



Registration of a Charge

Company name: **ACCIDENT EXCHANGE LIMITED**

Company number: **04141140**

Received for Electronic Filing: **14/02/2018**



X6ZQXK63

Details of Charge

Date of creation: **09/02/2018**

Charge code: **0414 1140 0010**

Persons entitled: **EIGHT BAR FINANCIAL INTERNATIONAL S.À R.L. AS LENDER**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

**ANNA HAWKSLEY, CMS CAMERON MCKENNA NABARRO
OLSWANG LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4141140

Charge code: 0414 1140 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th February 2018 and created by ACCIDENT EXCHANGE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th February 2018 .

Given at Companies House, Cardiff on 16th February 2018

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**

DATE: 9 FEBRUARY 2018

DEBENTURE

Between

ACCIDENT EXCHANGE LIMITED

and

OTHERS

(as Chargors)

and

EIGHT BAR FINANCIAL INTERNATIONAL S.À R.L.

(as Lender)

CMS Cameron McKenna LLP

Cannon Place
78 Cannon Street
London EC4N 6AF
T +44 20 7367 3000
F +44 20 7367 2000
125281.00003

TABLE OF CONTENTS

1.	Definitions and Interpretation	1
	Definitions	1
	Construction	4
	Third Party Rights	5
	Conflict of Terms	5
2.	Covenant to Pay and Guarantee	6
	Covenant to Pay	6
	Guarantee and Indemnity	6
	Interest.....	6
3.	Fixed Security	7
	Charges.....	7
	Assignment.....	8
4.	Floating Charge	9
	Creation of Floating Charge.....	9
	Qualifying Floating Charge.....	9
	Conversion by Notice.....	9
	Automatic Conversion.....	9
5.	Perfection of Security.....	10
	Registration at HM Land Registry	10
	Further Advances	10
	Acquisition of New Land	10
	Acknowledgement of Notice.....	11
	Deposit of Documents of Title.....	12
	Deposit of Securities	12
6.	Further Assurance	12
	Further Assurance	12
	Necessary Action.....	13
	Acquisition of New Land	13
	Implied Covenants for Title	13
7.	Undertakings	13
	General.....	13
	Negative Pledge.....	13
	Restriction on Disposals.....	13
	Access	14
	Insurance	14
	Remedying Insurance Defaults	15
	Proceeds of Insurance.....	15
	Environmental Compliance.....	15
	Environmental Permits and Claims.....	15
	Voting Rights and Dividends relating to Securities	16
	Calls and Other Obligations in respect of Securities.....	17
	Book Debts and Other Debts.....	17
	Bank Accounts	17
	Premises, Plant and Machinery	18

	Mortgaged Property.....	18
	Remedying Mortgaged Property Defaults.....	19
	Information.....	20
	Notices relating to Charged Property	20
	Not Jeopardise Security.....	20
8.	Enforcement of Security.....	20
	When Security becomes Enforceable.....	20
	Right of Appropriation.....	21
	Redemption of Prior Mortgages	21
9.	Extension and Variation of the LPA	21
	General	21
	Privileges.....	21
10.	Appointment of Receiver and Administrator.....	22
	Appointment.....	22
	Removal	22
	Statutory Powers of Appointment	22
	Capacity of Receiver	22
	Remuneration of Receiver.....	22
11.	Powers of Receiver.....	23
	General	23
	Specific Powers	23
	Lender's Powers.....	24
12.	Discretions and Delegation	25
	Discretion	25
	Delegation	25
13.	Power of Attorney	25
	Appointment and Powers	25
	Ratification.....	25
14.	Protection of Purchasers.....	25
	Consideration	25
	Protection of Third Parties	26
15.	Application of Proceeds	26
	Order of Application	26
	New Accounts	26
	Currency Conversion.....	26
16.	No Liability as Mortgagee in Possession	27
17.	Set-Off.....	27
18.	Effectiveness of Guarantee and Security.....	27
	Continuing Guarantee and Security	27
	Cumulative Rights.....	27
	Reinstatement	27
	Waiver of Defences	28
	Guarantor Intent	28
	Immediate Recourse.....	29

Appropriations.....	29
Deferral of Chargor's Rights.....	29
No Security held by Chargors	30
19. Indemnities.....	30
General Indemnity.....	30
Value Added Tax	30
20. Certificates and Determinations.....	30
21. Partial Invalidity.....	31
22. Remedies and Waivers.....	31
23. Counterparts.....	31
24. Assignment.....	31
25. Releases.....	31
26. Governing Law.....	31
Schedule 1 The Chargors.....	32
Schedule 2 Real Property.....	34
Part I Registered Land (Freehold, commonhold or leasehold property (if any) in England and Wales of which the relevant Chargor is registered as the proprietor at the Land Registry).....	34
None at the date of this Deed	34
Part II Unregistered Land (Freehold or leasehold property (if any) in England and Wales title to which is not registered at the Land Registry of which the relevant Chargor is the owner)	34
Schedule 3 Intellectual Property.....	35
Schedule 4 Securities.....	36
Part I Shares	36
Part II Other Securities.....	36
Schedule 5 Specified Contracts	37
None at the date of this Deed	37
Schedule 6 Form of Notice of Assignment – Insurance Policies.....	38
Part I Form of Notice	38
Part II Form of Acknowledgement.....	39
Schedule 7 Form of Notice of Charge – Specified Contracts.....	41
Part I Form of Notice	41
Part II Form of Acknowledgement.....	42
Schedule 8 Form of Notice of Charge – Accounts not with the Lender.....	43
Part I Form of Notice	43
Part II Form of Acknowledgement.....	44
Schedule 9 Details of Charged Accounts	45
Schedule 10 Details of Insurances	47

THIS DEED is made on the 9 day of FEBRUARY 2018

BETWEEN:

- (1) **THE COMPANIES** whose respective names and company numbers appear in schedule 1 (*The Chargors*) (collectively the “**Chargors**” and each a “**Chargor**”); and
- (2) **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, L-1511 Luxembourg, Grand-Duchy of Luxembourg and registered with the Luxembourg Trade and Companies’ Register under number B 202.540 as Original Lender under the Facility Agreement (the “**Lender**”).

WHEREAS:

- (A) Each Chargor enters into this Deed in connection with a shareholder loan agreement (the “**Loan Agreement**”) dated 14 September 2017 and made between (1) Accident Exchange Limited (a company incorporated in England and Wales with company number 04141140) (“**AEL**”) and (2) the Lender.
- (B) The board of directors of each Chargor is satisfied that the giving of the guarantee and security contained or provided for in this Deed is in the interests of that Chargor and each board has passed a resolution to that effect.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 Terms defined in the Loan Agreement shall, unless otherwise defined in this Deed, have the same meanings when used in this Deed and in addition in this Deed:

“**Charged Property**”: means all the assets of each Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Lender by or pursuant to this Deed.

“**Debt Proceeds**”: means any proceeds of any book debts and other debts or monetary claims (including any chose in action which may give rise to a monetary claim) owing to any Chargor (including, without limitation, any sums of money received by any Chargor from any of the assets charged under clause 3.2.7 (*Book debts*) and/or clause 3.2.8 (*Bank accounts and deposits*)).

“**Delegate**”: means any person appointed by the Lender or any Receiver pursuant to clauses 12.2 to 12.4 (*Delegation*) and any person appointed as attorney of the Lender and/or any Receiver or Delegate.

“**Environment**”: means humans, animals, plants and all other living organisms including the ecological systems of which they form part and all or any of the following media:

- (a) air (including, without limitation, air within buildings and air within other natural or man-made structures, whether above or below ground);
- (b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and

(c) land (including, without limitation, surface and sub-surface soil and land under water).

“Environmental Claim”: means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law.

“Environmental Law”: means any applicable law or regulation which relates to:

- (a) the pollution or protection of the Environment;
- (b) the conditions of the workplace; or
- (c) the generation, handling, storage, use, release or spillage of any emission or substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste.

“Environmental Permits”: means any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of any Chargor conducted on or from the properties owned or used by it.

“Excluded Accounts”: means

- (a) the client account of Accident Exchange Limited with account number [REDACTED] held with Barclays Bank PLC, Colmore Row, Birmingham, sort code [REDACTED]
- (b) the trust account of DCML Limited with account number [REDACTED] held with Barclays Bank PLC, Manchester City Office, Leicestershire E87 2BB, sort code [REDACTED] and [REDACTED]
- (c) the client account of OOPS! (RRI) Limited with account number [REDACTED] held with Barclays Bank PLC, Colmore Row, Birmingham, sort code [REDACTED]

“Expenses”: means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Lender or any Receiver or Delegate at any time in connection with the Charged Property or the Secured Liabilities or in taking, holding or perfecting this Deed or in protecting, preserving, defending or enforcing the security constituted by this Deed or in exercising any rights, powers or remedies provided by or pursuant to this Deed (including any right or power to make payments on behalf of any Chargor under the terms of this Deed) or by law in each case on a full indemnity basis.

“Insurances”: means all contracts and policies of insurance or assurance (including, without limitation, life policies and the proceeds of them) from time to time taken out by or for the benefit of any Chargor or in which any Chargor from time to time has an interest (including, without limitation, the policies of insurance specified in schedule 10 (*Details of Insurances*)), together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy.

“Intellectual Property”: means:

- (a) all patents, trademarks, service marks, designs, business names, design rights, moral rights, inventions and all other registered or unregistered intellectual property rights;
- (b) all copyrights (including rights in software), database rights, domain names, source codes, brand names and all other similar registered or unregistered intellectual property rights;
- (c) all applications for intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from intellectual property rights, including royalties, fees, profit sharing agreements and income from licences;

- (d) all know-how, confidential information and trade secrets; and
- (e) all physical material in which any intellectual property might be incorporated, including, without limitation, any of the same specified in schedule 3 (*Intellectual Property*).

"Junior Facilities Agreement": has the meaning given to such term in the Intercreditor Agreement.

"Liability Period": means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents.

"LPA": means the Law of Property Act 1925.

"Mortgaged Property": means any freehold, commonhold or leasehold property the subject of the security constituted by this Deed and references to any **"Mortgaged Property"** shall include references to the whole or any part or parts of it.

"Planning Acts": means all legislation from time to time regulating the development, use, safety and control of property including, without limitation, the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 and any other instrument, plan, regulation, permission or direction made or issued under any such legislation.

"Premises": means all buildings and erections from time to time situated on or forming part of any Mortgaged Property.

"Receiver": means a receiver, receiver and manager or administrative receiver of the whole or any part or parts of the Charged Property.

"Related Rights": means, in relation to the Securities, all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities, whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise.

"Secured Liabilities": means all present and future indebtedness, moneys, obligations and liabilities of AEL and each other Chargor to the Lender under the Finance Documents (including this Deed), in whatever currency denominated, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in some other capacity, including any liability in respect of any further advances made under the Finance Documents, together with all Expenses and all interest under clause 2.3 (*Interest*).

"Secured Party": means the Lender or any Receiver or Delegate.

"Securities": means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of any Chargor, including, without limitation, any of the same specified in schedule 4 (*Securities*), together with all property and rights of any Chargor in respect of any account held by or for that Chargor as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere.

“Specified Contracts”: means each of the contracts, if any, specified in schedule 5 (*Specified Contracts*).

