



Registration of a Charge

Company Name: **H & T GROUP PLC**

Company Number: **05188117**



Received for filing in Electronic Format on the: **08/03/2024**

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Details of Charge

Date of creation: **20/02/2024**

Charge code: **0518 8117 0010**

Persons entitled: **KROLL TRUSTEE SERVICES LIMITED**

Brief description: **THE INSTRUMENT CREATES A CHARGE, EXPRESSED AS A FIXED CHARGE, OVER LAND, SHIP, AIRCRAFT AND INTELLECTUAL PROPERTY OF THE COMPANY. NONE IS SPECIFIED. PLEASE REFER TO THE INSTRUMENT FOR MORE DETAILS.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by:

TIM KENNEDY, AKIN GUMP LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5188117

Charge code: 0518 8117 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th February 2024 and created by H & T GROUP PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th March 2024 .

Given at Companies House, Cardiff on 8th March 2024

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



Companies House



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

EXECUTION VERSION

Debenture

- (1) The Companies
and
- (2) KROLL Trustee Services Limited (as
Security Agent)

Dated 20 February 2024

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THIS DEBENTURE (the “**Debenture**”) is made the 20 day of February 2024

By:

- (1) **The Companies** whose details are set out in Schedule 2 (each together with any company that has executed an Accession Deed (as defined below) in favour of the Security Agent (as defined below)) (a “**Company**” and together the “**Companies**”),

in favour of:

- (2) **KROLL TRUSTEE SERVICES LIMITED**, as security trustee for the Secured Parties (as defined below) (the “**Security Agent**”), which expression shall include any person for the time being appointed as security agent and trustee for the purposes of, and in accordance with, the Note Purchase Agreement (as defined below) and the Intercreditor Agreement (as defined below).

Background

- (A) The Holders have agreed in accordance with the terms and conditions of the Note Purchase Agreement, dated as of the date hereof, between Harvey & Thompson Limited (the “**Issuer**”), the Parent (as defined below), the purchasers identified therein and the Security Agent (as the same may be amended, restated, varied, supplemented, novated or replaced from time to time, the “**Note Purchase Agreement**”) to purchase from the Issuer (i) £10,000,000 aggregate principal amount of the Issuer’s 8.37% Series A Senior Secured Notes due 21 February 2029 (the “**Series A Notes**”), and (ii) £15,000,000 aggregate principal amount of the Issuer’s 8.43% Series B Senior Secured Notes due 21 February 2031 (the “**Series B Notes**” and, together with the Series A Notes and any additional notes of any series issued pursuant to the Note Purchase Agreement, including any amendment, restatement or other modification of any such notes and all notes issued in exchange, replacement or substitution thereof pursuant to Section 15 (*Registration; Exchange; Substitution of Notes*) of the Note Purchase Agreement, the “**Notes**”).
- (B) As a condition of the Note Purchase Agreement, the Companies are required to enter into this Debenture.
- (C) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

Now this Deed witnesses as follows:

1. Definitions and interpretation

1.1 Definitions

Words and expressions defined in the Note Purchase Agreement or whose definitions are imported into the Note Purchase Agreement shall bear the same meaning in this Debenture unless otherwise defined in this Debenture or unless the context otherwise requires.

1.2 In this Debenture:

“2003 Rules” means the Land Registration Rules to the Land Registration Act 2002;

“Accession Deed” means a document substantially in the form set out in Schedule 6 (*Form of Accession Deed*);

“Administrator” means any administrator appointed pursuant to this Debenture;

“Assets” mean the whole of the property or undertaking (including uncalled share capital) which is or may from time to time be comprised in the property and undertaking of each of the Companies.

“Domain Names” means those domain names whose details are set out in Schedule 5, Part 1;

“Event of Default” means an event of default as such term is defined in the Note Purchase Agreement;

“Financial Collateral” shall have the meaning given to that expression in the Financial Collateral Regulations.

“Financial Collateral Regulations” mean the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I. 2003 No. 3226).

“Future Acquired Leasehold Property” has the meaning given to it in clause 4.4(b).

“Group” means the Parent and each of its Subsidiaries from time to time;

“Intercreditor Agreement” means the pari passu ranking agreement, dated the date of this Debenture, between among others, the Issuer, the Parent, the Noteholders (as defined therein), the Security Agent and the other Creditors (as defined therein) and as amended, novated, supplemented, extended, varied or restated (however fundamentally).

