



**Registration of a Charge**

Company name: **NEKTAN UK LIMITED**

Company number: **04468412**

Received for Electronic Filing: **30/04/2015**



X46EFCU1

---

**Details of Charge**

Date of creation: **28/04/2015**

Charge code: **0446 8412 0003**

Persons entitled: **WELBECK CAPITAL PARTNERS LLP**

Brief description:

**Contains fixed charge(s).**

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

**Contains negative pledge.**

---

**Authentication of Form**

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

---

**Authentication of Instrument**

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

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

Certified by:

**GATELEY LLP**



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

Company number: 4468412

Charge code: 0446 8412 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th April 2015 and created by NEKTAN UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th April 2015 .

Given at Companies House, Cardiff on 1st May 2015

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** 28 APRIL **2015**

---

(1) **NEKTAN UK LIMITED**

(2) **WELBECK CAPITAL PARTNERS LLP**

---

**DEBENTURE**

---

## CONTENTS

1	Definitions and interpretation .....	1
2	Covenant to pay .....	7
3	Default Interest .....	8
4	Fixed and floating charges and assignment .....	8
5	Conversion of floating charge .....	9
6	Negative pledge .....	9
7	Representations and warranties .....	10
8	General covenants of the Chargor .....	10
9	Insurance .....	12
10	Receivables .....	12
11	Securities .....	12
12	Right of appropriation .....	13
13	Enforcement of security .....	13
14	Redemption of prior Security .....	14
15	Appointment and powers of Receiver and Administrator .....	14
16	Application of proceeds .....	16
17	Protection of third parties .....	17
18	Clawback .....	17
19	Waiver of rights .....	17
20	Continuing security and Security Trustee's protections .....	18
21	Further assurance and power of attorney .....	18
22	Notice of subsequent Security – new accounts .....	19
23	Currency and set-off .....	19
24	Appropriation and suspense account .....	20
25	Payments .....	20
26	Costs, expenses and indemnities .....	20
27	Assignment and transfer .....	21
28	Third party rights .....	21
29	Notices .....	22
30	General .....	22
31	Governing law and jurisdiction .....	23
	SCHEDULE 1 - Property .....	24
	SCHEDULE 2 - Material Contracts .....	25
	SCHEDULE 3 - Prior Charges .....	26
	SCHEDULE 4 - Securities .....	27

DATE: 28 APRIL 2015

**PARTIES:**

- (1) **NEKTAN UK LIMITED** (registered in England and Wales under number 04468412) whose registered office is at 7<sup>th</sup> Floor, Portland House, London, SW1E 5BH (the "Chargor"); and
- (2) **WELBECK CAPITAL PARTNERS LLP** a limited liability partnership incorporated and registered in England and Wales (registered number OC393454) whose registered address is at 54 Welbeck Street, London, W1G 9XS as security trustee for the Secured Parties (the "**Security Trustee**").

**1. Definitions and interpretation**

**1.1** In this deed the following definitions will apply:

"A Loan Note Instrument"	the instrument dated on or about the date of this deed executed by the Parent to constitute the A Notes;
"A Notes"	the £10,000,000 series A fixed rate secured convertible loan notes 2020 of the Parent issued pursuant to the A Loan Note Instrument;
"Administrator"	any person appointed to be an administrator of the Chargor pursuant to paragraph 14 of Schedule B1 Insolvency Act;
"B Loan Note Instrument"	the instrument dated on or about the date of this deed executed by the Parent to constitute the B Notes;
"B Notes"	the £1,100,000 series B fixed rate secured loan notes 2020 of the Parent issued pursuant to the B Loan Note Instrument;
"Business Day"	any day (other than a Saturday, Sunday or public holiday) on which clearing banks are open for normal business in London and Gibraltar;
"Certificate"	each certificate in respect of the Notes;
"Charged Assets"	all property and assets from time to time charged by or pursuant to this deed (and references to the Charged Assets shall include any part of them);
"Companies Act"	the Companies Act 2006;
"Default Interest"	any interest accruing in accordance with clause 3;
"Default Rate"	means 15% per annum;
"Delegate"	any delegate, agent, attorney or co-trustee appointed by the Security Trustee;

<b>"Equipment"</b>	all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations, apparatus and other tangible moveable property for the time being owned by the Chargor, including any part of it and all spare parts, replacements, modifications and additions;
<b>"Event of Default"</b>	shall have the same meaning as is ascribed to the term in the Instruments;
<b>"Financial Collateral"</b>	shall have the meaning given to that expression in the Financial Collateral Regulations;
<b>"Financial Collateral Regulations"</b>	the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226);
<b>"Group"</b>	the Parent and each of its Subsidiaries and the term <b>"Group Company"</b> shall be construed accordingly;
<b>"Guarantee"</b>	the guarantee and indemnity dated on or about the date of this deed granted by each Group Company in favour of the Security Trustee;
<b>"Insolvency Act"</b>	the Insolvency Act 1986;
<b>"Instruments"</b>	the A Loan Note Instrument and the B Loan Note Instrument;
<b>"Insurances"</b>	any policies of insurance in which the Chargor has an interest from time to time;
<b>"Intellectual Property"</b>	<p>all intellectual property rights or equivalent, including:</p> <ul style="list-style-type: none"> <li>(a) patents, registered and unregistered trade and service marks, business names, domain names, copyright, rights in designs, rights in inventions, database rights and topography rights (whether or not registered);</li> <li>(b) applications for any or all of the rights in (a) above, together with the right to apply for registration of such rights;</li> <li>(c) know-how, trade secrets, confidential information, technical information, customer and supplier lists and any other proprietary knowledge and/or information of whatever nature and howsoever arising,</li> </ul> <p>together with any rights or types of protection of the same or of a similar nature to those listed in (a), (b) or (c) which may subsist anywhere in the world and in each case for their full term (including any reversions or extensions) and/or effect;</p>

