

MR01

Particulars of a charge

213 / 000202

THURSDAY



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21/08/2014

#183

COMPANIES HOUSE

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the Web
Please go to www.companieshouse.gov.uk

☒ What this form is for
You may use this form to register
a charge created or evidenced by
an instrument

☒ What this form is NOT for
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. Do not send the original

1 Company details

Company number 05041905
Company name in full Think Finance (UK) Limited

3 For official use
Filling in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 15/08/2014

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Victory Park Management, LLC (as Collateral Agent)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature




Signature




X KATTEN MUCHIN ROSENMAN X
UK LLP


This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge

 Presenter information	
You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.	
Contact name	Joe Nwodo Ref 341307 75
Company name	Katten Muchin Rosenman UK LLP
Address	
125 Old Broad Street	
London	
Post town	
County/Region	
Postcode	E C 2 N 1 A R
Country	
DX	
Telephone	
020 7776 7620	
 Certificate	
We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.	
 Checklist	
We may return forms completed incorrectly or with information missing	
Please make sure you have remembered the following:	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included a certified copy of the instrument with this form	
<input type="checkbox"/> You have entered the date on which the charge was created	
<input type="checkbox"/> You have shown the names of persons entitled to the charge	
<input type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8	
<input type="checkbox"/> You have given a description in Section 4, if appropriate	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> You have enclosed the correct fee	
<input type="checkbox"/> Please do not send the original instrument, it must be a certified copy	

 Important information	
Please note that all information on this form will appear on the public record.	
 How to pay	
A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.	
Make cheques or postal orders payable to 'Companies House'	
 Where to send	
You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:	
For companies registered in England and Wales The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff	
For companies registered in Scotland The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)	
For companies registered in Northern Ireland The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG DX 481 N R Belfast 1	

 Further information	
For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk	
This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk	



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5041905

Charge code: 0504 1905 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th August 2014 and created by THINK FINANCE (UK) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st August 2014

POST.

Given at Companies House, Cardiff on 31st August 2014



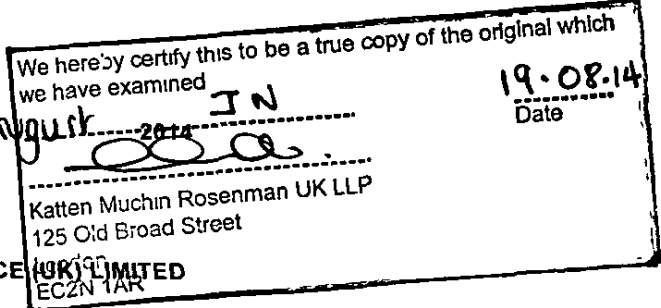
Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Execution Version

Dated 15 August 2014



and

VICTORY PARK MANAGEMENT, LLC as Collateral Agent

DEBENTURE



Katten

Katten Muchin Rosenman UK LLP
125 Old Broad Street
London
EC2N 1AR
Tel 020 7776 7620
Fax 020 7776 7621

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THIS DEED is dated 15 August 2014 and made between

- (1) **THINK FINANCE (UK) LIMITED**, a company incorporated in England and Wales with number 05041905 and whose registered office is at Fortress House, Skyliner Way, Bury St Edmunds, Suffolk IP32 7YA, United Kingdom (the "**Chargor**"), and
- (2) **Victory Park Management, LLC** as Collateral Agent for the Secured Parties (the "**Collateral Agent**")

The Chargor enters into this Deed in connection with the Financing Agreement(as defined below)

IT IS AGREED as follows

1 Definitions

Unless defined in this Deed, a term defined in the Financing Agreement has the same meaning in this Deed and in any notice given under or in connection with this Deed

In this Deed

"Account Bank" means each bank, financial institution or other person with whom an Account is maintained

"Accounts" means the Blocked Account(s), the Specified General Account(s) and all other accounts at any time owned or operated by the Chargor with any Account Bank as renumbered or redesignated from time to time, each replacement account or sub-account relating to any of them, all money from time to time standing to the credit of those accounts, all interest accruing in relation to them and the debt or debts represented by them

"Administrator" means any administrator appointed in respect of the Chargor whether by the Collateral Agent, a court or otherwise

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

"Available Balance" means that part of an amount maintained with CREST which, under the CREST rules, is under the control of the account holder

"Blocked Account(s)" means the account(s) the details of which are specified in Part 1 of Schedule 2 (Account Details) and all other Accounts in respect of which the Chargor has granted an assignment pursuant to Clause 4 5(a) (Accounts) and issued a notice pursuant to Clause 9 4 (Notice to Account Banks)

"Cash" means, at any time, cash denominated in any currency which is freely convertible in Sterling or US Dollars in hand or at bank and (in the latter case) credited to an account in the name of the Chargor with a bank or financial institution approved by the Collateral Agent and to which the Chargor is alone (or together with other Chargor(s)) beneficially entitled and for so long as

- (a) that cash is repayable on demand,
 - i repayment of that cash is not contingent on the prior discharge of any other indebtedness of any member of the Group or of any other person whatsoever or on the satisfaction of any other condition,
 - ii there is no Security over that cash except for Transaction Security or any Permitted Liens constituted by a netting or set-off arrangement entered into by members of the Group in the ordinary course of their banking arrangements, and
- (b) the cash is freely and immediately available to be applied in repayment or prepayment of the Secured Liabilities

"Chattels" means all plant, machinery, vehicles, tools, computers, equipment, furniture and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) and any renewals or replacements of them together with the benefit of all warranties, guarantees, maintenance contracts, consents and licences relating to them

"Contracts" means each of the contracts described in Schedule 3 (Contracts) and any other agreement designated in writing as a Contract by the Collateral Agent and the Chargor

"CREST" means the electronic settlement system for United Kingdom and Irish Securities operated by Euroclear UK & Ireland Limited or any successor system for the time being

"CREST Manual" means the document entitled "CREST Reference Manual" relating to the operation of CREST issued by Euroclear UK & Ireland Limited

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Collateral Agent and/or any Receiver (as appropriate)

"Discharge Date" means the date on which all the Secured Liabilities have been irrevocably discharged in full and no further Secured Liabilities are capable of arising

"Dividends" means all dividends and distributions of any kind, interest and any other income received or receivable in relation to any of the Shares

"Finance Party" means the Agent, the Collateral Agent, each of the Lenders and each of the Holders from time to time

"Financing Agreement" means the Financing Agreement originally dated 30 January 2014 as amended and restated on or about the date hereof and made between, amongst others, Elevate Credit, Inc (as Guarantor), Rise SPV, LLC (as US Term Note Borrower), Elevate Credit, Inc (as US Last Out Term Note Borrower), the Chargor (as UK Borrower), the Collateral Agent, the Agent and the Lenders

"Group" means Elevate Credit, Inc, a Delaware corporation, and each of its subsidiaries from time to time

"Initial Shares" means those shares owned by the Chargor and described in Schedule 3 (Initial Shares)

"Intellectual Property" means

- (a) all patents, trade marks, service marks, designs, business and trade names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist) whether registered or unregistered, and
- (b) the benefit of all applications, licences and rights to use the assets listed in paragraph (a) above (which may now or in the future subsist),
and including, without limitation, the intellectual property rights (if any) specified in SCHEDULE 5 (*Intellectual Property*)

"Investments" means the Shares and Dividends

"Lease" means any lease, sub-lease, licence, tenancy, agreement for lease or any other agreement or right to occupy governing the use or occupation of any of the Real Property, whether on a fixed term or periodic basis

"Legal Mortgage" means a charge by way of legal mortgage granted by the Chargor in favour of the Collateral Agent and in the form of Schedule 7 (Form of Legal Mortgage) in respect of all or any part of the Real Property acquired by the Chargor after the date of this Deed

"LPA" means the Law of Property Act 1925

"Monetary Claims" means all book and other debts and monetary claims of any nature and however arising at any time owing to the Chargor or in which it has an interest and all proceeds of those debts and claims together with the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to the same

"Mortgaged Property" means any freehold, leasehold or immovable property specified in Schedule 2 (Mortgaged Property) and any freehold, leasehold or immovable property specified in the schedule to any Legal Mortgage

"Party" means a party to this Deed

"Payment" means in respect of any Secured Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Liabilities (or other liabilities or obligations)

"Planning Legislation" means any legislation regulating the development or use of land or the erection or demolition of buildings and other structures on such land and all orders, regulations and permissions made, issued or granted under such legislation

"Policies" means each of the insurance policies described in SCHEDULE 4 (Insurance Policies) and each other insurance policy taken out at any time by the Chargor or in respect of which it has an interest or a right to claim but excluding any third party liability or public liability insurance

"Quasi-Security" means an arrangement or a transaction whereby an Chargor shall

- (c) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Chargor or any other member of the Group,
- (d) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
- (e) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
- (f) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Indebtedness or of financing the acquisition of an asset

"Real Property" means

- (g) the Mortgaged Property,
- (h) any other freehold, leasehold or immovable property in which the Chargor has an interest, and
- (i) any buildings, erections, fixtures, fittings (including trade fittings and machinery) and fixed plant and machinery from time to time situated on or forming part of the property listed in paragraphs (a) above and (b) above

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Secured Assets

"Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226)

"Related Rights" means, as regards any Secured Asset, all present and future

- (j) money and proceeds of any nature paid or payable in relation to the Secured Asset, including sale proceeds and money paid by way of damages, award or judgment made in connection with that Secured Asset, and
- (k) all rights and assets of any nature attaching to, deriving from or exercisable as a result of the Chargor's interest in or ownership or operation of the Secured Asset

"Relevant Currency" means, in relation to each of the Secured Liabilities, the currency in which it is from time to time denominated

"Relevant Jurisdiction" means, in relation to the Chargor

- (l) its jurisdiction of incorporation,
- (m) any jurisdiction where any asset subject to or intended to be subject to the Transaction Security to be created by it is situated,
- (n) any jurisdiction where it conducts its business, and
- (o) the jurisdiction whose laws govern the perfection of any of the UK Security Documents entered into by it

"Secured Assets" means the rights, interests and assets from time to time subject, or expressed to be subject, to the Security created or expressed to be created by this Deed or any document entered into pursuant or supplemental to this Deed (including but not limited to any Legal Mortgage)

"Secured Liabilities" means all present and future liabilities and obligations, including the Obligations (so far as they relate to the UK Term Notes), at any time of the Chargor to any Finance Party under the UK Term Notes, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations

- (i) any refinancing, novation, deferral or extension,
- (ii) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition, and
- (iii) any claim for damages or restitution,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings

"Secured Party" means each Finance Party from time to time and any Receiver or Delegate

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

"Settlement System" means CREST or any other electronic settlement system

"Shares" means

- (p) the Initial Shares and all shares, stocks, debentures, bonds, warrants, coupons, interests in collective investment schemes and all other securities and investments of any kind whatsoever (whether in certificated or uncertificated form) at any time owned by the Chargor or in which it has an interest,

- (q) shares, stocks, debentures, bonds, warrants, coupons, securities, investments, money or other assets arising by way of conversion, exchange, substitution, rights issue, redemption, bonus, preference, option or otherwise in relation to any of the assets referred to in paragraph (a) above,
- (r) rights to subscribe for, purchase or otherwise acquire any of the assets referred to in paragraph (a) above through options, warrants or otherwise, and
- (s) rights relating to any of the assets referred to in paragraph (a) above which are deposited with or registered in the name of any depository, custodian, nominee, clearing house or investment manager or similar person whether on a fungible basis or otherwise and including all rights against that person and where any of the assets referred to in paragraph (a) above are held in a Settlement System
 - (i) rights of any kind against that Settlement System, including (without limitation) any rights which the Chargor may have (A) under any agreement with that Settlement System or its operator and/or (B) to require delivery by that Settlement System of any of those assets to, or to the order of, the Chargor, and
 - (ii) rights of any kind against a custodian in respect of any of those assets held in that custodian's account with a Settlement System including (without limitation) any rights which the Chargor may have (A) under any agreement with that custodian relating to the use of that account and/or (B) to require delivery by that custodian of any of those assets to, or to the order of, the Chargor

"Specified General Accounts" means the account(s) the details of which are specified in Part 2 of Schedule 2 (Specified General Account Details)

"Taxes" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or delay in paying any of the same)

"Transaction Security" means Security created or expressed to be created in favour of the Collateral Agent pursuant to the UK Security Documents

