



Registration of a Charge

Company Name: **CHAPEL DOWN GROUP PLC**

Company Number: **04362181**



Received for filing in Electronic Format on the: **15/06/2021**

XA6OU3JN

Details of Charge

Date of creation: **08/06/2021**

Charge code: **0436 2181 0020**

Persons entitled: **PNC BUSINESS CREDIT A TRADING STYLE OF PNC FINANCIAL SERVICES UK LTD**

Brief description: **VARIOUS FREEHOLD AND LEASEHOLD PROPERTIES INCLUDING CHAPEL DOWN VINEYARD, SMALL HYTHE ROAD, TENTERDEN, KENT, TN30 7NG, WITHIN ADMINISTRATIVE AREA OF KENT: ASHFORD, AND TITLE NUMBER: K452071. FURTHER FREEHOLD AND LEASEHOLD PROPERTIES ARE PARTICULARISED IN SCHEDULE 2, PART 1. VARIOUS INTELLECTUAL PROPERTY, INCLUDING A REGISTERED TRADE MARK WITH BWT CASE REFERENCE OF T103343GB00, OFFICIAL NUMBER OF 2499858, COUNTRY OF UNITED KINGDOM, CASE CATEGORY: NORMAL, TITLE/MARK AS CHAPEL AND DEVICE (SERIES OF 2), CLASSES (LOCAL) AS 33, FILING DATE AS 10/10/2008, REGISTRATION DATE OF 30/01/2009 AND A NEXT RENEWAL DATE OF 10/10/2028. FURTHER INTELLECTUAL PROPERTY IS PARTICULARISED IN SCHEDULE 2, PART 4A TO PART 4D.**

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: **SQUIRE PATTON BOGGS UK LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4362181

Charge code: 0436 2181 0020

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th June 2021 and created by CHAPEL DOWN GROUP PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th June 2021 .

Given at Companies House, Cardiff on 16th June 2021

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



Companies House



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

DATED 8 June 2021

THE CHARGORS (AS DEFINED IN THIS DEED) (1)

and

PNC BUSINESS CREDIT
a trading style of PNC Financial Services UK Ltd (2)

COMPOSITE GUARANTEE AND DEBENTURE

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THIS COMPOSITE GUARANTEE AND DEBENTURE is 8 June
made on

2021

BETWEEN

- (1) **THE COMPANIES NAMED IN SCHEDULE 1 TO THIS DEED** (the "**Original Chargors**" and each an "**Original Chargor**"); and
- (2) **PNC BUSINESS CREDIT** a trading style of **PNC FINANCIAL SERVICES UK LTD**, a company registered in England and Wales with number 07341483, whose registered office is at PNC House, 34/36 Perrymount Road, Haywards Heath, West Sussex, RH16 3DN ("**PNC**").

IT IS AGREED THAT:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

- (a) terms defined in, or construed for the purposes of, the Master Facilities Agreement (as defined below) have the same meanings when used in this Deed (unless otherwise defined in this Deed); and

- (b) at all times the following terms have the following meanings:

"Accession Deed" means an accession deed substantially in the form set out in Schedule 7 (*Form of Accession Deed*).

"Account Bank" means such bank approved by PNC and with which any Charged Account is maintained from time to time.

"Act" means the Law of Property Act 1925.

"Assigned Assets" means the Security Assets expressed to be assigned by way of security pursuant to clause 5.2 (*Security assignments*).

"Charged Accounts" means each:

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

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

"Charged Securities" means:

- (a) the securities specified in Part 2 of Schedule 2 (*Details of Security Assets*); and

- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Deed) now or in future owned (legally or beneficially) by a Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which a Chargor has an interest at any time.

"Chargor" means any one or more of:

- (a) the Original Chargors; and
- (b) any other company which accedes to this Deed pursuant to an Accession Deed.

"Chargor Account" has the meaning given to that term in clause 12.9 (*Dealings with Receivables and Related Rights*) and/or as more specifically set out in Part 4 of Schedule 2 (*Details of Security Assets*).

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

"Deed of Priority and Subordination" means the deed of priority and subordination dated on or about the date of this Deed between, amongst others, the Original Chargors and PNC.

"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by PNC or by a Receiver.

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Chargor, or in which such Chargor from time to time has an interest including, without limitation, a policies of insurance (if any) specified in Part 6 of Schedule 2 (*Details of Security Assets*) but excluding such policies of insurance to the extent that they relate to third party liabilities.

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

- (a) any patents, trade-marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist) in any part of the world, whether registered or unregistered;
- (b) the benefit of all applications for registration of and rights to use such assets of a Chargor (which may now or in the future subsist) in any part of the world; and
- (c) the goodwill attaching to or generated by the use of such assets now or in the future

(including, without limitation, the intellectual property rights (if any) specified in Part 4 of Schedule 2 (*Details of Security Assets*)).

"Lease" includes any underlease, tenancy, letting, licence, any document supplemental or collateral to any of them and any agreement to enter into any of them and the expression tenant will be construed accordingly.

"Master Facilities Agreement" means the master facilities agreement relating to asset-based lending facilities dated on or around the date of this Deed and made between (1) the Original Chargors and (2) PNC.

"Non-Vesting A/R" means Non-Vesting Permitted Territory A/R and Non-Vesting Unapproved Territory A/R.

"Non-Vesting Permitted Territory A/R" has the meaning given to that term in clause 5.1(g) (*Fixed Charges*).

"Non-Vesting Permitted Territory Related Rights" has the meaning given to that term in clause 5.1(g) (*Fixed Charges*).

"Non-Vesting Unapproved Territory A/R" has the meaning given to that term in clause 5.1(g) (*Fixed Charges*).

"Non-Vesting Unapproved Territory Related Rights" has the meaning given to that term in clause 5.1(g) (*Fixed Charges*).

"P&M" means all plant, machinery and equipment of a Chargor.

"Party" means a party to this Deed.

"Permitted Security" has the meaning given to that term in the Master Facilities Agreement.

"Permitted Territory A/R" means any A/R evidenced by an invoice addressed to a Debtor located, registered or whose principal place of business is in a Permitted Territory.

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

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

- (a) all buildings and fixtures (including trade fixtures) and P&M at any time thereon;
- (b) all easements, rights and agreements in respect thereof; and

- (c) the benefit of all covenants given in respect thereof.

"Receivables" means all present and future A/R and other book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, a Chargor, whether actual or contingent and whether arising under contract or in any other manner whatsoever (but excluding Non-Vesting A/R and Related Rights thereto), together with:

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

"Receiver" means a receiver, receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by PNC under this Deed.

"Relevant Contract" means each agreement specified in Part 5 of Schedule 2 (*Details of Security Assets*) or specified in any Accession Deed as a **"Relevant Contract"**, together with each other agreement supplementing or amending or novating or replacing the same.

"Rental Income" means all rent and other income, payments or sums payable to a Chargor in respect of any Real Property or any part thereof by any lessee, tenant, licensee or other occupier of all or any part of such Real Property pursuant to a Lease (including any surety for the same).

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to PNC under each Finance Document.

"Securities Rights" means, in relation to any Charged Securities:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Securities or on any asset referred to in paragraph (b) of this definition; and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

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

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

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and

- (b) PNC does not have any further commitment, obligation or liability under or pursuant to the Finance Documents.

"Unapproved Territory" means a jurisdiction which is not a Permitted Territory.

"Unapproved Territory A/R" means any A/R evidenced by an invoice addressed to a Debtor located, registered or whose principal place of business is in an Unapproved Territory.

1.2 Interpretation

- (a) Unless a contrary indication appears, in this Deed the provisions of paragraph 2(b)(*Interpretation*) of Schedule 1 (*Common Terms*) the Master Facilities Agreement apply to this Deed as though they were set out in full in this Deed, except that references to "this Deed" in that paragraph will be construed as references to this Deed.
- (b) Unless a contrary indication appears, any reference in this Deed to:
 - (i) a **"Chargors"**, **"PNC"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (ii) **"this Deed"**, the **"Master Facilities Agreement"**, any other **"Finance Document"** or any other agreement or instrument is a reference to this Deed, the Master Facilities Agreement, that other Finance Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any member of the Group or provides for further advances); and
 - (iii) a provision of law is a reference to that provision as amended or re-enacted.
- (c) Each undertaking of a Chargor (other than a payment obligation) contained in this Deed:
 - (i) must be complied with at all times during the Security Period; and
 - (ii) is given by that Chargor for the benefit of PNC.
- (d) The terms of the other Finance Documents, and of any side letters between any of the parties to them in relation to any Finance Document, are incorporated in this Deed to the extent required to ensure that any disposition of the Real Property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (e) If PNC reasonably considers that an amount paid by any member of the Group to PNC under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of such member of the

Group, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

- (f) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

1.3 Joint and several

The liabilities and obligations of each Chargor under this Deed are joint and several. 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.

