



Registration of a Charge

Company name: **THE SPECIALIST WORKS LIMITED**

Company number: **04604217**

Received for Electronic Filing: **15/08/2018**



X7CE542H

Details of Charge

Date of creation: **14/08/2018**

Charge code: **0460 4217 0008**

Persons entitled: **SANTANDER UK PLC**

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:

PINSENT MASONS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4604217

Charge code: 0460 4217 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th August 2018 and created by THE SPECIALIST WORKS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th August 2018 .

Given at Companies House, Cardiff on 17th August 2018

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 14 August 2018

(1) THE CHARGORS

**(2) SANTANDER UK PLC
(AS LENDER)**

DEBENTURE


Pinsent Masons

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THIS DEED is made on 14 August 2018

BETWEEN:-

- (1) **THE COMPANIES** whose names and registered offices are set out in Schedule 1 (together with each company which becomes a party to this Deed by executing a Deed of Accession, each a "Chargor" and together the "Chargors"); and
- (2) **SANTANDER UK PLC** for itself and as security trustee for the Santander UK Group Companies (the "Lender").

THIS DEED WITNESSES as follows:-

1. INTERPRETATION

1.1 Definitions

In this Deed:-

- | | |
|-----------------------------|--|
| "Account" | means any account opened or maintained by any Chargor at any bank or financial institution |
| "Charged Property" | means all the assets and undertaking of the Chargors which from time to time are, or purport to be, the subject of the security created in favour of the Lender by or pursuant to this Deed |
| "Deed of Accession" | means a deed substantially in the form of Schedule 4 (Deed of Accession) executed, or to be executed, by a person becoming a Chargor |
| "Enforcement Action" | means:- <ol style="list-style-type: none">(a) the acceleration of any Secured Liabilities or any declaration that any Secured Liabilities are prematurely due and payable or payable on demand(b) the taking of any steps to enforce or require the enforcement of this Deed (including the crystallisation of any floating charge)(c) the making of any demand against any Chargor in relation to any guarantee, indemnity or other assurance against loss in respect of any Secured Liabilities(d) the exercise of any right of set-off against any Chargor in respect of any Secured Liabilities excluding any right of set off under a netting arrangement with the relevant Chargor's clearing bank(e) the suing for, commencing or joining of any legal or arbitration proceedings against any Chargor to recover any Secured Liabilities or(f) the petitioning, applying or voting for, or the taking of any steps which may lead to any administration, winding-up, insolvency or dissolution of or in relation |

to any Chargor

"Enforcement Date"	means the date on which the Lender first takes Enforcement Action
"Finance Documents"	means any facility agreement, any facility letter entered into between a Chargor and the Lender, any loan agreement or other ancillary facility agreement entered into between a Chargor and the Lender and this Deed
"Fixed Plant and Equipment"	means all plant, machinery or equipment of any Chargor of any kind which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building
"Fixtures"	means all things of any kind now or at any time affixed to the Land for any purpose, including, without limitation, trade and tenants fixtures
"Group"	means the Parent and each of its subsidiaries
"Insurances"	means any policy of insurance or assurance in which any Chargor has an interest and all claims and rebates of premium under any such policy
"Intellectual Property"	<p>means any of the following in which any Chargor has an interest:-</p> <ul style="list-style-type: none">(a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above(b) any invention, copyright, design right or performance right(c) any trade secrets, know-how and confidential information and(d) the benefit of any agreement or licence for the use of any such right
"Land"	means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on the Land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "Land" excludes heritable property situated in Scotland
"Loose Plant and Equipment"	means, in relation to any Chargor, all plant, machinery, equipment and motor vehicles now or at any time owned by a Chargor as a capital asset which is not Fixed Plant and Equipment

"LPA"	means the Law of Property Act 1925
"Monetary Claims"	means all book and other debts and monetary claims now or in the future owing to any Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable Instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt
"Notice of Charge"	means a notice of charge in the form set out in Schedule 5 or Schedule 6 (as applicable)
"Parent"	means TSWG Limited, a company registered in England and Wales with registered number 11450828
"Receiver"	means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property
"Related Rights"	means in relation to any Charged Property <ul style="list-style-type: none"> (a) the proceeds of sale of any part of that Charged Property (b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property and (d) any moneys and proceeds paid or payable in respect of that Charged Property
"Santander UK Group Companies"	means Santander UK plc and each of its subsidiaries from time to time
"Secured Liabilities"	means all present and future obligations and liabilities expressed to be due, owing or payable by any Chargor to any of the Santander UK Group Companies (whether present or future, actual or contingent and whether incurred solely or jointly (or jointly and severally) with any other person) including without limitation interest, commission, costs, charges and expenses charged by the Lender at rates agreed between it and the relevant Chargor, or in the absence of express agreement, in accordance with the Lender's normal practice for the time being
"Securities"	means all the right, title and interest of any Chargor, now or in the future, in any:- <ul style="list-style-type: none"> (a) stocks, shares (other than the Shares), bonds, debentures, loan stocks, or other securities

issued by any person

- (b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person and
- (c) units or other interests in any unit trust or collective investment scheme

"Security"

means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Shares"

means:-

- (a) all of the shares in the capital of each of the companies specified in Schedule 3 (*Details of Shares*); and
- (b) any shares in the capital of any other member of the Group owned by any Chargor or held by any nominee on behalf of any Chargor at any time

1.2 Incorporation of terms

Unless the context otherwise requires or unless defined in this Deed, all words and expressions defined or whose interpretation is provided for in any Finance Documents shall have the same meanings in this Deed.

1.3 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Lender.

1.4 Interpretation

In this Deed, unless the context otherwise requires:-

- 1.4.1 words importing the singular shall include the plural and vice versa and reference to any gender includes the other gender;
- 1.4.2 the term "**assets**" includes all property, rights and revenues whatsoever, and wheresoever, present and future;
- 1.4.3 references to a "**guarantee**" include an indemnity or any other form of surety;
- 1.4.4 all references to documents include all variations and replacements of such documents and supplements to such documents;
- 1.4.5 all references to a party include references to its personal representatives, permitted assigns and transferees and its successors in title;

1.4.6 references to persons include bodies corporate, unincorporated associations and partnerships; and

1.4.7 words and phrases defined in the Companies Act 2006 have the same meanings in this Deed but the word "company" includes any body corporate.

1.5 Statutes and headings

In this Deed:-

1.5.1 any reference to any statute or statutory instrument includes any enactment replacing or amending it or any instrument, order or regulation made under it and also includes any past statutory provisions (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced; and

1.5.2 headings are for reference purposes only and shall not affect the construction of anything in this Deed.

1.6 Clauses and Schedules

In this Deed references to "Clauses" are to the clauses or sub-clauses of this Deed and references to the "Schedule" are to the schedule to this Deed. The Schedule shall be treated as an integral part of this Deed and references to this Deed shall include the Schedule.

1.7 Joint and several liability

The liabilities of the Chargors under this Deed are joint and several.