2 Construction

- (a) Unless defined in this Deed, a term defined in the Financing Agreement has the same meaning in this Deed and in any notice given under or in connection with this Deed
- (b) Unless a contrary indication appears, a reference in this Deed to
 - (i) the **"Collateral Agent"**, any **"Chargor"**, any **"Secured Party"**, any **"Finance Party"** or any **"Party"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Collateral Agent, any person for the time being appointed as Collateral Agent or Collateral Agents in accordance with the Transaction Documents,
 - (ii) a document in **"agreed form"** is a document which is previously agreed in writing by the Chargor and the Collateral Agent or, if not so agreed, is in the form specified by the Collateral Agent,
 - (iii) **"assets"** includes present and future properties, revenues and rights of every description,

- (iv) **"certificated"** has the meaning given to it in the Uncertificated Securities Regulations 2001,
- (v) **"clearance system"** means a person whose business is or includes the provision of clearance services or security accounts or any nominee or depositary for that person,
- (vi) this Deed, a **"Transaction Document"** or any other agreement or instrument is a reference to this Deed or that Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated,
- (vii) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality),
- (viii) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supernatural body, agency, department or of any regulatory, self-regulatory or other authority or organisation,
- (ix) **"Secured Assets"** includes
 - (A) any part of that Secured Asset,
 - (B) any present and future assets of that type, and
 - (C) all Related Rights relating to that Secured Asset,
- (x) **"Secured Liabilities"** is deemed to include a reference to any part of them,
- (xi) a provision of law is a reference to that provision as amended or re-enacted,
- (xii) the singular is deemed to include the plural and vice versa, and
- (xiii) a time of day is a reference to London time
- (c) Clause and Schedule headings are for ease of reference only
- (d) An Event of Default is "continuing" if it has not been waived
- (e) Any undertaking given by the Chargor under this Deed remains in force until the Discharge Date and is given for the benefit of each Secured Party
- (f) The terms of the other Transaction Documents and of any side letters between any parties to the Financing Agreement in relation to any Transaction Document (as the case may be) are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- (g) The absence of or incomplete details of any Secured Asset in any Schedule does not affect the validity or enforceability of any Security under this Debenture
- (h) Clauses 4.2 (Land) to 4.10 (Miscellaneous) shall be construed as creating a separate and distinct mortgage or fixed charge over each relevant asset within any particular class of assets defined under this Deed and the failure to create an effective mortgage or fixed charge (whether arising out of this Deed or any act or omission by any Party) on any one asset shall not affect the nature of any mortgage or fixed charge imposed on any other asset whether within that same class of assets or not

- (i) If the Collateral Agent (acting reasonably) considers that an amount paid to any Secured Party under any Transaction Document or in relation to any Secured Liability is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed

3 Covenant to Pay

The Chargor covenants with the Collateral Agent (as trustee for the Secured Parties) to pay, discharge and satisfy all the Secured Liabilities when due in accordance with their respective terms (or, if the relevant terms do not specify a time for payment, immediately on demand by the Collateral Agent) and to indemnify the Secured Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Liabilities in accordance with their respective terms

4 Security

4.1 General

- (a) All the Security created under this Deed
 - (i) is created in favour of the Collateral Agent (as trustee for the Secured Parties),
 - (ii) is security for the payment, discharge and performance of all the Secured Liabilities except for any Secured Liabilities which, if secured by this Deed, would cause such Security to be unlawful or prohibited by any applicable law, and
 - (iii) is granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) If the Chargor assigns its rights under an agreement or lease (or charges those rights by way of first fixed charge) under this Deed and that assignment or charge breaches a term of that agreement or lease because a third party's consent has not been obtained
 - (i) that Chargor shall notify the Collateral Agent promptly,
 - (ii) until the consent is obtained, this Deed will secure all amounts of any nature which that Chargor may now or in future receive under or in connection with that agreement or lease but exclude rights under the agreement itself,
 - (iii) unless the Collateral Agent otherwise requires, that Chargor shall, and each other Chargor shall ensure that the Chargor will, use all reasonable endeavours to obtain the consent of the relevant party to rights under that agreement or lease being secured in accordance with this Deed, and
 - (iv) that Chargor shall promptly supply the Collateral Agent with a copy of any consent obtained by it

4.2 Land

The Chargor charges

- (a) by way of a first legal mortgage, all the Mortgaged Property and all rights under any licence or other agreement or document which gives such Chargor a right to occupy or use Mortgaged Property, and
- (b) (to the extent that they are not the subject of a mortgage under paragraph (a) above) by way of first fixed charge, all the Real Property and all rights under any licence or other

agreement or document which gives such Chargor a right to occupy or use Real Property

4 3 Investments

The Chargor charges by way of a first fixed charge all the Shares and Dividends

4 4 Chattels

The Chargor charges by way of a first fixed charge all the Chattels owned by it and its interest in any Chattels in its possession

4 5 Accounts

(a) The Chargor assigns absolutely, by way of security, subject to reassignment by the Collateral Agent in accordance with Clause 26 (Release of Security), all its rights in respect of the Blocked Account

(b) To the extent that they are not effectively assigned under paragraph (a) above, the Chargor charges by way of first fixed charge all of its rights and interest in and to the Blocked Account

4 6 Monetary Claims

The Chargor charges by way of a first fixed charge all the Monetary Claims

4 7 Contracts

(a) The Chargor assigns with full title guarantee to the Collateral Agent, by way of security, subject to reassignment by the Collateral Agent in accordance with Clause 26 (Release of Security), all its rights in respect of

(i) the Contracts,

(ii) any consumer credit agreement under which it is a lender,

(iii) any letter of credit issued in its favour, and

(iv) any bill of exchange or other negotiable instrument held by it

(b) To the extent that they are not effectively assigned under paragraph (a) above, the Chargor charges by way of first fixed charge all its rights described in paragraph (a) above

4 8 Insurances

(a) The Chargor assigns, by way of security, subject to reassignment by the Collateral Agent in accordance with Clause 26 (Release of Security), all amounts payable to it under or in connection with the Policies and all of its rights in connection with those amounts

(b) To the extent that they are not effectively assigned under paragraph (a) above, the Chargor charges by way of a first fixed charge the relevant amounts and rights described in paragraph (a) above

4 9 Intellectual Property

The Chargor charges by way of first fixed charge

(a) the Intellectual Property specified in Schedule 7 (*Intellectual Property*), and

(b) all other intellectual property (if any) not charged by clause 4 9(a)

4 10 Miscellaneous

The Chargor charges by way of first fixed charge

- (a) all rights to recover any Taxes on any supplies made to it relating to any Secured Asset and any sums so recovered,
- (b) its goodwill and uncalled capital, and
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Secured Asset and the right to recover and receive compensation or any other sum payable in relation to any authorisation

4 11 Floating charge

- (a) The Chargor charges by way of a first floating charge all of its assets whatsoever and wheresoever not at any time otherwise effectively mortgaged, charged or assigned by way of mortgage, fixed charge or assignment under this Clause 4
- (b) The floating charge created by paragraph (a) above is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

4 12 Crystallisation

- (a) The Collateral Agent may at any time by notice in writing to the Chargor convert any floating charge created by that Chargor pursuant to Clause 4 11 (Floating charge) above into a fixed charge with immediate effect as regards any property or assets specified in the notice if
 - (i) the security constituted by this Deed has become enforceable in accordance with Clause 14 (Enforcement of Security), or
 - (ii) the Collateral Agent reasonably considers any Secured Asset to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or otherwise to be in jeopardy, or
 - (iii) the Collateral Agent reasonably considers that it is necessary in order to protect the priority of its Security
- (b) Notwithstanding paragraph (a) above and without prejudice to any rule of law which may have a similar effect, the floating charge created by Clause 4 11 (Floating charge) will automatically and immediately (without notice) convert into a fixed charge over all the Chargor's assets if
 - (i) the Chargor creates or attempts to create any Security over any of the Secured Assets otherwise than in accordance with the terms of the Financing Agreement,
 - (ii) any person levies or attempts to levy any distress, execution or other process against any of the Secured Assets,
 - (iii) an administrator is appointed in respect of the Chargor or a person entitled to appoint an administrator in respect of the Chargor gives notice of its intention to do so or files a notice of appointment with a court, orany corporate action, legal proceedings or other procedure or step is taken in relation to the suspension of payments, winding up, dissolution or re-organisation of the Chargor other than a winding-up petition which is not stayed within 14 days of commencement

- (c) The floating charge created by Clause 4 11 (Floating charge) may not be converted into a fixed charge solely by reason of
- (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium,
- under the Insolvency Act 2000

5 General Undertakings

5 1 Security

No Chargor shall, save as permitted in the Financing Agreement, create or permit to subsist any Security or Quasi-Security over the Secured Assets other than pursuant to this Deed

5 2 Disposal

No Chargor shall (nor agree to), save as permitted in the Financing Agreement, enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any of the Secured Assets

5 3 Compliance with laws and other obligations

The Chargor shall comply with all laws and regulations to which it may be subject relating to the Secured Assets, if failure so to comply has or is reasonably likely to have a Material Adverse Effect

5 4 Authorisations

The Chargor shall promptly

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect, and
- (b) supply certified copies to the Collateral Agent of,

any Authorisation required under any law or regulation of a Relevant Jurisdiction to enable it to perform its obligations under this Deed in all material respects and to ensure the legality, validity, enforceability or admissibility in evidence of this Deed

5 5 Security not to be prejudiced

No Chargor shall do, or permit to be done, anything which could materially prejudice the Security constituted or expressed to be constituted by this Deed except as expressly permitted under the Financing Agreement

6 Real Property

6 1 Acquisitions

- (a) If the Chargor acquires any freehold, leasehold or commonhold property after the date of this Deed it shall
 - (i) notify the Collateral Agent immediately,
 - (ii) immediately on request by the Collateral Agent (acting reasonably) and at the cost of that Chargor, execute and deliver to the Collateral Agent a Legal Mortgage in favour of the Collateral Agent (as trustee for the Secured Parties) of that property,
 - (iii) if the title to that freehold, leasehold or commonhold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of the Legal Mortgage, and

- (iv) if applicable, ensure that details of the Legal Mortgage are correctly noted in the Register of Title against that title at the Land Registry
- (b) If the consent of the landlord in whom the reversion of a lease is vested is required for the Chargor to execute a Legal Mortgage over it, the Chargor will not be required to perform that obligation unless and until it has obtained the landlord's consent. The Chargor shall immediately request the relevant landlord's consent and shall use all reasonable endeavours to obtain that consent within 10 Business Days of making the request

6.2 Notices

The Chargor shall

- (a) promptly give to the Collateral Agent full particulars with respect to (and, if requested by the Collateral Agent, a copy of) any notice, order, directive, designation, resolution or proposal which applies to any of its Real Property or to the area in which it is situated and which is issued
 - (i) by any planning authority or other public body or authority under or by virtue of any Planning Legislation,
 - (ii) pursuant to any law or regulation relating to the pollution or protection of the environment or harm to or the protection of human health or the health of animals or plants,
 - (iii) pursuant to section 146 of the LPA, or
 - (iv) pursuant to some other power conferred by law,
- (b) without delay and at its own cost, make such objections or representations (or join with the Collateral Agent in making such objections or representations) against or in respect of any such notice, order, directive, designation, resolution or proposal as the Collateral Agent (acting reasonably) may direct, and
- (c) take all steps necessary to comply with each such notice, order, directive, designation, resolution or proposal

6.3 Leases

- (a) No Chargor shall, save as permitted in the Financing Agreement, grant or agree to grant (whether in exercise, or independently, of any statutory power) any Lease of its Real Property or any licence or consent (whether expressly or by conduct) for assignment, parting with or sharing possession or occupation, underletting, change of use or alterations in relation to any Lease to which any part of its Real Property is subject and nor shall it accept (or agree to accept) any surrender, cancellation, assignment, charge or other disposal of, or agree to vary, any such Lease
- (b) The Chargor shall
 - (i) pay the rent reserved by and otherwise perform and observe all covenants, stipulations and obligations on the part of the lessee (and diligently enforce performance of the obligations on the part of the lessor) contained in any Lease constituting part of its Real Property
 - (ii) promptly notify the Collateral Agent if any Lease in respect of which it is the lessee has or may become subject to determination or to the exercise by the lessor of any right of re-entry or forfeiture and, if so required by the Collateral

Agent acting reasonably, diligently pursue applications for relief from any such rights of re-entry or forfeiture,