1.4 Third party rights

Save as expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

2 GUARANTEE AND INDEMNITY

2.1 Guarantee and indemnity

Each Chargor irrevocably and unconditionally:

- (a) guarantees in favour of PNC punctual performance by each Obligor of all of their obligations under the Finance Documents;
- (b) undertakes in favour of PNC that whenever an Obligor does not pay any amount when due under, or in connection with, any Finance Document, the Chargor shall immediately on demand pay that amount as if it were the principal obligor; and
- (c) indemnifies PNC immediately on demand against any cost, loss or liability suffered by PNC if and in the event that any obligation guaranteed by a Chargor is or becomes unenforceable, invalid or illegal. The amount of the costs, loss or liability for this purpose shall not exceed the amount the Chargor would have had to pay under this clause 2.1 if the amount claimed had been recoverable on the basis of a guarantee.

2.2 Provisions applicable to the guarantee

The guarantee set out in this clause 2 is given subject to and with the benefit of the provisions set out in Schedule 3 (*Guarantee provisions*).

3 COVENANT TO PAY

3.1 Covenant to pay

- (a) Each Chargor, as principal obligor and not merely as surety, covenants in favour of PNC that it will pay and discharge the Secured Obligations from time to time when they fall due.

- (b) Every payment by a Chargor of a Secured Obligation which is made to or for the benefit of PNC to which that Secured Obligation is due and payable in accordance with the Finance Document under which such sum is payable to PNC, shall operate in satisfaction to the same extent of the covenant contained in clause 3.1(a).

3.2 Default interest

Any amount which is not paid under this Deed when due shall bear default interest (both before and after judgment and payable on demand) at the Default Rate from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full.

4 GRANT OF SECURITY

4.1 Nature of security

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

- (a) in favour of PNC;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of the Secured Obligations.

4.2 Qualifying floating charge

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

5 FIXED SECURITY

5.1 Fixed charges

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

- (a) by way of first fixed charge:
 - (i) all Real Property and all interests in Real Property;
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land;
 - (iii) all rights under any present or future contract for the purchase of any Real Property and any damages in respect of any such contract; and
 - (iv) the proceeds of sale of all Real Property;

- (b) by way of first fixed charge:
 - (i) each of the items of P&M (if any) specified in Part 7 of Schedule 2 (*Details of Security Assets*) (and so that if such charge fails to be fixed in respect of any item of equipment comprised in the P&M, this shall not prejudice the nature of the charge in respect of any other P&M);
 - (ii) all other P&M which it owns as at the date of this Deed; and
 - (iii) the benefit of all contracts, licences and warranties relating to P&M;
- (c) by way of first fixed charge:
 - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 5.1(b)); and
 - (ii) the benefit of all contracts, licences and warranties relating to the same,

(other than any such items which are for the time being part of a Chargor's Inventory or work-in-progress);
- (d) by way of first fixed charge:
 - (i) the Charged Securities referred to in Part 2 of Schedule 2 (*Details of Security Assets*); and
 - (ii) all other Charged Securities (not charged by clause 5.1(d)(i)),

in each case, together with (a) all Securities Rights from time to time accruing to those Charged Securities and (b) all rights which such Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;
- (e) by way of first fixed charge all accounts of a Chargors with any bank, financial institution or other person at any time (including but not limited to, in the case of each Client, its Chargor Accounts) and all monies at any time standing to the credit of such accounts in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;
- (f) by way of first fixed charge:
 - (i) the Intellectual Property (if any) specified in Part 4 of Schedule 2 (*Details of Security Assets*); and
 - (ii) all other Intellectual Property (if any) (not charged by clause 5.1(f)(i));
- (g) in the case of a Chargor that is also a Client:
 - (i) to the extent that any Permitted Territory A/R and/or its proceeds are not effectively assigned under clause 5.2 (*Security assignments*) ("**Non-Vesting Permitted Territory A/R**") by way of first fixed charge

each Non-Vesting Permitted Territory A/R such that there is a separate fixed charge of each Non-Vesting Permitted Territory A/R referable to each Non-Vesting Permitted Territory A/R created;

- (ii) to the extent that any Related Rights relating to any Permitted Territory A/R are not effectively assigned under clause 5.2 (*Security assignments*) ("**Non-Vesting Permitted Territory Related Rights**") by way of first fixed charge such Non-Vesting Permitted Territory Related Rights, such that there is a separate fixed charge of Non-Vesting Permitted Territory Related Rights referable to each Non-Vesting Permitted Territory A/R created;
- (iii) to the extent that any Unapproved Territory A/R and/or its proceeds are not effectively assigned under clause 5.2 (*Security assignments*) ("**Non-Vesting Unapproved Territory A/R**") by way of first fixed charge each Non-Vesting Unapproved Territory A/R such that there is a separate fixed charge of each Non-Vesting Unapproved Territory A/R referable to each Non-Vesting Unapproved Territory A/R created;
- (iv) to the extent that any Related Rights relating to any Unapproved Territory A/R are not effectively assigned under clause 5.2 (*Security assignments*) ("**Non-Vesting Unapproved Territory Related Rights**") by way of first fixed charge such Non-Vesting Unapproved Territory Related Rights, such that there is a separate fixed charge of Non-Vesting Unapproved Territory Related Rights referable to each Non-Vesting Unapproved Territory created;
- (h) to the extent that any Assigned Asset is not effectively assigned under clause 5.2 (*Security assignments*), by way of first fixed charge such Assigned Asset;
- (i) by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed):
 - (i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Chargors or the use of any of its assets;
 - (ii) all building contracts, appointments of professionals, collateral warranties and all rights in respect of any of them; and
 - (iii) any letter of credit issued in favour of the Chargors and all bills of exchange and other negotiable instruments held by it; and
- (j) by way of first fixed charge all of the goodwill and uncalled capital of the Chargors.

5.2 Security assignments

Each Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:

- (a) in the case of a Chargor which is also a Client:

- (i) all Permitted Territory A/R and their proceeds now or in the future owing to the Client, such that there is a separate security assignment of each Permitted Territory A/R;
 - (ii) all Related Rights relating to any Permitted Territory A/R payable by Debtors, such that there is a separate security assignment of Related Rights referable to each Permitted Territory A/R;
 - (iii) all Unapproved Territory A/R and their proceeds now or in the future owing to the Client, such that there is a separate security assignment of each Unapproved Territory A/R; and
 - (iv) all Related Rights relating to any Unapproved Territory A/R payable by Debtors, such that there is a separate security assignment of Related Rights referable to each Unapproved Territory A/R; and
- (b) in the case of each Chargor:
 - (i) all Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them and any guarantee or Security Interests for the performance of any such agreements;
 - (ii) each of the following (such that each is subject to a separate assignment):
 - (A) all Insurances specified in Part 6 of Schedule 2 (*Details of Security Assets*); and
 - (B) all other Insurances (not assigned by clause 5.2(b)(ii)(A)); and
 - (C) all claims under the Insurances and all proceeds of the Insurances;
 - (iii) all Rental Income; and
 - (iv) all other Receivables not assigned under clause 5.2(a) or the preceding provisions of this clause 5.2(b).
- (c) If and to the extent that any Assigned Asset purportedly assigned under clause 5.2(b)(ii) is:
 - (i) not capable of assignment; or
 - (ii) subject to the terms and conditions (which must be valid, binding and enforceable under applicable laws) that either preclude absolutely, or require consent of a third party to such assignment,
 - (iii) then and in each such case, to the maximum extent permitted by law:
 - (A) the security assignment which clause 5.2(a) purports to effect shall operate instead as an assignment of all present and

future rights and claims of a Chargor to any proceeds of that Assigned Assets; and

- (B) the relevant Assigned Asset shall be charge by way of first fixed charge under clause 5.1(h) (*Fixed charges*).

5.3 Excluded security assets

Notwithstanding any other term of this Deed, there shall be excluded from the security created or purported to be created by this Deed any account subject of the deed of security over cash deposits specified in limb (i) of the definition of Permitted Security.

5.4 Notice of assignment and/or charge – immediate notice

Immediately upon execution of this Deed or an Accession Deed (as applicable) (and immediately upon the obtaining of any Insurance or the opening of any Charged Account after the date of this Deed) each Chargor shall:

- (a) in respect of its Charged Accounts deliver a duly completed notice to the Account Bank and procure that the Account Bank executes and delivers to PNC an acknowledgement, in each case in the respective forms set out in Schedule 4 (*Form of notice to and acknowledgement from Account Bank*) or (other than in connection with any Chargor Account) such other forms as agreed with PNC;
- (b) in respect of each of its Relevant Contracts, deliver a duly completed notice to the relevant counterparties to each Relevant Contract and shall use reasonable endeavours to procure that such counterparties executed and delivered to the Security Agent an acknowledgement, in each case in the respective forms set out in Schedule 5 (*Form of notice to and acknowledgement by a party to a Relevant Contract*); and
- (c) in respect of each of its Insurances, deliver a duly completed notice of assignment to the provider of each such Insurance, and shall use its reasonable endeavours to procure that each such person executes and delivers to PNC an acknowledgement, in each case in the respective forms set out in Schedule 6 (*Form of notice to and acknowledgement by Insurer*).

5.5 Assigned Assets

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

6 FLOATING CHARGE

Each Chargor charges and agrees to charge by way of first floating charge all of its present and future assets and undertaking (including, for the avoidance of doubt, Inventory) (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to Clause 5.1 (*Fixed charges*), Clause 5.2 (*Security assignments*) or any other provision of this Deed.