1.8 Nominees

If the Lender causes or requires Shares or any other asset to be registered in the name of its nominee, any reference in this Deed to the Lender shall, if the context permits or requires, be construed as a reference to the Lender and its nominee.

2. COVENANT TO PAY

2.1 Secured Liabilities

Each Chargor covenants that it will on demand of the Lender pay and discharge any or all of the Secured Liabilities when due.

2.2 Interest

Each Chargor covenants to pay interest to the Lender upon any sum demanded in accordance with Clause 2.1 (*Secured Liabilities*) until payment (both before and after any judgment) at one per cent. above the rate applicable to that sum immediately before demand.

3. CHARGES

3.1 Mortgages and Fixed Charges

As a continuing security for payment of the Secured Liabilities, each Chargor with full title guarantee charges to the Lender all its right, title and interest from time to time in each of the following assets:-

- 3.1.1 by way of first legal mortgage all Land which is described in Schedule 2 (if any) and all other Land now vested in any Chargor;
- 3.1.2 by way of first fixed charge all other Land now vested in any Chargor (to the extent not effectively charged by Clause 3.1.1) and all Land acquired by any Chargor after the date of this Deed;
- 3.1.3 by way of mortgage:
 - (a) the Securities; and
 - (b) the Shares;
- 3.1.4 by way of first fixed charge:-
 - (a) the Securities (but only to the extent this Deed does not take effect as a mortgage pursuant to Clause 3.1.3(a) above);
 - (b) the Shares (but only to the extent this Deed does not take effect as a mortgage pursuant to Clause 3.1.3(b) above);
 - (c) the Intellectual Property;
 - (d) the Monetary Claims;
 - (e) the Fixed Plant and Equipment;
 - (f) the Loose Plant and Equipment;
 - (g) the Accounts;
 - (h) the Insurances;
 - (i) the Related Rights under or in connection with the Securities, the Shares, the Accounts, the Insurances, the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment; and
 - (j) its present and future goodwill and uncalled capital.

3.2 Floating Charge

As continuing security for payment of the Secured Liabilities, each Chargor with full title guarantee charges by way of first floating charge the whole of its undertaking and assets, present and future and wherever situated, which are not for any reason effectively charged (whether in law or equity) by way of fixed security by this Deed, including, without limitation, any heritable property of the Chargors situated in Scotland.

3.3 Trust

If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the relevant Chargor shall hold it on trust for the Lender.

3.4 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by this Deed.

4. CRYSTALLISATION OF FLOATING CHARGE

4.1 Crystallisation: By Notice

The Lender may at any time by notice in writing to any Chargor convert the floating charge created by Clause 3.2 (*Floating Charge*) with immediate effect into a fixed charge as regards any property or assets specified in the notice if:-

- 4.1.1 the Enforcement Date has occurred;
- 4.1.2 the Lender considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
- 4.1.3 the Lender considers that it is necessary in order to protect the priority of the Security created by or pursuant to this Deed.

4.2 Crystallisation: Automatic

The floating charge created by Clause 3.2 (*Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to the floating charge if:-

- 4.2.1 any Chargor creates or attempts to create any Security (other than as permitted pursuant to the terms of any Finance Document) over any of the Charged Property; or
- 4.2.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or
- 4.2.3 any step is taken (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of any Chargor, over all or any part of its assets, or if such person is appointed.

4.3 Assets acquired post-crystallisation

Any assets acquired by a Chargor after crystallisation has occurred (and that are not effectively charged by way of legal mortgage or fixed charge under Clause 3 (*Charges*)), shall become subject to the floating charge created by Clause 3.2 (*Floating Charge*) so that the crystallisation shall be effective as if such assets were owned by the relevant Chargor at the date of crystallisation.

4.4 Crystallisation: Moratorium where directors propose voluntary arrangement

The floating charge created by Clause 3.2 (*Floating Charge*) may not be converted into a fixed charge solely by reason of:-

- 4.4.1 the obtaining of a moratorium; or
- 4.4.2 anything done with a view to obtaining a moratorium,

under Schedule A1 to the Insolvency Act 1986.

4.5 Partial crystallisation

The giving of a notice by the Lender pursuant to Clause 4.1 (*Crystallisation: By Notice*) in relation to any class of assets of any Chargor shall not be construed as a waiver or abandonment of the rights of the Lender to serve similar notices in respect of any other class of assets or of any other right of the Lender.

4.6 De-crystallisation of floating charge

Any charge that has crystallised under this Clause may by notice in writing (given at any time by the Lender to the Parent), be reconverted into a floating charge in relation to the assets or class of assets specified in that notice.

5. PERFECTION OF SECURITY

5.1 Notices of Charge

Each Chargor shall deliver to the Lender (or procure delivery of) Notices of Charge duly executed by, or on behalf of, the relevant Chargor:-

5.1.1 in respect of the Insurances, on the date of this Deed (or any Deed of Accession, as applicable) and promptly upon purchasing any further Insurance after the date of this Deed;

5.1.2 in respect of each Account, on the date of this Deed (or any Deed of Accession, as applicable) and promptly upon the opening of any further Account after the date of this Deed; and

5.1.3 in respect of any other asset which is the subject of a charge pursuant to Clause 3.1.3, promptly upon the request of the Lender from time to time,

and in each case shall use all reasonable endeavours to procure that each notice is acknowledged by the party to whom such Notice of Charge is addressed.

5.2 Delivery of Documents of Title relating to Land

The Chargor shall upon the execution of this Deed or any Deed of Accession (or, if later, upon receipt or entitlement thereof), deposit with the Lender and the Lender during the continuance of this security shall be entitled to hold all deeds, certificates and other documents of title relating to Land and the Insurances.

5.3 Shares

The Chargors shall upon the execution of this Deed or any Deed of Accession (or, if later, promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares) and upon the acquisition by any Chargor of any interest in any Shares deliver (or procure delivery) to the Lender of:

5.3.1 all stock and share certificates and other documents of or evidencing title to the Shares;

5.3.2 signed and undated transfers (or other instruments of transfer) in respect of the Shares, completed in blank on behalf of the applicable Chargor and, if the Lender so requires, pre-stamped; and

5.3.3 any other documents which the Lender may from time to time require for perfecting its title, or the title of any purchaser, in respect of the Shares,

all of which the Lender is entitled to hold at the expense and risk of the Chargors.

5.4 Securities

As soon as any Securities are registered in, or transferred into the name of, a Chargor, or held by or in the name of the Lender or a nominee (and in any event as soon as the Lender so requests), such Chargor shall deposit with the Lender, in respect of or in connection with those Securities:

- 5.4.1 all stock and share certificates and other documents of or evidencing title to the Securities;
- 5.4.2 signed and undated transfers (or other instruments of transfer) in respect of the Securities, completed in blank on behalf of the applicable Chargor and, if the Lender so requires, pre-stamped; and
- 5.4.3 any other documents which the Lender may from time to time require for perfecting its title, or the title of any purchaser, in respect of the Securities,

all of which the Lender is entitled to hold at the expense and risk of the Chargors.