- (iii) if the Collateral Agent so requires, serve notice in respect of any fixed charge (as defined in the Landlord and Tenant (Covenants) Act 1995) in the appropriate form on any former tenant under a lease of Real Property or the guarantor of such a tenant,
- (iv) in respect of any Lease of which it is the lessee refrain from agreeing any substantial change in the rent reserved by any such Lease without the prior written consent of the Collateral Agent, and
- (v) in respect of any Lease of which it is the lessor
 - (A) implement any provision for the review of any rent reserved by any such Lease and not agree to a change in rent without the prior written consent of the Collateral Agent (such consent not to be unreasonably withheld or delayed),
 - (B) not agree to any material amendment, waiver, renewal or surrender of such Lease,
 - (C) exercise any right of re-entry, exercise any option or power to break or determine or commence forfeiture proceedings against any lessee under any such Lease, and
 - (D) otherwise efficiently manage the premises the subject of each such Lease

6.4 The Land Registry

- (a) The Chargor consents to an application being made to the Land Registry to enter the following restriction on the Register of Title relating to any Real Property registered at the Land Registry

"No disposition of the registered estate by the proprietor of the registered estate [or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Victory Park Management, LLC referred to in the charges register or its conveyancer "
- (b) The Chargor consents to an application being made to the Land Registry for a notice in the following terms to be entered on the Register of Title relating to any Real Property registered at the Land Registry

"The lenders under a Financing Agreement dated [] between, amongst others, [●] Victory Park Management, LLC as both facility agent and Security Agent are under an obligation (subject to the terms of that Financing Agreement) to, amongst others, [●] to make further advances and the debenture referred to in the charges register dated [] in favour of Victory Park Management, LLC (as trustee for the secured parties referred to in that debenture) secures those further advances "
- (c) None of the Chargor shall, without the Collateral Agent's prior written consent, allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of any of the Real Property and will not, as regards any Real Property, create or permit to arise any overriding interest within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003

- (d) The Chargor shall promptly make all applications to and filings with the Land Registry which are necessary or desirable under the Land Registration Rules 2003 to protect the Security created by or pursuant to this Deed
- (e) The Chargor authorises the Collateral Agent and/or any solicitors or other agent acting on behalf of the Collateral Agent to complete, execute and deliver on the Chargor's behalf (but at the cost of that Chargor) to the Land Registry any form, document or other information requested by the Land Registry with regard to the applications referred to in this Clause 6.4 (The Land Registry)

6.5 Deposit of title deeds

The Chargor shall as soon as reasonably practical deposit with the Collateral Agent all deeds and documents of title relating to its Real Property or shall procure that its solicitors provide an undertaking to the Collateral Agent to hold all such deeds and documents to the order of the Collateral Agent

6.6 Maintenance

The Chargor shall

- (a) from time to time on request, furnish to the Collateral Agent such information in relation to its Real Property and the Leases to which its Real Property shall be subject as the Collateral Agent may reasonably require and permit the Collateral Agent, its agents, officers and employees free access at all reasonable times (and, unless an Event of Default is continuing, on reasonable notice) to view the state and condition of its Real Property without becoming liable to account as mortgagee in possession,
- (b) keep the Real Property or procure that the Real Property is kept in good repair and condition and decorative order and shall promptly repair any defect or damage affecting its Real Property and, where necessary, replace such items with others of similar quality and value, and
- (c) not at any time without the prior written consent of the Collateral Agent (not to be unreasonably withheld) or unless expressly permitted in the Financing Agreement
 - (i) carry out or permit any material demolition, reconstruction or rebuilding of its Real Property or any structural alterations or material change in its use, or
 - (ii) sever, unfix or remove any of the material fixtures, fittings, plant or machinery (other than its stock in trade and work in progress) on or in its Real Property (except for the purpose and in the course of making necessary repairs to such Real Property or for replacing the same with new or improved models or substitutes)

6.7 Development

None of the Chargor shall, without the prior written consent of the Collateral Agent (not to be unreasonably withheld) or unless expressly permitted in the Financing Agreement, carry out or permit to be carried out any Development (as defined in the Town and Country Planning Act 1990) or change, or permit any change in, the user of any Real Property

6.8 Compliance

The Chargor shall comply in all material respects with

- (a) all laws for the time being in force, and

- (b) all notices, orders, directives, licences, consents and assurances given or made under any law or regulation by any person, in each case, insofar as the same relate to its Real Property or the occupation and use of its Real Property

6 9 Planning

The Chargor agrees that it shall

- (a) refrain from doing anything on or in relation to any of its Real Property if the doing of such thing would require a consent under any Planning Legislation, and
- (b) not, without the prior written consent of the Collateral Agent or unless expressly permitted in the Financing Agreement, make any application for or implement any planning permission obtained or enter or agree to enter into any agreement under Section 106 of the Town and Country Planning Act 1990, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 or Section 38 of the Highways Act 1980 or any similar law

6 10 Investigation of title

The Chargor shall grant the Collateral Agent or its lawyers on request (provided such request is reasonable) all facilities within the power of the Chargor to enable the Collateral Agent or its lawyers (at the expense of the Chargor) to

- (a) carry out investigations of title in relation to its Real Property, and
- (b) make such enquiries in relation to any part of its Real Property as a prudent mortgagee might carry out

6 11 Compensation payments

Subject to the rights and claims of any person having prior rights to such compensation, all monies payable to the Chargor by way of compensation, whether under Section 25 of the Law of Property Act 1969 or under the Landlord and Tenant Acts 1927 to 1954 or otherwise, shall be paid to the Collateral Agent (who shall be entitled to give good receipt for such monies) and applied in accordance with Clause 18 (Order of Application) in or towards permanent reduction of its Obligations, and any monies that may be received by the Chargor shall, pending such payment, be held on trust for the Collateral Agent

6 12 Power to remedy

If the Chargor fails to comply with any of the undertakings contained in this Clause 6 (Real Property), the Chargor shall allow the Collateral Agent or its agents and contractors

- (a) to enter any part of its Real Property,
- (b) to comply with or object to any notice served on the Chargor in respect of its Real Property, and
- (c) to take any action as the Collateral Agent may consider necessary to prevent or remedy the relevant breach or to comply with or object to any such notice

The Chargor shall within three Business Days of request by the Collateral Agent pay the costs and expenses of the Collateral Agent and its agents and contractors reasonably incurred in connection with any action taken under this sub-clause

7 Investments

7 1 Investments - representations and warranties

The Chargor represents and warrants to each Secured Party that

- (a) its Initial Shares represent, as at the date of this Deed, the entire issued share capital of the relevant Subsidiary listed in Schedule 3 (Initial Shares),
- (b) it is the sole legal and beneficial owner of the Shares,
- (c) its Shares are duly authorised, validly issued, fully paid, freely transferable and not subject to any option to purchase or any similar right,
- (d) the constitutional documents of the company(ies) whose Shares are subject to this Deed do not restrict or inhibit any transfer of the Shares on the creation or enforcement of the Security constituted, or expressed to be constituted, by this Deed,
- (e) there are no agreements in force other than any Transaction Document or as permitted by any Transaction Document which provide for the issue or allotment of, or grant any person the right to call for the issue or allotment of, any Shares

7 2 Deposit of title documents

The Chargor undertakes to deposit with the Collateral Agent or the Collateral Agent's nominee

- (a) on or before execution of this Deed, all share certificates or other documents of title relating to the Initial Shares,
- (b) immediately upon its acquisition of any Investment or upon the withdrawal of any Investment from any Settlement System, all share certificates and other documents of title relating to that Investment, and
- (c) promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Investments (including, but not limited to, any which accrue in respect of an Investment held in a Settlement System but which are received in a form that does not enable it to be credited to an account with that Settlement System), all share certificates and other documents of title representing each items,

together with stock transfer forms (or other appropriate transfer instruments) signed by that Chargor (or its nominee, where appropriate) as transferor but with details of the transferee, date and consideration left blank, on the basis that the Collateral Agent may hold all those certificates, forms and documents until the Discharge Date. The Collateral Agent is entitled at any time after an Event of Default has occurred to complete the stock transfer forms (or other transfer instruments) on behalf of the Chargor in favour of the Collateral Agent or its nominee, using the power of attorney contained in Clause 21 (Power of attorney)

7 3 CREST and other Settlement Systems

- (a) Transfer to escrow balance

The Chargor undertakes, in the case of any Investment held in a Settlement System to

- (i) in the case of any Initial Share, immediately upon execution of this Deed, and
- (ii) in the case of any other Investment, immediately upon the acquisition of that Investment,

transfer (or procure the transfer by its nominee of) the relevant Investment from its (or its nominee's) account maintained with the relevant Settlement System to

- (iii) in the case of CREST, the escrow balance of that account by sending a properly authenticated dematerialised "TTE" (transfer to escrow) instruction (as defined in the CREST Manual) to CREST nominating the Collateral Agent or

the Collateral Agent's nominee as the escrow agent (as defined in the CREST Manual) in respect of that escrow balance, and

- (iv) in the case of any other Settlement System, to such account (if any) as is designated by the Collateral Agent as being equivalent to the escrow balance maintained by CREST,

and further undertakes that, following that transfer, any further dealings with the relevant Investment may only be made with the Collateral Agent's prior written consent (such consent not to be unreasonably withheld or delayed)

(b) Optional corporate action and outturn securities

The Chargor undertakes that

- (i) where 'optional corporate action' (as defined in the CREST Manual) needs to be taken in respect of an Investment credited to the escrow balance of that Chargor's (or its nominee's) account(s) maintained with CREST, it will consult with the Collateral Agent, which shall if necessary give a "TFE" (transfer from escrow) instruction (as defined in the CREST Manual) to CREST to transfer that Investment to the Available Balance of the relevant account, and
- (ii) where a "TFE" instruction has been given pursuant to paragraph (b)(i), immediately upon receipt of any "outturn securities" (as defined in the CREST Manual) give a "TTE" instruction (as defined in the CREST Manual) to CREST requesting that such outturn securities be transferred to the escrow balance of the relevant account,

and any Investments transferred to the Available Balance under paragraph (b)(i) above or any outturn securities transferred to the escrow balance under paragraph (b)(ii) above shall, for so long as they are not credited to the escrow balance of the relevant account of that Chargor (or its nominee) with CREST, be held by or on behalf of that Chargor on trust for the Collateral Agent

(c) Transfer upon an Event of Default which is continuing

Following an Event of Default which is continuing, the Chargor shall, if the Collateral Agent so requests, transfer all Investments held in a Settlement System to an account in the name of the Collateral Agent or its nominee in that Settlement System as designated by the Collateral Agent

(d) Record of Security

The Chargor undertakes, in the case of any Investments held in a Settlement System, to give all necessary instructions to or via that Settlement System to ensure that the Security constituted by this Deed is, as fully as possible, recognised and recorded by that Settlement System and undertakes immediately upon request by the Collateral Agent (acting reasonably) to take all necessary action to dematerialise or rematerialise any Investments held in that Settlement System

7.4 Voting and Dividends

(a) Voting and other rights prior to an Event of Default which is continuing

Prior to the occurrence of an Event of Default which is continuing

- (i) subject to paragraph (ii) below, the Chargor is entitled to exercise or direct the exercise of the voting and other rights attached to any Investment as it sees fit provided that

- (A) it does so for a purpose not inconsistent with its obligations under this Deed, and
 - (B) the exercise or failure to exercise those rights does not have an adverse effect on the value of the Investments and does not otherwise prejudice the Collateral Agent's interests under this Deed,
- (ii) the Chargor is entitled to receive all Dividends
- (b) Voting and other rights following an Event of Default which is continuing
After the occurrence of an Event of Default which is continuing
 - (i) the Collateral Agent will be entitled to exercise or direct the exercise (or refrain from exercising or refrain from directing the exercise) of the voting and other rights attached to any Investment as it sees fit
 - (ii) the Chargor shall comply, or procure compliance with, any directions of the Collateral Agent in relation to the exercise of those rights and shall promptly execute and deliver to the Collateral Agent all forms of proxy as the Collateral Agent may require in connection with the exercise of those rights,
 - (iii) all Dividends shall be paid or transferred to the Collateral Agent (or to its order) and any Dividends received by the Chargor shall be held by the Chargor on trust for the Collateral Agent and immediately paid by it to the Collateral Agent or to any nominee designated by the Collateral Agent. The Collateral Agent will be entitled to apply those Dividends in such manner as it sees fit, and
 - (iv) where any Investments are held in a Settlement System, the Chargor shall give all necessary instructions to or via that Settlement System to ensure that Dividends are paid or transferred to the Collateral Agent, or its nominee, and that voting rights are exercisable by the Collateral Agent in accordance with paragraphs (i) and (ii) above,
- (c)
 - (i) the Collateral Agent may, in its absolute discretion, and without any consent or authority from the Secured Parties or the Chargor, by notice to the Chargor elect to give up the right to exercise (or refrain from exercising) all voting rights in respect of the Shares conferred or to be conferred on the Collateral Agent pursuant to paragraph (b)(i) above and the Secured Parties unconditionally waive any rights they may otherwise have to require the Collateral Agent not to make such election or to indemnify, compensate or otherwise make them good as a consequence of such election,
 - (ii) once a notice has been issued by the Collateral Agent under paragraph (c) above, on and from the date of such notice, the Collateral Agent shall cease to have the rights to exercise or refrain from exercising voting rights in respect of the Shares conferred or to be conferred on it pursuant to paragraph (b)(i) above or any other provision of this Deed and all such rights shall be exercisable by the Chargor. The Chargor shall be entitled on and from the date of such notice to exercise all voting rights in respect of the Shares subject only to the proviso contained in paragraph (a)(i) above