Construction

1.2 Any reference in this Deed to:

1.2.1 the **“Lender”**, any **“Chargor”**, the **“Company”**, or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

1.2.2 **“assets”** includes present and future properties, revenues and rights of every description;

1.2.3 **“indebtedness”** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

1.2.4 a **“person”** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);

1.2.5 a **“regulation”** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation; and

1.2.6 a provision of law is a reference to that provision as amended or re-enacted.

1.3 Clause and schedule headings are for ease of reference only.

1.4 Any reference in this Deed to a mortgage, charge or assignment of any asset shall be construed so as to include:

1.4.1 the benefit of any covenants for title given or entered into by any predecessor in title of any Chargor in respect of that asset and all other rights, benefits, claims, contracts, warranties, remedies, security or indemnities in respect of that asset;

1.4.2 the proceeds of sale of any part of that asset and any other moneys paid or payable in respect of or in connection with that asset; and

1.4.3 in respect of any Mortgaged Property, all Premises and all fixtures and fittings (including trade fixtures and fittings and tenants’ fixtures and fittings) and plant and machinery from time to time in or on that Mortgaged Property.

1.5 Each term in any Finance Document is, to the extent not set out in or otherwise incorporated into this Deed, deemed to be incorporated into this Deed insofar as is necessary to comply with section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 but, except where stated otherwise, if there is any conflict between that incorporated term and any other term of this Deed that other term shall prevail.

1.6 Any reference in this Deed to any Finance Document or any other agreement or other document shall be construed as a reference to that Finance Document or that other agreement or document as the same may have been, or may from time to time be, restated, varied, amended, supplemented, extended, substituted, novated or assigned, whether or not as a result of any of the same:

- 1.6.1 there is an increase or decrease in any facility made available under that Finance Document or other agreement or document or an increase or decrease in the period for which any facility is available or in which it is repayable;
 - 1.6.2 any additional, further or substituted facility to or for such facility is provided;
 - 1.6.3 any rate of interest, commission or fees or relevant purpose is changed;
 - 1.6.4 the identity of the parties is changed;
 - 1.6.5 the identity of the providers of any security is changed;
 - 1.6.6 there is an increased or additional liability on the part of any person; or
 - 1.6.7 a new agreement is effectively created or deemed to be created.
- 1.7 Any reference in this Deed to **“this Deed”** shall be deemed to be a reference to this Deed as a whole and not limited to the particular clause, schedule or provision in which the relevant reference appears and to this Deed as amended, novated, assigned, supplemented, extended, substituted or restated from time to time and any reference in this Deed to a **“clause”** or a **“schedule”** is, unless otherwise provided, a reference to a clause or a schedule of this Deed.
- 1.8 Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa.
- 1.9 Where any provision of this Deed is stated to include one or more things, that shall be by way of example or for the avoidance of doubt only and shall not limit the generality of that provision.
- 1.10 It is intended that this document shall take effect as and be a deed of each Chargor notwithstanding the fact that the Lender may not execute this document as a deed.
- 1.11 Any change in the constitution of the Lender or its absorption of or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way prejudice or affect its rights under this Deed.

Third Party Rights

- 1.12 Nothing in this Deed is intended to confer on any person any right to enforce or enjoy the benefit of any provision of this Deed which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

Conflict of Terms

- 1.13 To the extent that there is any conflict and/or contradiction and/or inconsistency between the terms of this Deed and the terms of the Loan Agreement and/or the Intercreditor Agreement, the terms of the Loan Agreement and/or the Intercreditor Agreement, as the case may be, shall prevail and in such circumstances only compliance with the terms of the Loan Agreement and/or the Intercreditor Agreement, as the case may be, shall be deemed to be compliance in full with the conflicting and/or contradictory and/or inconsistent terms of this Deed.

Joint and Several Chargors

- 1.14 The liabilities and obligations of each Chargor under this Deed are joint and several.
- 1.15 Each Chargor agrees to be bound by this Deed notwithstanding that any other Chargor which was intended to sign or be bound by this Deed did not so sign or is not bound by this Deed.
- 1.16 Where two or more Chargors purport to create Security over the same Charged Property which is vested in them jointly under this Deed then:

- 1.16.1 they (or such of them as have the joint asset in the relevant Charged Property) shall be deemed to have jointly mortgaged, charged and/or assigned, as appropriate, their joint interest in the relevant Charged Property;
- 1.16.2 each Chargor shall be deemed to have mortgaged, charged and/or assigned, as appropriate, its individual interest (if any) in the relevant Charged Property; and
- 1.16.3 each Chargor will be deemed to have confirmed the Security granted by the other Chargors.

2. COVENANT TO PAY AND GUARANTEE

Covenant to Pay

- 2.1 Each Chargor covenants with the Lender that it shall pay, perform and discharge its Secured Liabilities as and when the same fall due for payment, performance or discharge in accordance with the terms of the Finance Documents.

Guarantee and Indemnity

- 2.2 Each Chargor irrevocably and unconditionally jointly and severally:
 - 2.2.1 guarantees to the Lender punctual payment, performance and discharge by AEL and each other Chargor of the Secured Liabilities;
 - 2.2.2 undertakes with the Lender that whenever AEL or another Chargor does not pay any amount or perform or discharge any obligation in respect of the Secured Liabilities when due, that Chargor shall immediately on demand pay that amount or perform or discharge that obligation as if it was the principal obligor; and
 - 2.2.3 agrees with the Lender that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, that Chargor will, as an independent and primary obligation, indemnify the Lender immediately on demand against any cost, loss or liability the Lender incurs as a result of AEL or another Chargor not paying any amount or performing or discharging any obligation which would, but for such unenforceability, invalidity or illegality, have been payable by it or otherwise due from it in respect of the Secured Liabilities on the date when it would have been due. The amount payable by a Chargor under this indemnity will not exceed the amount it would have had to pay under this clause 2.2 if the amount claimed had been recoverable on the basis of a guarantee.

Interest

- 2.3 Each Chargor covenants with the Lender to pay interest on any amounts due under clause 2.1 (*Covenant to Pay*) and/or clause 2.2 (*Guarantee and Indemnity*) from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of that Chargor) at the rate and in the manner specified in clause 5.4 (*Interest*) of the Loan Agreement, **provided that**, in the case of any Expense, such interest shall accrue and be payable as from the date on which the relevant Expense arose without the necessity for any demand being made for payment.

3. FIXED SECURITY

Charges

- 3.1 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Lender by way of a first legal mortgage all of that Chargor's right, title and interest in and to the freehold, commonhold and leasehold property now vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in schedule 2 (*Real Property*)).
- 3.2 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Lender by way of first fixed charge all of that Chargor's right, title and interest in and to the following assets, both present and future:
- 3.2.1 all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under clause 3.1 above);
 - 3.2.2 all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled;
 - 3.2.3 where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;
 - 3.2.4 all amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises (the "**Rental Income**") (to the extent not otherwise validly and effectively assigned pursuant to Clause 3.3 (*Assignment*) below);
 - 3.2.5 all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade);
 - 3.2.6 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 3.3 (*Assignment*) below);
 - 3.2.7 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same;
 - 3.2.8 all moneys from time to time deposited in or standing to the credit of any bank account with the Lender or any other bank or financial institution, including, without limitation, any of the same specified in schedule 9 (*Details of Charged Accounts*) (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same)), but excluding the Excluded Accounts;

- 3.2.9 all Securities and their Related Rights;
- 3.2.10 all of its goodwill and uncalled capital;
- 3.2.11 all Intellectual Property;
- 3.2.12 all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them;
- 3.2.13 each of the Specified Contracts, together with (to the extent not otherwise validly and effectively assigned pursuant to Clause 3.3 (*Assignment*) below):
 - (a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises;
 - (b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person;
 - (c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels); and
 - (d) any hedging arrangements, currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with the Lender or any other person),

including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them (together the “**Secured Contracts**”); and
- 3.2.14 any beneficial interest, claim or entitlement it has in any pension fund.

Assignment

- 3.3 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, assigns to the Lender absolutely (subject to a proviso for re-assignment on redemption of the Secured Liabilities) by way of a first legal assignment all of that Chargor's right, title and interest in and to:
 - 3.3.1 the Rental Income;
 - 3.3.2 the Secured Contracts;
 - 3.3.3 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances; and
 - 3.3.4 all other Debt Proceeds (not otherwise assigned under this clause 3.3)

Excluded Security

- 3.4 There shall be excluded from the Security created by clause 3 (*Fixed Security*) and any Security created in the future over any asset or undertaking which the relevant Chargor is at any time

prohibited from created Security on or over by reason of any contract, licence, lease, instrument or other arrangement with a third party (including any asset or undertaking which the Chargor is precluded from creating Security on or over without the prior consent of a third party).

4. FLOATING CHARGE

Creation of Floating Charge

- 4.1 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Lender by way of a first floating charge all of that Chargor's undertaking and all its other property, assets and rights whatsoever, present and future, including all of its stock in trade and all of its property, assets and rights not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to clause 3 (*Fixed Security*).

Qualifying Floating Charge

- 4.2 The provisions of paragraph 14 of schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to clause 4.1 (*Creation of Floating Charge*).

Conversion by Notice

- 4.3 The Lender may by notice in writing at any time to any Chargor convert the floating charge created by pursuant to clause 4.1 (*Creation of Floating Charge*) with immediate effect into a fixed charge (either generally or specifically as regards any assets of that Chargor specified in the notice) if:

- 4.3.1 the security constituted by this Deed becomes enforceable; or
- 4.3.2 the Lender considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process or that it is desirable to do so in order to protect or preserve the security constituted by this Deed over any of the Charged Property and/or the priority of that security.

Automatic Conversion

- 4.4 Notwithstanding clause 4.3 (*Conversion by Notice*) and without prejudice to any law which may have a similar effect, each floating charge created by clause 4.1 (*Creation of Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to that floating charge if:

- 4.4.1 any Chargor creates or attempts to create any Security over any of the Charged Property (except as expressly permitted under the Loan Agreement);
- 4.4.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or
- 4.4.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of any Chargor or an administrator is appointed or the Lender receives notice of an intention to appoint an administrator in respect of any Chargor.

5. PERFECTION OF SECURITY

Registration at HM Land Registry

- 5.1 For the purposes of panel 8 of each Form RX1 that may be required to be completed by the Lender in relation to any Mortgaged Property registered or required to be registered at HM Land Registry, each Chargor hereby consents to an application being made by the Lender to the Chief Land Registrar to enter the following restriction in Form P against that Chargor's title to such Mortgaged Property:

"No disposition of the registered estate by the proprietor of the registered estate [, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of [insert full name of Lender] referred to in the charges register [or its conveyancer [or specify appropriate details]]".