“Material Future Acquired Leasehold Property” has the meaning given to it in clause 4.4(b)(i).

“Material Future Acquired Freehold Property” has the meaning given to it in condition 3.3(b).

“Note Purchase Agreement” is defined in paragraph A above in Background;

“Parent” means H & T Group PLC (company number: 05188117) whose registered office is situated at Times House, Throwley Way, Sutton, Surrey SM1 4AF;

“Patents” means those patents whose details are set out in Schedule 5, Part 3;

“the Planning Act” means the Town and Country Planning Act 1990, the Planning Act 2008 and all regulations made or taking effect as if made thereunder as from time to time amended and re-enacted by subsequent legislation and regulations;

“Pledged Security” means the right and interest of any Company in the Pledged Stock (which shall include (without limitation) the power to exercise a right of sale over the Pledged Stock in accordance with any pawn loan agreement);

“Pledged Stock” means all of the items pledged to a Company in respect of any pawn loans;

“Receiver” means any receiver, receiver and manager or manager appointed pursuant to this Debenture;

“Sale Rights” means all rights to sell, liens and other choses in action held by a Company in respect of the assets pawned to such Company as security for the obligations of customers under any pawn loan agreement, as the same shall be governed by the applicable pawn loan agreements;

“Secured Liabilities” means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of each Company to the Security Agent and the Secured Parties under the Finance Documents together with:

- (a) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities of any Company under any credit agreement entered into after the date hereof with all or any of the Secured Parties which is entered into wholly or partially in order to refinance the Secured Liabilities at the date hereof;
- (b) any further obligations and liabilities which may be made by any Secured Party to any Company under any agreement expressed to be supplemental to any of the Finance Documents and all interest, fees, and costs in connection therewith;
- (c) all costs, charges and expenses incurred by the Security Agent or any of the Secured Parties in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents;
- (d) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with the Finance Documents;
- (e) any claim against any Company flowing from the recovery by a Company of a payment or discharge in respect of any of those obligations or liabilities on grounds of preference or otherwise; and
- (f) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings;

“Secured Parties” has the meaning given to such term in the Note Purchase Agreement;

“Security Financial Collateral Arrangement” shall have the meaning given to that expression in the Financial Collateral Regulations.

“Shares” means those shares whose details are set out in Schedule 4; and

“Trademarks” means those trademarks whose details are set out in Schedule 5, Part 2.

1.3 Save where the contrary is indicated, any reference in this Debenture to:

“book debts” shall be construed as a reference to all debts due to the Companies whether or not the sum is such as would in the ordinary course of business be entered in the books relating to such business and shall extend to and be deemed to include all bank deposits, royalties, fees and income of like nature in relation to intellectual property and all moneys becoming payable to the Companies in respect of debts due to or claims (including insurance claims) by the Companies notwithstanding that the amount thereof shall not have been quantified at the time when the moneys hereby secured shall have become payable. For the avoidance of doubt **“book debts”** shall include those debts arising under any pawn loan agreements;

a **“company”** includes any body corporate;

“intellectual property” shall be construed as a reference to the property described in clause 4.1.5;

“mortgaged property” shall be construed as a reference to the property described in clauses 4.1.1 - 4.1.10 inclusive, subject to the provisos contained in clause 4;

“specifically mortgaged property” shall be construed as a reference to the property described in clause 4.1.1;

“stock-in-trade” and **“work-in-progress”** shall (without prejudice to the generality of those expressions) be construed so as to include:

- (i) all materials wherever situated belonging to the Companies which are intended to be or are in the course of being used for manufacture and all goods partly or wholly manufactured both present and future; and
- (ii) all general stores and stocks of product and like chattels belonging to the Companies and used in or adapted or intended for use in the course of manufacture (but not including plant, machinery and motor vehicles) both present and future); and

“book debts”, **“stock-in-trade”** and **“work-in-progress”** as defined herein shall be construed and shall be deemed to include all moneys becoming payable to the Companies in respect thereof under or by virtue of any policy of insurance taken out by the Companies against the nonpayment of book debts or the loss, damage or destruction of stock-in-trade or work-in-progress as the case may be.