7.5 Nominee shareholders

If any Investment is not held in the Chargor's name (other than as a result of the operation of this Deed) the Chargor shall procure the prompt delivery to the Collateral Agent of an irrevocable power of attorney, expressed to be given by way of security and executed as a deed, by the

person in whose name that Investment is held That power of attorney shall appoint the Collateral Agent and every Receiver as the attorney of the holder in relation to that Investment and shall be in a form approved by the Collateral Agent

7 6 Acquisition of Shares

The Chargor shall promptly notify the Collateral Agent of

- (a) its acquisition of, or agreement to acquire, any Shares, and
- (b) the declaration or payment of any Dividend

7 7 Circulars

The Chargor shall promptly deliver to the Collateral Agent a copy of every circular, notice, report, set of accounts or other documents received by it or its nominee in connection with the Investments

7 8 Calls

The Chargor shall pay all calls and other payments due in relation to the Investments If the Chargor fails to do so within three business days the Collateral Agent may pay those calls or other payments on the Chargor's behalf and the Chargor shall immediately on demand reimburse the Collateral Agent for any such payment

7 9 Restrictions

The Chargor shall not vary or agree to any variation in voting rights attaching to the Shares and shall not cause or permit any of the Shares to be consolidated, sub-divided or converted without the Collateral Agent's prior written consent

8 Chattels

8 1 Maintenance

The Chargor shall

- (a) keep all its Chattels in good repair, working order and condition (subject to fair wear and tear),
- (b) give the Collateral Agent such information concerning the location, condition, use and operation of its Chattels as the Collateral Agent may reasonably require,
- (c) permit any persons designated by the Collateral Agent to inspect and examine the Chattels and the records relating to the Chattels at all reasonable times, and
- (d) not permit any Chattels to be
 - (i) used or handled other than by properly qualified and trained persons, or
 - (ii) to be overloaded or used for any purpose for which it is not designed or reasonably suitable

8 2 Notice of Charge

The Chargor shall take any action which the Collateral Agent may reasonably require to evidence the interest of the Collateral Agent in its Chattels, this includes a fixed nameplate on its Chattels in a prominent position stating that

- (a) the Chattel is charged in favour of the Collateral Agent, and
- (b) the Chattel must not be disposed of without the prior consent of the Collateral Agent or unless permitted under the Financing Agreement

9 Accounts

9 1 Undertakings

(a) The Chargor shall

- (i) except as regards any account maintained with the Collateral Agent, deliver to the Collateral Agent details of each Account maintained by it promptly upon the opening of a new Account or any redesignation or change in account details affecting any Account,
- (ii) promptly upon request by the Collateral Agent, supply the Collateral Agent with copies of all mandate letters, bank statements and other agreements relating to the Accounts, and
- (iii) not permit or agree to any variation of the terms and conditions relating to any Blocked Account or close any Blocked Accounts

9 2 Operation of the Blocked Accounts

No Chargor may, at any time, withdraw or transfer any sums from a Blocked Account without the Collateral Agent's prior written consent

9 3 Operation of the Accounts other than the Blocked Accounts

- (a) Prior to the occurrence of an Event of Default (which is continuing), the Chargor shall, in the case of any Account that is not a Blocked Account, be entitled to withdraw or transfer any sum standing to the credit of such Account
- (b) After the occurrence of an Event of Default (which is continuing), no Chargor shall be entitled to make any withdrawals or transfers from any Account without the Collateral Agents' prior written consent

9 4 Notice to Account Banks

The Chargor shall serve a notice of charge

- (a) in the form of Part 1 of Schedule 8 (Form of Notice to Account Bank (Blocked Account)) on each Account Bank with whom a Blocked Account is held immediately,
 - (i) upon execution of this Deed, and
 - (ii) upon opening any Blocked Account after the date of this Deed, and
- (b) in the form of Part 1 of Schedule 9 (Form of Notice to Account Bank) on each Account Bank with whom any Account (other than a Blocked Account) is held immediately upon execution,

and use all reasonable endeavours to procure that each Account Bank acknowledges that notice by signing and returning to the Collateral Agent a letter of acknowledgement substantially in the form of Part 2 of the relevant schedule (Form of Acknowledgement from Account Bank) within 10 Business Days of the date of such notice. Any instructions contained in a notice of charge sent by the Chargor pursuant to this Clause may not be revoked or amended without the Collateral Agent's prior written consent. The execution of this Deed by the Parties constitutes notice on the same terms as those set out in Part 1 of Schedule 8 (Form of Notice to Account Bank) by the Chargor to the Collateral Agent of the charge created by this Deed over any Account held by that Chargor with the Collateral Agent

9 5 Time deposits

If the balance of any Account constitutes a time deposit then, subject to any contrary instructions from the Collateral Agent, that time deposit shall be successively redeposited for such periods and on such terms as may from time to time be agreed between the Collateral Agent and the Chargor in writing (failing which agreement, for such periods and on such terms as the Collateral Agent may in its discretion decide)

10 Monetary Claims

10 1 Collecting Monetary Claims

The Chargor shall promptly get in and realise all Monetary Claims and pay the proceeds of such Monetary Claims into the relevant designated Blocked Account in accordance with the terms of the Transaction Documents as the Collateral Agent may otherwise direct in writing and pending that payment will hold those proceeds on trust for the Collateral Agent

10 2 Dealing with Monetary Claims

Following the occurrence of an Event of Default which is continuing, none of the Chargor shall, without the prior written consent of the Collateral Agent, assign, factor, discount, release, waive, compound or otherwise deal with any of the Monetary Claims or vary any term relating to a Monetary Claim other than as permitted by the terms of the Transaction Documents

11 Contracts

11 1 Contracts - representations and warranties

The Chargor represents and warrants to each Secured Party that

- (a) each Contract to which it is a party is in full force and effect constitutes its legal, valid, binding and enforceable obligations,
- (b) its execution and performance of the Contracts to which it is a party does not conflict with any law or regulation applicable to it, its constitutional documents or any agreement or instrument binding on it or constitute a default or termination event (however described) under any such agreement or instrument,
- (c) it is not in default, nor, so far as it is aware, is any counterparty to a Contract in default, under the Contract to which it is a party,
- (d) all payments due to it from any party under the Contracts to which it is a party can be made without withholding or deduction on account of Tax,
- (e) all payments to it by any other party to any of the Contracts to which it is a party are not subject to any right of set-off or similar right, and
- (f) there is no prohibition on assignment in the Contracts to which it is a party

11 2 Notices of assignment

The Chargor shall immediately upon execution of this Deed (or, if later, the date upon a document being designated as a Contract for the purposes of this Deed) or, in respect of any consumer credit agreement immediately following the occurrence of an Event of Default which is continuing, serve a notice, substantially in the form of Part 1 of Schedule 10 (Form of Notice to Counterparty), on each counterparty to each such Contract or consumer credit agreement to which it is a party and use all reasonable endeavours to procure that each such counterparty acknowledges that notice by signing and returning to the Collateral Agent a notice substantially in the form of Part 2 of Schedule 10 (Form of Acknowledgement from Counterparty) within 10 Business Days of the date of this Deed or, if later, the date of the relevant Contract, or in respect of a notice issued following

an Event of Default the date of the issue of such notice. Any instructions contained in a notice sent to a counterparty pursuant to this Clause may not be revoked or amended without the Collateral Agent's prior written consent.

11.3 Undertaking

- (a) No Chargor may, unless permitted by the Financing Agreement or otherwise, without the prior written consent of the Collateral Agent
 - (i) amend, supplement or waive or agree to the amendment, supplement or waiver of any term of any Contract to which it is a party or terminate such Contract or allow such Contract to lapse and shall not do or permit anything to be done which may impair the enforceability of any term of any such Contract,
 - (ii) take any action which might jeopardise the existence or enforceability of any Contract to which it is a party.
- (b) The Chargor shall
 - (i) promptly perform all its obligations under each Contract to which it is a party,
 - (ii) diligently enforce its rights under each Contract to which it is a party,
 - (iii) inform the Collateral Agent immediately if it serves any notice of default, or commences any legal proceeding, or receives any notice of default or of the initiation of any legal proceeding in relation to any Contract to which it is a party,
 - (iv) supply the Collateral Agent with (a) a copy of each Contract to which it is a party, certified as being true and correct by a director of it and (b) any other information and copies of any other documents relating to each Contracts to which it is a party which the Collateral Agent, or any Receiver, requests.

11.4 Obligations

Notwithstanding the operation of Clause 4.7 (Contracts), the Chargor is and shall remain liable under any Contract to which it is a party to perform all its obligations under that Contract and the Collateral Agent shall not be, or be deemed to be, under any obligation or liability under or in connection with such Contract by reason of this Deed or the exercise by the Collateral Agent of any rights, powers or remedies under this Deed.

12 Insurances

12.1 Insurances - representations and warranties

The Chargor represents and warrants to each Secured Party that

- (a) each Policy is in full force and effect and on risk, all premiums payable in relation to the Policies have been paid when due and, so far as it is aware, there are no grounds on which any Policy may be declared void or voidable in whole or in part,
- (b) its entry into the Policies does not conflict with any law or regulation applicable to it, its constitutional documents or any agreement or instrument binding on it.

12.2 Notices of assignment

The Chargor shall immediately upon execution of this Deed (or, if later, the date on which an insurance policy is designated as a "Policy" for the purposes of this Deed) serve a notice, substantially in the form of Part 1 of Schedule 11 (Form of Notice to Insurer), on each other party to each Policy and use all reasonable endeavours to procure that each such party acknowledges

that notice by signing and returning to the Collateral Agent a letter of undertaking substantially in the form of Part 2 of Schedule 11 (Form of Acknowledgement from Insurer) within 14 days of the date of this Deed or, if later, the date of entry into of the relevant Policy. Any instructions contained in any notice sent by the Chargor pursuant to this Clause may not be revoked or amended without the Collateral Agent's prior written consent.

12.3 Preservation and enforcement of rights

The Chargor shall

- (a) maintain insurances on and in relation to its business and assets against those risks and to the extent as is usual for companies carrying on the same or substantially similar business. All such insurances must be maintained with a reputable independent insurance company or underwriter,
- (b) perform all its material obligations, pay all premiums and other monies payable and diligently enforce all its material rights under the Policies and take all action necessary to keep the Policies in full force and effect and otherwise preserve its material rights under the Policies (including by way of legal or arbitration proceedings),
- (c) inform the Collateral Agent immediately if it commences any material legal proceeding, or receives written notice of the initiation of any legal proceeding, in relation to any Policy or if it becomes aware of any Policy becoming void or voidable in whole or in part,
- (d) supply the Collateral Agent upon written request with (i) a copy of each Policy and of each certificate of insurance and cover note relating to each Policy, certified as being true and correct copies by a director of the Chargor, and (ii) any other information and copies of any other documents relating to the Policies which the Collateral Agent, or any Receiver, requests, and
- (e) if required by the Collateral Agent following the occurrence of an Event of Default, which is continuing, use its best efforts to cause each insurance policy or policies relating to the Secured Assets other than any Policy which has been the subject of a notice of assignment pursuant to Clause 12.2 (Notices of assignment) to contain (in form and substance reasonably satisfactory to the Collateral Agent) an endorsement naming the Collateral Agent as sole loss payee in respect of all claims.

12.4 Amendments and waivers

The Chargor shall not, without the Collateral Agent's prior written consent (not to be unreasonably withheld) amend, supplement or waive or agree to the material amendment, supplement or waiver of any term of any Policy or terminate any Policy or allow any Policy to lapse.