7 CONVERSION OF FLOATING CHARGE

7.1 Conversion by notice

PNC may, by written notice to a Chargor, convert the floating charge created under this Deed into a fixed charge as regards all or any of the assets of that Chargor specified in the notice if:

- (a) an Event of Default has occurred and is continuing; or
- (b) PNC considers any Security Asset to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

7.2 Small companies

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

7.3 Automatic conversion

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

- (a) in relation to any Security Asset which is subject to a floating charge if:
 - (i) a Chargor creates (or attempts or purports to create) any Security Interest on or over the relevant Security Asset without the prior written consent of PNC; or
 - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and
- (b) over all Security Assets of a Chargor which are subject to a floating charge if an administrator is appointed in respect of that Chargor or PNC receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

7.4 Partial conversion

The giving of a notice by PNC pursuant to clause 7.1 (*Conversion by notice*) in relation to any asset or class of assets of a Chargor shall not be construed as a waiver or abandonment of the rights of PNC to serve similar notices in respect of any other asset or class of assets or of any other right of PNC.

8 CONTINUING SECURITY

8.1 Continuing security

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

8.2 Additional and separate security

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

8.3 Right to enforce

This Deed may be enforced against each or any Chargor without PNC first having recourse to any other right, remedy, guarantee or Security Interest held by or available to it or any of them.

9 LIABILITY OF THE CHARGORS RELATING TO SECURITY ASSETS

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

10 ACCOUNTS

No monies at any time standing to the credit of any account (of any type and however designated) of any Chargor with PNC or in which any Chargor has an interest (and no rights and benefits relating thereto) shall be capable of being assigned to any person other than PNC.

11 REPRESENTATIONS

11.1 General

Each Original Chargor makes the representations and warranties set out in this clause 11 to PNC.

11.2 Ownership of Security Assets

Each Original Chargor is the sole legal and beneficial owner of all of the Security Assets identified against its name in Schedule 2 (*Details of Security Assets*).

11.3 Charged Securities

The Charged Securities listed in Part 2 of Schedule 2 (*Details of Security Assets*) are fully paid and constitute the entire share capital owned by each Original Chargor in the relevant company and constitute the entire share capital of each such company.

11.4 Real Property

Part 1 of Schedule 2 (*Details of Security Assets*) identifies all freehold and leasehold Real Property which is beneficially owned by each Original Chargor at the date of this Deed.

11.5 Time when representations made

- (a) All the representations and warranties in this clause 11 are made by each Original Chargor on the date of this Deed and (except for those in clause 11.3 (*Charged Securities*) and clause 11.4 (*Real Property*)) are also deemed to be made:
 - (i) on the date of each Advance and each Drawdown Date;
 - (ii) on a daily basis; and
 - (iii) (in the case of a company that accedes to the terms of this Deed as a Chargor pursuant to an Accession Deed) on the day on which it becomes a Chargor and on a daily basis thereafter.
- (b) Each representation or warranty deemed to be made after the date of this Deed shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

12 UNDERTAKINGS BY THE CHARGORS

12.1 Negative pledge and Disposals

Except as otherwise expressly permitted in accordance with the Master Facilities Agreement or the Deed of Priority and Subordination, no Chargor shall do or agree to do any of the following without the prior written consent of PNC:

- (a) create or permit to subsist any Security Interest or Quasi-Security on any Security Asset other than as created by this Deed or the Permitted Security; or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset.

12.2 Security Assets generally

Each Chargor shall:

- (a) notify PNC within 14 days of receipt of every material notice, order, application, requirement or proposal given or made in relation to the Security Assets by any competent authority, and (if reasonably required by PNC):
 - (i) promptly provide it with a copy of the same; and

- (ii) either (A) comply with such notice, order, application, requirement or proposal or (B) make such objections to the same as PNC may reasonably require or approve;
- (b) pay all rates, rents and other outgoings owed by it in respect of the Security Assets;
- (c) comply with:
 - (i) all obligations in relation to the Security Assets under any present or future regulation or requirement of any competent authority or any Authorisation; and
 - (ii) all covenants and obligations affecting any Security Asset (or its manner of use),where failure to do so has or is reasonably likely to have a Material Adverse Effect;
- (d) not, except with the prior written consent of PNC, enter into any onerous or restrictive obligation affecting any Security Assets (except as expressly permitted by the Master Facilities Agreement);
- (e) provide PNC with all information which it may reasonably request in relation to the Security Assets;
- (f) ensure (including by providing all necessary passwords and codes) that PNC, any person authorised by PNC and any Receiver appointed by it or pursuant to its application and any person authorised by such Receiver:
 - (i) may at any time after the Debenture Security has become enforceable pursuant to clause 14.1 (*When enforceable*), inspect and take copies of and take possession of the relevant Chargor's ledgers, accounts, computer equipment and data and other records and documents on or by which any of the Security Assets is recorded or evidenced; and
 - (ii) shall have the right (in addition to and without prejudice to all its or his other powers or rights) on reasonable notice (or at any time after the Debenture Security has become enforceable pursuant to clause 14.1 (*When enforceable*), at any time) to enter upon any premises at which the relevant Chargor carries on business and upon any other premises in which any part or all of such ledgers, accounts, computer equipment and data and other records and documents relating to any of the Security Assets are for the time being kept or stored, for the purpose of such inspection, copying or taking possession; and
- (g) not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect).

12.3 Deposit of documents and notices

Each Chargor shall, if requested by PNC in writing, deposit with PNC:

- (a) all deeds and documents of title relating to the Security Assets; and
- (b) all local land charges, land charges and HM Land Registry search certificates and similar documents received by or on behalf of the relevant Chargor,

which PNC may hold throughout the Security Period.

12.4 Real Property undertakings – acquisitions

Each Chargor shall notify PNC promptly prior to the acquisition of any estate or interest in any freehold or leasehold property.

12.5 Real Property undertakings – maintenance

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

12.6 Intellectual Property

Each Chargor shall:

- (a) ensure that all renewal and maintenance fees relating to any registration or application for registration of any of the Intellectual Property which may now

or in future exist will be paid promptly when falling due (including, without limitation, the intellectual property rights specified in Part 4 of Schedule 2 (*Details of Security Assets*)); and

- (b) not do or permit to be done any act which would or might jeopardise or invalidate any registration or application for registration of any of the Intellectual Property which may now or in future exist (including, without limitation, the intellectual property rights specified in Part 4 of Schedule 2 (*Details of Security Assets*)) nor to do any act which might assist or give rise to an application to oppose, remove, revoke or invalidate any such registration or application for registration.

12.7 P&M

Each Chargor shall:

- (a) keep the P&M charged by this Deed in a good state of repair; and
- (b) not sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether voluntarily or involuntarily) the whole or any part of its interest in any P&M charged by this Deed except as permitted under the Master Facilities Agreement.

12.8 Insurance

- (a) Each Chargor that is also a Client shall at all times comply with its obligations as to insurance and the proceeds of insurance contained in the Master Facilities Agreement (and in particular, paragraph 7(x) (*Insurance*) of Schedule 3 (*Common Terms*) (of the Master Facilities Agreement).
- (b) If at any time a Chargor defaults in:
 - (i) effecting or keeping up the insurances required under the Master Facilities Agreement; or
 - (ii) producing any insurance policy or receipt in respect of the insurances referred to in clause 12.8(b)(i) to PNC on demand,

PNC may (without prejudice to its rights under clause 13 (*Power to remedy*)) take out or renew such policies of insurance in any sum which PNC may reasonably think expedient. All monies which are reasonably expended by PNC in doing so shall be deemed to be properly paid by PNC and shall be reimbursed by the relevant Chargor on demand.

- (c) The relevant Chargor shall notify PNC if any claim arises or may be made under the Insurances.
- (d) The relevant Chargor shall, subject to the rights of PNC under clause 12.8(e), diligently pursue its rights under the Insurances.
- (e) In relation to the proceeds of Insurances, all claims and monies received or receivable under any Insurances shall (unless otherwise provided in the

Master Facilities Agreement and subject always to the rights or claims of any lessor or landlord of any part of the Security Assets) be applied:

- (i) in repairing, replacing, restoring or rebuilding the property damaged or destroyed; or
- (ii) at the option of PNC, at any time after the occurrence of an Event of Default which is continuing, in permanent reduction of the Secured Obligations.

