED**
acting by *Lucy Woods* in the
presence of:

)
)
)
Director

Name of witness: *NEETU SHIDU*

Signature of witness: *[Signature]*

Address:

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone: 08700 111 111
Fax: 0121 262 5794

Occupation: *ASSOCIATE*

Notice Details:

Address: DCML Limited, Alpha 1, Canton Lane, Hams Hall, Birmingham B46 1GA
Fax No: 01675 435 080
Telephone No: 01675 435 237
Attention: The Company Secretary

Executed as a deed by **AX FINANCE**)
LIMITED acting by *Lucy Woods* in)
the presence of:

Director

Name of witness: *ANGETU SETHI*

Signature of witness: *[Signature]*

Address:

DLA PIPER UK LLP
VICTORIA SQUARE HOUSE
VICTORIA SQUARE
BIRMINGHAM B2 4DL
Telephone 08700 111 111
Fax 0121 262 5784

Occupation: *ASSOCIATE*

Notice Details:

Address: AX Finance Limited, Alpha 1, Canton Lane, Hams Hall, Birmingham,
West Midlands, B46 1GA

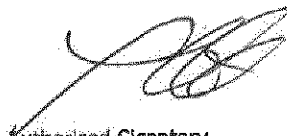
Fax No: 01675 435 080

Telephone No: 01675 435 237

Attention: The Company Secretary

ARENA

Executed as a deed by **ARENA LIMITED**
SPV, LLC acting by
LAWRENCE D. CUTLER
in the presence of:


Authorized Signatory

Name of witness: **Charles F. Soutar**

Signature of witness: **Charles F. Soutar**

Address: **405 LEXINGTON AVE., 59th FL.**

Occupation: **NEW YORK, N.Y. 10174**

ASSET MANAGER

Notice Details:

Address: **405 Lexington Ave, 59th Floor**
New York, NY 10174

Email: **sgold@arenaco.com**
reporting@arenaco.com
loanops@arenaco.com

Attention: **Scott Gold**