<b>"Legal Reservations"</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;</li> <li>(b) the time barring of claims under the Limitation Act 1980 and the Foreign Limitation Periods Act 1984, the possibility that an undertaking to assume liability for or indemnify a person against non payment of UK stamp duty may be void and defences of set off or counterclaim; and</li> <li>(c) similar principles, rights and defences under the laws of any Relevant Jurisdiction;</li> </ul>
<b>"LPA"</b>	the Law of Property Act 1925;
<b>"Noteholders"</b>	the holders from time to time of the Notes;
<b>"Notes"</b>	the A Notes and the B Notes;
<b>"Parent"</b>	Nektan plc (a company incorporated and registered in Gibraltar with registered company number 105853);
<b>"Party"</b>	a party to this deed;
<b>"Perfection Requirements"</b>	<p>means the registration of this deed:</p> <ul style="list-style-type: none"> <li>(a) pursuant to section 860 of the Companies Act 2006;</li> <li>(b) (to the extent security is created over real property) at the Land Registry and/or the Land Charges Registry; and</li> <li>(c) (to the extent security is created over intellectual property rights) at the Intellectual Property Office,</li> </ul> <p>in each case together with the payment of associated fees.</p>
<b>"Permitted Disposal"</b>	<p>means any of:</p> <ul style="list-style-type: none"> <li>(a) a disposal of any Charged Asset charged only by way of uncrystallised floating charge in the ordinary course of business;</li> <li>(b) a disposal of redundant Equipment for</li> </ul>

	cash;
	(c) a disposal of assets (other than Securities) in exchange for assets comparable or superior as to type, value and quality;
	(d) a disposal of any assets including any Intellectual Property (but excluding those Charged Assets described in paragraph (a) above) the subject of the Security constituted by this deed where the aggregate value of all such disposals is no greater than £250,000 in any calendar year;
	(e) any other disposal of an asset the subject of the Security constituted by this deed where the Security Trustee has given its prior written consent;
<b>"Permitted Security"</b>	<p>(a) liens and rights of set-off securing obligations which are not overdue beyond their standard payment dates, arising by operation of law in the ordinary and usual course of trading over property other than land;</p> <p>(b) any Security arising out of title retention provisions in a supplier's standard conditions of supply of goods acquired in the ordinary and usual course of trading;</p> <p>(c) any Security granted in terms of the Transaction Documents or with the prior written approval of the Security Trustee or in favour of the Security Trustee; or</p> <p>(d) any Prior Charge;</p>
<b>"Prior Charge"</b>	the Security, if any, described in schedule 3;
<b>"Property"</b>	any freehold and leasehold property that is a Charged Asset including without limitation, any property specified in schedule 1;
<b>"Receivables"</b>	<p>(a) all present and future book and other debts, rentals, royalties, fees, VAT and monetary claims due or owing to the Chargor and all other amounts recoverable or receivable by the Chargor from other persons or due or owing to the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever); and</p> <p>(b) all proceeds of any of the foregoing;</p>
<b>"Receiver"</b>	any receiver, manager or receiver and manager

	appointed by the Security Trustee under this deed;
<b>"Related Rights"</b>	in relation to any Securities, means all dividends, distributions and other income paid or payable on such Securities (as the case may be), together with (a) all shares or other property derived from such Securities (as the case may be) and (b) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to such Securities (whether by way of dividend, distribution, conversion, redemption, bonus, preference, warrant, option to acquire or subscribe or otherwise);
<b>"Relevant Jurisdiction"</b>	in relation to the Chargor: <ul style="list-style-type: none"> <li>(a) its jurisdiction of incorporation or organisation;</li> <li>(b) any jurisdiction where any Charged Asset is situated; and</li> <li>(c) any jurisdiction where it conducts its business;</li> </ul>
<b>"Required Insurance"</b>	any contract of insurance required under clause 9;
<b>"Secured Liabilities"</b>	all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or in any other capacity whatsoever) of the Chargor to the Secured Parties under the Transaction Documents together with all interest (including Default Interest), fees, costs, charges and expenses which any Secured Party may charge or incur under the Transaction Documents provided that no obligation or liability shall be included in this definition of "Secured Liabilities" to the extent that, if it were so included, this deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 678 and 680 of the Companies Act;
<b>"Secured Parties"</b>	the Security Trustee, the Noteholders and any Receiver or Delegate;
<b>"Securities"</b>	all present and future stocks, shares, loan capital, investments, debentures, bonds, warrants, coupons or other securities (whether or not marketable) held by the Chargor (at law or in equity) together with all Related Rights;
<b>"Security"</b>	a mortgage, charge, pledge, trust, assignment by way of security, lien, hypothecation or other encumbrance, arrangement or security interest

securing any obligation of any person or any other agreement or arrangement having a similar effect or any title retention rights or set-off rights created by agreement;

**"Security Document"**

- (a) this deed;
- (b) any other document entered into at any time by the Chargor creating any guarantee, indemnity, Security or other assurance against financial loss in favour of the Security Trustee as security for the Secured Liabilities; and
- (c) any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above;

**"Security Financial Collateral Arrangement"**

has the meaning given to that expression in the Financial Collateral Regulations;

**"Spot Rate of Exchange"**

the market rate of exchange for the purchase of the relevant currency by the Security Trustee;

**"Subscription Agreement"**

the subscription agreement dated on or about the date of this deed and made between (1) the Parent (2) the persons listed in schedule 2 therein and (3) the Security Trustee;

**"Subsidiary"**

a subsidiary within the meaning of section 1159 of the Companies Act 2006;

**"Transaction Documents"**

- (a) this deed;
- (b) each other Security Document; and
- (c) the Guarantee;

**"Trust Provisions"**

the security trust provisions contained in schedule 4 of the Subscription Agreement.