1.4 Save where the contrary is indicated, any reference in this Debenture to this Debenture or any other agreement or document shall be construed as a reference to this Debenture or, as the case may be, such other agreement or document as the same may have been, or may from time to time be, amended, varied, supplemented or novated.

1.5 The limitations on liability set out in Section 6 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not apply to, or in respect of, the covenants implied by virtue of Sections 2(1)(a), 3 and 4 of that Act on the part of any Company by its execution and delivery of this Debenture.

- 1.6 The terms of the documents under which the Notes are to be issued and of any side letters between one or more of the Companies and/or the Secured Parties (or any of them) relating thereto are incorporated herein to the extent required for any purported disposition of the mortgaged property contained in this Debenture to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1.7 Any reference in this Debenture to the Secured Parties or the Security Agent shall include the successors, assignees and transferees of any of the Secured Parties or the Security Agent (as appropriate).
- 1.8 The Security Agent and the Companies agree that, with effect from the date of this Debenture, this Debenture is designated a Finance Document for the purposes of the Note Purchase Agreement.
- 1.9 If there is any conflict between, or if any inconsistency exists between, the terms of this Debenture and the terms of the Note Purchase Agreement, then the terms of the Note Purchase Agreement shall prevail.
- 1.10 If there is any conflict between, or if any inconsistency exists between, the terms of this Debenture and the terms of the Intercreditor Agreement, then the terms of the Intercreditor Agreement shall prevail.
- 1.11 Save where the context otherwise requires, the plural of any term includes the singular and vice versa.

2. Covenant to pay

Each of the Companies hereby, as principal debtor and not merely as surety, covenants with the Security Agent for itself and on behalf of the Secured Parties that it will pay or discharge the Secured Liabilities on the due date in the manner provided in the relevant Finance Document.

3. Preservation of Rights

- 3.1 The obligations of the Companies contained in this Debenture shall be in addition to and independent of every other security which the Security Agent and the Secured Parties or any of them may at any time hold in respect of any of the Companies' respective obligations under the Finance Documents. The obligations of the Companies contained in this Debenture shall constitute and be continuing obligations notwithstanding any settlement of account or other matter or thing whatsoever and in particular, but without limitation, shall not be considered satisfied by any intermediate payment or satisfaction of all or any of the obligations of any of the Companies under the Finance Documents and shall continue in full force and effect until final and irrevocable payment in full of all the Secured Liabilities, total satisfaction of all the Companies' respective actual and contingent obligations thereunder (including, for the avoidance of doubt, satisfaction by the provision of cash cover by any of the Companies in respect of such contingent obligations in a manner reasonably acceptable to the Secured Parties) and termination of all lending commitments under the Finance Documents.

- 3.2 Neither the Security Agent nor the Secured Parties nor any of them shall be obliged before exercising any of the rights, powers or remedies conferred upon them in respect of the Companies by any of the Finance Documents or by law:
- (a) to make any demand of any of the Companies other than that required by the terms of the Finance Documents;
 - (b) to take any action or obtain judgment in any court against any of the Companies;
 - (c) to submit, make or file any claim or proof in a winding-up or dissolution of any of the Companies; or
 - (d) to enforce or seek to enforce any other security taken in respect of any of the obligations of any of the Companies under the Finance Documents.

This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

- 3.3 No delay on the part of the Security Agent in exercising any right, power or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
- 3.4 No amendment, modification or waiver of, or any consent with regard to, any provision of this Debenture shall in any event be effective unless the same shall be in writing, and signed and delivered by the Security Agent and then such amendment, modification, waiver or consent shall be effective only in the specific instance for the purpose for which it was given.