- 5.2 If the title to any Mortgaged Property of any Chargor is not registered at HM Land Registry, that Chargor shall use its reasonable endeavours to ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of that Mortgaged Property without the prior consent in writing of the Lender (such consent not to be unreasonably withheld or delayed).
- 5.3 Whether or not the title to any of the Mortgaged Property is registered at HM Land Registry, in the event that any caution against first registration or any notice (whether agreed or unilateral) is registered against any Chargor's title to any Mortgaged Property, that Chargor shall promptly following confirmation of the same from HM Land Registry provide the Lender with full particulars of the circumstances relating to such registration or notice and, if such caution or notice shall have been registered in order to protect a purported interest the creation of which is not permitted under this Deed, that Chargor shall promptly and at its own expense take such steps as the Lender may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

Further Advances

- 5.4 Subject to the provisions of the Loan Agreement, each Lender is under an obligation to make further advances to AEL under the Loan Agreement and that obligation will be deemed to be incorporated into this Deed as if set out in this Deed.

Acquisition of New Land

- 5.5 In relation to any freehold, commonhold or leasehold property which is acquired by or on behalf of any Chargor after the date of this Deed:
- 5.5.1 if the title to any such property is registered at HM Land Registry, that Chargor shall promptly apply to be registered as the proprietor of the registered estate acquired (or procure that such application is made on its behalf) and (for the purposes of panel 11 of Form AN1) hereby consents to an application being made by the Lender to the Chief Land Registrar for the registration of an agreed notice in Form AN1 to protect this Deed against that Chargor's title to that property;
- 5.5.2 if the title to any such property is required to be registered at HM Land Registry under the provisions of the Land Registration Act 2002, that Chargor shall promptly apply for first registration of the estate acquired in Form FR1 (or procure that such application is made on its behalf) and shall disclose or procure that the existence of

this Deed is disclosed to HM Land Registry either in the Form DL accompanying such application or in panel 12 of Form FR1; and

- 5.5.3 if the title to any such property represents the transfer of either part of a commonhold unit or part of the common parts of land registered as a freehold estate in commonhold land under the Commonhold and Leasehold Reform Act 2002, that Chargor shall also procure that the application to register the transfer is accompanied by an application in Form CM3 to register the commonhold community statement that has been amended in relation to the transfer as required by Rule 15 or, as the case may be, Rule 16 of the Commonhold (Land Registration) Rules 2004,

and, in each such case, the relevant Chargor shall, promptly after registration of it as the proprietor of the relevant registered estate, provide the Lender with an official copy of the register recording the same.

Notices of Charge and Assignment

- 5.6 Each Chargor shall, on the date of this Deed, give or join the Lender in giving:
- 5.6.1 a notice in the form set out in part I of schedule 6 (*Form of Notice of Charge – Insurance Policies*) or in such other form as the Lender may reasonably require to the relevant insurers in respect of each of its Insurances;
- 5.6.2 a notice in the form set out in part I of schedule 7 (*Form of Notice of Charge – Specified Contracts*) or, as applicable, part I of schedule 8 (*Form of Notice of Charge – Accounts not with the Lender*) or in such other form as the Lender may reasonably require to each of the counterparties to each Specified Contract to which it is a party and to each bank or financial institution (other than the Lender) in respect of each account of that Chargor opened or maintained with it (other than the Excluded Accounts); and
- 5.6.3 in respect of any other asset which is charged or assigned pursuant to clause 3 (*Fixed Security*), a notice of charge or, as applicable, assignment in such form as the Lender may reasonably require to the relevant obligor, debtor or other third party (as the case may be).
- 5.7 Each such notice shall be duly signed by or on behalf of the relevant Chargor and that Chargor shall use its reasonable endeavours to procure that each of the persons on whom any such notice is served promptly provides to the Lender a duly signed acknowledgement of that notice in the form set out in part II of schedule 6, part II of schedule 7 or, as applicable, part II of schedule 8 or in such other form in any case as the Lender may reasonably require.
- 5.8 If the relevant Chargor has used its reasonable endeavours to procure the acknowledgements referred to above within a 20 Business Day time period, but the relevant counterparty has refused or failed to provide such acknowledgement within that time period, then the relevant Chargor's obligation to obtain such acknowledgement will terminate.

Acknowledgement of Notice

- 5.9 The execution of this Deed by the Chargors and the Lender shall constitute notice to the Lender of the charge created by this Deed over any account opened or maintained by any Chargor with the Lender.

Deposit of Documents of Title

- 5.10 Each Chargor shall promptly deposit with the Lender (unless already held by its solicitors on behalf of and to the Lender's order or at HM Land Registry for the purpose of registration of the security constituted by this Deed or by a senior secured creditor of the relevant Chargor) all deeds, certificates and other documents of title from time to time relating to the Mortgaged Property.
- 5.11 Unless already held by a senior secured creditor of the relevant Chargor, each Chargor shall promptly deposit with the Lender all policy documents, documents of title and endorsements from time to time relating to the Insurances.

Deposit of Securities

- 5.12 Unless already held by a senior secured creditor of the relevant Chargor, each Chargor shall, in respect of any Securities which are in certificated form, promptly:
- 5.12.1 deposit with the Lender or as it may direct all stock and share certificates and other documents of title or evidence of ownership from time to time relating to such Securities; and
- 5.12.2 execute and deliver to the Lender all share transfers and other documents as the Lender may from time to time request in order to enable the Lender (or its nominee(s)) to be registered as the owner or otherwise obtain a legal title to or to perfect its security interest in such Securities, to the intent that the Lender may at any time without notice complete and present such transfers and documents for registration.
- 5.13 Each Chargor shall, in respect of any Securities which are in uncertificated form, promptly upon being requested to do so by the Lender, give or procure the giving of, in accordance with and subject to the facilities and requirements of the relevant system, all instructions necessary to effect a transfer of title to such Securities into an account in the name of the Lender (or its nominee(s)) and to cause the Operator to register on the relevant register of securities the transfer of such title.
- 5.14 For the purposes of clauses 5.12 and 5.13 above, the expressions "certificated", "instruction", "Operator", "relevant system" and "uncertificated" shall have the meanings given to those terms in the Uncertificated Securities Regulations 2001.

6. FURTHER ASSURANCE

Further Assurance

- 6.1 Each Chargor, at its own expense, shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender or any Receiver may reasonably specify (and in such form as the Lender or any Receiver may reasonably require in favour of the Lender or its nominee(s)) to:
- 6.1.1 perfect the security created or intended to be created in respect of the Charged Property (which may include the execution by that Chargor of a mortgage, charge, assignment or other Security over all or any of the assets forming part of, or which are intended to form part of, the Charged Property);
- 6.1.2 confer on the Lender Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the security intended to be conferred by or pursuant to this Deed;

- 6.1.3 facilitate the exercise of any rights, powers and remedies of the Lender or any Receiver or Delegate provided by or pursuant to this Deed or by law;
- 6.1.4 facilitate the realisation of the assets which form part of, or are intended to form part of, the Charged Property; and/or
- 6.1.5 create any charge by way of legal mortgage over any freehold, commonhold or leasehold property which becomes vested in that Chargor after the date of this Deed.

Necessary Action

- 6.2 Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Lender by or pursuant to this Deed.

Acquisition of New Land

- 6.3 Each Chargor shall promptly notify the Lender of any acquisition by it of any freehold, commonhold or leasehold property or of any agreement entered into by it or of which it has the benefit for the acquisition of any such property.

Implied Covenants for Title

- 6.4 Each of the mortgages, charges and assignments granted by each Chargor under this Deed are granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, save that the covenants set out in section 2(1)(a), section 3 and section 4 of that Act shall extend to each Chargor without, in each case, the benefit of section 6(2) of that Act.

7. UNDERTAKINGS

General

- 7.1 The undertakings in this clause 7 remain in force from the date of this Deed for so long as any amount is outstanding under this Deed.

Negative Pledge

- 7.2 No Chargor shall (and AEL shall ensure that no other member of the Group will) create or extend or permit to arise or subsist any Security over the whole or any part of the Charged Property or enter into any arrangement or transaction as described in clause 22.4 (*Negative pledge*) of the Junior Facilities Agreement in respect of any asset forming part of, or intended to form part of, the Charged Property, other than as permitted under the Junior Facilities Agreement.

Restriction on Disposals

- 7.3 No Chargor shall enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of the whole or any part of the Charged Property, other than any disposal in the ordinary course of trading (as conducted by that Chargor at the date of this Deed) of any Charged Property which is subject only to the floating charge created by clause 4.1 (*Creation of Floating Charge*) or as expressly permitted under the Junior Facilities Agreement.

Access

- 7.4 Each Chargor shall permit the Lender and any other person nominated by it free access at all reasonable times and on reasonable notice to enter upon and/or view the state and condition of the Charged Property (without, in any case, becoming liable to account as mortgagee in possession).

Insurance

- 7.5 Each Chargor shall insure and keep insured (or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, use its reasonable endeavours to procure that the landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured) the Charged Property (insofar as it is of an insurable nature) against:

- 7.5.1 loss or damage by fire or terrorist acts;
- 7.5.2 other risks, perils and contingencies and in such amounts and on such terms as would be taken out by reasonably prudent persons carrying on the same class of business as that carried on by it; and
- 7.5.3 any other risks, perils and contingencies and in such amounts and on such terms as the Lender may reasonably require.

- 7.6 All such insurances must be with an insurance company or underwriters and on such terms as are reasonably acceptable to the Lender and must be in a sum or sums not less than the replacement value of the Charged Property (meaning, in the case of the Premises, the total cost of entirely rebuilding, reinstating or replacing the Premises in the event of their being completely destroyed, together with architects', surveyors', engineers' and other professional fees and charges for demolition and reinstatement).

- 7.7 Subject to the terms of the Intercreditor Agreement, each Chargor shall, if requested by the Lender, procure that the Lender is named as co-insured with that Chargor on each policy of insurance effected or maintained by it or any person on its behalf in accordance with clause 7.5 above or that a note of the Lender's interest is endorsed upon, and the Lender is named as sole loss payee in respect of, each such policy, as the Lender may require and that the terms of each such policy require the insurer not to invalidate the policy as against the Lender by reason of the act or default of any other joint or named insured and not to cancel it without giving at least 30 days' prior written notice to the Lender.

- 7.8 Each Chargor shall promptly pay all premiums and other moneys payable under or in respect of each policy of insurance effected or maintained by it or any person on its behalf in accordance with clause 7.5 above and do all other things necessary to keep each such policy in full force and effect and shall, promptly upon request, produce to the Lender receipts showing the payment of such moneys within seven days of their becoming due and payable (or where, in the case of leasehold property, insurance is effected by the landlord, such evidence of the payment of premiums as that Chargor is entitled to obtain from the landlord under the terms of the relevant lease).

- 7.9 Each Chargor shall, on written demand by the Lender, produce to the Lender a copy of the policy, certificate or cover note relating to any such insurance as is required by clause 7.5 above (or where, in the case of any leasehold property, such insurance is effected by the landlord, such evidence of insurance as that Chargor is entitled to obtain from the landlord under the terms of the relevant lease). Where, in the case of leasehold property, such insurance is effected by the

landlord or the terms of the relevant lease require the landlord to effect insurance, each Chargor shall use all reasonable endeavours to enforce the covenants by its landlord relating to insurance contained in that lease (including any reinstatement covenants).

- 7.10 No Chargor shall do or cause or permit to be done or, as the case may be, not done, or shall fail to disclose, any matter or thing which may make any such insurance as is required by clause 7.5 above void or voidable.