1.2 In this deed, a reference to:

- 1.2.1 a clause or a schedule is, unless otherwise stated, a reference to a clause of, or a schedule to, this deed;
- 1.2.2 a paragraph is, unless otherwise stated, a reference to a paragraph of a schedule;
- 1.2.3 a provision of law includes a reference to that provision as replaced, modified or re-enacted from time to time and any subordinate legislation made under that statutory provision from time to time, in each case whether before or after the date of this deed;
- 1.2.4 any English statutory provision or English legal term for any action, remedy, method of judicial proceeding, document, legal status, court, official or any other legal concept or thing shall, in respect of any person incorporated or resident in any jurisdiction other than England and Wales, be deemed to refer to and include any equivalent or analogous action, remedy, method of judicial proceeding, document, legal status, court,

official or other legal concept or thing or what most nearly approximates in that jurisdiction to the relevant English statutory provision or English legal term;

- 1.2.5 a person includes any individual, firm, company, corporation, government, state or agency of state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- 1.2.6 a "**Party**", the "**Chargor**", the "**Security Trustee**", any "**Noteholder**" or any "**Secured Party**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Trustee, any person for the time being appointed as Security Trustee or Security Trustees in accordance with the Transaction Documents;
- 1.2.7 "**disposal**" includes any sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary and "**dispose**" will be construed accordingly;
- 1.2.8 a company shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.9 writing shall, subject to clause 29, include any mode of reproducing words in a legible and non-transitory form;
- 1.2.10 this deed or any provision of this deed or any other agreement, document or instrument is to this deed, that provision or that agreement, document or instrument as amended, novated, supplemented, extended or restated;
- 1.2.11 a time of day is a reference to London time; and
- 1.3 The schedules form part of this deed and have the same effect as if expressly set out in the body of this deed and shall be interpreted and construed as though they were set out in this deed.
- 1.4 The contents table and headings in this deed are for convenience only and do not affect the interpretation or construction of this deed.
- 1.5 Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.6 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 1.7 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Instrument, the other Transaction Documents and of any side letters between any parties in relation to any Transaction Document are incorporated into this deed.
- 1.8 "**£**" and "**sterling**" denotes lawful currency of the United Kingdom.
- 1.9 The Security Trustee shall hold the benefit of this deed in trust for the Secured Parties in accordance with the terms of the Subscription Agreement.
- 2. **Covenant to pay**

The Chargor covenants with the Security Trustee that it will pay or discharge on demand the Secured Liabilities when they fall due.

### 3. **Default Interest**

- 3.1 Any amount which is not paid under this deed when due shall bear interest (both before and after judgment and payable on demand) from the due date (or, in the case of costs, fees or expenses incurred, from the date they are so incurred) until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the Default Rate.
- 3.2 Default Interest will be calculated on the basis of the actual number of days elapsed and a year of 365 days. There shall be no charge of interest under this deed where interest is already charged at a default rate under any of the Transaction Documents, so that no party shall make a double recovery of interest where default interest is charged under any such Transaction Document.

### 4. **Fixed and floating charges and assignment**

#### 4.1 **Fixed charges**

As a continuing security for the payment of the Secured Liabilities, the Chargor hereby, with full title guarantee, charges, and agrees to charge, in favour of the Security Trustee the following assets which are at any time owned by it or which it is from time to time interested:

- 4.1.1 by way of **first fixed charge** all Equipment and all spare parts, replacements, modifications and additions for or to that Equipment and the benefit of all manuals, instructions, warranties, licences and maintenance agreements relating to it;
- 4.1.2 by way of **first fixed charge** all the Securities;
- 4.1.3 save to the extent assigned pursuant to Clause 4.2, by way of **first fixed charge** all rights and interests of the Chargor in, and claims under, the Insurances and all proceeds of such Insurances held by, or written in favour of, the Chargor or in which the Chargor is otherwise interested;
- 4.1.4 by way of **first fixed charge** all its right, title, interest and benefit in and to any accounts of the Chargor for holding money with any bank, financial institution, or other person, all monies standing to the credit of the Chargor from time to time on any and all accounts with any bank, financial institution, or other person and all rights of the Chargor to repayment of any of the foregoing;
- 4.1.5 by way of **first fixed charge** all Intellectual Property;
- 4.1.6 by way of **first fixed charge** the benefit of all licences, consents, agreements and authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets;
- 4.1.7 by way of **first fixed charge** all Receivables; and
- 4.1.8 by way of **first fixed charge** all the goodwill and uncalled capital of the Chargor.

#### 4.2 **Assignment**

As a continuing security for the payment of the Secured Liabilities, the Chargor hereby, with full title guarantee, **assigns and agrees to assign** absolutely (subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities) in favour of the Security Trustee all the rights, title, interest and benefit of the Chargor in and to the Insurances (together with all proceeds of such Insurances).

#### 4.3 **Floating charge**

As further continuing security for the payment of the Secured Liabilities, the Chargor hereby charges with full title guarantee in favour of the Security Trustee by way of **first floating charge** all its assets and undertaking whatsoever and wheresoever situated both present and future not effectively mortgaged, charged or assigned pursuant to the provisions of clause 4.1 and clause 4.2, including heritable property and all other property and assets in Scotland.

#### 4.4 **Qualifying floating charge**

Paragraph 14 of schedule B1 Insolvency Act 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).

### 5. **Conversion of floating charge**

#### 5.1 **Conversion of floating charge by notice**

The Security Trustee may, by written notice to the Chargor, convert the floating charge created by this deed into a fixed charge as regards all or any of the Chargor's assets specified in the notice at any time if:

- 5.1.1 an Event of Default has occurred and is continuing; or
- 5.1.2 the Security Trustee in its reasonable opinion considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

#### 5.2 **Automatic conversion of floating charge**

The floating charge created by the Chargor under this deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in relation to any of the Charged Assets subject to the floating charge created by clause 4.3 (a "**Floating Charge Asset**"):

- 5.2.1 if, without the Security Trustee's prior written consent, the Chargor creates or attempts to create any Security (other than a Permitted Security) over all or any Floating Charge Asset;
- 5.2.2 if any person levies or attempts to levy any distress, execution, attachment or other process against all or any Floating Charge Asset;
- 5.2.3 if any person presents a petition to wind up the Chargor or applies for an administration order; or
- 5.2.4 upon the enforcement of this deed.

#### 5.3 **No waiver**

The giving by the Security Trustee of a notice pursuant to clause 5.1 in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Security Trustee to serve similar notices in respect of any other class of assets or of any of the other rights of the Security Trustee.

### 6. **Negative pledge**

The Chargor covenants with the Security Trustee that, during the continuance of the security created by this deed, it shall not without the prior written consent of the Security Trustee:

- 6.1 create, purport to create or permit to subsist any Security (other than a Permitted Security) upon any of the Charged Assets; or
- 6.2 sell, transfer, lease, licence, lend, part possession with, grant any interest in, or otherwise dispose of, whether by a single transaction or a number of transactions

and whether related or not, the whole or any part of the Charged Assets save for a Permitted Disposal.