5.5 Application to the Land Registry

Each Chargor and the Lender shall apply to the Land Registry for the following to be entered into on the register of the title to any Land now or in the future owned by any Chargor:-

- 5.5.1 a restriction in the following terms:-

"No disposition of the registered estate by the proprietor of the registered estate [or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction,] is to be registered without a written consent signed by the proprietor for the time being of the charge dated *[insert date of charge]* in favour of *[insert name of Lender]* referred to in the charges register (Form P)".

- 5.5.2 a notice that the Lender is under an obligation to make further advances on the terms and subject to the conditions of any Finance Documents and the security created by the charge dated *[insert date]* in favour of *[insert name of Lender]* has been created for the purpose of securing such further advances.

6. FURTHER ASSURANCE

6.1 General

Each Chargor shall, at its own expense, at any time when required by the Lender, execute and deliver to the Lender:-

- 6.1.1 a valid legal mortgage of any Land now or in the future owned by a Chargor;
- 6.1.2 a fixed charge over any interest, not capable of being charged by way of legal mortgage, in any Land now or in the future belonging to a Chargor;
- 6.1.3 a legal assignment or other fixed Security over all or any of the Charged Property;
- 6.1.4 where any of its assets are situated outside England and Wales, such fixed security (or such security in that jurisdiction most closely akin to fixed

security) under the law of the place where the asset is situated as the Lender may require; and

- 6.1.5 a notice to any third party of any of the charges or assignments created by or pursuant to this Deed,

in each case, in the Lender's standard form or such other form as the Lender may require.

6.2 Other acts

Without prejudice to Clause 6.1 (*General*), each Chargor shall, at its own expense, at any time when required by the Lender, do and concur in all acts or things as the Lender may reasonably deem necessary or desirable for the purpose of the creation, perfection, protection or maintenance of any of the Security intended to be created by this Deed over all or any of the Charged Property or to facilitate the enforcement of that Security, or the exercise of any powers or discretions intended to be vested in the Lender or any Receiver by this Deed.

7. COVENANTS

7.1 Negative Pledge

Each Chargor undertakes that it shall not, at any time during the subsistence of this Deed, create or permit to subsist any Security over all or any part of the Charged Property, except as expressly permitted under the terms of the Finance Documents.

7.2 Disposals

Each Chargor undertakes that it shall not (and shall not agree to) at any time during the subsistence of this Deed, except as expressly permitted under the terms of the Finance Documents, sell, transfer, assign, lease or hire out, factor, discount, licence, lend, part with its interest in or otherwise dispose of any of the Charged Property or permit the same to occur, or agree to do any of the foregoing, provided that, until:-

- 7.2.1 the floating charge created by Clause 3.2 (*Floating Charge*) is converted into a fixed charge; or

- 7.2.2 the occurrence of the Enforcement Date,

each Chargor may hold, enjoy and deal with, in accordance with the Finance Documents, the Charged Property which is not at the relevant time expressed to be subject to a fixed charge or mortgage.

7.3 Further assurance

Each Chargor shall, from time to time and at its own expense, promptly do whatever the Lender requires to:-

- 7.3.1 give effect to the requirements of this Deed;
- 7.3.2 perfect, preserve or protect the Security created or expressed to be created by this Deed, or its priority; or
- 7.3.3 once the Security created by this Deed has become enforceable, facilitate the realisation of the Charged Property or the exercise of any rights vested in the Lender or any Receiver by this Deed or by law,

including executing any transfer, conveyance, charge, assignment or assurance of or in respect of the Charged Property (whether to the Lender or its nominees or

otherwise), making any registration and giving any notice, order or direction. The obligations of the Chargors under this Clause 7.3 are in addition to the covenants for further assurance deemed to be included by virtue of the Law of Property (Miscellaneous Provisions) Act 1994.

7.4 Land

Each Chargor shall promptly notify the Lender in writing if it intends to acquire any estate or interest in Land and shall promptly on request by the Lender (at the cost of that Chargor) execute a legal mortgage in favour of the Lender of that property in any form which the Lender may require. If the title to any such estate or interest is registered (or required to be registered) at the Land Registry, the relevant Chargor will procure the registration of the legal mortgage at the Land Registry.

7.5 Payments without deduction

Each Chargor covenants with the Lender that all payments to be made by it under this Deed shall be calculated and made without (and free and clear of any deduction for) set-off or counterclaim.

8. SHARES AND SECURITIES

8.1 Shares: before the Enforcement Date

Prior to the Enforcement Date, each Chargor shall:-

- 8.1.1 be entitled to receive and retain all dividends, interest and other moneys arising from the Shares into an Account;
- 8.1.2 exercise all voting rights in relation to the Shares for any purpose not inconsistent with the terms of the Finance Documents;
- 8.1.3 promptly upon receipt, forward to the Lender copies of all notices and other communications received in connection with the Shares;
- 8.1.4 promptly comply with (and copy to the Lender) all requests for information which is within its knowledge and which are made under section 793 of the Companies Act 2006 or any similar provision in any articles of association or other constitutional documents relating to any Shares; and
- 8.1.5 comply with all other conditions and obligations assumed by it in respect of any of the Shares where failure to do so could adversely effect the interests of the Lender.

8.2 Shares: after the Enforcement Date

After the Enforcement Date, the Lender may at its discretion (in the name of any Chargor or otherwise and without any further consent or authority from any Chargor):-

- 8.2.1 exercise (or refrain from exercising) any voting rights in respect of the Shares;
- 8.2.2 apply all dividends, interest and other moneys arising from the Shares in repayment of the Secured Liabilities;
- 8.2.3 transfer the Shares into its name or the name of its nominee(s); and
- 8.2.4 exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares, including the

right, in relation to any company whose shares or other securities are included in the Charged Property, to concur or participate in:-

- (a) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence of such reconstruction, amalgamation, sale or other disposal);
- (b) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and
- (c) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

In each case in such manner and on such terms as the Lender may think fit, and the proceeds of any such action shall form part of the Charged Property.

8.3 Securities and Shares: payment of calls

The Chargors shall pay when due all calls or other payments which may be or become due in respect of any of the Securities and Shares which are not fully paid (unless reasonably contested), and in any case of default by any Chargor in such payment, the Lender may, if it thinks fit, make such payment on behalf of such Chargor in which case any sums paid by the Lender shall be reimbursed by the Chargor to the Lender on demand and shall carry interest from the date of payment by the Lender until reimbursed at the rate notified to the Chargor by the Lender.

8.4 Securities: exercise of rights

The Chargors shall not exercise any of their respective rights and powers in relation to any of the Securities in any manner which, in the opinion of the Lender, would prejudice the effectiveness of, or the ability of the Lender to realise, the Security created by or pursuant to this Deed.