Remedying Insurance Defaults

- 7.11 If default shall be made by any Chargor in complying with clause 7.5 above, the Lender may (but shall not be obliged to) effect or renew any such insurance as is required by that clause on such terms, in such name(s) and in such amount(s) as the Lender reasonably considers appropriate. All moneys expended by the Lender in so doing shall be reimbursed by the relevant Chargor to the Lender on demand and until so reimbursed shall carry interest at the rate specified in clause 2.3 (*Interest*) from the date of payment by the Lender until reimbursed (after as well as before any judgment).

Proceeds of Insurance

- 7.12 All moneys received or receivable by each Chargor under any Insurances in respect of the Premises or any other Charged Property of an insurable nature shall be held on trust for the Lender and applied (subject to the rights and claims of any person having prior rights thereto):

7.12.1 in accordance with the terms of the Loan Agreement; or

7.12.2 the security constituted by this Deed has become enforceable and if the Lender so directs, in or towards satisfaction of the Secured Liabilities in accordance with clause 15.1 (*Order of Application*).

Environmental Compliance

- 7.13 Each Chargor shall:

7.13.1 comply with all Environmental Law;

7.13.2 obtain, maintain and ensure compliance with all requisite Environmental Permits; and

7.13.3 implement procedures to monitor compliance with and to prevent liability under any Environmental Law,

where failure to do so might reasonably be expected to have a Material Adverse Effect.

Environmental Permits and Claims

- 7.14 Each Chargor shall, promptly upon becoming aware of the same, inform the Lender in writing of:

7.14.1 any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Permit; and

7.14.2 any facts or circumstances which are reasonably likely to result in any modification, suspension or revocation of any Environmental Permit or in any Environmental Permit not being extended, reviewed, granted or (where necessary) transferred,

where the modification, suspension or revocation, if implemented, or, as the case may be, the failure to extend, review, grant or transfer, might reasonably be expected to have a Material Adverse Effect.

- 7.15 Each Chargor shall, promptly upon becoming aware of the same, inform the Lender in writing of:
- 7.15.1 any Environmental Claim against it which is current or pending other than any claim that is frivolous and / or vexatious in nature; and
 - 7.15.2 any facts or circumstances which might reasonably be expected to result in any Environmental Claim being commenced against it,

where the claim, if determined against it, might reasonably be expected to have a Material Adverse Effect.

Voting Rights and Dividends relating to Securities

- 7.16 At any time before the security constituted by this Deed has become enforceable:
- 7.16.1 each Chargor shall be entitled to exercise all voting and other rights and powers in respect of the Securities or, if any of the same are exercisable by the Lender (or its nominee(s)), to direct in writing the exercise of those voting and other rights and powers, **provided that** no Chargor shall exercise or direct the exercise of any voting or other rights and powers in any manner which would breach the provisions of the Intercreditor Agreement or would, in the opinion of the Lender, prejudice the value of the Securities or otherwise jeopardise the security constituted by this Deed; and
 - 7.16.2 each Chargor shall pay all dividends, interest and other moneys arising from the Securities in accordance with the Intercreditor Agreement.
- 7.17 At any time after the security constituted by this Deed has become enforceable, the Lender may at its discretion (in the name of any Chargor or otherwise and without any further consent or authority from any Chargor):
- 7.17.1 exercise (or refrain from exercising) all voting and other rights and powers in respect of the Securities;
 - 7.17.2 apply all dividends, interest and other moneys arising from the Securities in accordance with clause 15.1 (*Order of Application*) and, if any of the same are paid or payable to any Chargor, that Chargor shall hold all such dividends, interest and other moneys on trust for the Lender and pay the same promptly to the Lender or as it may direct to be applied in accordance with clause 15.1;
 - 7.17.3 if not already so transferred, transfer the Securities into the name of, or (as applicable) into an account in the name of, the Lender (or its nominee(s)); and
 - 7.17.4 in addition to any other power created under this Deed, exercise (or refrain from exercising) all the powers and rights conferred on or exercisable by the legal or beneficial owner of the Securities and, except as expressly provided for in the Deed, all the powers and discretions conferred on trustees by the Trustee Act 1925 and the Trustee Act 2000, including, without limitation, the general power of investment set out in section 3 of the Trustee Act 2000, *provided that* the duty of care set out in section 1 (1) of the Trustee Act 2000 shall not apply to the exercise of any other power of investment (however conferred) by the Lender (or its nominee(s)) in respect of securities or property subject to a trust.

Calls and Other Obligations in respect of Securities

- 7.18 Each Chargor shall promptly pay all calls and other payments which may be or become due in respect of all or any part of the Securities and, if it fails to do so, the Lender may elect (but shall not be obliged) to make such payments on behalf of that Chargor. Any sums so paid by the Lender shall be reimbursed by the relevant Chargor to the Lender on demand and shall carry interest at the rate specified in clause 2.3 (*Interest*) from the date of payment by the Lender until reimbursed (after as well as before any judgment).
- 7.19 Each Chargor shall remain liable to observe and perform all of the other conditions and obligations assumed by it in respect of any of all or any part of the Securities.
- 7.20 Neither the Lender nor its nominee(s) shall be liable to make any payment in respect of any calls or other payments which may be or become due in respect of the Securities or be under any duty to make any enquiry into the nature or sufficiency of any payment received by it in respect of the Securities or to present or file or make any claim, take any action or do any other act or thing for the purpose of collecting and/or enforcing the payment of any amount to which it may be entitled in respect of the Securities.
- 7.21 Each Chargor shall copy to the Lender and comply with all requests for information which is within its knowledge and which are made under section 793 of the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional documents relating to all or any part of the Securities and, if it fails to do so, the Lender may elect (but shall not be obliged) to provide such information as it may have on behalf of (and at the expense of) that Chargor.
- 7.22 No Chargor shall, without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed), do or cause or permit to be done anything which shall require any company in which any of the Securities is held to treat any person who is not the registered holder of any of the Securities as entitled to enjoy or exercise any rights of a member in relation to the whole or any part of the Securities, except pursuant to the terms of this Deed.

Book Debts and Other Debts

- 7.23 No Chargor shall at any time deal with its book debts and other debts and monetary claims except by getting in and realising them in the ordinary and usual course of its business and paying all Debt Proceeds into the current account of that Chargor with Barclays Bank PLC or into such other account with a bank or financial institution in the United Kingdom as the Lender shall have approved in advance (such approval not to be unreasonably withheld or delayed).

Bank Accounts

- 7.24 Each Chargor shall promptly deliver to the Lender, on the date of this Deed and, if any change occurs thereafter, on the date of such change, details of each account maintained by it with any bank or financial institution (other than the Lender).
- 7.25 Each Chargor undertakes that it shall not, without the Lender's prior written consent (such consent not to be unreasonably withheld or delayed) permit or agree to any variation of the rights attaching to any account referred to in clause 7.24 above other than to add and/or remove signatories to an account referred to in clause 7.24 above provided that:
- 7.25.1 such addition and/or removal shall be undertaken in the ordinary course of business; and
- 7.25.2 any additional signatory shall be a director of the relevant Chargor at that time.

- 7.26 At any time prior to the security constituted by this Deed becoming enforceable in accordance with clauses 8.1 and 8.2 (*When Security becomes Enforceable*), each Chargor shall be entitled to:
- 7.26.1 receive, withdraw or otherwise transfer any credit balance which arises on any account of that Chargor with any bank or financial institution referred to in clause 7.23 above as a result of Debt Proceeds being credited or transferred to that account from time to time; and
 - 7.26.2 deal with its accounts in the ordinary course of its business and may close or substitute an existing account with any bank or financial institution,
- in accordance with the terms of the Finance Documents.
- 7.27 Each Chargor agrees with the Lender that, at any time after the security constituted by this Deed has become enforceable in accordance with clauses 8.1 and 8.2 (*When Security becomes Enforceable*), it shall not be entitled to receive, utilise, transfer or withdraw any credit balance from time to time on any account except with the prior written consent of the Lender.

Premises, Plant and Machinery

- 7.28 Each Chargor shall at all times, to the Lender's satisfaction, repair and keep:
- 7.28.1 the Premises in good and substantial repair and condition and adequately and properly painted and decorated; and
 - 7.28.2 the fixtures, plant, machinery, implements and other effects and chattels owned by it and which are in or upon the Premises or elsewhere in a good state of repair and in good working order and condition and shall, as and when necessary, renew and replace such items when they shall become obsolete, worn out or destroyed with items of similar quality and of equal or greater value.
- 7.29 If default shall be made by any Chargor in complying with clause 7.28 above, the Lender may (but shall not be obliged to) carry out any necessary repairs and the relevant Chargor shall permit the Lender and its agents and contractors to take any of the steps referred to in clause 7.37 below for this purpose. All moneys expended by the Lender in taking any such steps shall be reimbursed by the relevant Chargor to the Lender on demand and until so reimbursed shall carry interest at the rate specified in clause 2.3 (*Interest*) from the date of payment by the Lender until reimbursed (after as well as before any judgment).
- 7.30 No Chargor shall, without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed), carry out or permit to be carried out any material demolition, rebuilding, reconstruction or structural alteration of any Premises.

- 7.31 Clause 7.30 above shall not apply to any non-structural alteration of any Premises.

Mortgaged Property

- 7.32 No Chargor shall, except as expressly permitted under the Loan Agreement or with the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed):
- 7.32.1 exercise any statutory or other power of leasing or letting, or accept or agree to accept surrenders of any leases, or enter into any agreement for lease or letting, in respect of any Mortgaged Property; or

- 7.32.2 create any licence in respect of any Mortgaged Property, or let any person into occupation of, or share occupation of, any Mortgaged Property or grant any other proprietary or other right or interest in any Mortgaged Property.
- 7.33 Each Chargor shall:
- 7.33.1 observe and perform all the terms on its part contained in any lease or agreement for lease comprised within the Mortgaged Property; and
- 7.33.2 duly and punctually perform and observe and indemnify the Lender for any breach of any covenants, stipulations and obligations (restrictive or otherwise) affecting the Mortgaged Property.
- 7.34 No Chargor shall:
- 7.34.1 enter into any onerous or restrictive covenants affecting the Mortgaged Property; or
- 7.34.2 sever or unfix or remove any of the fixtures from any Mortgaged Property (except for the purpose of effecting necessary repairs to any such items or renewing or replacing the same in accordance with clause 7.28 above).
- 7.35 Each Chargor shall punctually pay or cause to be paid (except when contested on reasonable grounds) and shall indemnify the Lender and any Receiver or Delegate on demand against all present and future rents, rates, Taxes, assessments and outgoings of whatsoever nature imposed upon or payable in respect of its Mortgaged Property or by the owner or occupier of its Mortgaged Property upon the same becoming due and payable or within any applicable grace period. If any of the foregoing shall be paid by the Lender or any Receiver or Delegate they shall be reimbursed by the relevant Chargor to the Lender or such Receiver or Delegate on demand and shall carry interest at the rate specified in clause 2.3 (*Interest*) from the date of payment by the Lender or such Receiver or Delegate until reimbursed (after as well as before any judgment).
- 7.36 Subject to the terms of the Loan Agreement, no Chargor shall without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed):
- 7.36.1 make or, insofar as it is able, permit others to make any application for planning permission in respect of any Mortgaged Property;
- 7.36.2 carry out or permit to be carried out on any Mortgaged Property any development (within the meaning of that expression in the Planning Acts); or
- 7.36.3 make any VAT election in relation to any Mortgaged Property.