**7. Representations and warranties**

7.1 The Chargor represents and warrants to the Security Trustee that:

**7.1.1 Status**

7.1.1.1 it is a limited company duly organised, validly existing and registered under the relevant laws of its jurisdiction of incorporation;

7.1.1.2 it has the power and all necessary governmental and other consents, approvals, licences and authorities to own its assets and carry on its business as it is being conducted;

**7.1.2 Authority**

it is empowered to enter into and perform its obligations contained in this deed and has taken all necessary action to authorise the execution, delivery and performance of this deed, to create the security to be constituted by this deed and to observe and perform its obligations under this deed;

**7.1.3 Binding obligations**

the obligations expressed to be assumed by it in this deed are legal, valid, binding and enforceable obligations (subject to the Legal Reservations and the Perfection Requirements);

**7.1.4 Non-breach with other obligations**

the entry into and performance by it of, and the transactions contemplated by, this deed and the granting of this deed and security constituted by this deed do not and will not breach:

7.1.4.1 any law or regulation applicable to it;

7.1.4.2 its constitutional documents; or

7.1.4.3 any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument;

**7.1.5 Property**

schedule 1 identifies all freehold and leasehold properties beneficially owned by the Chargor as at the date of this deed (save those which are subject to a rack rent); and

**7.1.6 Securities**

it is the legal and beneficial owner of the Securities listed against its name in schedule 4 other than where a Permitted Disposal has occurred in accordance with paragraph (f) of that defined term;

**7.2 Matters represented**

Each of the representations and warranties in clause 7.1 will be correct and complied with in all respects at all times during the continuance of the security constituted by this deed.

**8. General covenants of the Chargor**

The Chargor hereby covenants with the Security Trustee that it will:

**8.1 Comply with statutes**

in relation to the Charged Assets, comply in all material respects with all relevant obligations under any present or future statute, regulation, order and instrument or under any by-laws, regulations or requirements of any competent authority or other approvals, licences or consents;

**8.2 Comply with covenants**

observe and perform all material covenants and stipulations from time to time affecting any part of the Charged Assets, or the manner of use or the enjoyment of the same and shall not, except with the prior written consent of the Security Trustee, enter into any onerous or restrictive obligations affecting any part of the Charged Assets save in the ordinary course of the Chargor's business;

**8.3 Deposit of documents and Securities transfers**

8.3.1 promptly deposit with the Security Trustee all certificates, deeds and documents of title relating to or representing the Securities together with duly executed transfers or assignments in respect of the Securities with the name of the transferee left blank;

8.3.2 promptly on receipt of the same, provide the Security Trustee with a copy of any report, notices, circulars, accounts, invoice, certificate or other material communication received in respect of or in connection with the Securities;

8.3.3 the Security Trustee may at any time whilst an Event of Default is continuing complete the instruments of transfer in respect of the Securities and register the Securities either in its own name or in the name of any nominee any transferee selected by it.

**8.4 Property acquisitions**

8.4.1 save where the same is rack rented, notify the Security Trustee promptly upon the acquisition by it of any freehold or leasehold property (or, if in Scotland, heritable property); and

8.4.2 within 10 business days of demand made to it by the Security Trustee, and other than in relation to a Property that is rack rented, execute and deliver to the Security Trustee any legal mortgage (or, in the case of property situated in Scotland, standard security) in favour of the Security Trustee of any freehold or leasehold property (or, if in Scotland, heritable property) which becomes vested in it after the date of this deed and all fixtures and fittings thereon to secure the payment or discharge of the Secured Liabilities, such legal mortgage or standard security to be in such form as the Security Trustee may reasonably require. Any security document required to be executed by the Chargor pursuant to this clause will be prepared at the cost of the Chargor and will contain terms and conditions that are no more onerous than those contained herein.

**8.5 The Land Registry**

in respect of any freehold or leasehold land specified in schedule 1 or which it may hereafter acquire and which is registered land (or unregistered land subject to compulsory first registration), apply to the Chief Land Registrar for the registration of a Restriction against the registered titles in the following terms:

*"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 2015 in favour of Welbeck Capital Partners LLP referred to in the charges register."*

## **9. Insurance**

9.1 The Chargor hereby covenants with the Security Trustee that it will ensure that at all times Required Insurances are maintained in full force and effect, which:

9.1.1 insure that the Chargor's interests in the Charged Assets for their full replacement value against such risks as a prudent company in the same business as the Chargor would insure; and

9.1.2 include property owners' public liability and third party liability insurance.

9.2 The Chargor must:

9.2.1 comply with the terms of the Required Insurances and not do or permit anything to be done which may make void or voidable any of the Required Insurances;

9.2.2 comply with all reasonable risk improvement requirements of its insurers.

9.2.3 ensure that each premium for the Required Insurances is paid promptly and in any event prior to the commencement of the period of insurance for which that premium is payable;

9.2.4 ensure that all other things necessary are done so as to keep each of the Required Insurances in force; and

9.2.5 ensure that a copy of each policy in respect of each Required Insurance is supplied to the Security Trustee promptly on request, together with the current premium receipts relating to it.

9.3 If the Chargor fails to comply with any term of this clause, the Security Trustee may, at the expense of the Chargor effect any insurance and generally do such things and take such other action as the Security Trustee may reasonably consider necessary or desirable to prevent or remedy any breach of this clause.

9.4 Where an Event of Default has occurred and is continuing, the proceeds of any Required Insurances (other than those proceeds as are required to be paid to third parties) shall, if the Security Trustee so requires, be applied in reduction of the Secured Liabilities in accordance with the Trust Provisions.

## **10. Receivables**

10.1 Prior to the occurrence of an Event of Default the Chargor may withdraw (or direct any transfer of) all or any part of the monies in any of its bank accounts for its general working capital purposes.

10.2 Where an Event of Default has occurred and is continuing then immediately on receipt of such notification from the Security Trustee and thereafter, the Chargor will not attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any of its bank accounts without the prior written consent of the Security Trustee and the Security Trustee shall be entitled in its absolute discretion to refuse to permit any such withdrawal or transfer.