4. Charging Clause

- 4.1 Each Company with full title guarantee hereby charges in favour of the Security Agent (as trustee aforesaid) as continuing security for the payment and discharge of all the Secured Liabilities (subject to clause 4.3 below) its right, title and interest in:

4.1.1

- (a) the property described in Schedule 3 to this Debenture together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein (if any); and
- (b) all freehold and leasehold property of the Companies both present and future, together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein;

- 4.1.2 all plant, machinery, vehicles and other equipment now or hereafter owned by the Companies together with the benefit of any obligations and warranties given by the manufacturer or supplier of such plant, machinery or other equipment and the benefit of all maintenance agreements entered into between the Companies and any other person in respect of such plant, machinery and other equipment;

- 4.1.3 the Shares and all other shares and stock in the capital of any companies which as at the date hereof or at any time hereafter is owned by the Companies or in which the Companies otherwise have an interest together in all cases with all rights, including dividends and other distributions, arising in relation thereto;
- 4.1.4 the benefit of all present and future licences (statutory or otherwise) held in connection with their business or the user of any of the mortgaged property and the right to recover and receive all compensation which may at any time become payable to them in respect thereof;
- 4.1.5 the Domain Names, the Patents, the Trademarks and all other licences and patents (including applications and the rights to apply therefor), copyrights, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, know-how and rights in confidential information now or at any time belonging to them including all of the Companies' rights title and interest in any software program together with all fixes, corrections, updates and new versions thereof that any Company may acquire after the date of this Deed;
- 4.1.6 the goodwill and the uncalled capital of the Companies both present and future;
- 4.1.7 the book debts due or owing to the Companies both present and future;
- 4.1.8 all benefits in respect of all contracts and policies of insurance (including, for the avoidance of any doubt, all cover notes and any keyman life assurance policies) which are from time to time taken out by the Companies or (to the extent of such interest) in which it has an interest;
- 4.1.9 the stock-in-trade and work-in-progress, prepayments, investments quoted on a recognised stock exchange and cash of the Companies both present and future; and
- 4.1.10 the undertaking and all other property and assets of the Companies both present and future including the rights and interest of any Company in the Pledged Stock and the Pledged Security.
- 4.2 Subject to clause 4.5 below, until the relevant consent has been obtained there shall be excluded from the charges and assignments created by clause 4.1 and clause 6 any assets or rights held by the relevant Company under any contract or agreement the terms of which either preclude absolutely such Company from creating any charge or security or assigning the benefit of the contract or agreement or require the consent of any third party prior to the creation of such charge or security or assignment and such consent shall not have been previously obtained and provided that this Debenture may secure all amounts which that Company may receive, or has received, under that contract but will not secure the contract itself.
- 4.3 With regard to those contracts, assets and rights which have been excluded from the charging and assignment provisions of clause 4.1 and clause 6 where the consent of a third party is required to create the security set out in this Debenture the relevant Company will, at the reasonable request of the Security Agent, and at the cost of the relevant Company, make application for the consent of the relevant third party to the

creation of the relevant security set out in this Debenture and use reasonable endeavours to obtain such consent as soon as reasonably practicable.

4.4 Notwithstanding clauses 4.2 and 4.3 and subject to clause 4.5, any leasehold property held by any of the Companies which is subject, in the lease, to provisions prohibiting or restricting the lessee's ability to charge and assign such lease, shall nevertheless be subject to the security created by this Debenture it being agreed that no representation is given in any Finance Document about such conflict, save that:

- (a) in respect of any properties held by any of the Companies on the date of this Debenture, the Security Agent will only be entitled to request that the relevant Company notify each landlord of the existence of this Debenture and to obtain the relevant landlord's consent to the security set out in this Debenture upon the occurrence of an Event of Default which is continuing; and
- (b) in respect of any leasehold properties acquired by any of the Companies following the date of this Debenture (each a **"Future Acquired Leasehold Property"**), the Security Agent will:
 - (i) if such Future Acquired Leasehold Property is a leasehold property with a term of seven years or longer and with a leasehold premium in excess of £500,000, be entitled to request that the relevant Company notify the relevant landlord of the existence of this Debenture and to obtain the relevant landlord's consent to the security set out in this Debenture at any time (and where such request is issued by the Security Agent, such property shall be a **"Material Future Acquired Leasehold Property"**); and
 - (ii) in respect of any other Future Acquired Leasehold Property, only be entitled to request that the relevant Company notify each relevant landlord of the existence of this Debenture and to obtain the relevant landlord's consent to the security set out in this Debenture upon the occurrence of an Event of Default which is continuing.