Remedying Mortgaged Property Defaults

- 7.37 In case of any default which is outstanding by any Chargor in performing or complying with any covenant, undertaking, restriction, applicable law or regulations affecting the Mortgaged Property, the relevant Chargor shall permit the Lender and its agents and contractors to:
- 7.37.1 enter on the Mortgaged Property;
- 7.37.2 comply with or object to any notice served on that Chargor in respect of the Mortgaged Property; and
- 7.37.3 take any action as the Lender may reasonably consider necessary or desirable to prevent or remedy any breach of any such covenant, undertaking, restriction, applicable law or regulations or to comply with or object to any such notice.

- 7.38 All moneys expended by the Lender in taking any steps referred to in clause 7.37 above shall be reimbursed by the relevant Chargor to the Lender on demand and until so reimbursed shall carry interest at the rate specified in clause 2.3 (*Interest*) from the date of payment by the Lender until reimbursed (after as well as before any judgment).

Information

- 7.39 Each Chargor shall promptly supply to the Lender such information as the Lender may reasonably require about the Charged Property and its compliance with the terms of this Deed and such further information regarding its financial condition, assets and operations as the Lender may reasonably request.
- 7.40 Each Chargor shall promptly notify the Lender in writing of any action, claim or demand made by or against it in connection with all or any part of the Charged Property or of any fact, matter or circumstance which may with the passage of time give rise to such an action, claim or demand, together with that Chargor's proposals for settling, liquidating, compounding or contesting the same and shall, subject to the Lender's approval of such proposals, implement them at its own expense, other than in respect of any action, claim or demand that is frivolous and / or vexatious in nature.

Notices relating to Charged Property

- 7.41 Each Chargor shall, within 14 days after the receipt by it of any application, requirement, order or notice served or given by any public or local or any other authority with respect to the whole or any part of the Charged Property:
- 7.41.1 deliver a copy to the Lender;
 - 7.41.2 inform the Lender of the steps taken or proposed to be taken by it to comply with the relevant application, requirement, order or notice; and
 - 7.41.3 comply with any reasonable request by the Lender to take such action as the Lender may believe necessary to preserve or protect the Charged Property or the security constituted or intended to be constituted by this Deed.

Not Jeopardise Security

- 7.42 No Chargor shall do or cause or permit to be done anything which might in any way depreciate, jeopardise or otherwise prejudice the value to the Lender of the security constituted or intended to be constituted by this Deed, except to the extent expressly permitted by the terms of this Deed.

8. ENFORCEMENT OF SECURITY

When Security becomes Enforceable

- 8.1 The security constituted by this Deed shall become immediately enforceable and the power of sale and other powers conferred by section 101 of the LPA, as varied or extended by this Deed, shall be immediately exercisable upon and at any time after the occurrence of an Event of Default (as defined in the Junior Facilities Agreement) for so long as such Event of Default is continuing.
- 8.2 After the security constituted by this Deed has become enforceable, the Lender may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Charged Property.

Right of Appropriation

- 8.3 To the extent that any of the Charged Property constitutes “**financial collateral**” and this Deed and the obligations of any Chargor under this Deed constitute a “**security financial collateral arrangement**” (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (the “**FCA Regulations**”)), the Lender shall have the right, at any time after the security constituted by this Deed has become enforceable, to appropriate all or any part of such financial collateral in or towards discharge of the Secured Liabilities. For this purpose, the parties agree that the value of such financial collateral shall be (in the case of cash) the amount standing to the credit of each bank account of the relevant Chargor, together with any accrued but unpaid interest, at the time the right of appropriation is exercised and (in the case of Securities) the market price of such Securities determined by the Lender by reference to a public index or by such other process as the Lender may select, including independent valuation. In each case, the parties agree that the manner of valuation provided for in this clause 8.3 shall constitute a commercially reasonable manner of valuation for the purposes of the FCA Regulations.

Redemption of Prior Mortgages

- 8.4 At any time after the security constituted by this Deed has become enforceable, the Lender or any Receiver may:
- 8.4.1 redeem any prior Security over any Charged Property; or
 - 8.4.2 procure the transfer of that Security to the Lender; or
 - 8.4.3 settle and pass the accounts of the person or persons entitled to such Security (and any accounts so settled and passed shall be conclusive and binding on the relevant Chargor).
- 8.5 All principal moneys, interest, costs, charges and expenses of and incidental to any such redemption or transfer shall be paid by the relevant Chargor to the Lender and every Receiver on demand and shall be secured by this Deed.

9. EXTENSION AND VARIATION OF THE LPA

General

- 9.1 For the purposes of all powers implied by the LPA, such powers shall arise (and the Secured Liabilities shall be deemed to have become due and payable for that purpose) on the date of this Deed.
- 9.2 Section 103 of the LPA (restricting the power of sale) and section 93 of the LPA (restricting the right of consolidation) shall not apply to the security constituted by this Deed.
- 9.3 The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender and any Receiver at any time after the security constituted by this Deed has become enforceable to make any lease or agreement for lease, accept surrenders of leases and/or grant options on such terms as it or he shall think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the LPA.

Privileges

- 9.4 Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers.

10. APPOINTMENT OF RECEIVER AND ADMINISTRATOR

Appointment

- 10.1 At any time after the security constituted by this Deed has become enforceable or if an application is presented for the making of an administration order in relation to any Chargor or any person who is entitled to do so gives written notice of its intention to appoint an administrator of any Chargor or files such a notice with the court or if any Chargor so requests the Lender in writing (in which case, in each such case, the security constituted by this Deed shall become immediately enforceable), the Lender may without prior notice to any Chargor:

10.1.1 appoint free from the restrictions imposed by section 109(1) of the LPA either under seal or in writing under its hand any one or more persons to be a Receiver of the whole or any part or parts of the Charged Property in like manner in every respect as if the Lender had become entitled under the LPA to exercise the power of sale conferred under the LPA; or

10.1.2 appoint one or more persons to be an administrator of any one or more of the Chargors.

Removal

- 10.2 The Lender may by writing under its hand (or by an application to the court where required by law):

10.2.1 remove any Receiver appointed by it; and

10.2.2 appoint, whenever it deems it expedient, any one or more persons to be a new Receiver in the place of or in addition to any Receiver.

Statutory Powers of Appointment

- 10.3 The powers of appointment of a Receiver conferred by this Deed shall be in addition to all statutory and other powers of appointment of the Lender under the LPA (as extended by this Deed) or otherwise and such powers shall be and remain exercisable from time to time by the Lender in respect of any part or parts of the Charged Property.

Capacity of Receiver

- 10.4 Each Receiver shall be deemed to be the agent of the relevant Chargor for all purposes. Each Chargor alone shall be responsible for a Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him.

- 10.5 The agency of each Receiver shall continue until the relevant Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender.

- 10.6 If there is more than one Receiver holding office at the same time, each Receiver shall (unless the document appointing him states otherwise) be entitled to act (and to exercise all of the powers conferred on a Receiver under this Deed) individually or together with any other person appointed or substituted as Receiver.

Remuneration of Receiver

- 10.7 The Lender may fix the remuneration of any Receiver appointed by it without any restriction imposed by section 109(6) of the LPA and the remuneration of the Receiver shall be a debt secured by this Deed, which shall be due and payable immediately upon its being paid by the Lender.

11. POWERS OF RECEIVER

General

- 11.1 Each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out below in this clause 11 in addition to those conferred by law.
- 11.2 Without prejudice to the generality of this clause 11, each Receiver shall have all the rights, powers and discretions of an administrative receiver under schedule 1 to the Insolvency Act 1986 whether he falls within the statutory definition of an administrative receiver or not.

Specific Powers

- 11.3 Each Receiver shall have the following powers (and every reference in this clause 11.3 to the “**Charged Property**” shall be read as a reference to that part or parts of the Charged Property in respect of which that Receiver was appointed):
- 11.3.1 power to purchase or acquire land and purchase, acquire or grant any interest in or right over land as he thinks fit;
- 11.3.2 power to take immediate possession of, get in and collect any Charged Property;
- 11.3.3 power to carry on the business of any Chargor as he thinks fit;
- 11.3.4 power (but without any obligation to do so) to:
- (a) make and effect all repairs, alterations, additions and insurances and do all other acts which any Chargor might do in the ordinary conduct of its business as well for the protection as for the improvement of the Charged Property;
 - (b) commence or complete any building operations on the Charged Property;
 - (c) apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence in respect of the Charged Property; and
 - (d) negotiate for compensation with any authority which may intend to acquire or be in the process of acquiring all or any part of the Charged Property and make objections to any order for the acquisition of all or any part of the Charged Property and represent any Chargor at any enquiry to be held to consider such objections or otherwise relating to any such acquisition,
- in each case as he thinks fit;
- 11.3.5 power to appoint and discharge managers, officers, agents, advisers, accountants, servants, workmen, contractors, surveyors, architects, lawyers and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit and power to discharge any such persons appointed by any Chargor (and the costs incurred by any Receiver in carrying out such acts or doing such things shall be reimbursed to that Receiver by the relevant Chargor on demand and until so reimbursed shall carry interest at the rate specified in clause 2.3 (*Interest*) from the date of payment by the Receiver until reimbursed (after as well as before any judgment));
- 11.3.6 power to raise and borrow money either unsecured or (with the prior consent of the Lender) on the security of any Charged Property either in priority to the security

constituted by this Deed or otherwise and generally on any terms and for whatever purpose he thinks fit;

- 11.3.7 power to sell, exchange, convert into money and realise any Charged Property by public auction or private contract and generally in any manner and on any terms as he thinks fit;
- 11.3.8 power to sever and sell separately any fixtures from the property containing them without the consent of any Chargor;
- 11.3.9 power to let any Charged Property for any term and at any rent (with or without a premium) as he thinks fit and power to accept a surrender of any lease or tenancy of any Charged Property on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender);
- 11.3.10 power to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Charged Property;
- 11.3.11 power to bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any Charged Property or in relation to any Chargor which may seem to him to be expedient;
- 11.3.12 power to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising any Charged Property;
- 11.3.13 power to form a subsidiary of any Chargor and transfer to that subsidiary any Charged Property;
- 11.3.14 power to do all such acts as may seem to him to be necessary or desirable in order to initiate or continue any development of any Charged Property and for these purposes to appoint and to enter into such contracts with such building and engineering contractors or other contractors and professional advisers as he may think fit;
- 11.3.15 power to call any meeting of the members or directors of any Chargor in order to consider such resolutions or other business as he thinks fit;
- 11.3.16 power to exercise in relation to any Charged Property all the powers and rights which he would be capable of exercising if he were the absolute beneficial owner of the same;
- 11.3.17 power to do all other acts and things which he may consider desirable or necessary for realising any Charged Property or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed; and
- 11.3.18 power to exercise any of the above powers in the name of or on behalf of the relevant Chargor or in his own name and, in each case, at the cost of that Chargor.