## **11. Securities**

11.1 Prior to the occurrence of an Event of Default:

11.1.1 the Chargor will be entitled to receive and/or retain any dividends, distributions and other monies paid on or derived from the Securities; and

11.1.2 the Chargor will be entitled to exercise all voting and/or other rights and powers attaching to the Securities, **provided** that it will not exercise any such voting rights or powers in a manner prejudicial to the interests of the Security Trustee under this deed including to have the effect of changing

the terms of the Securities (or any class of them), subject always to the Chargor's directors fiduciary duties at common law and statute.

- 11.2 Where an Event of Default has occurred and is continuing the provisions of clause 15.2 shall apply.
- 11.3 The Security Trustee will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Securities are duly and promptly paid or received by it or its nominee or to verify that the correct amounts are paid or received or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Securities.
- 11.4 It is expressly agreed that, notwithstanding anything to the contrary contained in this deed, the Chargor shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of the Securities.

## **12. Right of appropriation**

### **12.1 To the extent that:**

12.1.1 any of the Charged Assets constitute Financial Collateral; and

12.1.2 this deed and the obligations of the Chargor hereunder constitute a Security Financial Collateral Arrangement

the Security Trustee shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of those Charged Assets in or towards the payment or discharge of the Secured Liabilities in accordance with the Trust Provisions.

- 12.2 The value of any Charged Assets appropriated in accordance with clause 12 shall be the price of that Charged Asset at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Security Trustee may select (including independent valuation) or, in the case of cash, shall be the amount of cash appropriated.
- 12.3 The Chargor agrees that any Charged Assets that are Financial Collateral may, at the Security Trustee's option, be held or designated so as to be under the control of the Security Trustee for all purposes of the Financial Collateral Regulations.
- 12.4 The Chargor agrees that the methods of valuation provided for in clause 12.2 are commercially reasonable for the purposes of the Financial Collateral Regulations.

## **13. Enforcement of security**

- 13.1 The security constituted by this deed shall become immediately enforceable upon the Agent (as defined in the Instruments) having declared by notice to the Parent that the Notes are immediately repayable as a consequence of the occurrence of an Event of Default and the Security Trustee may thereafter, in its absolute discretion, enforce all or any part of the security constituted by this deed in such manner as it sees fit.
- 13.2 The power of sale and other powers conferred by section 101 LPA (as varied or extended by this deed) shall arise on and be exercisable without further notice at any time after the execution of this deed, but the Security Trustee shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable under clause 13.1. Sections 93 and 103 LPA do not apply to the security constituted by this deed.

**14. Redemption of prior Security**

At any time after the security created under this deed has become enforceable, the Security Trustee may, at the sole cost of the Chargor (payable to the Security Trustee on demand) redeem any prior Security over any Charged Asset and/or procure the transfer of that Security to itself and/or settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed shall be conclusive and binding on the Chargor. All money paid by the Security Trustee to such prior mortgagee, chargee or encumbrancer in accordance with such accounts shall form part of the Secured Liabilities.

**15. Appointment and powers of Receiver and Administrator**

15.1 At any time after the security constituted by this deed becomes enforceable, or if so requested by the Chargor by written notice at any time, the Security Trustee (or any Delegate on its behalf) may:

15.1.1 without further notice appoint any person (or persons) to be a Receiver of all or any part of the Charged Assets and/or of the income from any Charged Asset; and/or

15.1.2 without further notice appoint any person (or persons) to be an Administrator in respect of the Security Trustee. Such appointment shall take effect, in accordance with paragraph 19 of Schedule B1 Insolvency Act 1986, when the requirements of paragraph 18 of that Schedule B1 are satisfied;

15.1.3 exercise in respect of all or any of the Charged Assets all or any of the powers and remedies given to mortgagees by the LPA, including the power to take possession of, receive the benefit of, or sell any of the Charged Assets;

15.2 At any time where an Event of Default has occurred and is continuing the Security Trustee (or its nominee) may (without consent or authority from the Chargor):

15.2.1 exercise in the name of the Chargor any voting rights attached to the Securities and any other powers or rights exercisable by the registered holder or bearer of the Securities; and

15.2.2 ensure that all dividends, distributions, interest and other monies declared, payable, paid or made in respect of the Securities received by or on behalf of the Chargor shall be held on trust for the Security Trustee (or its nominee) and promptly paid into an account designated by the Security Trustee or, if received by the Security Trustee (or its nominee) or any Delegate, may be applied by the Security Trustee as though they were the proceeds of sale.

15.3 The Security Trustee may, subject to any necessary approval from the court, end the appointment of an Administrator and appoint a replacement for any Administrator whose appointment ends for any reason.

15.4 The Security Trustee may remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated for whatever reason.

15.5 If at any time and by virtue of any such appointment there is more than one Receiver of all or any part of the Charged Assets and/or the income from such Charged Assets, such persons shall have power to act individually (unless the contrary shall be stated in the deed(s) or other instrument(s) appointing them).

- 15.6 If the Security Trustee enforces this deed itself pursuant to clause 15.1.3 it will have the same powers as a Receiver in respect of those Charged Assets which are the subject of the enforcement.
- 15.7 An Administrator shall have all the powers given to him under the Insolvency Act.
- 15.8 Any Receiver shall (in addition to the powers conferred by the LPA and (notwithstanding that he is not an administrative receiver) schedule 1 of the Insolvency Act but without any of the restrictions imposed upon the exercise of those powers by such statutes) have the following powers:
- 15.8.1 the same powers to do, or to omit to do, in the name of and on behalf of the Chargor, anything which the Chargor itself could have done or omitted to do with such Charged Assets were they not the subject of this deed and the Chargor were not in insolvency proceedings;
  - 15.8.2 to take possession of, collect and get in all or any part of the Charged Assets and/or income in respect of which he was appointed;
  - 15.8.3 to manage the Charged Assets and the business of the Chargor;
  - 15.8.4 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
  - 15.8.5 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 the Chargor is concerned or interested prior to his appointment, being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land;
  - 15.8.6 to sell or concur in selling, leasing or otherwise disposing of all or any part of the Charged Assets in respect of which he was appointed without the need to observe any restriction imposed by section 103 or 109 LPA;
  - 15.8.7 to carry out any sale, lease or other disposal of all or any part of the Charged Assets by conveying, transferring, assigning or leasing the same in the name of the Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, the Chargor;
  - 15.8.8 to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Trustee shall think fit and without the need to comply with any of the provisions of sections 99 and 100 LPA;
  - 15.8.9 to take any such proceedings, in the name of the Chargor or otherwise, as he shall think fit in respect of the Charged Assets and/or income in respect of which he was appointed, including proceedings for recovery of rent or other monies in arrears at the date of his appointment;
  - 15.8.10 to enter into or make any such agreement, arrangement or compromise as he shall think fit;
  - 15.8.11 to insure, and renew any insurances in respect of, the Charged Assets as he shall think fit, or as the Security Trustee shall direct;
  - 15.8.12 to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit, including, without prejudice to the generality of the foregoing power, to employ his partners and firm;