12.9 Dealings with Receivables and Related Rights

- (a) Each Chargor shall:
 - (i) without prejudice to clause 12.1 (*Negative pledge and Disposals*) (but in addition to the restrictions in that clause), not, without the prior written consent of PNC, sell, assign, charge, factor or discount or in any other manner deal with:
 - (A) any A/R, including Non-Vesting A/R;
 - (B) any Related Rights;
 - (C) any Rental Income; or
 - (D) any other Receivable,

save to the extent permitted by the Master Facilities Agreement;
 - (ii) collect and realise all its Receivables promptly in the ordinary course of trading:
 - (A) if the Chargor is also a Client, as collection agent upon and subject to the terms and conditions contained in paragraph 12 (*Collection*) of Schedule 2 (*A/R Facility Terms and Conditions*) of the Master Facilities Agreement; or
 - (B) in any other case, as agent for PNC;
 - (iii) if the Chargor is also a Client, deal with all Remittances in accordance with the requirements of paragraph 13 (*Trust*) of Schedule 2 (*A/R Facility Terms and Conditions*) of the Master Facilities Agreement.
- (b) Each Chargor shall deal with Receivables and Non-Vesting A/R (both collected and uncollected) and the Chargors Accounts in accordance with any directions given in writing from time to time by PNC and, in default of and subject to such directions, in accordance with:
 - (i) in the case of a Chargors which is also a Client and in respect of its A/R, the Master Facilities Agreement; and
 - (ii) in any other case, this Deed.

- (c) Each Chargor shall deliver to PNC such information as to the amount and nature of its Receivables and Non-Vesting A/R as PNC may from time to time reasonably require (taking into account the requirements of the Finance Documents).

12.10 Operation of Chargors Accounts

- (a) Except as otherwise permitted in accordance with the Master Facilities Agreement or this Deed, no Chargor shall withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in the Chargors Account without the prior written consent of PNC and PNC shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer.
- (b) If any right of a Chargor to withdraw the proceeds of any Receivables standing to the credit of a Chargor Account results in the charge over that Chargor Account being characterised as a floating charge, that will not affect the nature of any other fixed security created by that or any other Chargor under this Deed on any other outstanding Receivables.

12.11 Change of Account Bank

- (a) The Account Bank may only be changed to another bank or financial institution with the consent of PNC (not to be unreasonably withheld or delayed).
- (b) A change of Account Bank only becomes effective when the proposed new Account Bank agrees with PNC and each relevant Chargors (in a manner satisfactory to PNC) to fulfil the role of the Account Bank under this Deed.
- (c) If there is a change of Account Bank, the net amount (if any) standing to the credit of the relevant Chargor Accounts maintained with the old Account Bank will be transferred to the corresponding Chargor Accounts maintained with the new Account Bank immediately upon the appointment taking effect. By this Deed each Chargor irrevocably gives all authorisations and instructions necessary for any such transfer to be made.
- (d) In connection with Chargor Accounts only, each Chargor shall take any action which PNC requires to facilitate a change of Account Bank and any transfer of credit balances (including the execution of bank mandate forms) and irrevocably appoints PNC as its attorney to take any such action if that Chargors should fail to do so.

12.12 Charged Investments – protection of security

- (a) Each Chargor shall, immediately upon execution of this Deed or an Accession Deed (as applicable) or (if later) as soon as is practicable after its acquisition of any Charged Securities, by way of security for the Secured Obligations:
 - (i) deposit with PNC (or as PNC may direct) all certificates and other documents of title or evidence of ownership to the Charged Securities and their Securities Rights; and

- (ii) execute and deliver to PNC:
 - (A) instruments of transfer in respect of the Charged Securities (executed in blank and left undated); and/or
 - (B) such other documents as PNC shall require to enable it (or its nominees) to be registered as the owner of or otherwise to acquire a legal title to the Charged Securities and their Securities Rights (or to pass legal title to any purchaser).
- (b) In respect of any Charged Investment held by or on behalf of any nominee of any clearance or settlement system, each Chargor shall immediately upon execution of this Deed or an Accession Deed or (if later) immediately upon acquisition of an interest in such Charged Investment deliver to PNC duly executed stock notes or other document in the name of PNC (or as it may direct) issued by such nominee and representing or evidencing any benefit or entitlement to such Charged Investment.
- (c) Each Chargor shall:
 - (i) promptly give notice to any custodian of any agreement with the relevant Chargor in respect of any Charged Investment in the form required by PNC; and
 - (ii) use its reasonable endeavours to ensure that the custodian acknowledges that notice in the form required by PNC.
- (d) Each Chargor shall:
 - (i) instruct any clearance system to transfer any Charged Investment held by it for the relevant Chargor or its nominee to an account of PNC or its nominee with such clearance system; and
 - (ii) take whatever action PNC may request for the dematerialisation or rematerialisation of any Charged Investment held in a clearance system.

Without prejudice to the rest of this clause 12.12, PNC may, at the expense of the relevant Chargor, take whatever action is required for the dematerialisation or rematerialisation of the Charged Investments.
- (e) Each Chargor shall promptly pay all calls or other payments which may become due in respect of its Charged Investments.
- (f) No Chargor shall nominate another person to enjoy or exercise all or any specified rights of relevant Chargor in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise.
- (g) Without limiting its obligations under clause 12.2(e), the each Chargor shall comply with all requests for information within its knowledge relating to the Charged Investments which are made under section 793 of the Companies Act 2006 or which could be made under section 793 if the relevant company were a public limited company or under any similar provision contained in the

articles of association or other constitutional documents of the relevant company or otherwise relating to the Charged Investments and, if it fails to do so, PNC may provide such information as it may have on behalf of the relevant Chargor.

12.13 Rights of the Parties in respect of Charged Investments

- (a) Unless an Event of Default is continuing and subject to the terms of the Master Facilities Agreement, each Chargor shall be entitled to:
 - (i) receive and retain all dividends, distributions and other monies paid on or derived from its Charged Securities; and
 - (ii) exercise all voting and other rights and powers attaching to its Charged Securities.
- (b) At any time following the occurrence of an Event of Default which is continuing, PNC may complete the instrument(s) of transfer for all or any Charged Securities on behalf of each Chargor in favour of itself or such other person as it may select.
- (c) At any time when any Charged Securities are registered in the name of PNC or its nominee, PNC shall be under no duty to:
 - (i) ensure that any dividends, distributions or other monies payable in respect of such Charged Securities are duly and promptly paid or received by it or its nominee;
 - (ii) verify that the correct amounts are paid or received; or
 - (iii) take any action in connection with the taking up of any (or any offer of any) Securities Rights in respect of or in substitution for, any such Charged Securities.

13 POWER TO REMEDY

13.1 Power to remedy

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

13.2 Mortgagee in possession

The exercise of the powers of PNC under this clause 13 shall not render it liable as a mortgagee in possession.

13.3 Monies expended

The relevant Chargor shall promptly pay to PNC on demand any monies which are expended by PNC in exercising its powers under this clause 13, together with interest at the Default Rate from the date on which those monies were expended by PNC (both before and after judgment) and otherwise in accordance with clause 3.2 (*Default interest*).

14 WHEN SECURITY BECOMES ENFORCEABLE

14.1 When enforceable

This Debenture Security shall become immediately enforceable upon the occurrence of an Event of Default which is continuing and shall remain so for so long as such Event of Default is continuing.

14.2 Statutory powers

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Event of Default and for so long as such Event of Default is continuing.

14.3 Enforcement

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

15 ENFORCEMENT OF SECURITY

15.1 General

For the purposes of all rights and powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to the Debenture Security.

15.2 Powers of leasing

The statutory powers of leasing conferred on PNC are extended so as to authorise PNC to lease, make agreements for leases, accept surrenders of leases and grant options as PNC may think fit and without the need to comply with section 99 or 100 of the Act.

15.3 Powers of PNC

- (a) At any time after the Debenture Security becomes enforceable (or if so requested by the Chargors by written notice at any time), PNC may without further notice (unless required by law):
 - (i) appoint any person (or persons) to be Receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or
 - (ii) appoint or apply for the appointment of any person who is appropriately qualified as administrator of a Chargor; and/or

- (iii) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or
 - (iv) exercise (in the name of any Chargor and without any further consent or authority of that Chargor) any voting rights and any powers or rights which may be exercised by any person(s) in whose name any Charged Investment is registered or who is the holder of any of them.
- (b) PNC is not entitled to appoint a Receiver in respect of any Security Assets of any Chargor which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Chargors.

15.4 Redemption of prior mortgages

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

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

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

15.5 Privileges

- (a) Each Receiver and PNC is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.
- (b) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of the Chargors under this Deed constitutes a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No 3226)) each Receiver and PNC shall have the right after this Debenture Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- (c) For the purpose of clause 15.5(b), the value of the financial collateral appropriated shall be such amount as the Receiver or PNC reasonably determines having taken into account advice obtained by it from an

independent investment or accountancy firm of national standing selected by it.

15.6 No liability

- (a) Neither PNC nor any Receiver shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence, fraud or wilful misconduct).
- (b) Without prejudice to the generality of clause 15.6(a), neither PNC nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

15.7 Protection of third parties

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

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which PNC or the Receiver is purporting to exercise has become exercisable;
- (c) whether any money remains due under any Finance Document; or
- (d) how any money paid to PNC or to the Receiver is to be applied.

16 RECEIVER

16.1 Removal and replacement

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

16.2 Multiple Receivers

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

16.3 Remuneration

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

16.4 Payment by Receiver

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

16.5 Agent of the Chargors

Any Receiver shall be the agent of the Chargor in respect of which s/he is appointed. The Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his or her acts and defaults and for the payment of his or her remuneration. PNC shall not incur any liability (either to the Chargors or to any other person) by reason of the appointment of a Receiver or for any other reason.