4.5 The Security Agent further confirms that if any Company is lessee of a leasehold property (other than any leasehold property in respect of which notice has been served on and consent obtained from any landlord pursuant to clause 4.4 above) and the lessor (i) intimates that it will serve a Section 146 notice, (ii) serves a Section 146 notice in relation to, or (iii) otherwise begins to take proceedings for forfeiture of a lease on the grounds that its consent had not been obtained to the creation of a charge over that leasehold interest in this Debenture, the Security Agent will promptly release the security constituted by this Debenture over that lease.

5. Nature of Charges

5.1 The charges on the property and assets contained in clauses 4.1.1 - 4.1.8 inclusive are created as fixed charges and constitute charges by way of legal mortgage on the

property described in clause 4.1.1 which are now vested in the Companies, but shall not extend to any property and assets of the Companies that are situated in Scotland.

- 5.2 The charges on the property and assets contained in clauses 4.1.9 to 4.1.10 (and also on such of the said property and assets of the Companies both present and future as are situated in Scotland, as the Security Agent may have agreed in writing to exclude from the fixed charge or are otherwise not effectively charged hereunder by way of fixed charge) are created as floating charges until the provisions of Condition 12 set out in Schedule 1 to this Debenture become operative when the floating charges shall crystallise and become fixed charges. The charges created hereby shall be a continuing security and shall unless otherwise agreed in writing by the Security Agent be first charges.

6. Assignment of the Sale Rights and any pawn loan agreements

- 6.1 The Companies as security for the payment and discharge of all the Secured Liabilities hereby with full title guarantee assign and agree to assign to the Security Agent (as trustee aforesaid) all of their right, title and interest, present and future, in the Sale Rights and any pawn loan agreements.
- 6.2 Upon the automatic acceleration of the Notes or on the taking of any acceleration or enforcement action under section 12.1 (*Acceleration*) of the Note Purchase Agreement, the Security Agent may require that notice is served on the counterparties of the Sale Rights and/or the debtors under any pawn loan agreements, and such notice may be served by the Security Agent.

7. Assignment of Hedging Arrangements

The Companies as security for the payment and discharge of all the Secured Liabilities hereby with full title guarantee assign and agree to assign to the Security Agent (as trustee aforesaid) all of their right, title and interest, present and future, in any agreement or arrangement (including the Hedging Documents and Hedging Arrangements) that the Companies may enter into now or in the future with any person for the purpose of or in connection with the fixing, capping or hedging of the rate of interest payable by them in respect of any borrowing or indebtedness and any right or option to enter into any such agreement or arrangement.

8. Notice of Assignment of Hedging Arrangements

The relevant Company shall serve notice of the Security Agent's and the Secured Parties' interest in any agreement or arrangement referred to in clause 7 on any person who is a party to such agreement or arrangement in substantially the same form as set out in Part 1 of Schedule 7 or otherwise in such form as the Security Agent and the relevant Company may reasonably agree and shall use its reasonable endeavours to procure that such person acknowledges receipt of such notice in substantially the same form as set out in Part 2 of Schedule 7.

9. Financial Collateral

To the extent that the Assets constitute Financial Collateral and are subject to a Security Financial Collateral Arrangement created by or pursuant to this Debenture, the Security

Agent shall have the right, at any time after this Debenture becomes enforceable, to appropriate all or any part of those Assets in or towards the payment or discharge of the Secured Liabilities. The value of any Assets appropriated in accordance with this clause 9 (*Financial Collateral*) shall be the price of those Assets at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Security Agent may select (including independent valuation) provided that when exercising their rights under this clause, the Security Agent will act in accordance with common law duties owed to the Companies. Each Company agrees that the methods of valuation provided for in this clause 9 (*Financial Collateral*) are commercially reasonable for the purposes of Regulation 18 of the Financial Collateral Regulations. To the extent that the Assets constitute Financial Collateral, each Company agrees that such Assets shall be held or designated so as to be under the control of the Security Agent for all purposes of the Financial Collateral Regulations.

10. Incorporation of Conditions

This Debenture is issued subject to and with the benefit of the conditions set out in the Schedule 1 to this Debenture.

11. Remedies Cumulative

All obligations of the Companies and all rights, powers and remedies of the Security Agent and the Secured Parties expressed in this Debenture are in addition to all other rights, powers and remedies possessed by them, including, without limitation, those provided in the Finance Documents, by the applicable law or in any other written instrument or agreement relating to any of the Companies' obligations or the mortgaged property.