- 15.8.13 to operate any rent review clause in respect of any property in respect of which he was appointed or any part of such property and to apply for any new or extended lease; and
- 15.8.14 to do all such other things as may seem to him to be incidental or conducive to any other power vested in him in the realisation of the security constituted by this deed.
- 15.9 In making any sale or other disposal in the exercise of their respective powers, the Receiver or the Security Trustee or any Delegate may accept, as and by way of consideration for such sale or other disposal, cash, shares, loan capital or other obligations, including consideration fluctuating according to or dependent upon profit or turnover and consideration the amount whereof is to be determined by a third party. Any such consideration may be receivable in a lump sum or by instalments and upon receipt by the Receiver, Security Trustee or Delegate, shall be and become charged with the payment of the Secured Liabilities. Any contract for any such sale or other disposal by the Receiver or the Security Trustee or any Delegate may contain conditions excluding or restricting the personal liability of the Receiver and the Security Trustee and any Delegate.
- 15.10 Any Receiver appointed hereunder shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts and defaults and for his remuneration.
- 15.11 Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Security Trustee (or failing such agreement to be fixed by the Security Trustee) without the restrictions contained in section 109 LPA.
- 15.12 Only monies actually paid by a Receiver to the Security Trustee in satisfaction or discharge of the Secured Liabilities shall be capable of being applied by the Security Trustee in satisfaction of the Secured Liabilities.
- 15.13 Neither the Security Trustee nor any Receiver or Delegate shall be liable in respect of all or any part of the Charged Assets or 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, their respective powers, unless such loss or damage is caused by its or his gross negligence or wilful misconduct.
- 15.14 Neither the Security Trustee nor any Receiver or Delegate is obliged to take any particular action to collect the Receivables and neither shall be liable to the Chargor for the manner in which it collects or fails to collect any Receivable.
- 15.15 Without prejudice to the generality of clause 15.13, entry into possession of the Charged Assets shall not render the Security Trustee or the Receiver or any Delegate liable to account as mortgagee in possession and if and whenever the Security Trustee or any Receiver or Delegate enters into possession of the Charged Assets, it shall be entitled to any time at its discretion to go out of such possession.
- 15.16 All or any of the powers which are conferred by this deed on a Receiver may be exercised by the Security Trustee or any Delegate without first appointing a Receiver or notwithstanding the appointment of any Receiver.
- 15.17 Except to the extent provided by law, none of the powers described in this clause 15 will be affected by an insolvency event in relation to the Chargor.
- 16. Application of proceeds**
- 16.1 All monies received by the Security Trustee or any Receiver or Delegate appointed under this deed shall (subject to the rights and claims of any person having a security ranking in priority to the security constituted by this deed) be applied in accordance with the terms of the Trust Provisions.

- 16.2 The provisions of clause 16.1 shall take effect as and by way of variation and extension to the provisions of section 109 LPA, which provisions as so varied and extended shall be deemed incorporated in this deed.

**17. Protection of third parties**

No purchaser from or other person dealing with the Security Trustee or with any Receiver or Delegate shall be obliged or concerned to enquire whether the right of the Security Trustee to appoint a Receiver or Delegate or the right of the Security Trustee or any Receiver or Delegate to exercise any of the powers conferred by this deed in relation to the Charged Assets or any part of the Charged Assets have arisen or become exercisable by the Security Trustee or by any such Receiver or Delegate, nor be concerned with notice to the contrary, nor with the propriety of the exercise or purported exercise of any such powers and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.

**18. Clawback**

- 18.1 Any release, discharge or settlement between the Chargor and the Security Trustee shall be deemed conditional upon no payment or security received by the Security Trustee or any other Secured Party in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration or receivership and, notwithstanding any such release, discharge or settlement the Security Trustee shall be entitled to recover the value or amount of such Security or payment from the Chargor as if such release, discharge or settlement had not occurred.

- 18.2 If any claim of the kind referred to in clause 18.1 is made against the Security Trustee under insolvency laws, the Security Trustee may agree the claim or settle it on any terms it chooses without asking for the Chargor's agreement. If the Security Trustee does agree or settle the claim, the Chargor will be liable under this deed as if a court order had been made containing the terms the Security Trustee has agreed. The Chargor will be responsible for all costs and expenses the Security Trustee properly incurs defending such a claim.

**19. Waiver of rights**

- 19.1 The obligations of the Chargor under this deed will not be affected by:

- 19.1.1 any time, waiver or consent granted to, or composition with the Chargor or any other person;
- 19.1.2 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person or any defective or excessive exercise of the Chargor's powers or authority;
- 19.1.3 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) termination or replacement of the Secured Liabilities or any document, guarantee or Security related to the Secured Liabilities including any change in the purpose of, any extension of or or issue of Notes or any other document or Security;
- 19.1.4 any unenforceability, illegality, invalidity, irregularity or frustration of any obligation (actual or purported) of any person under this deed or any other document, guarantee or Security held in connection with the Secured Liabilities;