17 POWERS OF RECEIVER**17.1 General powers**

Any Receiver shall have:

- (a) all the powers which are conferred on PNC by clause 15.3 (*Powers of PNC*);
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act;
- (c) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986; and
- (d) all powers which are conferred by any other relevant and applicable law conferring power on receivers.

17.2 Additional powers

In addition to the powers referred to in clause 17.1 (*General powers*), a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;
- (b) to manage the Security Assets and the business of any Chargor as s/he thinks fit;
- (c) to redeem any Security Interest and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his or her powers and/or defraying any costs or liabilities incurred by him or her in such exercise;
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which s/he was appointed without the need to observe the restrictions imposed by section 103 of the Act, and, without limitation;

- (i) fixtures may be severed and sold separately from the Real Property containing them, without the consent of any Chargor;
 - (ii) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party); and
 - (iii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;
- (e) to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which any Chargor was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land);
- (f) to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the relevant Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, such Chargor;
- (g) to take any such proceedings (in the name of any Chargor or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his or her appointment);
- (h) to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- (i) to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as PNC shall direct);
- (j) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his or her partners and firm);
- (k) to form one or more Subsidiaries of any Chargor and to transfer to any such Subsidiary all or any part of the Security Assets;
- (l) to operate any rent review clause in respect of any Real Property in respect of which he was appointed (or any part thereof) and to apply for any new or extended lease; and
- (m) to:
 - (i) give valid receipts for all monies and to do all such other things as may seem to him or her to be incidental or conducive to any other power vested in him or her or necessary or desirable for the realisation of any Security Asset;

- (ii) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets; and
- (iii) use the name of any Chargor for any of the above purposes.

18 APPLICATION OF PROCEEDS

18.1 Application

Subject to the terms of the Deed of Priority and Subordination, all monies received by PNC or any Receiver after the Debenture Security has become enforceable shall be applied in payment of amounts outstanding under the Master Facilities Agreement.

18.2 Contingencies

If the Debenture Security is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), PNC or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as PNC may determine).

18.3 Appropriation and suspense account

- (a) Subject to clause 18.1 (*Application*), PNC shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine.
- (b) Any such appropriation shall override any appropriation by any Chargor.
- (c) All monies received, recovered or realised by PNC under or in connection with this Deed may at the discretion of PNC be credited to a separate interest-bearing suspense account for so long as PNC determines (with interest accruing thereon at such rate (if any) as PNC may determine) without PNC having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations.

19 SET-OFF

19.1 Set-off rights

- (a) PNC may (but shall not be obliged to) set off any obligation which is due and payable by any Chargor and unpaid (whether under the Finance Documents or which has been assigned to PNC by any other Chargors) against any obligation (whether or not matured) owed by PNC to that Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (b) At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 19.1(a)), PNC may (but shall not be obliged to) set-off any contingent liability owed by a Chargor under any Finance Document against any obligation (whether or not matured) owed by PNC to that Chargor, regardless of the place of payment, booking branch or currency of either obligation.

- (c) If the obligations are in different currencies, PNC may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (d) If either obligation is unliquidated or unascertained, PNC may set off in an amount estimated by it in good faith to be the amount of that obligation.

19.2 Time deposits

Without prejudice to clause 19.1 (*Set-off*), if any time deposit matures on any account which the Chargors has with PNC at a time within the Security Period when:

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

such time deposit shall automatically be renewed for such further maturity as PNC in its absolute discretion considers appropriate unless PNC otherwise agrees in writing.

20 DELEGATION

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

21 FURTHER ASSURANCES

21.1 Further action

Each Chargor shall at its own expense, promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as PNC or a Receiver may reasonably specify (and in such form as PNC or a Receiver may reasonably require) in favour of PNC, a Receiver or its nominees in order to:

- (a) perfect the Debenture Security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies exercisable by PNC or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to this Deed or by law;
- (b) confer on PNC or any Receiver 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; and/or
- (c) facilitate the realisation of the assets which are, or are intended to be, the subject of the Debenture Security.

21.2 Finance Documents

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 Debenture Security conferred or intended to be conferred on PNC by or pursuant to this Deed.

21.3 Specific security

Without prejudice to the generality of clause 21.1 (*Further action*), each Chargor will immediately upon request by PNC execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under this Deed (including any fixed security arising or intended to arise pursuant to clause 7 (*Conversion of floating charge*)).

22 POWER OF ATTORNEY

Each Chargor, by way of security and after the occurrence of an Event of Default, irrevocably and severally appoints PNC, each Receiver and any Delegate to be its attorney to take any action which the Chargor is obliged to take under this Deed, including under Clause 21 (*Further assurances*). Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

23 CURRENCY CONVERSION

All monies received or held by PNC or any Receiver under this Deed may be converted from their existing currency into such other currency as PNC or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Spot Rate of Exchange for the purchase of the relevant currency in the London foreign exchange market on the relevant day. Each Chargor shall indemnify PNC against all costs, charges and expenses incurred in relation to such conversion. Neither PNC nor any Receiver shall have any liability to any Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

24 CHANGES TO THE PARTIES

24.1 Chargors

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

24.2 PNC

PNC may assign or transfer all or any part of its rights under this Deed in accordance with the Master Facilities Agreement. Each Chargor shall, immediately upon being requested to do so by PNC, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

24.3 Accession Deed

Each Chargor:

- (a) consents to other members of the Group from time to time becoming Chargors as contemplated by the Finance Documents; and

- (b) irrevocably authorises the Parent as Obligors' Agent to agree to and sign any duly executed Accession Deed as agent for that Chargor.

25 MISCELLANEOUS

25.1 New accounts

- (a) If PNC receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security Interest affecting any Security Asset and/or the proceeds of sale of any Security Asset or any guarantee under the Finance Documents ceases to continue in force, it may open a new account or accounts for any Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice.
- (b) As from that time all payments made to PNC will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

25.2 Tacking

- (a) PNC shall perform its obligations under the Master Facilities Agreement (including any obligation to make available further advances).
- (b) This Deed secures advances already made and further advances to be made.

25.3 Articles of Association

The Chargors certifies that the Debenture Security does not contravene any of the provisions of the articles of association of the Chargors.

25.4 Protective clauses

- (a) Each Chargor is deemed to be a principal debtor in relation to this Deed. The obligations of each Chargor under, and the security intended to be created by, this Deed shall not be impaired by any forbearance, neglect, indulgence, extension or time, release, surrender or loss of securities, dealing, amendment or arrangement by PNC which would otherwise have reduced, released or prejudiced this Debenture Security or any surety liability of a Chargor (whether or not known to it or to PNC).
- (b) Paragraph 10 (*Indemnity*) of Schedule 1 (*Common Terms*) of the Master Facilities Agreement applies in relation to this Deed as if references to the obligations referred to in such clause respectively were references to the obligations of each Chargor under this Deed.

26 NOTICES

26.1 Master Facilities Agreement

- (a) Paragraph 23 (*Notices*) of Schedule 1 (*Common Terms*) of the Master Facilities Agreement is incorporated into this Deed as if fully set out in this

Deed and as if reference to the "Parent" or an "Obligor" in such paragraph were references to each Chargor; and

- (b) the address and email addresses of each Party for all communications or documents given under or in connection with this Deed are those identified with its name in the execution pages to this Deed or subsequently notified from time to time by the relevant Party for the purposes of the Master Facilities Agreement or this Deed.

26.2 Notices through the Parent as Obligors' Agent

- (a) All communications and documents to or from the Chargors (or any of them) may be sent through the Parent as Obligors' Agent under the Master Facilities Agreement.
- (b) Any communication or document made or delivered to the Parent in accordance with this Clause 26 will be deemed to have been made or delivered to each of the Chargors.

27 CALCULATIONS AND CERTIFICATES

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

28 PARTIAL INVALIDITY

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

29 REMEDIES AND WAIVERS

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

30 AMENDMENTS AND WAIVERS

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

31 COUNTERPARTS

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

32 RELEASE

32.1 Release

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

32.2 Reinstatement

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

33 GOVERNING LAW

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

34 ENFORCEMENT

34.1 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This clause 34.1 is for the benefit of PNC only. As a result, PNC shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, PNC may take concurrent proceedings in any number of jurisdictions.

IN WITNESS of which this Deed has been duly executed by each Original Chargor as a deed and duly executed by PNC and has been delivered on the first date specified on page 1 of this Deed by each Original Chargor.

SCHEDULE 1**The Original Chargors**

Company name	Registered number	Registered office
Chapel Down Group plc	04362181	Chapel Down Winery, Smallhythe Road, Tenterden, Kent, TN30 7NG
English Wines plc	03978908	Chapel Down Winery, Smallhythe Road, Tenterden, Kent, TN30 7NG

SCHEDULE 2**Details of Security Assets****Part 1 – Real Property**

Freehold properties with registered title			
Chargor	Administrative Area	Address	Title number
Chapel Down Group plc	Kent: Ashford	Chapel Down Vineyard, Small Hythe Road, Tenterden, Kent, TN30 7NG	K452071
Chapel Down Group plc	Kent: Tonbridge and Malling	Kits Coty Vineyard, to the South of the Pilgrims Way, Aylesford, Kent	K138794, K745379 and K748892

Freehold properties with unregistered title

None as at the date of this Deed.