12.5 Default interest

If the Chargor defaults in complying with Clause 12.3(a) (Preservation and enforcement of rights), the Collateral Agent may effect or renew any such insurance on such terms, in such name(s) and in such amounts as it reasonably considers appropriate, and all monies expended by the Collateral Agent in doing so shall be reimbursed by such Chargor to the Collateral Agent on demand and shall carry interest from the date of payment by the Collateral Agent until reimbursed at the Default Rate calculated in accordance with section 2.2(c) (Default Rate) of the Financing Agreement.

12.6 Insurance proceeds held on trust

All monies received under any Policies relating to the Secured Assets shall (subject to the rights and claims of any person having prior rights to such monies), prior to the occurrence of an Event of Default which is continuing, be applied in a manner as permitted by the Transaction Documents and, after the occurrence of an Event of Default, be held by the Chargor upon trust for the

Collateral Agent pending payment to the Collateral Agent for application in accordance with Clause 18 (Order of Application) and such Chargor waives any right it may have to require that any such monies are applied in reinstatement of any part of the Secured Assets

13 Intellectual Property

13 1 Intellectual Property - representations and warranties

The Chargor represents and warrants to each Secured Party that it

- (a) is the sole legal and beneficial owner of or has licensed to it on normal commercial terms all of the Intellectual Property which is required by it in order to carry on its business as it is being conducted and has taken all formal and procedural actions (including but not limited to payment of fees) required to maintain such Intellectual Property, and
- (b) does not, in carrying on its business, infringe any Intellectual Property of any third party in any material respect

13 2 Intellectual Property – positive undertakings

The Chargor shall

- (a) preserve and maintain the subsistence and validity of the Intellectual Property necessary for its business,
- (b) use reasonable endeavours to prevent any infringement in any material respect of the Intellectual Property,
- (c) make registrations and pay all registration fees and taxes necessary to maintain the Intellectual Property in full force and effect and record its interest in that Intellectual Property,
- (d) not use or permit the Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of the Intellectual Property or imperil the right of any member of the Group to use such property, and
- (e) not discontinue the use of the Intellectual Property,

where failure to do so, in the case of paragraphs (a) and (b) above, or in the case of paragraphs (d) and (e) above, such use, permission to use, omission or discontinuation is reasonably likely to have a Material Adverse Effect

13 3 Intellectual Property – negative undertakings

None of the Chargor shall, without the consent of the Collateral Agent or unless expressly permitted in the Financing Agreement

- (a) abandon, cancel or allow any of its Intellectual Property to become void, lapse or to become vulnerable to attack, whether for non-use or otherwise,
- (b) apply to amend the specification or drawing of any of the letters patent or registered trade or service marks forming part of its Intellectual Property or enter any conditions, restrictions or disclaimers in relation to any of its registered Intellectual Property, or
- (c) use or knowingly permit to be used any of its Intellectual Property in a way (or otherwise do or refrain from doing anything) which may have a material adverse effect on the value of its Intellectual Property

13 4 Preservation/protection

The Chargor must promptly, if requested to do so by the Collateral Agent at any time following the occurrence of an Event of Default, sign or procure the signature of, and comply with all instructions of the Collateral Agent in respect of, any document required to make entries in any public register of Intellectual Property (including the United Kingdom Trade Marks Register) which either record the existence of this Deed or the restrictions imposed by this Deed

14 Enforcement of Security

14 1 Timing

The Security created by this Deed will be immediately enforceable at any time after the occurrence of

- (a) an Event of Default which is continuing, or
- (b) a request being made by the Chargor to the Collateral Agent that it exercise any of its powers under this Deed

14 2 Enforcement

After this Security has become enforceable, the Collateral Agent may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion

- (a) enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Secured Assets,
- (b) whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorisations and discretions conferred by the LPA (as varied and extended by this Deed) on mortgagees, by this Deed on any Receiver, or conferred by the Insolvency Act 1986 or any other law on mortgagees and Receivers,
- (c) exercise all its rights, powers and remedies as assignee of the Accounts and, in particular, the right to
 - (i) demand and receive any interest or other monies payable in respect of any credit balance on any Account, and
 - (ii) withdraw sums standing to the credit of any Account (or, by notice to the bank with whom such Account is maintained, block the withdrawal of any such sums) and otherwise exercise all rights in relation to each of the Chargor's Accounts as that Chargor may exercise (or, but for this Deed) might exercise, and
- (d) apply, transfer or set-off any or all of the balances from time to time standing to the credit of the Accounts in or towards the payment or other satisfaction of all or part of the Secured Liabilities then due but unpaid in accordance with Clause 18 (Order of Application)

14 3 Effect of a moratorium

The Collateral Agent shall not be entitled to exercise its rights under Clause 14 2 (Enforcement) to the extent that such exercise would be contrary to the provisions of paragraph 13 of Schedule A1 of the Insolvency Act 1986

14 4 Statutory powers

- (a) The statutory power of sale or other right of disposal conferred on the Collateral Agent and on any Receiver by this Deed shall operate as a variation and extension of the

statutory power of sale under section 101 of the LPA and such power shall arise (and the Secured Liabilities shall be deemed due and payable for that purpose) on execution of this Deed

- (b)
 - (i) The statutory powers of leasing may be exercised by the Collateral Agent at any time on or after this Deed has become enforceable and such powers are extended by this Deed so as to authorise the Collateral Agent to lease, make agreements for lease, accept surrenders of leases and grant options on such terms as the Collateral Agent may think fit and without the need to comply with any restrictions imposed by law (including, but not limited to, under section 99 or section 100 of the LPA)
 - (ii) For the purposes of sections 99 and 100 of the LPA, the expression "Mortgagor" will include any incumbrancer deriving title under the Chargor and neither sub-section (18) of section 99 nor sub-section (12) of section 100 of the LPA will apply
 - (iii) No Chargor shall have, at any time up until the Discharge Date, the power pursuant to section 99 of the LPA to make any Lease in respect of any Real Property without the prior written consent of the Collateral Agent unless permitted pursuant to the terms of the Financing Agreement
- (c) The restrictions contained in section 93 and section 103 of the LPA shall not apply to this Deed, to the exercise by the Collateral Agent of its right to consolidate all or any of the Security created by or pursuant to this Deed with any other Security in existence at any time or its power of sale and such powers of consolidation or sale are exercisable by the Collateral Agent, without notice to the Chargor, on or at any time after this Deed has become enforceable as herein provided

15 Receiver

15 1 Appointment of Receiver

- (a) After this Deed has become enforceable the Collateral Agent may without prior notice, appoint
 - (i) any one or more persons to be a Receiver of all or any part of the Secured Assets, or
 - (ii) two or more Receivers of separate parts of the Secured Assets, or
 - (iii) appoint another person(s) as an additional Receiver(s)
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand
- (c) Any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the LPA) does not apply to this Deed
- (d) The Collateral Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Secured Assets if the Collateral Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies

15 2 Statutory powers of appointment

The powers of appointment of a Receiver pursuant to Clause 15 1 (Appointment of Receiver) above shall be in addition to all statutory and other powers of appointment of the Collateral Agent

under the LPA (as extended by this Deed) or otherwise and such powers shall remain exercisable from time to time by the Collateral Agent in respect of any part of the Secured Assets

15 3 Removal

The Collateral Agent may from time to time by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver who has been removed for any reason

15 4 Remuneration

The Collateral Agent (acting reasonably) may from time to time fix the remuneration of any Receiver appointed by it and any maximum rate imposed by any law (including under section 109(6) of the LPA) will not apply

15 5 Agent of the Chargor

- (a) A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the LPA. The Chargor is solely responsible for the remuneration, expenses, contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver
- (b) Neither the Collateral Agent nor any Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason
- (c) No Receiver shall at any time act as agent for the Collateral Agent

16 Powers of Receiver

16 1 Statutory powers

- (a) A Receiver (subject to any restrictions in the instrument appointing him but notwithstanding any winding up or dissolution of the Chargor) has (to the extent permitted by law) all of the rights, powers and discretions conferred on
 - (i) an administrative receiver under Schedule 1 of the Insolvency Act 1986, as if such Schedule and all relevant definitions set out in the Insolvency Act 1986 were set out in this Deed, and
 - (ii) otherwise, all the rights, powers and discretions conferred on a mortgagor, a mortgagee in possession and on a Receiver (or a receiver and manager) appointed under the LPA
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually (and to the exclusion of any other Receiver) or together with any other person appointed or substituted as a Receiver

16 2 Additional powers

In addition to those powers, rights and discretions set out in Clause 16 1 (a) (i) and (ii) above, a Receiver shall have the following rights, powers and discretions

- (a) Employees

- (i) A Receiver may appoint and discharge managers, directors and secretaries for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit
 - (ii) A Receiver may discharge any person appointed by the Chargor
- (b) **Sale of assets**
 - (i) The consideration for the sale of any Secured Asset may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which the Receiver thinks fit
 - (ii) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor
- (c) **Mediation**

A Receiver may refer to mediation any question in relation to any Secured Asset that he thinks fit
- (d) **Delegation**

A Receiver may delegate his power in accordance with this Deed
- (e) **Lending**

A Receiver may lend money or advance credit to any customer of the Chargor
- (f) **Protection of assets**

A Receiver may

 - (i) effect any repair or improvement of any Secured Asset, and
 - (ii) apply for and maintain any planning permission, building regulation, approval or any other authorisation,

in each case as he thinks fit
- (g) **Other powers**

A Receiver may

 - (i) do all other acts and things which he may consider desirable or necessary for realising any Secured Asset or incidental or conducive to any of the rights, powers, remedies or discretions conferred on the Collateral Agent or any Receiver under or by virtue of this Deed or by law,
 - (ii) manage any Secured Assets,
 - (iii) exercise in relation to any Secured Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute owner of that Secured Asset, and
 - (iv) use the name of the Chargor for any of the purposes set out in this Clause 16

17 Appointment of Administrator

- (a) Subject to the Insolvency Act 1986, at any time after the Security created by this Deed has become enforceable in accordance with Clause 14 2 (Enforcement), the Collateral Agent may appoint one or more qualified persons to be an Administrator of the Chargor,

to act individually (and to the exclusion of any other Administrator) or together with any other Administrators so appointed or substituted

- (b) For the purposes of this sub-clause, a "qualified person" is a person qualified to act as an Administrator under the Insolvency Act 1986

18 Order of Application

18 1 Application of proceeds

Unless otherwise determined by the Collateral Agent or a Receiver, all amounts received or recovered by the Collateral Agent or any Receiver in exercise of their rights under this Deed will, subject to the rights of any creditors having priority, be applied in the order provided in Clause 18 2 (Order of application) Clause 18 (Order of Application) does not prejudice the right of any Secured Party to recover any shortfall from the Chargor

18 2 Order of application

The order referred to in Clause 18 1 (Application of proceeds) is

- (a) in or towards payment of, or the provision for, all the costs, expenses and losses incurred, and payments made, by the Collateral Agent (in its capacity as Collateral Agent only) and/or any Receiver under or in connection with this Deed and all remuneration due to any Receiver under or in connection with this Deed,
- (b) in or towards the payment or discharge of the Secured Liabilities in the order provided in section 10 5 of the Financing Agreement or in such order as the Collateral Agent thinks fit, and
- (c) in payment of any surplus to the Chargor or other person entitled to it

19 Protection of Purchasers

- (a) No purchaser or other person dealing with the Collateral Agent or a Receiver shall be bound to enquire
 - (i) whether the Secured Liabilities have become payable,
 - (ii) whether any power which the Collateral Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised,
 - (iii) whether any money remains due under the Finance Documents, or
 - (iv) how any money paid to the Collateral Agent or to that Receiver is to be applied
- (b) The receipt of the Collateral Agent or any Receiver shall be conclusive discharge to any purchaser and, in making any sale or disposal of any of the Secured Assets or making any acquisition, the Collateral Agent or any Receiver may do for such consideration, in such manner and on such terms as it thinks fit

20 Liability of Collateral Agent and Receiver

20 1 Liability

Neither the Collateral Agent, any Receiver nor any of their respective Delegates and sub delegates, (whether as mortgagee in possession or otherwise) shall either by reason of

- (a) taking possession of or realising all or any part of the Secured Assets, or
- (b) taking any action permitted by this Deed,

be liable to the Chargor or any other person for any costs, losses or liabilities relating to any of the Secured Assets or for any act, default, omission or misconduct of the Collateral Agent, any Receiver or their respective Delegates and sub-delegates in relation to the Secured Assets or otherwise other than gross negligence or wilful misconduct