Lender's Powers

- 11.4 To the fullest extent permitted by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) upon a Receiver may after the security constituted by this Deed has become enforceable be exercised by the Lender in relation to any Charged Property, irrespective of whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

12. DISCRETIONS AND DELEGATION

Discretion

- 12.1 Subject to any provision to the contrary in this Deed (including any provision in this Deed under which a consent is not to be unreasonably withheld or delayed), any liberty or power which may be exercised or any determination which may be made under this Deed by the Lender or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

Delegation

- 12.2 Each of the Lender and any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed (including the power of attorney).
- 12.3 Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Lender or any Receiver (as the case may be) shall think fit.
- 12.4 Neither the Lender nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

13. POWER OF ATTORNEY

Appointment and Powers

- 13.1 Each Chargor, by way of security, irrevocably appoints the Lender, every Receiver and every Delegate severally and independently to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:
- 13.1.1 carrying out any obligation imposed on any Chargor by this Deed; and/or
 - 13.1.2 enabling the Lender or any Receiver or Delegate to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on it or him by or pursuant to this Deed or by law (including the exercise of any right of an absolute legal or beneficial owner of the Charged Property).

Ratification

- 13.2 Each Chargor shall ratify and confirm whatever any attorney does or purports to do pursuant to its appointment under clause 13.1 (*Appointment and Powers*).

14. PROTECTION OF PURCHASERS

Consideration

- 14.1 The receipt of the Lender or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property (including a disposal by a Receiver or Delegate to any subsidiary of any Chargor) or in making any acquisition in the exercise of their respective powers, the Lender, every Receiver and every Delegate may do so for such consideration, in such manner and on such terms as it or he thinks fit.

Protection of Third Parties

- 14.2 No person (including a purchaser) dealing with the Lender, any Receiver or any Delegate shall be bound to enquire:
- 14.2.1 whether the Secured Liabilities have become payable; or
 - 14.2.2 whether any power which the Lender or any Receiver or Delegate is purporting to exercise has arisen or become exercisable; or
 - 14.2.3 whether any money remains due under the Finance Documents; or
 - 14.2.4 how any money paid to the Lender or to any Receiver or Delegate is to be applied,
- or shall be concerned with any propriety, regularity or purpose on the part of the Lender or any Receiver or Delegate in such dealings or in the exercise of any such power.

15. APPLICATION OF PROCEEDS

Order of Application

- 15.1 All moneys received or recovered by the Lender, any Receiver or any Delegate pursuant to this Deed, after the security constituted by this Deed has become enforceable, shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the LPA) be applied in the following order (but without prejudice to the right of the Lender to recover any shortfall from any Chargor):
- 15.1.1 in or towards payment of all costs, losses, liabilities and expenses of and incidental to the appointment of any Receiver or Delegate and the exercise of any of his rights and powers, including his remuneration, and all outgoings paid by him;
 - 15.1.2 in or towards payment of all other Expenses;
 - 15.1.3 in or towards payment of all other Secured Liabilities or such part of them as is then due and payable in accordance with the Loan Agreement; and
 - 15.1.4 in payment of the surplus (if any) to any Chargor or other person entitled to it.
- 15.2 Clause 15.1 (*Order of Application*) will override any appropriation made by any Chargor.

New Accounts

- 15.3 If the Lender receives, or is deemed to have received, notice of any subsequent Security or other interest affecting any Charged Property, the Lender may open a new account with any Chargor.
- 15.4 If the Lender does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received, or was deemed to have received, such notice. As from that time all payments made by or on behalf of the relevant Chargor to the Lender shall be credited or be treated as having been credited to the new account of that Chargor and not as having been applied in reduction of the Secured Liabilities.

Currency Conversion

- 15.5 For the purpose of or pending the discharge of any of the Secured Liabilities, the Lender may (in its absolute discretion) convert any moneys received or recovered by it or any Receiver or Delegate pursuant to this Deed or any moneys subject to application by it or any Receiver or Delegate pursuant to this Deed from one currency to another and any such conversion shall be made at the Lender's spot rate of exchange for the time being for obtaining such other currency with the first currency and the Secured Liabilities shall be discharged only to the extent of the

net proceeds of such conversion realised by the Lender. Nothing in this Deed shall require the Lender to make, or shall impose any duty of care on the Lender in respect of, any such currency conversion.

16. NO LIABILITY AS MORTGAGEE IN POSSESSION

- 16.1 Neither the Lender nor any Receiver or Delegate shall in any circumstances (either by reason of entering into or taking possession of any Charged Property or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to any Chargor for anything, except actual receipts, or be liable to any Chargor for any costs, charges, losses, liabilities or expenses arising from the realisation of any Charged Property or from any act, default or omission of the Lender, any Receiver, any Delegate or any of their respective officers, agents or employees in relation to the Charged Property or from any exercise or purported exercise or non-exercise by the Lender or any Receiver or Delegate of any power, authority or discretion provided by or pursuant to this Deed or by law or for any other loss of any nature whatsoever in connection with the Charged Property or the Finance Documents.

17. SET-OFF

- 17.1 Without limiting any other rights conferred on the Lender by law or by any other agreements entered into with any Chargor, the Lender may (but shall not be obliged to) set off any matured obligation due from any Chargor under this Deed (to the extent beneficially owned by the Lender) against any obligation (whether matured or not) owed by the Lender to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If the obligation owed by the Lender is unliquidated or unascertained, the Lender may set off in an amount estimated by it in good faith to be the amount of that obligation.

18. EFFECTIVENESS OF GUARANTEE AND SECURITY

Continuing Guarantee and Security

- 18.1 The guarantee and security constituted by this Deed shall remain in full force and effect as a continuing guarantee and security for the Secured Liabilities during the Liability Period, unless and until discharged by the Lender, and will extend to the ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

Cumulative Rights

- 18.2 The guarantee and security constituted by this Deed and all rights, powers and remedies of the Lender provided by or pursuant to this Deed or by law shall be cumulative and in addition to, and independent of, any other guarantee or Security now or subsequently held by the Lender for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law. No prior Security held by the Lender over the whole or any part of the Charged Property shall be superseded by, or supersede or merge into, the security constituted by this Deed.

Reinstatement

- 18.3 If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any Chargor or any Security for those obligations or otherwise) is made by the Lender in whole or in part on the faith of any payment, Security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the

liability of each Chargor under, the guarantee and security constituted by this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

- 18.4 The Lender may concede or compromise any claim that any payment or any discharge is liable to avoidance or restoration.

Waiver of Defences

- 18.5 Neither the obligations of any Chargor under this Deed nor the security constituted by this Deed nor the rights, powers and remedies of the Lender provided by or pursuant to this Deed or by law will be affected by an act, omission, matter or thing which, but for this clause 18.5, would reduce, release or prejudice any of its obligations under this Deed, any of that security or any of those rights, powers and remedies (without limitation and whether or not known to it or the Lender) including:

- 18.5.1 any time, waiver or consent granted to, or composition with, AEL or another Chargor or any other person;
- 18.5.2 the release of any person under the terms of any composition or arrangement with any creditor of any person;
- 18.5.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, AEL or another Chargor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- 18.5.4 any incapacity or lack of power, authority or legal personality of, or dissolution or change in the members or status of, AEL or another Chargor or any other person;
- 18.5.5 any variation, amendment, novation, supplement, extension (whether of maturity or otherwise), substitution, restatement (in each case, however fundamental and of whatsoever nature and whether or not more onerous) or replacement of any Finance Document or any other document or Security entered into by AEL or another Chargor with the Lender or any other document or Security including without limitation any change in the purpose of, any extension of or any increase in, any facility or the addition of any new facility under any Finance Document or any other document or Security.
- 18.5.6 any unenforceability, illegality or invalidity of any obligation of AEL or another Chargor or any other person under any Finance Document or any other document or Security;
- 18.5.7 any insolvency or similar proceedings.

Guarantor Intent

- 18.6 Without prejudice to the generality of clause 18.5 (*Waiver of Defences*), each Chargor expressly confirms that it intends that the guarantee constituted by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents including, without limitation, any of the same which are for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; and/or any other variation or extension of the purposes for which any such

facility or amount might be made available from time to time, together with any fees, costs and/or expenses associated with any of the foregoing.

Immediate Recourse

- 18.7 Each Chargor waives any right it may have of first requiring the Lender to proceed against or enforce any other rights or Security or claim payment from any person or file any proof or claim in any insolvency, administration, winding up or liquidation proceedings relating to any person before claiming from it under this Deed. This waiver applies irrespective of any law or any provision of any Finance Document to the contrary.

Appropriations

- 18.8 Until all the Secured Liabilities which may be or become payable by the Chargors under or in connection with this Deed have been irrevocably paid, performed and discharged in full, the Lender may:

18.8.1 without affecting the liability of any Chargor under this Deed:

- (a) refrain from applying or enforcing any other moneys, Security or rights held or received by it in respect of the Secured Liabilities; or
- (b) apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Chargor shall be entitled to direct the appropriation of any such moneys, Security or rights or to enjoy the benefit of the same; and/or

18.8.2 hold in a suspense account any moneys received from any Chargor or on account of any Chargor's liability in respect of the Secured Liabilities. Amounts standing to the credit of any such suspense account shall bear interest at a rate considered by the Lender to be a fair market rate.

Deferral of Chargor's Rights

- 18.9 Until the Secured Liabilities, and all amounts which may be or become due and payable in respect of the Secured Liabilities, have been irrevocably paid, performed or discharged in full and unless the Lender otherwise directs, no Chargor shall exercise any rights which it may have by reason of performance by it of its obligations under this Deed or by reason of any amount being payable, or liability arising under, clause 2.2 (*Guarantee and Indemnity*) to:

18.9.1 be indemnified by AEL or another Chargor;

18.9.2 claim any contribution from any other guarantor of AEL's or another Chargor's obligations under the Finance Documents;

18.9.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Finance Documents or of any other guarantee or Security taken pursuant to, or in connection with, the Finance Documents;

18.9.4 bring legal or other proceedings for an order requiring AEL or another Chargor to make any payment, or perform any obligation, in respect of which that Chargor has given a guarantee, undertaking or indemnity under clause 2.2 (*Guarantee and Indemnity*);

18.9.5 exercise any right of set-off against AEL or another Chargor; and/or

18.9.6 claim or prove as a creditor of AEL or another Chargor or in its estate in competition with the Lender.

- 18.10 The rights of the Lender under clause 18.9 above shall be free from any right of quasi-retainer or other rule or principle of fund ascertainment arising either at law or in equity.
- 18.11 If a Chargor receives any benefit, payment or distribution in relation to any rights referred to in clause 18.9 above, it shall hold that benefit, payment or distribution to the extent necessary to enable all the Secured Liabilities, and all amounts which may be or become due and payable in respect of the Secured Liabilities, to be repaid in full on trust for the Lender and shall promptly pay or transfer the same to the Lender or as the Lender may direct for application in accordance with clause 15.1 (*Order of Application*).

No Security held by Chargors

- 18.12 No Chargor shall take or receive any Security from an Obligor or any other member of the Group or any other person in connection with its liability under this Deed. However, if any such Security is so taken or received by any Chargor:
- 18.12.1 it shall be held by that Chargor on trust for the Lender, with all moneys at any time received or held in respect of such Security, for application in or towards payment and discharge of the Secured Liabilities; and
- 18.12.2 on demand by the Lender, the relevant Chargor shall promptly transfer, assign or pay to the Lender all Security and all moneys from time to time held on trust by it under this clause 18.12.