12. Set-Off

The Security Agent and each Secured Party may set off any matured obligation due from a Company under the Finance Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by the Security Agent or that Secured Party to that Company, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Agent or that Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

13. Accession of an additional Company/Companies

Any Subsidiary of the Parent which from time to time becomes a Guarantor pursuant to section 10.22 (*Guarantors*) of the Note Purchase Agreement (or is otherwise required to grant Security in favour of the Security Agent shall accede to this Debenture by delivering to the Security Agent a duly completed and executed Accession Deed and comply with the other requirements of such section 10.22.

14. Obligations Joint and Several

All obligations of the Companies in this Debenture are joint obligations as well as several obligations.

15. Governing Law

This Debenture and any dispute, controversy, proceedings, claim or obligation of whatever nature arising out of or in any way relating to it, its subject matter or formation (whether contractual or non-contractual) shall be governed by and construed in accordance with English law.

In witness this Debenture has been executed by each of the Companies and the Security Agent and delivered as a deed on the date appearing at the head of page 1.

Schedule 1

Conditions

1. Deposit of Deeds and Documents of Title

Subject to the terms of the Intercreditor Agreement, the Companies shall (if required by the Security Agent and subject to any requirement to send any such document to HM Land Registry in connection with the registration of the relevant property) deposit with the Security Agent and the Security Agent shall during the continuance of this security be entitled to hold and retain all deeds and documents of title relating to the specifically mortgaged property together with all insurance policies and certificates relating to the mortgaged property.

2. Records

The Companies shall keep at their registered office or the office of their legal advisors records concerning the mortgaged property which shall be in such a form as to enable the Security Agent to determine at any time the ownership and occupation of the mortgaged property. The Companies shall maintain their books and records in a manner such that the name and address of their debtors and the outstanding amount of their book debts at any time, (net of or subject to all claims, counterclaims, reductions, set-offs, returns, adjustments or other allowances) shall be accurately reflected on such books and records. The Companies shall maintain complete and up to date records of all pawn loan agreements they have entered into. The Companies shall permit representatives of the Security Agent to inspect during normal working hours on Business Days and take extracts of such books and records, at the Companies' expense or will furnish copies of such books and records to the Security Agent at its reasonable request.

The Companies shall at the request of the Security Agent, provide an up to date list of all of the landlords of the properties listed in Schedule 3, together with their up to date addresses for service of notices (if applicable).

3 Further Charges

- 3.1 Subject to condition 3.3 below, the Companies shall forthwith if and when called upon by the Security Agent so to do execute in favour of the Security Agent or as the Security Agent shall direct such further legal or other mortgages, charges or assignments as the Security Agent shall reasonably require of and on all the Companies' estate and interest in the specifically mortgaged property to secure all principal and other moneys intended to be hereby secured. Such mortgages or charges shall be prepared by or on behalf of the Security Agent at the cost of the Companies and be in such form as the Security Agent may reasonably require but which are not inconsistent with and are no more onerous than the terms and conditions of this Debenture.
- 3.2 On each date that an additional Security Document is entered into, the relevant Company shall procure that certified copies of appropriate board approvals are provided and (where relevant) share certificates, certified copies of share registers, title documents and any necessary documents relating to assets charged are delivered in respect of the Company entering into such Security Document in form and substance

reasonably satisfactory to the Security Agent together, if required by the Security Agent, with legal opinions addressed to the Security Agent and the Secured Parties from legal advisers acceptable to the Security Agent in the jurisdictions in which the relevant Company is incorporated and in which the assets charged are situated.

3.3 Nothing in this condition 3 shall require the Companies to:

- (a) in respect of a leasehold property other than a Material Future Acquired Leasehold Property, notify the relevant landlord of the existence of this Debenture or obtain the relevant landlord's consent to the security set out in this Debenture other than when required by the Security Agent to do so in accordance with clause 4.4; or
- (b) in respect of:
 - (i) a leasehold property other than a Material Future Acquired Leasehold Property; or
 - (ii) a freehold property other than a freehold property where the purchase price exceeds £500,000 (a "**Material Future Acquired Freehold Property**"),

apply to the Chief Land Registrar to register this security interest against the relevant title number.