8.5 Securities: After Enforcement Date

After the occurrence of the Enforcement Date, the Lender may at its discretion (in the name of the Chargor or otherwise and without any further consent or authority from the Chargor):-

- 8.5.1 exercise (or refrain from exercising) any voting rights in respect of the Securities;
- 8.5.2 apply all dividends, interest and other monies arising from the Securities in accordance with Clause 16 (*Application of Moneys*);
- 8.5.3 transfer the Securities into the name of such nominee(s) of the Lender as it shall require; and
- 8.5.4 exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Securities,

In each case, in such manner and on such terms as the Lender may think fit and the proceeds of any such action shall form part of the Charged Property.

8.6 Securities: Payment of Calls

The Chargor shall pay when due all calls or other payments which may be or become due in respect of any of the Securities which are not fully paid (unless reasonably contested), and in any case of default by the Chargor in such payment, the Lender may, if it thinks fit, make such payment on behalf of the Chargor in which case any sums paid by the Lender shall be reimbursed by the Chargor to the Lender on demand and shall carry interest from the date of payment by the Lender until reimbursed at the rate notified to the Chargor by the Lender.

8.7 Securities: Exercise of Rights

The Chargor shall not exercise any of its respective rights and powers in relation to any of the Securities in any manner which, in the opinion of the Lender, would prejudice the effectiveness of, or the ability of the Lender to realise, the security created by or pursuant to this Deed.

9. ACCOUNTS

9.1 Accounts: Notification and Variation

Each Chargor, during the subsistence of this Deed:-

9.1.1 shall promptly deliver to the Lender on the date of this Deed (and, if any change occurs after the date of this Deed, on that date or if a Chargor accedes to this Deed, on the date of any Deed of Accession), details of each Account maintained by it with any bank or financial institution (other than with the Lender); and

9.1.2 shall not, without the Lender's prior written consent, permit or agree to any variation of the rights attaching to any Account or close any Account unless such account closure is notified in advance to the Lender.

9.2 Accounts: Operation Before Enforcement Date

Each Chargor shall, prior to the occurrence of the Enforcement Date, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account.

9.3 Accounts: Operation After Enforcement Date

After the occurrence of the Enforcement Date, the Chargor shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior consent of the Lender.

9.4 Accounts: Application of Moneys

The Lender shall, upon the occurrence of the Enforcement Date, be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Liabilities.

10. MONETARY CLAIMS

10.1 No dealing with Monetary Claims

No Chargor shall at any time during the subsistence of this Deed, without the prior written consent of the Lender or as permitted pursuant to the terms of the Finance Documents, sell, factor, discount, transfer, assign, lend or otherwise dispose of any of the Monetary Claims or enter into any agreement to do any of the foregoing.

10.2 Proceeds of Monetary Claims

Each Chargor shall get in and realise the Monetary Claims in the ordinary course of business and pay the proceeds of those Monetary Claims into an Account.

11. INSURANCES

11.1 Insurances: Undertakings

Each Chargor shall at all times during the subsistence of this Deed:-

11.1.1 keep the Charged Property insured with those Insurances normally maintained by prudent companies carrying on a similar business and with an insurance office or underwriters to be approved by the Lender in writing from time to time and otherwise in accordance with the terms of the Finance Documents;

11.1.2 if required by the Lender, cause each Insurance relating to the Charged Property to contain (in form and substance satisfactory to the Lender) an endorsement naming the Lender as sole loss payee in respect of all claims;

11.1.3 promptly pay all premiums and other moneys payable under all its Insurances or procure that such is done and, promptly upon request, produce to the Lender a copy of each policy and evidence (acceptable to the Lender) of the payment of such sums (or procure that such is done) and not do or omit to do or permit or suffer to be done or omitted to be done, anything which might render any Insurance required by this clause void, voidable or unenforceable; and

11.1.4 if required by the Lender, provide a copy of all Insurances relating to the Charged Property to the Lender.

11.2 Insurance: Default

If any Chargor defaults in complying with Clause 11.1 (*Insurance: Undertakings*), the Lender may effect or renew any such Insurance on such terms, in such name(s) and in such amount(s) as it considers appropriate, and all moneys expended by the Lender in doing so shall be reimbursed by the relevant Chargor to the Lender on demand and shall carry interest from the date of payment by the Lender until reimbursed at the rate specified in Clause 2 (*Covenant to Pay*).

11.3 Application of Insurance Proceeds

All moneys received under any Insurance relating to the Charged Property shall, prior to the occurrence of the Enforcement Date, be applied in accordance with the terms of the Finance Documents. After the occurrence of the Enforcement Date, each Chargor shall hold such moneys upon trust for the Lender pending payment to the Lender for application in accordance with Clause 16 (*Application of Moneys*) and each Chargor waives any right it may have to require that any such moneys are applied in reinstatement of any part of the Charged Property.

12. LAND

Each Chargor shall (with the intent that this Clause 12 (*Land*) shall apply in relation to all Land now vested in a Chargor or acquired by a Chargor after the date of this Deed):-

12.1 Repair and Alterations

- 12.1.1 keep or cause to be kept all buildings and Fixtures from time to time on or in any of its Land and all other plant, machinery and equipment belonging to it in good and substantial repair and good working order;
- 12.1.2 not, without the prior written consent of the Lender, make or permit the making of any alteration or addition to any of its Land (other than internal non-structural alterations) or commit or permit any person to commit any waste upon or injure or in any manner or by any means lessen the value of its Land or sever or permit to be severed from any of its Land any Fixtures except for the purpose of replacing them as soon as practicable with others of equal or greater value; and
- 12.1.3 permit any authorised representative of the Lender at any time on reasonable prior notice to enter any of its Land for any purpose without becoming liable to account as a mortgagee in possession and to inspect and test any work being carried out and, where any breach of covenant, defect, disrepair or unauthorised alteration, improvement or addition shall be found, remedy all such breaches and execute all such repairs or removals as the Lender may require within 28 days after notice (or immediately, in case of emergency);

12.2 Statutes

- 12.2.1 comply with the provisions of all statutes and the requirement of any competent authority affecting any of its Land or the use of any of its Land or anything done on any Land; and
- 12.2.2 ensure that all consents and approvals under all statutes and the regulations and codes of practice of any competent authority affecting any of its Land have been obtained and are complied with, and produce on demand such evidence as the Lender may require to satisfy itself that such consents and approvals have been obtained and are complied with;

12.3 Leases

- 12.3.1 pay the rents and observe and perform all covenants, conditions, agreements or obligations on its part to be observed and performed contained in any lease under which any of its Land is held by a Chargor and any licence, consent or approval given under any lease, and use its best endeavours to enforce observance and performance of the lessor's covenants in any lease;
- 12.3.2 not accelerate or defer payment of any moneys payable under any such lease and where any lease contains a provision for the review of rent promptly notify the Lender of any attempt by the lessor to implement a review but not agree the reviewed rent or appoint or agree to the appointment of a third party to determine a rent review without the prior written consent of the Lender;
- 12.3.3 not to apply for any licence, consent or approval under any such lease or any superior lease without the prior written consent of the Lender; and
- 12.3.4 promptly give notice to the Lender if any Chargor receives notice under section 146 of the LPA or any proceedings are commenced for forfeiture of any such lease or any superior lease or the lessor or any superior lessor re-enters or attempts to re-enter thereunder and at the request of the Lender but at the cost of the relevant Chargor take such steps as the Lender may require in relation thereto;