19. INDEMNITIES

General Indemnity

- 19.1 Each Chargor shall, notwithstanding the release or discharge of all or any part of the security constituted by this Deed, promptly indemnify the Lender and every Receiver and Delegate against any reasonable cost, loss, liability or damage incurred by any of them as a result of:
- 19.1.1 any default or delay by that Chargor in the performance of any of the obligations expressed to be assumed by it in this Deed (including, without limitation, any arising from any actual or alleged breach by any person of any Environmental Law or Environmental Permits);
- 19.1.2 the taking, holding, protection or enforcement of the security constituted by this Deed; and
- 19.1.3 the exercise of any of the rights, powers, discretions and remedies vested in the Lender and each Receiver and Delegate by this Deed or by law in respect of the Charged Property.

Value Added Tax

- 19.2 Any cost or expense referred to in this clause 19 is exclusive of any VAT that might be chargeable in connection with that cost or expense. If any VAT is so chargeable, it shall be paid by the relevant Chargor at the same time as it pays the relevant cost or expense.

20. CERTIFICATES AND DETERMINATIONS

- 20.1 Any certificate or determination by the Lender of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

21. PARTIAL INVALIDITY

- 21.1 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired and, if any part of the security constituted, or intended to be constituted, by this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

22. REMEDIES AND WAIVERS

- 22.1 No failure to exercise, nor any delay in exercising, on the part of the Lender, any right, remedy or power under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right, remedy or power prevent any further or other exercise or the exercise of any other right, remedy or power. The rights, remedies and powers provided in this Deed are cumulative and not exclusive of any rights, remedies or powers provided by law.
- 22.2 Any amendment, waiver or consent by the Lender under this Deed must be in writing and may be given subject to any conditions thought fit by the Lender. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

23. COUNTERPARTS

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

24. ASSIGNMENT

- 24.1 The Lender may assign, charge or transfer all or any of its rights under this Deed without the consent of any Chargor. The Lender may disclose any information about any Chargor and this Deed as the Lender shall consider appropriate to any actual or proposed direct or indirect successor or to any person to whom information is required to be disclosed by any applicable law or regulation.

25. RELEASES

- 25.1 Upon the expiry of the Liability Period (but not otherwise) and subject to clauses 18.3 and 18.4 (*Reinstatement*), the Lender shall, at the request and cost of the relevant Chargor, take whatever action is necessary to release the Charged Property of that Chargor from the security constituted by this Deed.

26. GOVERNING LAW

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

IN WITNESS of which this Deed has been entered into as a deed and is intended to be and is delivered on the day and year first before written.

**SCHEDULE 1
THE CHARGORS**

Name	Company Number	Registered Office	Address for Notices	Fax Number	FAO
ACCIDENT EXCHANGE LIMITED	04141140	Alpha 1 Canton Lane, Hams Hall, Birmingham, West Midlands, B46 1G	Alpha 1 Canton Lane, Hams Hall, Birmingham, West Midlands, B46 1G	01675 432 714	Irfan Sadiq, Company Secretary
OOPS! (RRJ) LIMITED	06442789	Alpha 1 Canton Lane, Hams Hall, Birmingham, West Midlands, B46 1G	Alpha 1 Canton Lane, Hams Hall, Birmingham, West Midlands, B46 1G	01675 432 714	Irfan Sadiq, Company Secretary
DCML LIMITED	003929354	1 Waterloo Court, Waterloo Road, Stockport, Cheshire, SK1 3DU	1 Waterloo Court, Waterloo Road, Stockport, Cheshire, SK1 3DU	01675 432 714	Irfan Sadiq, Company Secretary
APU LIMITED	06735743	Alpha 1 Canton Lane, Hams Hall, Birmingham, West Midlands, B46 1G	Alpha 1 Canton Lane, Hams Hall, Birmingham, West Midlands, B46 1G	01675 432 714	Irfan Sadiq, Company Secretary
IN-CAR CLEVERNESS LIMITED	06578472	Alpha 1 Canton Lane, Hams Hall, Birmingham, West Midlands, B46 1GA	Alpha 1 Canton Lane, Hams Hall, Birmingham, West Midlands, B46 1G	01675 432 714	Irfan Sadiq, Company Secretary
AXI LIMITED	05094579	Alpha 1 Canton Lane, Hams Hall, Birmingham, West Midlands, B46 1GA	Alpha 1 Canton Lane, Hams Hall, Birmingham, West Midlands, B46 1G	01675 432 714	Irfan Sadiq, Company Secretary

AX FINANCE LIMITED	05094564	Midlands, B46 1GA	West Midlands, B46 1G	
		Alpha 1 Canton Lane, Hams Hall, Birmingham, West Midlands, B46 1GA	Alpha 1 Canton Lane, Hams Hall, Birmingham, West Midlands, B46 1G	01675 432 714
				Irfan Sadiq, Company Secretary

**SCHEDULE 2
REAL PROPERTY**

Part I

Registered Land

(Freehold, commonhold or leasehold property (if any) in England and Wales of which the relevant
Chargor is registered as the proprietor at the Land Registry)

Name of Chargor	Premises at:	County/District	Registered at HM Land Registry under Title No:
-----------------	--------------	-----------------	--

None at the date of this Deed

Part II

Unregistered Land

(Freehold or leasehold property (if any) in England and Wales title to which is not registered at the
Land Registry of which the relevant Chargor is the owner)

The freehold/leasehold property comprised in the following title deed(s) or other document(s) of title:

Name of Chargor	Document	Date	Parties	Description
--------------------	----------	------	---------	-------------

None at the date of this Deed

SCHEDULE 3
INTELLECTUAL PROPERTY

Name of Chargor	Nature of Intellectual Property (patent, trademark, service mark, design mark etc)	Further details of the Intellectual Property (relevant registry, registration number or reference etc)
------------------------	---	---

None at the date of this Deed

**SCHEDULE 4
SECURITIES**

**Part I
Shares**

Name of Chargor	Details of company in which shares are held	Number of shares	Description of shares (class, par value etc)	Registered holder
Accident Exchange Limited (04141140)	APU Limited (06735743)	1	Other shares of £1.00 each	Accident Exchange Limited (04141140)
Accident Exchange Limited (04141140)	OOPS! (RRI) Limited (06442789)	1	Ordinary shares of £1.00 each	Accident Exchange Limited (04141140)
Accident Exchange Limited (04141140)	DCML Limited (03929354)	9,000	Ordinary shares of £1.00 each	Accident Exchange Limited (04141140)
Accident Exchange Limited (04141140)	DCML Limited (03929354)	1,000	Ordinary B shares of £1.00 each	Accident Exchange Limited (04141140)
Accident Exchange Limited (04141140)	In-Car Cleverness Limited (06578472)	1	Ordinary shares of 1 JPY each	Accident Exchange Limited (04141140)
Accident Exchange Limited (04141140)	AXI Limited (05094579)	1	Ordinary shares of £1.00 each	Accident Exchange Limited (04141140)
Accident Exchange Limited (04141140)	AX Finance Limited (05094564)	5,000	Ordinary shares of £1.00 each	Accident Exchange Limited (04141140)

**Part II
Other Securities**

None at the date of this Deed

SCHEDULE 5
SPECIFIED CONTRACTS

None at the date of this Deed

SCHEDULE 6
FORM OF NOTICE OF ASSIGNMENT – INSURANCE POLICIES

Part I
Form of Notice

To: [Name of relevant insurance company]

Address: [] [Date]

Dear Sirs

[Name of relevant Chargor] - Insurance Polic[y] [ies] Number[s] [•] [and [•] (the “**Polic[y] [ies]**”)

[•] (the “**Lender**”) and [insert name of relevant Chargor] (the “**Company**”) HEREBY GIVE NOTICE that by an assignment contained in a debenture dated [•] and made between, inter alios, the Company and the Lender (the “**Debenture**”) the Company assigned to the Lender absolutely by way of a first legal assignment all of its present and future right, title and interest in and to the Polic[y][ies], including all claims, the proceeds of all claims and all returns of premium in connection with the Polic[y][ies].

The Polic[y][ies], together with any new policy or policies in substitution for the Polic[y][ies], and all policy documents, documents of title and endorsements relating to all such policies (including the Polic[y][ies]), should be held to the order of the Lender and all payments by you under or in connection with the Polic[y][ies] should be made as the Lender may direct and only on the Lender’s written instructions.

The Company confirms that:

- (i) in the event of any conflict between communications received from it and from the Lender, the communication from the Lender shall prevail;
- (ii) none of the instructions, authorisations or confirmations in this Notice of Assignment (the “**Notice**”) can be revoked or varied in any way except with the Lender’s specific written consent; and
- (iii) any written notice or instructions given to you by the Lender in accordance with this Notice shall be conclusive.

Kindly acknowledge receipt of this Notice and confirm your agreement to it by signing the enclosed form of acknowledgement and returning it to the Lender at [address] for the attention of [•].

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

Yours faithfully,

.....
for and on behalf of

[insert name of relevant Chargor]

.....
for and on behalf of

[•]

Part II
Form of Acknowledgement
[on duplicate]

To: [•]

Address: []

Attention: [•]

[Date]

Dear Sirs

We acknowledge receipt of the Notice of Assignment of which this is a copy. Terms and expressions defined in that Notice shall have the same meanings when used in this acknowledgment. We agree to and confirm the following:

- (a) we will hold the Polic[y][ies], together with any new policy or policies in substitution for the Polic[y][ies] and all policy documents, documents of title and endorsements relating to all such policies (including the Polic[y][ies]), to your order and accept, agree to and will comply with the terms of the Notice;
- (b) we will send to you copies of any notices which we may give to the Company under such policies (including the Polic[y][ies]) at the same time as we send them to the Company;
- (c) we have not received notice of any other charge, assignment or other third party right or interest whatsoever in, of, over, or affecting, any such policies (including the Polic[y][ies]); and
- (d) this acknowledgement is freely assignable or transferable by you, by any subsequent assignee, transferee or successor in title in accordance with the terms of such policies (including the Polic[y][ies]) ("**Subsequent Party**") and by any receiver appointed by you or by any Subsequent Party pursuant to the Debenture.

Our agreement and confirmation in paragraph (a) above is given subject to our right of cancellation in respect of any such policies (including the Polic[y][ies]) on default in payment of any premiums but we undertake with you (until such time as we receive notice to the contrary from you):

- (i) to advise you promptly if any such premiums are not received by us within 30 days of renewal falling due;
- (ii) not to exercise our right of cancellation on default in payment of any such premiums without giving you 30 days' notice in writing and therefore a reasonable opportunity of paying the premiums outstanding; and
- (iii) to notify you promptly of, and in any event before giving our agreement to, any material changes which are proposed to be made to the terms of any such policies (including the Polic[y][ies]).