4. Leases

The Companies shall pay the rents reserved by and perform and observe all the financial and other material covenants, agreements and stipulations on the part of the lessee contained in any lease or leases of the specifically mortgaged property and the Companies shall not do or suffer to be done any act or thing whereby the said lease or leases would reasonably be expected to become liable to forfeiture or otherwise be determined nor shall the Companies agree, accept, suffer or permit any alteration, variation or addition to the terms of such lease or leases without the prior written consent of the Security Agent unless:

- (a) the Security Agent has been given not less than 3 Business Days' prior notice of the proposed alteration, variation or addition to the terms of such lease or leases or the proposed alteration, variation or addition relates to a routine rent review in accordance with the terms of the lease pursuant to which the rent payable shall increase by no more than 10%; and
- (b) the proposed alteration, variation or addition does not have an adverse impact on the amount and/or timing of any payments made, or to be made, by a Company under such lease or leases unless it is a routine rent review in accordance with the terms of the lease pursuant to which the rent payable shall increase by no more than 10%; and
- (c) the proposed alteration, variation or addition is not otherwise detrimental to the interests of the relevant Company (having due regard to the interests of the Secured Parties) unless it is a routine rent review in accordance with the terms

of the lease pursuant to which the rent payable shall increase by no more than 10%.

5. Payments

Unless the Security Agent is satisfied (acting reasonably) that a payment or the amount of it is being disputed by the relevant Company in good faith, the Companies shall as and when the same become payable pay all taxes, rates, duties, charges, assessments and outgoings whatsoever (whether parliamentary, parochial, local or of any other description) which shall be assessed, charged or imposed upon or payable in respect of the specifically mortgaged property or any part thereof and shall at all times on demand produce or cause to be produced to the Security Agent or its authorised agents the receipts for such payments and in default thereof it shall be lawful (but not obligatory) for the Security Agent to pay and discharge such sums which at any time may be or become due, assessed or payable in respect of the specifically mortgaged property and the Companies shall repay the same to the Security Agent on demand.

6. After-Acquired Property

Upon the acquisition or purchase by the Companies from time to time of any freehold or leasehold property the relevant Company shall forthwith notify the Security Agent in writing, which writing shall include a statement as to whether such property is or is not (as relevant) a Material Future Acquired Leasehold Property or a Material Future Acquired Freehold Property.

7. Use of Premises

The Companies shall use the specifically mortgaged property only for such purpose or purposes as may for the time being be authorised as the permitted use or user thereof under or by virtue of the Planning Act.

8. Development

The Companies shall not carry out any development within the meaning of the Planning Act in or upon the specifically mortgaged property or any part thereof without first obtaining such permission as may be required under or by virtue of the Planning Act.

9. Notices

Each Company shall within seven days after the receipt of any notice or order given, issued or made to such Company by a planning authority under or by virtue of the Planning Act give full particulars thereof to and if so required by the Security Agent produce the same to the Security Agent and also without delay and at the Companies' own cost take reasonable or all necessary steps to comply with any such notice or order and shall also at the request of the Security Agent and at the Companies' own cost make or join with the Security Agent in making such objections or representations against or in respect of any such notice or order as the Security Agent shall deem expedient.

10. Orders and Permissions

Each Company shall forthwith produce to the Security Agent a copy of any order, direction, requisition, permission, notice or any matter whatsoever affecting or likely

to affect the subsistence, validity or value of the intellectual property necessary for its business and served upon such Company by any third party and shall forthwith and at the Companies' own cost take reasonable or all necessary steps to comply with the same and shall if so required by the Security Agent and at the Companies' own cost make or join in making such objections or representations against or in respect of the contents of any such document as the Security Agent shall deem expedient in order to protect its security hereunder.