Leasehold properties with registered title			
Company	Administrative Area	Address	Title number
Chapel Down Group plc	Ashford	Unit 20 Leigh Green Industrial Estate, Appledore Road, Tenterden TN30 7NG	TT124779
Chapel Down Group plc	Ashford	Unit 21 Leigh Green Industrial Estate, Appledore Road, Tenterden TN30 7NG	TT124781
Chapel Down Group plc	Ashford	Unit 24 Leigh Green Industrial Estate, Appledore Road, Tenterden TN30 7NG	TT124787
Chapel Down Group plc	Ashford	Unit 26 Leigh Green Industrial Estate, Appledore Road, Tenterden TN30 7NE	TT67706
Chapel Down Group plc	Ashford	1 Victoria Road, Ashford TN23 7HH	TT44139

Chapel Down Group plc	Maidstone	Land and Building at Boarley Farm, Boarley Lane, Sandling, Maidstone ME14 3BS	TT33880
Chapel Down Group plc	Tunbridge Wells	Land at Little Bokes Farm, Horns Hill, Hawkhurst, Cranbrook TN18 4XG	TT55256
Chapel Down Group plc	Maidstone	Land lying to the north-east of Boarley Farm, Boarley Lane, Sandling, Maidstone	TT110740
Chapel Down Group plc	Tunbridge Wells	Land at Stone Pit Lane, Scurms Farm, Rye Road, Sandhurst, Cranbrook TN30 7NG	TT32106
English Wines plc	Swale	Champion Court Farm, Sharsted Hill, Newnham, Sittingbourne ME9 0JX	TT66226
Chapel Down Group plc	Maidstone	Street Farm Grain Store, Street Farm, The Street, Boxley, Maidstone ME14 3DR	TT88367
Chapel Down Group plc	Maidstone	Land on the west side of Boarley Farm, Boarley Lane, Sandling, Maidstone ME14 3BS	TT93835

Leasehold properties with unregistered title				
Company	Address	Document describing the Real Property		
		Date	Document	Parties
Chapel Down Group Plc	Suite 2, Level 2, Civic Centre, Tannery Lane, Ashford, Kent TN23 1PL	21 June 2019	Lease	(1) Ashford Borough Council and (2) Chapel Down Group plc

Licences

None as at the date of this Deed.

Lettings

None as at the date of this Deed.

Part 2 – Charged Securities

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Chapel Down Group plc	English Wines plc	Ordinary	5,000,000 shares of £0.01 each (being 100%)	£50,000

Part 3 – Charged Accounts**Chargor Accounts**

None as at the date of this Deed.

Other Charged Accounts				
Account Holder	Sort Code	Account Number	Account Type	Bank
English Wines plc			Current	HSBC Bank Plc
Chapel Down Group plc			Current	HSBC Bank Plc
English Wines plc			Current	Barclays Bank Plc
Chapel Down Group plc			Savings	HSBC Bank Plc
English Wines plc			Savings	HSBC Bank Plc
Chapel Down Group plc			Loan	HSBC Bank Plc

Part 4 – Intellectual Property

Part 4A – Trade marks									
BWT Case Ref	Official No.	Country	Status	Case Category	Title/Mark	Classes (Local)	Filing date	Registration Date (R)	Next Renewal Date
T103344AU00	1540435	Australia	Registered/Granted	Madrid Designation	CHAPEL DOWN	33	28/05/2020	16/07/2020	28/05/2030
T103344CA00	1540435	Canada	Application Filed	Madrid Designation	CHAPEL DOWN	33	28/05/2020	16/07/2020	N/A
T103344CN00	46239763	China	Examination in Progress	Normal	CHAPEL DOWN	33	12/05/2020		N/A
T103344EM00	001540435	European Union	Registered/Granted	Madrid Designation	CHAPEL DOWN	33	28/05/2020	16/07/2020	28/05/2030
T103344IS00	1540435	Iceland	Application Filed	Madrid Designation	CHAPEL DOWN	33	28/05/2020	16/07/2020	N/A
T103344MAP00	1540435	International (MAP)	Registered/Granted	Normal	CHAPEL DOWN	33	28/05/2020	16/07/2020	28/05/2030
T103344JP00	1540435	Japan	Application Filed	Madrid Designation	CHAPEL DOWN	33	28/05/2020	16/07/2020	N/A
T103344NZ00	1540435	New Zealand	Registered/Granted	Madrid Designation	CHAPEL DOWN	33	28/05/2020	16/07/2020	28/05/2030
T103344NO00	1540435	Norway	Application Accepted	Madrid Designation	CHAPEL DOWN	33	28/05/2020	16/07/2020	N/A

Execution Version

T103343GB00	2499858	United Kingdom	Registered/Granted	Normal	CHAPEL and device (series of 2)	33	10/10/2008	30/01/2009	10/10/2028
T103344GB00	2499848	United Kingdom	Registered/Granted	Normal	CHAPEL DOWN	33	10/10/2008	30/01/2009	10/10/2028
T103344GB01	3486722	United Kingdom	Registered/Granted	Normal	CHAPEL DOWN	33	04/05/2020	11/08/2020	04/05/2030
T103344GB02	UK0080154 0435	United Kingdom	Registered/Granted	Comparable Right (EU)	CHAPEL DOWN	33	28/05/2020	16/07/2020	28/05/2030
T103344US00	5758087	United States of America	Registered/Granted	Normal	Chapel Down	33	27/10/2016	21/05/2019	21/05/2029

Part 4B – Registered Designs

None as at the date of this Deed.

Part 4C – Patents

None as at the date of this Deed.

Part 4D – Domain Names

Domain	Registered Date	Renewal Date	Renew Status
chapel.wine	18/10/2016	2022-04-14	Automatic
chapeldown.co.uk	14/10/2016	2021-06-25	Automatic
chapeldown.com	10/11/2016	2021-06-25	Automatic
chapeldown.net	25/03/2019	2023-03-25	Automatic
chapeldown.wine	18/10/2016	2022-04-14	Automatic
chapeldownginworks.co.uk	13/08/2019	2021-08-13	Automatic
chapeldownginworks.com	13/08/2019	2021-08-13	Automatic
chapeldownginworks.info	13/08/2019	2021-08-13	Automatic
chapeldownginworks.net	13/08/2019	2021-08-13	Automatic
chapeldownwines.co.uk	14/10/2016	2022-02-09	Automatic
chapeldownwines.com	18/10/2016	2021-10-04	Automatic
drinkalike.co.uk	20/06/2017	2021-06-20	Automatic
drinkalike.com	20/06/2017	2021-06-20	Automatic
englishwinesgroup.co.uk	14/10/2016	2022-01-14	Automatic
englishwinesgroup.com	25/10/2016	2022-01-14	Automatic
greatmindsdrinkalike.co.uk	20/06/2017	2021-06-20	Automatic
kent.wine	18/10/2016	2022-04-14	Automatic

kitscoty.wine	18/10/2016	2022-04-14	Automatic
kitscotyestate.com	10/10/2016	2022-04-14	Automatic
kitscotyestate.wine	18/10/2016	2022-04-14	Automatic
newwavewines.com	15/03/2002	2022-03-15	Automatic
sussex.wine	18/10/2016	2022-04-14	Automatic

Part 5 – Relevant Contracts

None as at the date of this Deed.

Part 6 – Insurances

Chargor(s)	Insurer	Policy number	Expiry date
Chapel Down Group plc and English Wines plc	The National Farmers Union Mutual Insurance Society Limited		15 May 2022

Part 7 – P&M

None as at the date of this Deed.

SCHEDULE 3**Guarantee provisions****1 CONTINUING GUARANTEE**

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by each Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

2 REINSTATEMENT

If any payment by a Chargor, or any discharge given by PNC (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of each Chargor under this Deed shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) PNC shall be entitled to recover the value or amount of that security or payment from each Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

3 WAIVER OF DEFENCES

The obligations of each Chargor under this Deed will not be affected by an act, omission, matter or thing which, but for this Deed, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or to PNC) including:

- (a) any time, waiver or consent granted to, or composition with, a Client, any Chargor or other person;
- (b) the release of a Client or any Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) 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, a Client, any Chargor or 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;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Chargor or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise), restatement or replacement (in each case, however fundamental and of any nature whatsoever including, without limitation, which results in any increase in any amount due or owing under any Finance Document or in the rate of interest or any other sum payable under any Finance Document) of a Finance Document or any other document or security;

- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency, administration or similar proceedings.

4 IMMEDIATE RECOURSE

Each Chargor waives any right it may have of first requiring PNC to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

5 APPROPRIATIONS

Without prejudice to the provisions of clause 2 (*Guarantee and indemnity*), until all amounts which may be or become payable during the Security Period by the Chargors under or in connection with the Finance Documents have been irrevocably paid in full, PNC may (without prejudice to its rights and obligations under any other Finance Document):

- (a) refrain from applying or enforcing any other monies, security or rights held or received by PNC in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from any Chargor or on account of any Chargor's liability under this Deed,

provided that, for so long as there is no Event of Default which is continuing, PNC shall refrain from exercising the rights and powers set out in this paragraph 5.