20.2 Exoneration

Neither the Collateral Agent, any Receiver nor any of their respective Delegates and sub delegates shall have any duty

- (a) to perform the Chargor's obligations or exercise any rights in relation to any Secured Asset,
- (b) to ensure that any Related Rights are made available or to verify that the correct amount has been received in relation to any Related Right,
- (c) to take up any offer in relation to any Secured Assets,
- (d) to give any notification to anyone in relation to any Secured Asset, or
- (e) to take any action to enforce any other person's obligations as regards any Secured Asset

21 Power of attorney

- (a) The Chargor, by way of security for the performance of its obligations under this Deed, irrevocably and severally appoints the Collateral Agent, each Receiver and each of their respective Delegates and sub delegates to be its attorney (with full power of substitution and delegation) and in its name, on its behalf and as its act and deed at any time following the occurrence of an Event of Default which is continuing to
 - (i) execute, deliver and perfect a Legal Mortgage over any Real Property not already the subject of a registrable Legal Mortgage,
 - (ii) execute, deliver and perfect all other documents, deeds and agreements and do all such things which the attorney may consider to be required or desirable for
 - (A) carrying out any obligation imposed on the Chargor by this Deed or any agreement binding on the Chargor to which the Collateral Agent is a party (including, but not limited to, the execution and delivery of any charges, assignments or other security and any transfers of the Secured Assets and perfecting and/or releasing the Security created or intended to be created in respect of the Secured Assets), and
 - (B) enabling the Collateral Agent and any Receiver to exercise any of the rights, powers and authorities conferred on them pursuant to this Deed or by law (including, after the Security constituted by this Deed has become enforceable as provided in this Deed, the exercise of any right of a legal or beneficial owner of the Secured Assets or any part of the Secured Assets)
- (b) The Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers
- (c) The Chargor covenants (for the purpose of the irrevocable nature of the power of attorney granted in this Clause 21) with each Receiver appointed under this Deed, to join in and concur with the exercise by such Receiver of any powers of such Receiver to act on behalf of the Chargor

22 Delegation and Discretion

22 1 Delegation

- (a) The Collateral Agent and/or any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are conferred and are exercisable by it under this Deed to any person or persons on such terms and conditions as it sees fit
- (b) No such delegation pursuant to this Clause 22 (Delegation and Discretion) shall preclude either the subsequent exercise of such power, authority or discretion by the Collateral Agent or a Receiver itself or any subsequent delegation or revocation of such power, authority or discretion
- (c) Neither the Collateral Agent nor any Receiver will have any liability to the Chargor or any other person for any loss or liability arising from any act, default, omission or misconduct by the Delegate other than gross negligence or wilful misconduct

22 2 Discretion

Any right or power which may be exercised or any determination which may be made under this Deed by the Collateral Agent or any Receiver may be exercised by it in its absolute and unfettered discretion, without any obligation to give reasons

23 Effectiveness of Security

23 1 Continuing Security

Subject to Clause 26 (Release of Security), the Security constituted by this Deed shall remain in full force and effect as continuing security for the Secured Liabilities until the Discharge Date and shall not be released before then by any intermediate payment, discharge or satisfaction of all or any of the Secured Liabilities or for any other reason

23 2 Cumulative rights

The Security created by or pursuant to this Deed and the rights, powers and remedies of the Collateral Agent under this Deed shall be cumulative and shall be in addition to and independent of every other Security, right, power or remedy which the Collateral Agent or any Secured Party may at any time have in connection with the Secured Liabilities, including all rights, powers and remedies provided by law, and accordingly, the Collateral Agent shall not be obliged before exercising any such rights, powers or remedies

- (a) to make any demand of, or take any action or obtain any judgment in any court against, the Chargor,
- (b) to make or file any claim or proof in winding-up or dissolution of the Chargor, or
- (c) to enforce or seek to enforce any other Security held by it in respect of the Secured Liabilities

23 3 No merger of Security

No prior Security held by the Collateral Agent (whether in its capacity as trustee or otherwise) or any other Secured Party over the whole or any other part of the Secured Asset shall merge into the Security constituted by this Deed

23 4 No prejudice

The Security created by or pursuant to this Deed shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Chargor

or any other person, or the Collateral Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Collateral Agent holds the Security created by or pursuant to this Deed or by any other thing which might otherwise prejudice that Security

23 5 Remedies and waivers

No election to affirm this Deed on the part of the Collateral Agent shall be effective unless in writing

23 6 Partial invalidity

If any part of the Security intended to be created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security constituted under this Deed

23 7 Waiver of defences

The obligations of, and the Security created by, the Chargor under this Deed will not be affected by any act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under, or the Security created by, this Deed and whether or not known to that Chargor or any Secured Party including

- (a) any time, waiver or consent granted or agreed to be granted to, or composition with, the Chargor or any other person,
- (b) the release of the Chargor or any other person under the terms of any composition or arrangement with any creditor or the Chargor,
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or Security over assets of, the Chargor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security,
- (d) 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,
- (e) any amendment, novation, supplement, extension (whether at maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not onerous) or replacement of a Transaction Document or any other document or Security or of the Secured Liabilities (including, without limitation, any change in the purpose of, any extension of, or any variation or increase in any facility or amount made available under any facility or the addition of any new facility under any Transaction Document or other documents),
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Transaction Document or any other document or security or of the Secured Liabilities, or
- (g) any insolvency or similar proceedings relating to the Chargor or any other person

23 8 Immediate recourse

The Chargor waives any right it may have of first requiring the Collateral Agent or any other Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or provision of this Deed to the contrary

23 9 Appropriations

Until the occurrence of the Discharge Date, any Secured Party (or any trustee or agent on its behalf) may refrain from applying or enforcing any other monies, Security or rights held or received by it in relation to the Secured Liabilities, or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities, or otherwise) and hold in an interest bearing suspense account any money received from the Chargor on account of the Secured Liabilities

23 10 Non-competition

Until the occurrence of the Discharge Date or unless the prior written consent of the Collateral Agent is obtained, no Chargor shall exercise any rights which it may have by reason of performance by it of its obligations under this Deed

- (a) to be indemnified by any person, including the Chargor,
- (b) to claim any contribution from any other provider of Security or any guarantor of the Secured Liabilities,
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any of the Secured Party's rights under the Transaction Documents or of any other guarantee, indemnity or Security taken pursuant to, or in connection with, the Secured Liabilities by any Secured Party,
- (d) to bring legal or other proceedings for an order requiring the Chargor to make any payment, or perform any obligation, in respect of which the Chargor has given a guarantee, undertaking or indemnity under any Transaction Document,
- (e) to exercise any right of set-off against the Chargor, and/or
- (f) to claim rank, prove or vote as a creditor of the Chargor or its estate in competition with any Secured Party

If the Chargor receives any benefit, payment or distribution contrary to the terms of this Clause, it shall hold that benefit, payment or distribution (to the extent necessary to enable all amounts which may be or become payable to the Collateral Agent in connection with the Secured Liabilities to be repaid in full) on trust for the Collateral Agent and shall promptly pay or transfer the same to the Collateral Agent or to the Collateral Agent's nominee

23 11 Tacking

- (a) For the purposes of section 94(1)(c) of the LPA and section 49(3) of the Land Registration Act 2002, the Collateral Agent confirms on behalf of the Secured Parties that the Secured Parties will comply with their obligations to make further advances under the Financing Agreement subject to the terms of the Transaction Documents
- (b) The Chargor consents to an application being made to the Land Registry to enter the obligation to make further advances on the charges register of any registered land forming part of the Real Estate

23 12 Further assurance

- (a) The Chargor shall promptly, at its own cost, enter into execute and complete a Legal Mortgage over any Real Property in England and Wales not already the subject of a registrable Legal Mortgage
- (b) The Chargor shall promptly, at its own cost, do whatever the Collateral Agent requires- (in respect of (i) and (ii) below, acting reasonably)

- (i) to create, perfect and/or protect the Security created or intended be created by this Deed,
 - (ii) to create, perfect and/or protect the priority of the Security created or intended be created by this Deed,
 - (iii) to facilitate the exercise of any rights, powers and remedies vested in the Collateral Agent or any Receiver (or their respective Delegates) by this Deed and/or by the law, and/or
 - (iv) to facilitate the realisation of the Secured Assets
- (c) In order to satisfy its obligations under sub-clauses (a) and (b) above, the Chargor shall promptly, upon the request of the Collateral Agent, execute any transfer, conveyance, mortgage, charge, assignment or assurance over all or any of the assets constituting, or intended to constitute, the Secured Assets (whether in favour of the Collateral Agent or its nominee or otherwise) and make any registration or notatisation and give any notice, instructions, order or direction in respect of the Secured Assets

24 Prior Security Interests

- (a) In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the Secured Assets or in case of exercise by the Collateral Agent or any Receiver of any power of sale under this Deed, the Collateral Agent may redeem such prior Security or procure the transfer of such Security to itself
- (b) The Collateral Agent may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on the Chargor
- (c) All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Chargor to the Collateral Agent on demand together with accrued interest on such sums as well as before judgement at the rate from time to time applicable to unpaid sums specified in the Financing Agreement from the time or respective times of the same having been paid or incurred until payment of such sums (as well as after as before judgment)

25 Subsequent Security Interests

If the Collateral Agent acting in its capacity as trustee or otherwise or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security, assignment or transfer affecting the Secured Assets or any part of the Secured Assets which is prohibited by the terms of any Transaction Document, all payments made by or on behalf of the Chargor to the Collateral Agent or any of the other Secured Parties after such receipt of notice will (in the absence of any express contrary appropriation by that Chargor) be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Liabilities at the time that notice was received

26 Release of Security

Upon the occurrence of the Discharge Date, the Collateral Agent shall, at the request and reasonable cost of the Chargor, release and cancel the security constituted by this Deed and procure the reassignment to that Chargor of the property and assets assigned to the Collateral Agent pursuant to this Deed, in each case without recourse to, or any representation or warranty by, the Collateral Agent or any of its Delegates

27 Financial collateral

- (a) To the extent that any of the Secured Assets constitute "financial collateral" and this Deed constitutes a "security financial collateral arrangement" (as those terms are defined in the Regulations), the Collateral Agent shall, upon the Security created by this Deed becoming enforceable and to the extent permitted by the Regulations, have the right to appropriate all or any part of those Secured Assets in or towards the discharge of the Secured Liabilities without obtaining any court authorisation and in such order as the Collateral Agent may in its absolute discretion determine
- (b) The Parties agree that the value of any Secured Asset appropriated in accordance with sub-clause (a) above shall be
 - (i) in the case of cash denominated in the currency of denomination of the Secured Liabilities, the amount of such cash plus any accrued but unposted interest attributable to such cash on the date of appropriation,
 - (ii) in the case of any other cash, the amount of the currency of denomination of the Secured Liabilities that the Collateral Agent could purchase with the amount of such cash (plus any accrued but unposted interest attributable to such cash) on the date of appropriation at its spot rate of exchange for such purchase in the London foreign market at or about 11 00 a m on that date, or
 - (iii) in the case of Shares, shall be the price of those Shares at the time the right of appropriation is exercised as listed on any recognised market index, independent valuation or as determined by such other method as the Collateral Agent may select (acting reasonably and having regard to the nature of such Shares)
- (c) The Parties agree that the method of valuation provided for in this Clause 27 (Financial collateral) is commercially reasonable for the purposes of the Regulations

28 Currency

28 1 Relevant Currency

The Chargor is obliged under this Deed to discharge the Secured Liabilities in the Relevant Currency

28 2 Receipt in wrong currency

If at any time the Collateral Agent receives a payment (including by set-off) referable to any of the Secured Liabilities from any source in a currency other than the Relevant Currency, then

- (a) that payment will take effect as a payment to the Collateral Agent of the amount in the Relevant Currency which the Collateral Agent is able to purchase (after deduction of any relevant costs) with the amount of the payment so received at its spot rate of exchange for such purchase in the London foreign exchange market at or about 11 00 a m on that date, and
- (b) if such payment is treated pursuant to paragraph (a) above as a payment of an amount which falls short of the relevant liability of the Chargor expressed in the Relevant Currency, that Chargor as a separate and independent obligation will on demand from time to time indemnify the Collateral Agent against such shortfall

29 Payments to be made without Deduction

29 1 No deductions

All sums payable by the Chargor under this Deed shall be paid in the Relevant Currency in immediately available funds and shall be paid to the credit of such account as the Collateral Agent may designate. All such payments shall be made in full without set-off of any sum owing by the Collateral Agent to that Chargor or counterclaim and free and clear of any deductions of or withholding for or on account of any Tax or for any other reason, except to the extent that any such deduction or withholding is required by law.