- 19.1.5 any insolvency, bankruptcy, liquidation, administration, winding-up, dissolution, limitation, disability, the discharge by operation of law or any similar proceedings in respect of the Chargor or any other person; or
  - 19.1.6 any other act, omission or circumstance which but for this provision, might operate to exonerate or discharge the Chargor or otherwise reduce or extinguish its liability under this deed.
- 20. Continuing security and Security Trustee's protections**
- 20.1 This deed shall remain in full force and effect as a continuing security until the Security Trustee shall have certified in writing that the Secured Liabilities have been discharged in full.
  - 20.2 The Security Trustee may make one or more demands under this deed.
  - 20.3 This deed may be enforced without any Secured Party first having:
    - 20.3.1 recourse to any other right, remedy, guarantee or Security held or available to it;
    - 20.3.2 to take action or obtain judgment in any court against the Chargor or any other person;
    - 20.3.3 to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Chargor or any other person; or
    - 20.3.4 to make demand, enforce or seek to enforce any claim, right or remedy against the Chargor or any other person.
- 21. Further assurance and power of attorney**
- 21.1 Further assurance**
- 21.1.1 The Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s)):
    - 21.1.1.1 to perfect the Security created or intended to be created under or evidenced by this deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this deed) or for the exercise of any rights, powers and remedies of the Security Trustee provided by or pursuant to this Deed or by law;
    - 21.1.1.2 to confer on the Security Trustee over any property and assets of the Chargor located in any jurisdiction security equivalent or similar (and for the avoidance of doubt no more onerous) to the Security intended to be conferred by or pursuant to this deed; and/or
    - 21.1.1.3 to facilitate the realisation of the assets which are, or are intended to be, the subject of this deed.
  - 21.1.2 The Chargor shall take all such action as is available to it (excluding filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Trustee or the Secured Parties by or pursuant to the Transaction Documents.

- 21.1.3 Any security document required to be executed by the Chargor pursuant to this clause 21.1 will be prepared at the cost of the Chargor and will contain terms and conditions which are no more onerous than those contained herein.

**21.2 Power of attorney**

- 21.2.1 The Chargor by way of security irrevocably appoints the Security Trustee and any Receiver or Delegate (in writing under hand signed by an officer of the Security Trustee or any Receiver or Delegate) severally to be its agents and attorneys in its name and on its behalf to:

21.2.1.1 do all things which the Chargor may be required to do under this deed;

21.2.1.2 sign, execute (using the company seal where appropriate), deliver and otherwise perfect any Security required to be signed or executed pursuant to the terms of this deed; and

21.2.1.3 sign, execute (using the company seal where appropriate), deliver and complete any deeds, instruments or other documents and following the security constituted by this deed becoming enforceable to do all acts and things which may be required by the Security Trustee or any Receiver or Delegate in the exercise of any of their powers under this deed, or to perfect or vest in the Security Trustee, any Receiver or Delegate its nominees or any purchaser, title to any Charged Assets or which they may deem expedient in connection with the getting in, disposal, or realisation of any Charged Assets.

- 21.2.2 Each agent and attorney may appoint a substitute or delegate his authority. The Chargor ratifies and confirms (and agrees to ratify and confirm) anything which an attorney does under the power of attorney conferred by clause 21.2.1.

**22. Notice of subsequent Security – new accounts**

- 22.1 If the Security Trustee receives notice (whether actual or otherwise) of any subsequent Security affecting any part of the Charged Assets and/or the proceeds of sale of the Charged Assets, or the guarantee and indemnity or Security contained in this deed ceases to be continuing for any reason whatsoever it may open a new account or accounts for the Chargor in its books.

- 22.2 If the Security Trustee does not open a new account immediately on receipt of notice under clause 22.1, then (unless the Security Trustee gives express written notice to the contrary to the Chargor) all payments made by the Chargor to the Security Trustee shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt of the relevant notice by the Security Trustee.

**23. Currency and set-off**

- 23.1 All monies received or held by the Security Trustee or any Receiver or Delegate under this deed may be converted from their existing currency into such other currency as the Security Trustee considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Liabilities in that other currency at the Spot Rate of Exchange.

- 23.2 No payment to the Security Trustee (whether under any judgment or court order or in the liquidation or dissolution of the Chargor or otherwise) shall discharge the

obligation or liability of the Chargor in respect of which it was made, unless and until the Security Trustee shall have received payment in full in the currency in which the obligation or liability was incurred and, to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency, the Security Trustee shall have a further separate cause of action against the Chargor and shall be entitled to enforce the security constituted by this deed to recover the amount of the shortfall.

23.3 If a change in any currency of a country occurs, this deed will, to the extent the Security Trustee (acting reasonably) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice and otherwise to reflect the change in currency.

23.4 The Security Trustee may set-off any obligation due from the Chargor under this deed against any obligation owed by the Security Trustee (in its capacity as agent and trustee of the Secured Parties) to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Trustee may exercise all such rights and is authorised to effect any necessary conversions at the Spot Rate of Exchange.

23.5 The liabilities referred to in this clause 23 may be actual, contingent, primary, collateral, several or joint liabilities, and the accounts, sums and liabilities referred to in this clause 23 may be denominated in any currency.

#### **24. Appropriation and suspense account**

24.1 Subject to clause 16 and clause 24.2 and to the terms of the Instruments, the Security Trustee may apply all payments received for the Secured Liabilities to reduce any part of those liabilities as it thinks fit.

24.2 All monies received, recovered or realised by the Security Trustee under this deed may at the discretion of the Security Trustee be credited to any suspense account for so long as the Security Trustee determines (with interest accruing thereon at such rate, if any, as the Security Trustee may determine for the account of the Chargor) without the Security Trustee having any obligation to apply such monies or any part of them in or towards the discharge of any of the Secured Liabilities.

#### **25. Payments**

25.1 All payments to be made by the Chargor in respect of this deed, shall be made in immediately available funds to the credit of such account as the Security Trustee may designate. All such payments shall be made free and clear of, and without any deduction for, or on account of, any set-off or counterclaim or, except to the extent compelled by law, any deduction on account of any taxes.