6 DEFERRAL OF GUARANTORS' RIGHTS

Until all amounts which may be or become payable during the Security Period by the Chargors under, or in connection with, the Finance Documents have been irrevocably paid in full and unless PNC otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents:

- (a) to be indemnified by a Client or a Chargor;
- (b) to claim any contribution from a Client, a Chargor or any other guarantor or any of its assets in respect of any of the Clients' or a Chargor's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of PNC under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by PNC;
- (d) to bring any legal or other proceedings for an order requiring a Client or a Chargor to make any payment, or perform any obligation, in respect of which any Chargor has given a guarantee, undertaking or indemnity under this Deed;

- (e) to exercise any right of set-off against a Client or any Chargor; and/or
- (f) to claim or prove as a creditor in a Client or any Chargor in competition with PNC.

7 ADDITIONAL SECURITY

This guarantee is in addition to, and is not in any way prejudiced by, any other guarantee or security at the date of this guarantee or subsequently held by PNC.

SCHEDULE 4
Form of Notice to and Acknowledgement from Account Bank

To: *[insert name and address of Account Bank]*

Dated: [•] 20[•]

Dear Sirs

Re: Account holder[s]: [•] [(the "Chargor[s]")]

1 We hereby give notice that, by a debenture dated [•] 20[•] (the "**Debenture**"), we have charged to PNC Business Credit, a trading style of PNC Financial Services UK Ltd ("**PNC**") all our present and future right, title and interest in and to:

- (a) the Chargor Accounts (as defined in the schedule to this letter), all monies standing to the credit of the Chargor Accounts and all additions to or renewals or replacements thereof (in whatever currency); and
- (b) all other accounts from time to time maintained with you by each Chargor and all monies at any time standing to the credit of such accounts,

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

2 We advise you that, under the terms of the Debenture, we are not entitled to withdraw any monies from:

- (a) the Chargor Accounts without first having obtained the prior written consent of PNC; and
- (b) the other Charged Account without first having obtained the prior written consent of PNC except to the extent that such consent is given in this notice.

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

- (a) unless PNC so authorises you in writing, not to permit withdrawals from:
 - (i) the Chargor Accounts; or
 - (ii) any other Charged Account except to the extent that any withdrawal is expressly permitted by this notice and such permission has not been withdrawn;
- (b) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of PNC;

- (c) to pay all or any part of the monies standing to the credit of the Charged Accounts to PNC (or as it may direct) promptly following receipt of written instructions from PNC to that effect; and
 - (d) to disclose to PNC such information relating to the Chargors and the Charged Accounts as PNC may from time to time request you to provide.
- 4** We agree that you are not bound to enquire whether the right of PNC to withdraw any monies from any Charged Account has arisen or be concerned with (a) the propriety or regularity of the exercise of that right or (b) notice to the contrary or (c) to be responsible for the application of any monies received by PNC.
- 5** This notice may only be revoked or amended with the prior written consent of PNC.
- 6** Please confirm by completing the enclosed copy of this notice and returning it to PNC (with a copy to each Chargor) that you agree to the above and that:
- (a) you accept the authorisations and instructions contained in this notice and you undertake to comply with this notice;
 - (b) you have not, at the date this notice is returned to PNC, received notice of any assignment or charge of or claim to the monies standing to the credit of any Charged Account or the grant of any security or other interest over those monies or any Charged Account in favour of any third party and you will notify PNC promptly if you should do so in the future; and
 - (c) you do not at the date of this notice and will not in the future exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts.
- 7** This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

.....
for and on behalf of
[NAME OF CHARGOR]

Name:

Title:

.....
for and on behalf of
[NAME OF CHARGOR]

Name:

Title:

Countersigned by

.....
for and on behalf of
PNC BUSINESS CREDIT
a trading style of PNC Financial Services UK Ltd

SCHEDULE TO NOTICE AND ACKNOWLEDGEMENT

Chargor Accounts (each a "Chargor Account")		
Account holder	Chargor Account number	Account Bank branch address and sort code

[On copy]

To: PNC Business Credit, a trading style of PNC Financial Services UK Ltd
PNC House
34/36 Perrymount Road
Haywards Heath
West Sussex
RH16 3DN

Copy to: **[NAME OF THE CHARGOR]**

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

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

.....
for and on behalf of
[NAME OF ACCOUNT BANK]

Dated:

SCHEDULE 5

Form of Notice to and Acknowledgement by Party to Relevant Contract

To: **[Insert name and address of relevant party]**

Dated: [•] 20[•]

Dear Sirs

RE: [DESCRIBE RELEVANT CONTRACT] DATED [•] 20[•] BETWEEN (1) YOU AND (2) [•] (THE "CHARGOR")

- 1 We give notice that, by a debenture dated [•] 2021 (the "**Debenture**"), we have assigned to PNC Business Credit, a trading style of PNC Financial Services UK Ltd ("**PNC**") all our present and future right, title and interest in and to *[insert details of Relevant Contract]* (together with any other agreement supplementing or amending the same, the "**Agreement**") including all rights and remedies in connection with the Agreement and all proceeds and claims arising from the Agreement.

- 2 We irrevocably authorise and instruct you from time to time:
 - (a) to disclose to PNC at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure), such information relating to the Agreement as PNC may from time to time request;
 - (b) to hold all sums from time to time due and payable by you to us under the Agreement to the order of PNC;
 - (c) to pay or release all or any part of the sums from time to time due and payable by you to us under the Agreement only in accordance with the written instructions given to you by PNC from time to time;
 - (d) to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Debenture or the Agreement or the debts represented thereby which you receive at any time from PNC without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction; and
 - (e) to send copies of all notices and other information given or received under the Agreement to PNC.

- 3 We are not permitted to receive from you, otherwise than through PNC, any amount in respect of or on account of the sums payable to us from time to time under the Agreement.

- 4 We are not permitted to agree any amendment or supplement to, or waive any obligation under, the Agreement without the prior written consent of PNC.

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

- 6** Please confirm by completing the enclosed copy of this notice and returning it to PNC (with a copy to us) that you agree to the above and that:
- (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;
 - (b) you have not, at the date this notice is returned to PNC, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Agreement or any proceeds of it and you will notify PNC promptly if you should do so in future;
 - (c) you will not permit any sums to be paid to us or any other person (other than PNC) under or pursuant to the Agreement without the prior written consent of PNC; and
 - (d) you will not exercise any right to terminate the Agreement or take any action to amend or supplement the Agreement without the prior written consent of PNC.
- 7** This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

.....
for and on behalf of
[NAME OF CHARGOR]

[On copy]

To: PNC Business Credit, a trading style of PNC Financial Services UK Ltd
PNC House
34/36 Perrymount Road
Haywards Heath
West Sussex
RH16 3DN

Copy to: **[NAME OF CHARGOR]**

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraph 6 of the above notice.

.....
for and on behalf of
[•]

Dated:

SCHEDULE 6

Form of Notice to and Acknowledgement by Insurers

To: *[Insert name and address of insurer]*

Dated: [*•*] 20[*•*]

Dear Sirs

[DESCRIBE INSURANCE POLICIES] DATED [*•*] 20[*•*] BETWEEN (1) YOU AND (2) [*•*] (THE "CHARGOR")

- 1 We give notice that, by a debenture dated [*•*] 2021 (the "**Debenture**"), we have assigned to PNC Business Credit, a trading style of PNC Financial Services UK Ltd ("**PNC**") all our present and future right, title and interest in and to the policies described above (together with any other agreement supplementing or amending the same, the "**Policies**") including all rights and remedies in connection with the Policies and all proceeds and claims arising from the Policies.
- 2 We irrevocably authorise and instruct you from time to time:
 - (a) to disclose to PNC at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure) such information relating to the Policies as PNC may from time to time request;
 - (b) to hold all sums from time to time due and payable by you to us under the Policies to the order of PNC;
 - (c) to pay or release all or any part of the sums from time to time due and payable by you to us under the Policies only in accordance with the written instructions given to you by PNC from time to time;
 - (d) to comply with any written notice or instructions in any way relating to (or purporting to relate to) the Debenture, the sums payable to us from time to time under the Policies or the debts represented by them which you may receive from PNC (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction); and
 - (e) to send copies of all notices and other information given or received under the Policies to PNC.
- 3 This notice may only be revoked or amended with the prior written consent of PNC.
- 4 Please confirm by completing the enclosed copy of this notice and returning it to PNC (with a copy to us) that you agree to the above and that:
 - (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;
 - (b) you have not, at the date this notice is returned to PNC, received notice of the assignment or charge, the grant of any security or the existence of any other

interest of any third party in or to the Policies or any proceeds of them or any breach of the terms of any Policy and you will notify PNC promptly if you should do so in future;

- (c) you will not permit any sums to be paid to us or any other person under or pursuant to the Policies without the prior written consent of PNC; and
- (d) you will not exercise any right to terminate, cancel, vary or waive the Policies or take any action to amend or supplement the Policies without the prior written consent of PNC.