12.4 Power of Leasing

not, without the prior written consent of the Lender, exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagors by common law or by statute or create or suffer to be created a tenancy of any description of any of its Land or confer or permit to be conferred upon any person any contractual licence, right or interest to occupy or use or grant any licence or permission to assign, underlet or part with possession of the whole or any part of its Land or agree to do any of the foregoing, and sections 99 and 100 of the LPA shall not apply to this Deed;

12.5 Compulsory Acquisition

not without the prior written consent of the Lender enter into any negotiations with any competent authority with regard to the compulsory acquisition of any of its Land or consent to the compulsory acquisition of any of its Land, and, if so requested by the Lender, permit the Lender or its authorised representatives to conduct such negotiations or to give such consent on any Chargors' behalf;

12.6 Outgoings

pay as and when the same become due all rates, taxes, duties, charges, assessments and other outgoings payable in respect of its Land; and

12.7 Encumbrances

comply with:-

12.7.1 all obligations, covenants, exceptions, reservations, licences, approvals, consents, stipulations, restrictions and conditions to which it is subject including, but without limitation, those relating to any of its Land or the use or enjoyment of any of its Land or imposed upon any Chargor as owner, occupier or user, as the case may be, of any of its Land; and

12.7.2 its obligations under any Security having priority to the Security created by or pursuant to this Deed.

13. DEMAND AND ENFORCEMENT

13.1 Enforcement

This Deed shall become enforceable in respect of and against each Chargor:-

13.1.1 upon any valid demand being made by the Lender under any Finance Document for payment of any of the Secured Liabilities by any Chargor;

13.1.2 upon any request being made by any Chargor to the Lender for the appointment of a Receiver or for the Lender to exercise any other power or right available to it;

13.1.3 upon the occurrence of any event causing, or purporting to cause, the floating charge created by this Deed to become fixed in relation to any Charged Property; or

13.1.4 upon the passing of any resolution, or the presentation of a petition, for winding up of any Chargor or the making of an application for an administration order in relation to a Chargor or the taking of any steps in relation to the appointment of an administrator of a Chargor.

13.2 Demand for payment

Any demand for payment, and any other notice to be given by the Lender under this Deed, shall be in writing and may be signed by any authorised signatory on behalf of the Lender, and may be made or given to any Chargor at any place of business of that Chargor, or the registered office of that Chargor:-

- 13.2.1 by delivering it to any such place; or
- 13.2.2 by sending it by first class post to any such place (in which case it shall be deemed received at 10.00am on the next Business Day after posting, and proof of posting shall be proof of delivery); or
- 13.2.3 by sending it by fax to any fax number of that Chargor (in which case it shall be deemed received when sent, and proof of sending shall be proof of receipt).

13.3 Powers on enforcement

At any time after this Deed has become enforceable, the Lender may (without prejudice to any other rights and remedies and without notice to the Chargors) do all or any of the following:-

- 13.3.1 exercise the power of sale under section 101 of the LPA together with all other powers and rights conferred on mortgagees by the LPA, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the LPA;
- 13.3.2 exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Charged Property, without the restrictions imposed by sections 99 and 100 of the LPA;
- 13.3.3 to the extent that any Charged Property constitutes "Financial Collateral" and this Debenture constitutes a "security financial collateral arrangement" each as defined in the Regulations, appropriate all or any part of the Charged Property in or towards satisfaction of the Secured Obligations (including transferring the title in and to it to the Lender insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18), the value of the property so appropriated being the amount standing to the credit of the relevant Account (where the property is the benefit of an Account) or, in any other case, such amount as the Lender shall determine in a commercially reasonable manner;
- 13.3.4 appoint one or more persons to be a Receiver or Receivers of all or any of the Charged Property; and
- 13.3.5 appoint an administrator of any Chargor.

13.4 Disposal of the Secured Assets

In exercising the powers referred to in Clause 13.3 (*Powers on enforcement*), the Lender or any Receiver may sell or dispose of all or any of the Charged Property at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

13.5 Same rights as Receiver

Any rights conferred by any Finance Document upon a Receiver may be exercised by the Lender, or to the extent permitted by law, an administrator, after the Security

created by this Debenture has become enforceable, whether or not the Lender shall have taken possession or appointed a Receiver of the Charged Property.

13.6 Delegation

The Lender may delegate in any manner to any person any rights exercisable by the Lender under any Finance Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Lender thinks fit.

14. RECEIVERS

14.1 Appointment

At any time after this Deed has become enforceable in respect of and against a Chargor, the Lender may appoint any person or persons to be a Receiver or Receivers of all or any part of the Charged Property of a Chargor charged under this Deed or an administrator of a Chargor. An appointment over part only of such Charged Property shall not preclude the Lender from making any subsequent appointment over any other part of such Charged Property.

14.2 Appointment in writing

The appointment of a Receiver shall be in writing, and may be signed by any authorised signatory on behalf of the Lender. Where more than one person is acting at any time as Receiver, they shall have power to act severally as well as jointly.

14.3 Remuneration

The Lender may from time to time determine the remuneration of the Receiver (which shall not be subject to the limit in section 109(6) of the LPA) and may (subject to the application of section 45 of the Insolvency Act 1986) remove any person from office in relation to all or any part of the Charged Property of which he is the Receiver and at any time appoint a further or other Receiver or Receivers over all or any part of such Charged Property.

14.4 Powers

Every Receiver shall have and be entitled to exercise all the powers:-

- 14.4.1 of the Lender under this Debenture;
- 14.4.2 conferred by the LPA on mortgagees in possession and on receivers appointed under the LPA (in each case as extended by this Debenture);
- 14.4.3 in relation to, and to the extent applicable to, the Charged Property or any of them, of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an administrative receiver;
- 14.4.4 in relation to any Charged Property, which he would have if he were its only beneficial owner; and
- 14.4.5 to do all things incidental or conducive to any functions, powers, authorities or discretions conferred or vested in the Receiver.

14.5 Receiver as agent

The Receiver shall be the agent of the relevant Chargor (which shall be solely liable for his acts, defaults, remuneration, losses and liabilities) unless and until such Chargor goes into liquidation, from which time he shall act as principal and shall not become the agent of the Lender.

14.6 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any Instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Deed.

14.7 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by the Lender and the maximum rate specified in section 109(6) of the LPA shall not apply.