29 2 Grossing-up

If at any time the Chargor is required by law to make any deduction or withholding from any payment due from that Chargor to the Collateral Agent, that Chargor shall simultaneously pay to the Collateral Agent whatever additional amount is necessary in accordance with section 2.6 (Taxes) of the Financing Agreement.

30 Assignment and Transfer

30 1 Chargor consent to assignment/transfer by Collateral Agent

The Chargor consents to the assignment and/or transfer by the Collateral Agent of any one or more of its rights and/or obligations under this Deed, provided such assignment and/or transfer is in accordance with the Financing Agreement.

30 2 No assignment/transfer by Chargor

No Chargor may assign or transfer any one or more of its rights and/or obligations under this Deed.

31 Indemnity to the Collateral Agent

(a) The Chargor shall within three Business Days of written demand indemnify the Collateral Agent and every Receiver and Delegate against any cost, loss or liability incurred by any of them as a result of

- (i) the taking, holding, protection or enforcement of the Security constituted under this Deed,
- (ii) the exercise of any of the rights, powers, discretions and remedies vested in the Collateral Agent, each Receiver and their Delegate and sub-delegates by this Deed or by law, or
- (iii) any default by the Chargor in the performance of any of the obligations expressed to be assumed by it in this Deed.

(b) The Collateral Agent may, in priority to any payment to the Secured Parties, indemnify itself out of the Secured Assets in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this Clause 31 and shall have a lien on the Security constituted under this Deed and the proceeds of the enforcement of such Security for all monies payable to it.

32 Miscellaneous

32 1 Variations

No variation of the terms of this Deed shall be valid unless such variation is in writing and signed by the Chargor and the Collateral Agent.

32 2 Third party rights

- (a) Unless expressly provided to the contrary in a Transaction Document a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Act") to enforce or enjoy the benefit of any term of this Agreement
- (b) Notwithstanding any term of any Transaction Document, the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time

32 3 Perpetuity period

The trusts created by this Deed have a perpetuity period of 125 years

32 4 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

33 Notices

33 1 Communications in writing

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

33 2 Addresses

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

- (a) in the case of the Collateral Agent, that set out in section 13 7 (Notices) of the Financing Agreement, and
- (b) in the case of the Chargor that notified in writing to the Collateral Agent on or prior to the date on which it became a Party

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

33 3 Delivery

- (a) Any communication or document made or delivered by the Collateral Agent to the Chargor under or in connection with this Deed shall only be effective
 - (i) if by way of fax, when received in legible form, or
 - (ii) 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 the relevant party at that address,

and, in the case of the Collateral Agent, if a particular department or officer is specified as part of its address details provided under Clause 33 2 (Addresses), if addressed to that department or officer

- (b) (i) Any communication or document to be made or delivered to the Collateral Agent will be effective only when actually received by the Collateral Agent and then only if it is expressly marked for the attention of the department or officer identified in Clause 33 2 (Addresses) (or any substitute department or officer as the Collateral Agent will specify for this purpose)

- (ii) Any communication or document made or delivered by the Collateral Agent to the Chargor under or in connection with this Deed shall be deemed to have been made to all of the other Chargor on the same date

33 4 English language

- (a) Any notice given under or in connection with this Deed must be in English
- (b) All other documents provided under or in connection with this Deed must be
 - (i) in English, or
 - (ii) if not in English, and if so required by the Collateral 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

34 Governing Law and Jurisdiction

34 1 Governing law

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

34 2 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute")
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary
- (c) This Clause 34 2 is for the benefit of the Collateral Agent only. As a result, the Collateral Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Collateral Agent may take concurrent proceedings in any number of jurisdictions

This Deed is executed as a deed by the Chargor and is signed for and on behalf of the Collateral Agent and is delivered and takes effect on the date at the beginning of this Deed

SCHEDULE 1

Mortgaged Property

Part 1

Registered Land

(Intentionally left blank)

Part 2

Unregistered Land

(intentionally left blank)

SCHEDULE 2

Part 1 – Blocked Account Details

None as at the date hereof

Part 2 - General Accounts				
Name of Account Bank	Name of Account Holder	Account Name	Account Number	Type of Account
Barclays Bank PLC, 9-11 St Andrews St , Cambridge, CB2 3AA	Think Finance (UK) Ltd	Operating	53137341	Checking
Barclays Bank PLC	Think Finance (UK) Ltd	Sunny	53435059	Checking
Barclays Bank PLC	Think Finance (UK) Ltd	Quid	53805301	Checking
Barclays Bank PLC	Think Finance (UK) Ltd	Payroll	10967343	Checking
Barclays Bank PLC	Think Finance (UK) Ltd	Supplier	80945757	Checking
Barclays Bank PLC	Think Finance (UK) Ltd	Sunny	23492842	Checking
Barclays Bank PLC	Think Finance (UK) Ltd	Quid	73706745	Checking
Clydesdale Bank Agnculture House Moseleys Farm Fornham All Saints Bury St Edmunds, Suffolk, IP28 6JY	Think Finance (UK) Ltd	Deposit	00049294	Checking
Clydesdale Bank	Think Finance (UK) Ltd	Deposit	00049286	Checking

SCHEDULE 4

Insurance Policies

Intentionally left blank

SCHEDULE 6

Form of Legal Mortgage

THIS DEED is dated [] between

- (1) [•] registered in [England and Wales with company number [•]] (the "Chargor"), and
- (2) [NAME OF BANK] whose office is at [] or such other office as it may select from time to time as trustee for the Secured Parties (as defined in the Financing Agreement referred to below) (the "Collateral Agent")

BACKGROUND

The Chargor enters into this Deed in connection with the Financing Agreement(as defined below)

IT IS AGREED as follows

1 Definitions

In this Deed

"**Debenture**" means the debenture dated [•] granted by, amongst others, the Chargor in favour of the Collateral Agent

"**Financing Agreement**" means [the [insert amount] Financing Agreement dated [insert date] between, amongst others [insert name of borrower], the Secured Parties and the Collateral Agent

"**Mortgaged Property**" means any freehold, leasehold or immovable property specified in Schedule 2 (Mortgaged Property)

2 Construction

- 2 1 Unless defined in this Deed, a term defined in the Debenture has the same meaning in this Deed and in any notice given under or in connection with this Deed

- 2 2 The provisions of clause 2(b)(i), clause 2(b)(vi) to 2(b)(xiii) (inclusive), clause 2(c) to 2(g) (inclusive), clause 2(i), clause 5 5 to 5 6 (inclusive), Clause 14 to 35 (inclusive) are incorporated into this Deed as if references in those clauses to the Debenture were references to this Deed and if all references in those clauses to Secured Assets were references to the Mortgaged Property

3 Undertaking to Pay

The Chargor covenants with the Collateral Agent (as trustee for the Secured Parties) to pay, discharge and satisfy all the Secured Liabilities when due in accordance with their respective terms (or, if the relevant terms do not specify a time for payment, immediately on demand by the Collateral Agent) and to indemnify the Secured Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Liabilities in accordance with their respective terms

4 Security

- 4 1 All Security created under this Deed

- (a) is created in favour of the Collateral Agent as trustee for the Secured Parties,
- (b) is security for the payment, discharge and performance of all the Secured Liabilities except for any Secured Liabilities which, if secured by this Deed, would cause such security to be unlawful or prohibited by any applicable law, and

- (c) is granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- 4 2 The Chargor charges by way of first legal mortgage all the Mortgaged Property and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use the Mortgaged Property
- 5 **Application to the Land Registry**
- The Chargor consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship register of any property which is, or is required to be, registered forming part of the Mortgaged Property
- "No disposition of the registered estate by the proprietor of the registered estate [or by the proprietor of any registered charge not being a charge registered before the entry of this restriction] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of [insert name of Collateral Agent here] referred to in the charges register or its conveyancer "
- 6 **Further Advances**
- 6 1 For the purposes of section 94(1) of the LPA and section 49(3) of the Land Registration Act 2002, the Collateral Agent confirms on behalf of the Secured Parties that the Secured Parties will comply with their obligations to make further advances under the Financing Agreement subject to the terms of the Finance Documents
- 6 2 The Chargor consents to an application being made to the Land Registry for a notice in the following terms to be entered on the Register of Title relating to any Mortgaged Property registered at the Land Registry
- "The lenders under a Financing Agreement dated [] between, amongst others, [insert name of borrower], [insert name of the Facility Agent] as facility agent and [insert name of the Collateral Agent] as Collateral Agent are under an obligation (subject to the terms of that Financing Agreement) to [insert name of borrower] to make further advances and the legal mortgage referred to in the charges register dated [-] in favour of [insert name of Collateral Agent] (as trustee for the secured parties referred to in that debenture) secures those further advances "
- 7 **Miscellaneous**
- A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed
- 8 **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
- 9 **Governing Law**
- 9 1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law
- 9 2 (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute")

- (b) The Chargor and the Collateral Agent agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly neither the Chargor nor the Collateral Agent will argue to the contrary
 - (c) This Clause 9.2 (Deposit of title documents) is for the benefit of the Collateral Agent only. As a result, the Collateral Agent will not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Collateral Agent may take concurrent proceedings in any number of jurisdictions
- 9.3
- (a) [Without prejudice to any other mode of service allowed under any relevant law, the Chargor
 - (i) irrevocably appoints [] as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed, and
 - (ii) agrees that failure by an agent for service of process to notify it of the process will not invalidate the proceedings concerned
 - (b) If any person appointed as agent for process is unable for any reason to act as agent for service of process, the Chargor shall as soon as reasonably practical (and in any event within [] days of such event taking place) appoint another agent on terms acceptable to the Collateral Agent. Failing this, the Collateral Agent may appoint another agent for this purpose
 - (c) The Chargor expressly agrees and consents to the provisions of this Clause 9 (Governing Law)]

THIS DEED is executed as a deed by the Chargor and is signed for and on behalf of the Collateral Agent and is delivered and takes effect on the date stated at the beginning of this Deed

SCHEDULE 7
MORTGAGED PROPERTY

Part 1
Registered Land

District County/London Borough	and	Description of Property	Title Number
		[]	[]

Part 2
Unregistered Land

[Name of Chargor]

The freehold/leasehold property known as
and comprised in the following title (deed)(s) and other documents
of title

Date	Document	Parties

EXECUTION PAGES TO LEGAL MORTGAGE

The Chargor

EXECUTED as a Deed)
by affixing the COMMON SEAL of)
[INSERT NAME OF CHARGOR])

in the presence of

_____ Director
_____ Name of Director
_____ Director/Secretary
_____ Name of Director/Secretary

The Collateral Agent

Signed for and on behalf of

[INSERT NAME OF COLLATERAL AGENT]

By

Address

Fax

Attention

SCHEDULE 8

Form of Notice and Acknowledgment for Account Bank (Blocked Account)

Part 1

Form of Notice to Account Bank (Blocked Account)

[On the Letterhead of the Chargor]

To [name and address of third party bank]

Attention []

Copy to [Collateral Agent details]

Date []

Dear Sirs

Debenture dated [] (the "Debenture") between, amongst others, [] (the "Chargor") and [] (the "Collateral Agent")

This letter constitutes notice to you that, pursuant to the Debenture, we have [assigned to]/charged (by way of first fixed charge) in favour of the Collateral Agent all our present and future rights and interest in and to account number [] in our name with you (the "Blocked Account") together with all money from time to time standing to the credit of that [Blocked] Account, all interest accruing in relation to such [Blocked] Account and all Related Rights

In this notice, "Related Rights" means, in respect of the Blocked Account, all present and future

- (a) money and proceeds of any nature paid or payable in relation to the Blocked Account, including sale proceeds and money paid by way of damages, award or judgment made in connection with that Blocked Account, and
- (b) all rights and assets of any nature attaching to, deriving from or exerciseable as a result of an interest in or ownership or operation of the Blocked Account