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

Yours faithfully

.....
for and on behalf of
[NAME OF CHARGOR]

[On copy]

To: PNC Business Credit, a trading style of PNC Financial Services UK Ltd
PNC House
34/36 Perrymount Road
Haywards Heath
West Sussex
RH16 3DN

Copy to: **[NAME OF CHARGOR]**

Dear Sirs

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

.....
for and on behalf of
[•]

Dated:

SCHEDULE 7

Form of Accession Deed

THIS ACCESSION DEED is made on 20[•]

BETWEEN

- (1) [•] a company incorporated in [•] with registered number [•] (the "**Acceding Company**")**[EACH COMPANY LISTED IN SCHEDULE 1** (each an "**Acceding Company**")];
- (2) [•] (the "**Obligors' Agent**"); and
- (3) **PNC BUSINESS CREDIT**, a trading style of **PNC FINANCIAL SERVICES UK LTD**, a company incorporated and registered in England and Wales with company number 07341483 whose registered office is at PNC House, 34/36 Perrymount Road, Haywards Heath, West Sussex, RH16 3DN ("**PNC**").

BACKGROUND

This Accession Deed is supplemental to a debenture dated [•] 2021 and made between (1) the Chargors named in it and (2) PNC (the "**Debenture**").

IT IS AGREED:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

1.2 Construction

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

2 ACCESSION OF THE ACCEDING COMPANY

2.1 Accession

[The/Each] Acceding Company:

- (a) unconditionally and irrevocably undertakes to and agrees with PNC to observe and be bound by the Debenture; and
- (b) creates and grants [at the date of this Deed] the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

2.2 Covenant to pay

Without prejudice to the generality of clause 2.1 (*Accession*), [the/each] Acceding Company (jointly and severally with the other Chargor [and each other Acceding Company]), covenants in the terms set out in clause 2 (*Covenant to Pay*) of the Debenture.

2.3 Charge and assignment

Without prejudice to the generality of clause 2.1 (*Accession*), [the/each] Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to PNC for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 4 (*Grant of security*), 5 (*Fixed security*) and 6 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing):

- (a) by way of first legal mortgage all the freehold and leasehold Real Property (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified [against its name] in Part 1 of Schedule 2 (*Details of Security Assets*) owned by the [Acceding Company/Acceding Companies]) (if any);
- (b) by way of first fixed charge:
 - (i) all the Charged Securities (including, without limitation, those specified [against its name] in Part 2 of Schedule 2 (*Details of Security Assets*) owned by the [Acceding Company/Acceding Companies] (if any)); together with
 - (ii) all Securities Rights from time to time accruing to them;
- (c) by way of first fixed charge each of its Chargor Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified [against its name] in Part 3 of Schedule 2 (*Details of Security Assets*) owned by the [Acceding Company/Acceding Companies]) and all monies at any time standing to the credit of such accounts;
- (d) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified [against its name] in Part 4 of Schedule 2 (*Details of Security Assets*) owned by the [Acceding Company/Acceding Companies]) (if any);
- (e) by way of absolute assignment (subject to a proviso for re-assignment on redemption):
 - (i) [if the Acceding Company is][in the case of Acceding Company that] is also a Client, all its Receivables and their Associated Rights; and
 - (ii) [whether or not the Acceding Company is a Client][in the case of each Acceding Company]:

- (A) the Relevant Contracts (including, without limitation, those specified [against its name] in Part 5 of Schedule 2 (*Details of Security Assets* owned by the [Acceding Company/Acceding Companies]) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;
- (B) all Rental Income; and
- (C) all other Debts not assigned as described above.

2.4 Representations

[The/Each] Acceding Company makes the representations and warranties required pursuant to clause 11.5(a)(iii) of the Debenture as well as those set out in this paragraph 2(d) to PNC as at the date of this Accession Deed:

- (a) [each/the] Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified [against its name] in Schedule 2 (*Details of Security Assets* owned by the [Acceding Company/Acceding Companies]);
- (b) the Charged Securities listed in [Part 2 of] schedule 2 (*Details of Security Assets* owned by the [Acceding Company/Acceding Companies]) constitute the entire share capital owned by [each/the] Acceding Company in the relevant company [and constitute the entire share capital of each such company]; and
- (c) [part 1 of] Schedule 2 (*Details of Security Assets* owned by the [Acceding Company/Acceding Companies]) identifies all freehold and leasehold Real Property which is beneficially owned by [each/the] Acceding Company at the date of this Deed.

2.5 Consent

Pursuant to clause 24.3 (*Accession Deed*) of the Debenture, the Obligors' Agent (as agent for itself and the existing Chargors):

- (a) consents to the accession of [the/each] Acceding Company to the Debenture on the terms of this Accession Deed; and
- (b) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if [the/each] Acceding Company had been named in the Debenture as the Chargor.

3 CONSTRUCTION OF DEBENTURE

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

4 THIRD PARTY RIGHTS

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

5 NOTICE DETAILS

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

6 COUNTERPARTS

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

7 GOVERNING LAW

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

IN WITNESS of which this Accession Deed has been duly executed by [the/each] Acceding Company and the Obligors' Agent as a deed and duly executed by PNC and has been delivered on the first date specified on page 1 of this Accession Deed by [the/each] Acceding Company and the Obligors' Agent.

SCHEDULE 1 TO THE ACCESSION DEED**The Acceding Companies**

Company name	Registered number	Registered office

SCHEDULE 2 TO THE ACCESSION DEED**Details of Security Assets owned by the [Acceding Company/Acceding Companies]****[Part 1 – Real Property]**

Registered land				
[Acceding Company]	Address	Administrative Area	Title number	
Unregistered land				
[Acceding Company]	Address	Document describing the Real Property		
		Date	Document	Parties

[Part 2 – Charged Securities]

[Acceding Company]	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital

[Part 3 – Charged Accounts]

Charged Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code

[Part 4 – Intellectual Property]

Part 4A – Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text

Part 4B – Patents		
Proprietor/ADP number	Patent number	Description

[Part 5 – Relevant Contracts]

[Acceding Company]	Date of Relevant Contract	Parties	Details of Relevant Contract

[Part 6 – Insurances]

[Acceding Company]	Insurer	Policy number

[Part 7 – P&M]

[Acceding Company]	P&M

EXECUTION PAGE OF THE ACCESSION DEED

THE ACCEDING COMPAN[Y][IES]

Executed as a deed, but not delivered until)
 the first date specified on page 1, by **[NAME**)
OF ACCEDING COMPANY] acting by:)

Director _____

Witness signature _____

Witness name: _____

Witness address: _____

Address: [•]

Email: [•]

Attention: [•]

THE OBLIGORS' AGENT

Executed as a deed, but not delivered until)
 the first date specified on page 1 by)
[CHAPEL DOWN GROUP PLC])
 acting by)

 Director

in the presence of:

Witness signature: _____

Witness name: _____

Witness address: _____

Address:

Email:

Attention:

PNC

Executed as a deed, but not delivered until)
the first date specified on page 1, by **PNC**)
BUSINESS CREDIT a trading style of **PNC**)
FINANCIAL SERVICES UK LTD acting by:)

Authorised Signatory _____

Authorised Signatory _____

Address: PNC House, 34/36 Perrymount Road, Haywards Heath, West Sussex,
RH16 3DN

Email:

Attention: The Directors, PNC Business Credit

EXECUTION PAGES

THE ORIGINAL CHARGORS

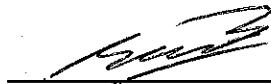
Executed as a deed, but not delivered until)
the first date specified on page 1 by)
CHAPEL DOWN GROUP PLC acting by)
RICHARD WOODHOUSE)



Director

in the presence of:

Witness signature:



Witness name:

SAM SOMJEE

Witness address:

NUMBER 27, MOUNT EPHRAIM
TUNBRIDGE WELLS, KENT
TN11 8AP

Address: Chapel Down Winery, Smallhythe Road, Tenterden, Kent TN30 7NG

Attention: Richard Woodhouse

E-mail: richard@chapeldown.com

Executed as a deed, but not delivered until)
the first date specified on page 1 by)
ENGLISH WINES PLC acting by)
RICHARD WOODHOUSE)



Director

in the presence of:

Witness signature:



Witness name:

SAM SOMJEE

Witness address:

NUMBER 27, MOUNT EPHRAIM
TUNBRIDGE WELLS, KENT
TN11 8AP

Address: Chapel Down Winery, Smallhythe Road, Tenterden, Kent TN30 7NG

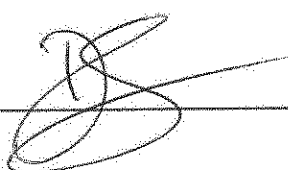
Attention: Richard Woodhouse

E-mail: richard@chapeldown.com

PNC

Executed as a deed, but not delivered until)
the first date specified on page 1, by PNC)
BUSINESS CREDIT a trading style of PNC)
FINANCIAL SERVICES UK LTD acting by:)

Authorised Signatory  Ben Williams

Authorised Signatory  DANIEL HARRISON

Address: PNC House, 34/36 Perrymount Road, Haywards Heath, West Sussex,
RH16 3DN

Email:

Attention: The Directors, PNC Business Credit