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

#### **26. Costs, expenses and indemnities**

26.1 The Chargor shall reimburse the Security Trustee, any Receiver, any Delegate and any Administrator in respect of all reasonable expenses, including reasonable legal, valuation, accountancy and consultancy fees (and any value added or similar tax thereon) incurred by the Security Trustee, any Receiver, any Delegate or any Administrator in connection with:

26.1.1 the negotiation, preparation, execution and completion of this deed, or any of the documents referred to herein; and

- 26.1.2 any actual or proposed amendment, replacement, restatement or extension of, or any waiver or consent under, this deed.
- 26.2 The Chargor shall reimburse the Security Trustee, any Receiver, any Delegate and any Administrator for all costs and expenses, including legal fees (and any value added or similar tax thereon) properly incurred in connection with the enforcement, attempted enforcement or preservation of any of their respective rights under this deed, or any of the documents referred to herein.
- 26.3 The Chargor will on demand indemnify the Security Agent (and every Receiver, Administrator, Delegate and any of its and their officers and employees (each an **"Indemnified Party"**) in respect of all costs, losses, actions, claims, expenses, demands or liabilities which may be incurred by, or made against any of them at any time out of:
- 26.3.1 of the powers contained in this deed;
- 26.3.2 any breach by the Chargor of any of its obligations under this deed;
- unless, in the case of clause 26.3.1, it was caused by the negligence or wilful misconduct of the Indemnified Party.
- 26.4 No Indemnified Party shall in any way be liable or responsible to the Chargor for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Charged Assets, except to the extent caused by its own negligence or wilful misconduct.
- 26.5 The Chargor shall pay all present and future stamp, registration and similar taxes or charges which may be payable, or determined to be payable, in connection with the execution, delivery, performance or enforcement of this deed or any judgment given in connection therewith.
27. **Assignment and transfer**
- 27.1 The Security Trustee may assign or transfer all or any part of its rights under this deed to any person to whom it is so permitted so to do under the Subscription Agreement. The Chargor may not assign, transfer, charge, make the subject of a trust or deal in any other manner with this deed or any of its rights under this deed or purport to do any of the same without the prior written consent of the Security Trustee.
28. **Third party rights**
- 28.1 Subject to clauses 28.2 and 28.3, a person who is not a party to this deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon a provision of this deed. No party to this deed may hold itself out as trustee of any rights under this deed for the benefit of any third party unless specifically provided for in this deed. This clause 28.1 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 28.2 Any person to whom the benefit of any provision of this deed is assigned in accordance with the terms of the Transaction Documents is entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed which confers (expressly or impliedly) any benefit on any such person.
- 28.3 Any Receiver or Delegate may, subject to the Contracts (Rights of Third Parties) Act 1999 rely on any clause of this deed which expressly confers rights on it.
- 28.4 Notwithstanding any other provision of this deed (including clause 28.3) the Security Trustee and the Chargor may, by agreement in writing, rescind, terminate or vary any of the provisions in this deed or waive or settle any right or claim under it in any way

without the consent of any third party and, accordingly, section 2(1) of the Contracts (Rights of Third Parties) Act 1999 shall not apply.

**29. Notices**

29.1 Any notice given pursuant to this deed shall be in writing signed by, or on behalf of, the person issuing the notice. Any notice shall be delivered by hand or by prepaid recorded delivery first class post (or registered airmail in the case of an address for service outside the United Kingdom) to:

29.1.1 in the case of the Chargor that set out in the same row as its name in the last column of the table in schedule 1:

29.1.2 in the case of the Security Trustee:

address: 54 Welbeck Street, London, W1G 9XS

marked for the attention of: Alex Hambro/ Andrew Fearon

or, in relation to any Party, such other address for service in the United Kingdom as that Party may from time to time notify to the other Parties.

29.2 In the absence of evidence of earlier receipt and subject to clause 29.3, a notice served in accordance with clause 29.1 shall be deemed to have been received:

29.2.1 if delivered by hand, at the time of actual delivery to the address referred to in clause 29.1;

29.2.2 if delivered by prepaid recorded delivery first class post, two Business Days from the date of posting; and

29.2.3 if delivered by registered airmail, five Business Days from the date of posting.

29.3 If deemed receipt under clause 29.2 occurs on a day which is not a Business Day or after 5.00 p.m. on a Business Day, the relevant notice shall be deemed to have been received at 9.00 a.m. on the next Business Day.

29.4 For the avoidance of doubt, notice given under this deed shall not be validly served if sent by fax or e-mail.

**30. General**

30.1 No variation to this deed shall be effective unless made in writing and signed by or on behalf of all the parties to this deed. A waiver given or consent granted by the Security Trustee under this deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

30.2 Each provision of this deed is severable and distinct from the others. If at any time any provision of this deed is or becomes unlawful, invalid or unenforceable to any extent or in any circumstances for any reason, it shall to that extent or in those circumstances be deemed not to form part of this deed but (except to that extent or in those circumstances in the case of that provision) the legality, validity and enforceability of that and all other provisions of this deed shall not be affected in any way.

30.3 If any provision of this deed is found to be illegal, invalid or unenforceable in accordance with clause 30.2 but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it legal, valid or enforceable.

30.4 The failure or delay in exercising a right or remedy provided by this deed or by law does not constitute a waiver of that (or any other) right or remedy. No single or partial exercise, or non-exercise or non-enforcement of any right or remedy provided

by this deed or by law prevents or restricts any further or other exercise or enforcement of that (or any other) right or remedy.

30.5 The Security Trustee's rights and remedies contained in this deed are cumulative and not exclusive of any rights or remedies provided by law.

30.6 This deed may be executed in any number of counterparts each of which when executed and delivered shall be an original. All the counterparts together shall constitute one and the same document.

**31. Governing law and jurisdiction**

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

31.2 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**").

31.3 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.

31.4 Clauses 31.2 to 31.4 are for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

**IN WITNESS** whereof the Chargor has duly executed this deed as a deed and it is delivered on the date first set out above.

**SCHEDULE 1**

**Property**

**None**

**SCHEDULE 2**  
**Intentionally left blank**

### **SCHEDULE 3**

#### **Prior Charges**

Rent deposit deed dated 1 November 2012 in favour of Independent Parliamentary  
Standards Authority

**SCHEDULE 4**  
**Securities**

None

**CHARGOR**

EXECUTED and DELIVERED as a )  
DEED by NEKTAN UK LIMITED acting ) Director  
by a director in the presence of: )

Witness Signature

Witness Name SIMON FRITH

Address 120 INDENHILL ROAD, LONDON N6 9JY

Occupation ACCOUNTANT

**CHARGEES**

SIGNED by on behalf of WELBECK )  
CAPITAL PARTNERS LLP: ) Designated Member  
)