15. POWER OF ATTORNEY

15.1 Appointment

Each Chargor hereby irrevocably and by way of security appoints:-

15.1.1 the Lender (whether or not a Receiver has been appointed); and also

15.1.2 (as a separate appointment) each Receiver,

severally as the attorney and attorneys of the relevant Chargor with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of the relevant Chargor, which that Chargor could be required to do or execute under any provision of this Deed, or which the Lender in its sole opinion may consider necessary or desirable for perfecting the Lender's title to any of the Charged Property of the relevant Chargor or enabling the Lender or the Receiver to exercise any of its or his rights or powers under this Deed.

15.2 Ratification

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney as is mentioned in Clause 15.1 (*Appointment*) shall do or purport to do in the exercise or purported exercise of all or any of the powers, acts or other matters referred to in Clause 15.1 (*Appointment*).

16. APPLICATION OF MONEYS

16.1 Application of moneys

All sums received by virtue of this Deed by the Lender or the Receiver shall, subject to the payment of any claim having priority to this Deed, be paid or applied in the following order of priority:-

16.1.1 first, in or towards satisfaction of all costs, charges and expenses incurred and payments made by the Lender, or the Receiver (including, without limitation, legal expenses) and of the remuneration of the Receiver;

16.1.2 secondly, in or towards payment of the Secured Liabilities in such order as the Lender may at its discretion require; and

16.1.3 thirdly, as to the surplus (if any), to the person or persons entitled to such surplus,

and section 109(6) of the LPA shall not apply.

17. CONSOLIDATION

17.1 Combination of accounts

In addition to any general lien, right to combine accounts, right of set-off or other right which it may at any time have, the Lender shall have the right at any time or times after this Deed has become enforceable, without notice to the relevant Chargor, to combine or consolidate all or any accounts which it then has in relation to the Chargor (in whatever name) and any Secured Liabilities owed by that Chargor to the Lender, and/or to set-off or transfer any amounts standing to the credit of one or more accounts of the relevant Chargor in or towards satisfaction of any Secured Liabilities owed to the Lender on any other account or otherwise.

17.2 Application

The Lender's rights under Clause 17.1 apply:-

17.2.1 whether or not any demand has been made under this Deed, or any liability concerned has fallen due for payment;

17.2.2 whether or not any credit balance is immediately available or subject to any restriction;

17.2.3 irrespective of the currencies in which any balance or liability is denominated, and the Lender may for the purpose of exercising its right elect to convert any sum or liability in one currency into any other at its spot rate applying at or about 11.00am on the date of conversion; and

17.2.4 In respect of any Secured Liabilities owed by the relevant Chargor, whether owed solely or jointly, certainly or contingently, presently or in the future, as principal or surety, and howsoever arising.

18. PROTECTION OF THIRD PARTIES

18.1 Statutory powers

In favour of any purchaser, the statutory powers of sale and of appointing a Receiver which are conferred upon the Lender, as varied and extended by this Deed, and all other powers of the Lender, shall be deemed to arise (and the Secured Liabilities shall be deemed due and payable for that purpose) immediately after the execution of this Deed.

18.2 Purchasers

No purchaser from or other person dealing with the Lender, any person to whom it has delegated any of its powers, or the Receiver shall be concerned to enquire whether any of the powers which they have exercised has arisen or become exercisable, or whether the Secured Liabilities remain outstanding or whether any event has happened to authorise the Receiver to act or as to the propriety or validity of the exercise of any such power, and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters.

18.3 Receipts

The receipt of the Lender or the Receiver shall be an absolute and conclusive discharge to a purchaser or any other person dealing with the Lender.

19. PROTECTION OF THE LENDER AND ANY RECEIVER

19.1 No liability

The Lender and any Receiver shall not be liable in respect of any loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise any of their respective powers under this Deed.

19.2 Not mortgagee in possession

Without prejudice to any other provision of this Deed, entry into possession of any Charged Property shall not render the Lender or the Receiver liable:-

19.2.1 to account as mortgagee in possession;

19.2.2 for any loss on realisation; or

19.2.3 for any default or omission for which a mortgagee in possession might be liable,

and if and whenever the Lender or the Receiver enters into possession of any Charged Property it shall be entitled at any time it or he thinks fit to go out of such possession.

19.3 Indemnity

Each Chargor shall indemnify and keep indemnified the Lender, every Receiver, and any person who acts as the servant, agent, delegate or attorney of any of them, against all claims, costs, expenses and liabilities which they may suffer or incur arising in any way out of the taking or holding of this Deed, the exercise or purported exercise of any right, power, authority or discretion given by it, or any other act or omission in relation to this Deed or the Charged Property.

19.4 Currency protection

If any amount due to be paid to the Lender is, for any reason, paid in a currency (the "currency of payment") other than the currency in which it was expressed to be payable (the "contractual currency"), the Lender may wherever it thinks fit apply the amount of the currency of payment received by it in the purchase, in accordance with its normal practice, of the contractual currency, and if this results in any shortfall below the amount due in the contractual currency, after deducting all taxes, costs and commissions payable in connection with that purchase, each Chargor shall indemnify the Lender against the amount of the shortfall.

19.5 Continuing protection

The provisions of this Clause 19 shall continue in full force and effect notwithstanding any release or discharge of this Deed, or the discharge of any Receiver from office.

20. PROVISIONS RELATING TO THE LENDER

20.1 Powers and discretions

The rights, powers and discretions given to the Lender in this Deed:-

20.1.1 may be exercised as often as, and in such manner as, the Lender thinks fit;

20.1.2 are cumulative, and are not exclusive of any of its rights under the general law; and

20.1.3 may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right, is not a waiver of it.

20.2 Certificates

A certificate by an authorised officer of the Lender as to any sums payable to the Lender under this Deed shall (save in the case of manifest error) be conclusive and binding upon the Chargors for all purposes.

20.3 Assignment

The Lender may assign this Deed to any successor in title to any of the Secured Liabilities and the Lender may disclose any information in its possession relating to the Chargors, their affairs or the Secured Liabilities to any actual or prospective assignee.

20.4 Delegation

The Lender may at any time and from time to time delegate by power of attorney or in any other manner to any person or persons all or any of the rights, powers and discretions which are for the time being exercisable by it under this Deed.

20.5 Trusts

The perpetuity period for any other constituted by this Deed shall be 125 years.

21. PRESERVATION OF SECURITY

21.1 Continuing Security

This Deed shall be a continuing security to the Lender and shall remain in force until expressly discharged in writing by the Lender notwithstanding any intermediate settlement of account or other matter or thing whatsoever and shall be without prejudice and in addition to any other right, remedy or Security of any kind which the Lender may have now or at any time in the future for or in respect of any of the Secured Liabilities.

21.2 No Merger

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

21.3 Waiver of Defences

Neither the Security created by this Deed nor the obligations of the Chargors under this Deed will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it or the Lender) including:-

- 21.3.1 any time, waiver or consent granted to, or composition with, any Chargor or other person;
- 21.3.2 the release of any Chargor or any other person under the terms of any composition or arrangement with any person;
- 21.3.3 the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of 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;

21.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor or any other person;

21.3.5 any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Finance Document or any other document or Security;

21.3.6 any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Finance Document or any other document; or

21.3.7 an insolvency, liquidation, administration or similar procedure.