Yours faithfully

.....

for and on behalf of

[*Name of relevant life company*]

SCHEDULE 7
FORM OF NOTICE OF CHARGE – SPECIFIED CONTRACTS

Part I
Form of Notice

To: [Name of relevant counterparty to Specified Contract]

Address: [] [Date]

Dear Sirs

[•] (the “**Lender**”) and [insert name of relevant Chargor] (the “**Company**”) HEREBY GIVE NOTICE that by a charge contained in a mortgage debenture dated [•] and made between, inter alios, the Company and the Lender (the “**Debenture**”) the Company charged to the Lender by way of first fixed charge all of its present and future right, title and interest in and to the following agreement:

[describe agreement]

(the “**Agreement**”) including, but not limited to, the right to demand and receive all moneys whatsoever payable to or for the benefit of the Company under or arising from the Agreement, all remedies provided for in the Agreement or available at law or in equity in relation to the Agreement, the right to compel performance of the Agreement and all other rights, interests and benefits whatsoever accruing to or for the benefit of the Company arising from the Agreement.

All moneys payable by you to the Company pursuant to the Agreement shall be paid to the Company’s account (account number [insert account number], sort code [insert sort code] and account reference “[insert account name]”) with the Lender unless and until you receive notice from the Lender to the contrary, in which event you should make all future payments as directed by the Lender.

Notwithstanding the charge referred to above or the making of any payment by you to the Lender pursuant to it, the Company shall remain liable under the Agreement to perform all the obligations assumed by it under the Agreement and neither the Lender nor any receiver nor any delegate appointed by the Lender or any such receiver shall be at any time under any obligation or liability to you under or in respect of the Agreement. The Company shall also remain entitled to exercise all its rights, powers and discretions under the Agreement and you should continue to give notices under the Agreement to the Company in each case unless and until you receive notice from the Lender to the contrary when all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Lender or as it directs.

The Company confirms that:

- (i) in the event of any conflict between communications received from it and from the Lender, the communication from the Lender shall prevail;
- (ii) none of the instructions, authorisations or confirmations in this Notice of Charge (the “**Notice**”) can be revoked or varied in any way except with the Lender’s specific written consent; and
- (iii) any written notice or instructions given to you by the Lender in accordance with this Notice shall be conclusive.

Kindly acknowledge receipt of this Notice and confirm your agreement to it by signing the enclosed form of acknowledgement and returning it to the Lender at [address] for the attention of [•].

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

Yours faithfully,

for and on behalf of

[insert name of relevant Chargor]

for and on behalf of

[•]

Part II
Form of Acknowledgement
[on duplicate]

To: [•]

Address: []

Attention: [•]

[Date]

Dear Sirs

We acknowledge receipt of the Notice of Charge of which this is a copy. Terms and expressions defined in that Notice shall have the same meanings when used in this acknowledgment. We give any consent to the creation of the charge required pursuant to the Agreement and agree to and confirm that:

- (a) we will pay all moneys hereafter becoming due to the Company in respect of the Agreement as directed in the Notice and accept and will comply with the terms of the Notice;
- (b) we will send to you copies of any notices which we may give to the Company under the Agreement at the same time as we send them to the Company;
- (c) we have not received notice of any other charge, assignment or other third party right or interest whatsoever in, of, over, or affecting, the Agreement or any other notice relating to the Agreement; and
- (d) this acknowledgement is freely assignable or transferable by you, by any subsequent assignee, transferee or successor in title in accordance with the terms of the Agreement ("**Subsequent Party**") and by any receiver appointed by you or by any Subsequent Party pursuant to the Debenture.

Yours faithfully

.....

for and on behalf of

[Name of relevant counterparty to Specified Contract]

SCHEDULE 8
FORM OF NOTICE OF CHARGE – ACCOUNTS NOT WITH THE LENDER

Part I
Form of Notice

To: [Name of relevant bank or financial institution]

Address: [] [Date]

Dear Sirs

[•] (the “**Lender**”) and [insert name of relevant Chargor] (the “**Company**”) HEREBY GIVE NOTICE that by a charge contained in a mortgage debenture dated [•] and made between, inter alios, the Company and the Lender (the “**Debenture**”) the Company charged to the Lender by way of first fixed charge all of its present and future right, title and interest in and to all moneys from time to time deposited in or standing to the credit of any bank account with any bank or financial institution, including the following account(s) (each a “**Relevant Account**”) maintained with you:

[Specify accounts: account name, account number, details of branch etc].

Accordingly, the Company hereby irrevocably and unconditionally instructs and authorises you:

- (a) to disclose to the Lender, without any reference to or further authority from the Company and without any enquiry by you as to the justification for such disclosure, such information relating to any of the Relevant Accounts and the moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts as the Lender may at any time and from time to time request you to disclose to it;
- (b) to hold all moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts to the order of the Lender and to pay or release all or any part of such moneys in accordance with the written instructions of the Lender at any time and from time to time; and
- (c) to comply with the terms of any other written notice or instructions that you receive at any time and from time to time from the Lender in any way relating to the Debenture, any of the Relevant Accounts or the moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts without any reference to or further authority from the Company and without any enquiry by you as to the justification for or validity of such notice or instructions.

The Lender shall not be entitled to exercise any of its rights pursuant to or in connection with paragraphs (b) to (c) inclusive above and shall not be entitled to serve any notice or give any instruction pursuant to paragraph (c) above unless and until the security created pursuant to the Debenture has become enforceable in accordance with its terms (as notified to you in writing by the Lender).

The Company confirms that:

- (i) in the event of any conflict between communications received from it and from the Lender, the communication from the Lender shall prevail;
- (ii) none of the instructions, authorisations or confirmations in this Notice of Charge (the “**Notice**”) can be revoked or varied in any way except with the Lender’s specific written consent; and
- (iii) any written notice or instructions given to you by the Lender in accordance with this Notice shall be conclusive.

Kindly acknowledge receipt of this Notice and confirm your agreement to it by signing the enclosed form of acknowledgement and returning it to the Lender at [address] for the attention of [•].

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

Yours faithfully,

for and on behalf of

[insert name of relevant Chargor]

for and on behalf of

[•]

Part II
Form of Acknowledgement
[on duplicate]

To: [•]

Address: []

Attention: [•]

[Date]

Dear Sirs

We acknowledge receipt of the Notice of Charge of which this is a copy. Terms and expressions defined in that Notice shall have the same meanings when used in this acknowledgment. We agree to and confirm the following:

- (a) we accept and will comply with the terms of the Notice;
- (b) we have not received notice of any other charge, assignment or other third party right or interest whatsoever in, of, over or affecting any of the Relevant Accounts;
- (c) we have not claimed or exercised and will not claim or exercise (except with the Lender's prior written consent) any security interest, right of set-off, consolidation or counterclaim or any other right against or in respect of any of the Relevant Accounts, except in respect of our usual administrative and transactional fees and charges in relation to the Relevant Account in question; and
- (d) we shall not permit the Company to make any withdrawal from any of the Relevant Accounts upon written notice or instructions from the Lender.

Yours faithfully

.....
for and on behalf of

[name of relevant bank or financial institution]

SCHEDULE 9
DETAILS OF CHARGED ACCOUNTS

Accounts				
Account holder	Account number	Type	Account bank	Account bank branch address and sort code
Accident Exchange Limited		AE Current Account	Barclays Bank PLC	Colmore Row, Birmingham [REDACTED]
Accident Exchange Limited		AE Ltd BPA	Barclays Bank PLC	Colmore Row, Birmingham [REDACTED]
Accident Exchange Limited		Vehicle Account	Barclays Bank PLC	Colmore Row, Birmingham [REDACTED]
Accident Exchange Limited		E Auction Account	Barclays Bank PLC	Colmore Row, Birmingham [REDACTED]
Accident Exchange Limited		Coverholder Account	Barclays Bank PLC	Colmore Row, Birmingham [REDACTED]
In-Car Cleverness Limited		ICC	Barclays Bank PLC	Colmore Row, Birmingham [REDACTED]
APU Limited		APU	Barclays Bank PLC	Colmore Row, Birmingham [REDACTED]
OOPS! (RRI) Limited		OOPS LTD	Barclays Bank PLC	Colmore Row, Birmingham [REDACTED]
DCML Limited		DCML APP	Barclays Bank PLC	Manchester City Office, Leicestershire, LE87 2BB [REDACTED]
DCML Limited		DCML COLL BPA	Barclays Bank PLC	Manchester City Office, Leicestershire, LE87 2BB [REDACTED]
DCML Limited		DCML Collections	Barclays Bank PLC	Manchester City Office, Leicestershire, LE87 2BB [REDACTED]
DCML Limited		DCML OFF BPA	Barclays Bank PLC	Manchester City Office, Leicestershire, LE87 2BB [REDACTED]
DCML Limited		DCML Office	Barclays Bank PLC	Manchester City Office, Leicestershire, LE87

				2BB [REDACTED]
DCML Limited	[REDACTED]	DCML	Barclays Bank PLC	Manchester City Office, Leicestershire, LE87 2BB [REDACTED]
AX Finance Limited	[REDACTED]	Current	Barclays Bank PLC	Colmore Row, Birmingham [REDACTED]

SCHEDULE 10
DETAILS OF INSURANCES

Chargor	Class	Insurer	Policy number
Each Chargor	Combined Property Business Interruption, Terrorism Employers Liability and Public Liability	Aviva Insurance Limited	
Each Chargor	Computer Sudden and unforeseen damage and breakdown	Aviva Insurance Limited	
Each Chargor	Motor Fleet comprehensive – Credit Hire	Aviva Insurance Limited	
DCML Limited	Professional Indemnity	Dual Corporate Risks Limited	
Accident Exchange Limited, APU Limited, AX Finance Limited	Professional Indemnity	Dual Corporate Risks Ltd	

EXECUTION PAGE

THE CHARGORS

Executed as a deed by

ACCIDENT EXCHANGE LIMITED

)

.....

)

in the presence of:

)

Director

Name of witness:

IRFAN SADIQ

Signature:

Address:

Occupation:

SOLICITOR

Executed as a deed by

OOPS! (RRI) LIMITED

)

.....

)

in the presence of:

)

Director

Name of witness:

IRFAN SADIQ

Signature:

Address:

Occupation:

SOLICITOR

Executed as a deed by

DCML LIMITED

)

.....

)

in the presence of:

)

Director

Name of witness:

IRFAN SADIQ

Signature:

Address:

Occupation:

SOLICITOR

Executed as a deed by

APU LIMITED

.....
in the presence of:

)
)
)


Director


Name of witness:

IRFAN SADIQ

Signature:

Address:

Occupation:


SOLICITOR
.....

Executed as a deed by

IN-CAR CLEVERNESS LIMITED

.....
in the presence of:

)
)
)


Director


Name of witness:

IRFAN SADIQ

Signature:

Address:

Occupation:


SOLICITOR
.....

Executed as a deed by

AXI LIMITED

.....
in the presence of:

)
)
)


Director

Name of witness:

IRFAN SADIQ

Signature:

Address:

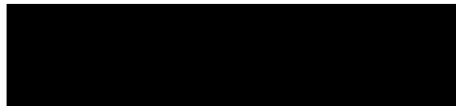
Occupation:


SOLICITOR
.....

Executed as a deed by
AX FINANCE LIMITED

.....
in the presence of:

)
)
)



Director

Name of witness:

..... IRFAN SADIQ

Signature:

.....



Address:

.....

Occupation:

..... SOLICITOR

THE LENDER

EIGHT BAR FINANCIAL INTERNATIONAL S.À R.L.

By:



Charles Meyer