We irrevocably instruct and authorise you to

- 1 credit to the Blocked Account all interest from time to time earned on the sums of money held in the Blocked Account,
- 2 deal only with the Collateral Agent in relation to the Blocked Account unless you receive written instructions from the Collateral Agent to the contrary,
- 3 hold all sums from time to time standing to the credit of the Blocked Account to the order of the Collateral Agent,
- 4 comply with the terms of any written notice or instructions (including payment instructions) relating to the Blocked Account or the sums standing to the credit of the Blocked Account from time to time which you may receive from the Collateral Agent without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instructions,
- 5 disclose to the Collateral Agent, without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure, such information relating to the

Blocked Account and the sums in the Blocked Account as the Collateral Agent may from time to time request, and

- 6 send copies of all notices and communications relating to the Blocked Account to the Collateral Agent as well as to us

Please note that we are and will remain liable to perform all the obligations assumed by us under any mandate or other agreement relating to the Blocked Account and that neither the Collateral Agent, any Receiver nor any of their agents will at any time have any liability to you regarding the Blocked Account

We are not permitted, without the Collateral Agent's prior written consent, to permit or agree to any variation of the terms and conditions relating to the Blocked Account or to close the Blocked Account

The instructions in this notice may not be revoked or varied without the prior written consent of the Collateral Agent

This notice is governed by English law

Please confirm your agreement to the above by sending the attached acknowledgement to *[identify Collateral Agent officer]* at *[insert address details of Collateral Agent]* with a copy to us at the above address

Yours faithfully

[Authorised signatory of Chargor]

Part 2
Form of Acknowledgement from Account Bank (Blocked Account)
[On the letterhead of the Account Bank]

To [Collateral Agent]

Attention []

Copy to []

Date []

Dear Sirs

Debenture dated [] (the "Debenture") between, amongst others, [] (the "Chargor") and [] (the "Collateral Agent")

We confirm receipt from the Chargor of a notice dated [] 201[] (the "Notice") of the creation of [an assignment/a first fixed charge], pursuant to the terms of the Debenture, of all the Chargor's present and future rights and interest in and to account number [] held with us in the name of [the Chargor] (the "Blocked Account") together with all money from time to time standing to the credit of that Blocked Account, all interest accruing in relation to such Blocked Account and all Related Rights (as defined in the Notice)

We confirm that

- 1 the balance on the Blocked Account as at today's date is £[].
- 2 we accept the instructions and authorisations contained in the Notice and undertake to comply with the terms of the Notice,
- 3 we have not received notice of the creation of any other assignment or security regarding the Blocked Account or of the creation of any third party interest in the Blocked Account or in the sums of money held in the Blocked Account or the debts represented by those sums and we will notify you promptly should we receive any such notice,
- 4 we do not have and will not in future create, accept or enforce any security interest or right of set-off or combination or other right in respect of the Blocked Account, the sums of money held in the Blocked Account or the debts represented by those sums, and
- 5 we will not amend the terms or conditions upon which the Blocked Account is operated or close the Blocked Account without your prior written consent

This letter is governed by English law

Yours faithfully

for and on behalf of
[third party bank]

SCHEDULE 9

Form of Notice and Acknowledgment for Account Bank

Part 1

Form of Notice to Account Bank

[On the Letterhead of the Chargor]

To [name and address of third party bank]

Attention []

Copy to [Collateral Agent details]

Date []

Dear Sirs

Debenture dated [] (the "Debenture") between, amongst others, [] (the "Chargor") and [] (the "Collateral Agent")

This letter constitutes notice to you that, pursuant to the Debenture, we have charged (by way of first fixed charge) in favour of the Collateral Agent all our present and future rights and interest in and to account number [] in our name with you (the "Account") together with all money from time to time standing to the credit of that Account, all interest accruing in relation to such Account and all Related Rights

In this notice, "Related Rights" means, in respect of the Account, all present and future

- (a) money and proceeds of any nature paid or payable in relation to the Account, including sale proceeds and money paid by way of damages, award or judgment made in connection with that Account, and
- (b) all rights and assets of any nature attaching to, deriving from or exerciseable as a result of an interest in or ownership or operation of the Account

We irrevocably instruct and authorise you to

- 1 credit to the Account all interest from time to time earned on the sums of money held in the Account,
- 2 if an Event of Default (as defined in the Financing Agreement) has occurred
 - (a) to disclose to the Collateral Agent, without any reference to or further authority from us and without any liability or inquiry by you as to the justification for such disclosure, such information relating to the Accounts and the sums in each Account as the Collateral Agent may, at any time and from time to time, request you to disclose to it,
 - (b) to hold all sums from time to time standing to the credit of each Account in our name with you to the order of the Collateral Agent,
 - (c) to pay or release all or any part of the sums from time to time standing to the credit of each Account in our name with you in accordance with the written instructions of the Collateral Agent at any time and from time to time, and

- (d) to comply with the terms of any written notice or instructions in any way relating to the Accounts or the sums standing to the credit of the Accounts from time to time which you may receive at any time from the Collateral Agent without any reference to or further authority from us and without any liability or inquiry by you as to the justification for or validity of such notice or instructions

Please note that we are and will remain liable to perform all the obligations assumed by us under any mandate or other agreement relating to the Account and that neither the Collateral Agent, any Receiver nor any of their agents will at any time have any liability to you regarding the Account

We are not permitted, without the Collateral Agent's prior written consent, to permit or agree to any material variation of the terms and conditions relating to the Account or to close the Account

Please note, if an Event of Default has occurred, we are not permitted to withdraw any amount from the Account without the prior written consent of the Collateral Agent. We will notify you of the occurrence of a Event of Default

For the avoidance of doubt, prior to a Event of Default, we shall be free to operate the Accounts

The instructions in this notice may not be revoked or varied without the prior written consent of the Collateral Agent

This notice is governed by English law

Please confirm your agreement to the above by sending the attached acknowledgement to *[identify Collateral Agent officer]* at *[insert address details of Collateral Agent]* with a copy to us at the above address

Yours faithfully

[Authorised signatory of Chargor]

Part 2
Form of Acknowledgement from Account Bank
[On the letterhead of the Account Bank]

To **[Collateral Agent]**

Attention []

Copy to []

Date []

Dear Sirs

Debenture dated [] (the "Debenture") between, amongst others, [] (the "Chargor") and [] (the "Collateral Agent")

We confirm receipt from the Chargor of a notice dated [] 201[] (the "Notice") of the creation of [an assignment/a first fixed charge], pursuant to the terms of the Debenture, of all the Chargor's present and future rights and interest in and to account number [] held with us in the name of [*the Chargor*] (the "**Account**") together with all money from time to time standing to the credit of that Account, all interest accruing in relation to such Account and all Related Rights (as defined in the Notice)

We confirm that

- 1 the balance on the Account as at today's date is £[],
- 2 we accept the instructions and authorisations contained in the Notice and undertake to comply with the terms of the Notice,
- 3 we have not received notice of the creation of any other assignment or security regarding the Account or of the creation of any third party interest in the Account or in the sums of money held in the Account or the debts represented by those sums and we will notify you promptly should we receive any such notice,
- 4 we do not have and will not in future create, accept or enforce any security interest or right of set-off or combination or other right in respect of the Account, the sums of money held in the Account or the debts represented by those sums, and

we will not amend the material terms or conditions upon which the Account is operated or close the Account without your prior written consent

This letter is governed by English law

Yours faithfully

for and on behalf of
[third party bank]

SCHEDULE 10

Form of Notice and Acknowledgement for Insurer

Part 1

Form of Notice to Insurer

[On the letterhead of the Chargor]

To [insert name and address of Insurer]

Copy to [Collateral Agent details]

Date []

Dear Sirs

Debenture dated [] between, amongst others, [] (the "Chargor") and [] (the "Collateral Agent") (the "Debenture")

This letter constitutes notice to you that, pursuant to the Debenture, we have assigned to the Collateral Agent by way of security all amounts payable to us under or in connection with the [describe insurances] (the "Policy"), all our rights in connection with those amounts and all Related Rights

In this notice, "Related Rights" means, in respect of the Policy, all present and future

- (a) money and proceeds of any nature paid or payable in relation to the Policy, including sale proceeds and money paid by way of damages, award or judgement made in connection with that Policy, and
- (b) all rights and assets of any nature attaching to, deriving from or exerciseable as a result of an interest in or ownership or operation of the Policy

We irrevocably authorise and instruct you to

- 1 disclose to the Collateral Agent without any reference to or further authority from us (and without any enquiry by you as to the justification for such disclosure), such information relating to the Policy as the Collateral Agent may at any time request,
- 2 pay any sums from time to time due and payable by you under the Policy to the Collateral Agent in accordance with any written instructions given to you by the Collateral Agent from time to time,
- 3 comply with the terms of any notice or instructions relating to the Policy which you receive from the Collateral Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction),
- 4 note on the Policy the Collateral Agent's interest as first priority assignee of (i) all amounts payable under the Policies, and (ii) all rights in connection with those amounts under the Policy, and
- 5 send copies of all notices issued under the Policy to the Collateral Agent as well as to us

Please note that we are and will remain liable to perform all the obligations assumed by us under the Policy and that neither the Collateral Agent, any Receiver nor any of their agents nor any other person will have any liability to you under the Policy

We are not permitted to agree any amendment or supplement to or to waive any term of the Policy or to terminate any Policy without the prior written consent of the Collateral Agent

The instructions in this notice may not be revoked or amended without the prior written consent of the Collateral Agent

Please confirm your agreement to the above by sending the attached acknowledgement to the Collateral Agent at [address] with a copy to us at the above address

This notice is governed by English law

Yours faithfully

For and on behalf of
[CHARGOR]

Part 2
Form of Acknowledgement from Insurer
[On the letterhead of the Insurer]

To [Collateral Agent]
[Address]

Copy [Chargor]

Date []

Dear Sirs

Debenture dated [] between, amongst others, [] (the "Chargor") and [] (the "Collateral Agent") (the "Debenture")

We acknowledge receipt from the Chargor of a notice dated (the "Notice") of an assignment, pursuant to the terms of the Debenture, of (i) all amounts payable to the Chargor under or in connection with the Policy, (ii) all the Chargor's rights in connection with those amounts, and (iii) all Related Rights, as defined in the Debenture (as defined in the Notice)

We confirm that

- 1 we accept the instructions and authorisations contained in the Notice and undertake to act in accordance with and comply with the terms of the Notice,
- 2 we have noted your interest as first priority assignee of the amounts and rights, title and interest under the Policy,
- 3 after receipt of written instructions from the Collateral Agent in accordance with paragraph 2 of the Notice, we will pay all monies to which the Chargor are entitled under the Policy direct to the Collateral Agent (and not to the Chargor) unless the Collateral Agent otherwise agrees in writing
- 4 we will not terminate or otherwise allow any of the Policy to lapse without giving you at least 14 days' prior written notice,
- 5 we have not received notice of the creation of any other assignment of or any security over rights or proceeds arising under the Policy in favour of any third party or the creation of any other third party interest in those rights or proceeds,
- 6 we will notify you, the Collateral Agent, at least 14 days before the Policy is due to expire, if we have not received the Chargor's renewal instructions in relation to such Policy,
- 7 we agree that no term of the Policy may be amended, supplemented or waived without your prior written consent,
- 8 we agree to notify you if the Chargor breach the terms of any Policy or otherwise gives us grounds to declare any Policy void or voidable and, where the breach is capable of being remedied, to allow you or your agents to remedy the relevant breach, and
- 9 we have not claimed or exercised, and have no outstanding right to claim or exercise, any right of set-off or counterclaim, or other right, in relation to any sum paid or payable under the Policy

All terms used in this letter have the same meaning as in the Notice

This letter is governed by English law

Yours faithfully

EXECUTION PAGES

NOTICE TO CHARGOR. THIS IS AN IMPORTANT DOCUMENT SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND YOU ARE RECOMMENDED TO TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING. IF YOU SIGN AND THE LENDERS AND HOLDERS ARE NOT PAID YOU MAY LOSE THE SECURED ASSETS

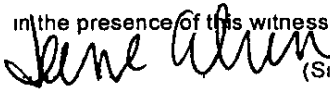
CHARGOR

EXECUTED AND DELIVERED as a deed
for and on behalf of **THINK FINANCE (UK) LIMITED**



(Director)

in the presence of this witness



(Signature)

Jeanne Gulner

(Print name)

401 Hazelwood Dr

(Address)

Fort Worth, TX 76107 USA

Retired

(Occupation)

COLLATERAL AGENT

SIGNED on behalf of

VICTORY PARK MANAGEMENT, LLC

by

(authorised signatory)

Joe Nwodo

Katten Muchin Roseman UK LLP

125 Old Broad Street

London

EC2N 1AR