21.4 Order of Recourse

This Deed may be enforced against the Chargors without the Lender first having recourse to any other right, remedy, guarantee or Security held by or available to any of them.

21.5 Suspense Accounts

The Lender may, without prejudice to any other rights it may have, at any time and from time to time place (and keep for such time as it may think prudent) any moneys received, recovered or realised under or by virtue of this Deed on a separate or suspense account to the credit either of any Chargor or, at the sole discretion of the Lender if any Enforcement Action has been taken, of the Lender as the Lender shall think fit without any intermediate obligation on the Lender's part to apply the same or any part of it in or towards the discharge of the Secured Liabilities.

21.6 New Accounts

If the Lender receives notice of any subsequent charge or other security interest affecting any of the Charged Property, the Lender shall be entitled to close the Chargors' then current account or accounts and to open a new account or accounts for each relevant Chargor. If the Lender does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice, and as from that time all payments made for the credit of each Chargor shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from each Chargor to the Lender at the time when it received such notice.

21.7 Tackling

For the purposes of section 94(1) of the LPA and section 49(3) of the Land Registration Act 2002 the Lender confirms that it shall make further advances to each Chargor on the terms and subject to the conditions of the Finance Documents.

21.8 Reinstatement

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

21.8.1 the liability of that Chargor and the Security created by this Deed shall continue as if the payment, discharge, avoidance or reduction had not occurred; and

21.8.2 the Lender shall be entitled to recover the value or amount of that Security or payment from that Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

22. RELEASE

22.1 Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities, the Lender shall, or shall procure that its appointees will, at the request and cost of the Chargors:-

22.1.1 release the Charged Property from this Deed; and

22.1.2 re-assign the Charged Property that has been assigned to the Lender under this Deed.

22.2 Section 93 of the LPA dealing with the consolidation of mortgages shall not apply to this Deed.

23. MISCELLANEOUS PROVISIONS

23.1 Severability

If any provision of this Deed is illegal, invalid or unenforceable in any jurisdiction, that shall not affect:-

23.1.1 the validity or enforceability of any other provision, in any jurisdiction; or

23.1.2 the validity or enforceability of that particular provision, in any other jurisdiction.

23.2 Costs, charges and expenses

All costs, charges and expenses incurred or paid by the Lender or by the Receiver in the exercise of any power or right given by this Deed or in relation to any consent requested by a Chargor, or in perfecting or otherwise in connection with this Deed, the other Finance Documents or the Charged Property, all sums recoverable under Clause 19 (*Protection of the Lender and any Receiver*) and all costs of the Lender (on an indemnity basis) of all proceedings for the enforcement of this Deed or for obtaining payment of moneys by this Deed secured, shall be recoverable from the Chargors as debts, may be debited by the Lender at any time to any account of any Chargor and shall bear interest until payment at the rate or rates applicable to the account to which they are debited, or, if there is no such rate, at 1 per cent. over the Lender's base rate.

23.3 Joint and separate liability

Unless the context otherwise requires, all covenants, agreements, representations and warranties on the part of the Chargors contained in this Deed are given by them jointly and separately and shall be construed accordingly.

23.4 Deeds of Accession

23.4.1 The Parent and each of the Chargors shall procure that each company which is required by the Lender to accede to this Deed shall, within any timeframe allotted by the Finance Documents, execute and deliver a Deed of Accession.

23.4.2 Each of the parties agrees that:

- (a) each Deed of Accession shall be supplemental to this Deed and be binding on and enure to the benefit of all the parties to this Deed;
- (b) the execution of any Deed of Accession will not prejudice or affect the Security granted by each other Chargor under (and the covenants given by each of them in) this Deed or any previous Deed of Accession and that this Deed shall remain in full force and effect as supplemented by any such Deed of Accession; and
- (c) the property and assets mortgaged, charged or assigned to the Lender (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to any Deed of Accession shall form part of the Charged Property and references in this Deed to the Security created by or pursuant to the Deed will be deemed to include the Security created by or pursuant to any Deed of Accession.

23.5 Contracts (Rights of Third Parties) Act 1999

The Lender, any Receiver and their respective officers, employees and agents may enforce any term of this Deed which purports to confer a benefit on that person, but no other person who is not a party to this Deed has any right under the Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Act") to enforce or to enjoy the benefit of any term of this Deed.

23.6 Counterparts

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

24. NOTICES

24.1 Communications in Writing

Each communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, shall be made by fax or letter.

24.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) for any communication or document to be made or delivered under or in connection with this Deed is:-

24.2.1 in the case of each Chargor, that identified with its name below;

24.2.2 in the case of the Lender, that identified with its name below,

or any substitute address, fax number, or department or officer as each Chargor may notify to the Lender (or the Lender may notify to the Chargors, if a change is made by the Lender) by not less than five Business Days' notice.

24.3 Delivery

24.3.1 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:-

- (a) if by way of fax, when received in legible form; or

- (b) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 24.2 (*Addresses*) of this Deeds if addressed to that department or officer.

- 24.3.2 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose).

24.4 English language

- 24.4.1 Any notice given under or in connection with this Deed must be in English.

- 24.4.2 All other documents provided under or in connection with this Deed must be:-

- (a) in English; or
- (b) if not in English, and if so required by the Lender or Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

25. GOVERNING LAW

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

EXECUTED AND DELIVERED AS A DEED by each Chargor and executed by the Lender on the date set out at the beginning of this Deed.

SCHEDULE 1
THE CHARGORS

Company name	No	Address for service and fax number
TSWG Limited	11450828	4 Abbey Wood Road, Kings Hill, West Malling, Kent ME19 4AR
The Specialist Works Limited	04604217	4 Abbey Wood Road, Kings Hill, West Malling, Kent ME19 4AR
Transactional Media Limited	03576396	4 Abbey Wood Road, Kings Hill, West Malling, Kent ME19 4AR

SCHEDULE 2

None at the Date of this Deed.

SCHEDULE 3
DETAILS OF SHARES

Name of Company	Description and Number of Shares	Name of Shareholder
The Specialist Works Limited	1,644,001 Ordinary shares of 1p each 228,102 A Ordinary shares of 1p each	TSWG Limited
Transactional Media Limited	12,750 A Ordinary shares of 10p 4,908 B Ordinary shares of 10p	The Specialist Works Limited

SCHEDULE 4

DEED OF ACCESSION

THIS DEED is made on []

BETWEEN:-

- (1) [] (the "New Chargor"), a company Incorporated in England or Wales whose registered office is at [];
- (2) [] (the "Parent") for itself and as agent for and on behalf of each of the other Chargors (as defined in the Debenture referred to below); and
- (3) SANTANDER UK PLC as the Lender.

INTRODUCTION

- (A) The New Chargor is, or will on the date of this Deed become, a [wholly-owned] [Subsidiary of the []].
- (B) This Deed is supplemental to a deed dated [] (as supplemented and amended from time to time, the "Debenture") between, among others, the Parent, each of the companies named in the Debenture as Chargors, and HSBC Bank plc.
- (C) The New Chargor at the request of the Parent and in consideration of the Lender making or continuing to make facilities available to the Parent or any other member of its group has agreed to enter into this Deed and become a Chargor under the Debenture.

IT IS AGREED as follows:-

26. DEFINITIONS AND INTERPRETATION

- 26.1 Terms defined in the Debenture have the same meaning in this Deed.
- 26.2 The principles of interpretation set out in Clause 1 of the Debenture apply to this Deed insofar as they are relevant to it, as they apply to the Debenture.

27. ACCESSION

The New Chargor agrees to become a party to and to be bound by the terms of the Debenture with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party to it as a Chargor.

28. SECURITY

The New Chargor mortgages, charges and assigns to the Lender all its business, undertaking and assets on the terms of Clause 3 of the Debenture, provided that:-

- 28.1 [the Land charged by way of legal mortgage shall be the Land referred to in Schedule 1 (Land);] and
- 28.2 [the Shares mortgaged or (if or to the extent that the mortgage does not take effect as a mortgage) charged shall include the Shares referred to in Schedule 2 (Shares).]

29. **CONSENT OF EXISTING CHARGORS**

The Parent by its execution of this Deed confirms the consent of the existing Chargors to the terms of this Deed and their agreement that this Deed will in no way prejudice or affect their obligations under, or the covenants they have given, or the Security created by, the Debenture.

30. **EFFECT ON DEBENTURE**

30.1 The Debenture and this Deed shall be read and construed as one document so that references in the Debenture to "this Deed", "herein", and similar phrases will be deemed to include this Deed.

30.2 For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of the New Chargor mortgaged, charged or assigned to the Lender (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Charged Property and references in the Debenture to the Security created by or pursuant to the Debenture will be deemed to include the Security created by or pursuant to this Deed.

31. **GOVERNING LAW**

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

EXECUTED AS A DEED AND DELIVERED on the date set out at the beginning of this Deed.

SCHEDULE 5

FORM OF NOTICE OF CHARGE OF INSURANCE

To be printed on the headed notepaper of the relevant Chargor

To: [Insert name and address of relevant insurer]

Date: []

Dear Sirs,

**[DESCRIPTION OF RELEVANT INSURANCE POLIC[Y][IES] INCLUDING POLICY NUMBER]
(THE "POLIC[Y][IES]") [refer to an attached schedule if there are a number of policies]**

1. We give you notice that we have entered into a debenture dated [] in favour of Santander UK plc (the "Lender") (the "Debenture").
2. We give you notice that, pursuant to the terms of the Debenture, we have charged by way of fixed charge to the Lender all of our rights, title, interest and benefits in to or in respect of the Polic[y][ies] including the benefit of all claims and returns of premiums in respect thereof to which we are or may at any time become entitled.
3. You should continue to deal with us in relation to the Policy until such time as you receive any further notice from the Lender.
4. By countersigning this letter, you confirm that you have not received notice of any previous assignments or charges of or over any of the rights, title and interests and benefits referred to in this notice.
5. This notice, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice and your acknowledgement of the matters and instructions set out above within [5] days of receipt by signing, dating and returning the enclosed copy of this letter directly to the Lender at [] marked for the attention of [].

Yours faithfully,

for and on behalf of
[PARENT/CHARGOR]

Acknowledged:

.....
For and on behalf of

[Name of Insurer]

SCHEDULE 6

FORM OF NOTICE OF CHARGE: ACCOUNTS

To be printed on the headed notepaper of the relevant Chargor

To: [Insert name and address of relevant account bank]

Date: []

Dear Sirs,

1. We give you notice that we have entered into a debenture dated [] in favour of Santander UK plc (the "Lender") (the "Debenture").
2. We refer to the following bank account[s] which we hold with you (and any replacement account or subdivision or subaccount of [that][each] account) (the "Account[s]");

Account holder	Account name	Account number	Sort code

3. We give you notice that, pursuant to the terms of the Debenture, we have charged by way of fixed charge to the Lender all of our rights, title and interest from time to time in the Account[s] including, without limitation all money at any time standing to the credit of the Account[s] (whether in sterling or any other currency and whether in addition to or by way of renewal or replacement for any sums previously deposited or otherwise) together with all interest accruing from time to time in respect of such money.
4. You should continue to deal with us in relation to the Account(s) until such time as you receive any further notice from the Lender.
5. By countersigning this letter, you confirm that you have not received notice of any previous assignments of, charges over or trusts in respect of, the Account[s].
6. This notice, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice and your acknowledgement of the matters and instructions set out above within [5] days of receipt by signing, dating and returning the enclosed copy of this letter directly to the Security Agent at [] marked for the attention of [].

Yours faithfully,

for and on behalf of
[PARENT/CHARGOR]

Acknowledged:

.....

For and on behalf of

[Name of account bank]

SIGNATURES TO THE DEED

The Chargors

EXECUTED (but not delivered until
the date hereof) AS A DEED by
TSWG LIMITED acting by:-

PARRY JONES AS DIRECTOR

IN THE PRESENCE OF

Director

ROSIE HAINES
SOLICITOR

Director/Secretary
West Sussex
Horsham
36-48 Queen Street
Premier House
pdt solicitors

EXECUTED (but not delivered until
the date hereof) AS A DEED by
THE SPECIALIST WORKS LIMITED
acting by:- PARRY JONES, A

DIRECTOR

Director

IN THE PRESENCE OF

ROSIE HAINES
SOLICITOR

Director/Secretary

West Sussex
Horsham
36-48 Queen Street
Premier House
pdt solicitors

EXECUTED (but not delivered until
the date hereof) AS A DEED by
TRANSACTIONAL MEDIA LIMITED
acting by:- PARRY JONES, A

DIRECTOR

Director

IN THE PRESENCE OF

ROSIE HAINES
SOLICITOR

Director/Secretary
West Sussex
Horsham
36-48 Queen Street
Premier House
pdt solicitors

The Lender

Signed by SANTANDER UK PLC
acting by

Full Name (Authorised Signatory)

Signature of Authorised Signatory

SIGNATURES TO THE DEED

The Chargors

EXECUTED (but not delivered until)
the date hereof) AS A DEED by)
TSWG LIMITED acting by:-)

Director

Director/Secretary

EXECUTED (but not delivered until)
the date hereof) AS A DEED by)
THE SPECIALIST WORKS LIMITED)
acting by:-

Director

Director/Secretary

EXECUTED (but not delivered until)
the date hereof) AS A DEED by)
TRANSACTIONAL MEDIA LIMITED)
acting by:-

Director

Director/Secretary

The Lender

Signed by SANTANDER UK PLC
acting by

NAVIN DABASIA.....
Full Name (Authorised Signatory)


Signature of Authorised Signatory