11. Environmental Matters

- 11.1 The Companies shall comply in all material respects with the terms and conditions of all Environmental Law applicable to them where non-compliance could reasonably be expected to have a Material Adverse Effect and will, for this purpose, implement procedures to monitor compliance and contain liability under, any Environmental Laws;
- 11.2 Each Company shall promptly on receipt of the same, notify the Security Agent of any actual claim or claim threatened in writing against any Company in respect of an alleged breach of Environmental Law or remedial obligation or liability under such law which may, if well founded, have a Material Adverse Effect;
- 11.3 The Companies shall use all reasonable endeavours (by employing the best available techniques not involving excessive cost) to prevent any acts, omissions, events, state of affairs or circumstances occurring or being exacerbated which would be reasonably likely to result in any third party taking any action or making any claim against any of them under any Environmental Law where such claim would have a Material Adverse Effect;
- 11.4 The Companies shall indemnify the Security Agent, any receiver appointed by the Security Agent and their respective officers, employees and agents against all costs and expenses suffered or incurred by them which arise as a result of (1) any actual breach of Environmental Law applicable to them (2) any actual release of or exposure to a Dangerous Substance on, at or from the premises or operations of any of them or (3) any actual or threatened claim referred to in Condition 11.2 above whether such claim has a Material Adverse Effect or not.

12. Crystallisation of Security

- 12.1 The rights of the Companies to deal for any purpose whatever with the mortgaged property or any part thereof shall forthwith cease and the floating charges shall forthwith crystallise and become fixed charges immediately on the happening of any of the following events:
 - (a) the making of an order for the winding up of any Company or the passing of an effective resolution for a creditors' voluntary winding up of any Company; or
 - (b) the taking of any steps towards implementing an administration or the making of an administration order pursuant to the Insolvency Act 1986 in respect of any Company;
 - (c) the automatic acceleration of the Notes or the giving of any notice under section 12.1 (*Acceleration*) of the Note Purchase Agreement; or

- (d) the crystallisation of any floating charge to a fixed charged under any other Transaction Security Document (as defined in the Intercreditor Agreement).
- 12.2 The Security Agent may at any time by notice to the Companies convert the floating charges into a fixed charge as regards any assets which the Security Agent (acting reasonably) considers to be in danger of being seized, or sold under any form of distress, attachment, execution or other legal process and which are specified in such notice.
- 12.3 This Condition 12 will not apply to any property or assets of the Companies situated in Scotland.

13. Administrator

- 13.1 At the time that, or at any time after, the security constituted by this Debenture becomes enforceable after the automatic acceleration of the Notes or the giving of notice by the relevant Secured Parties under section 12.1 (*Acceleration*) of the Note Purchase Agreement, whether or not the Security Agent has entered into or taken possession of the whole or any part of the property charged pursuant to this Debenture, the Security Agent may, insofar as permitted by law, at its option and in addition to any right to appoint a Receiver, by writing under the hand of any authorised officer of the Security Agent, appoint any person to be an administrator of a Company or the Companies under the Insolvency Act 1986 and such person shall, from the effective date of such appointment, be an Administrator.
- 13.2 The floating charge created hereunder is a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002) and that paragraph shall apply to this Debenture

14. Appointment and Removal of Receiver

- 14.1 At any time after the automatic acceleration of the Notes or the giving of notice by the relevant Secured Parties under section 12.1 (*Acceleration*) of the Note Purchase Agreement or at the request of any of the Companies the Security Agent may, insofar as permitted by law, without further notice appoint in writing under its hand any person or persons to be a receiver (which expression shall mean both a receiver or receiver and manager of part only of the mortgaged property) or receivers (hereinafter called a "Receiver" which expression shall include any substituted receiver or receivers provided that this provision shall not apply solely by reason of the obtaining of a moratorium, or anything done with a view to obtaining a moratorium, by an eligible company (as defined in Schedule A1 of the Insolvency Act 1986) under the Insolvency Act 1986) of all or any part of the mortgaged property in like manner in every respect as if the Security Agent had become entitled under the Law of Property Act 1925 to exercise the power of sale thereby conferred and every Receiver so appointed shall have and be entitled to exercise all powers conferred by the said Law of Property Act as if such Receiver had been duly appointed thereunder and in particular by way of addition to, but without hereby limiting any general powers hereinbefore referred to, every such Receiver so appointed shall have the powers hereinafter referred to. If at any time there is more than one Receiver, each such Receiver shall be entitled to exercise all of the powers conferred upon a Receiver under this Debenture individually and to the exclusion of each other Receiver.

- 14.2 The Security Agent may from time to time by writing under its hand remove any Receiver appointed by it (but in the case of an administrative receiver such removal shall only be with the sanction of the court) and may whenever it may deem it expedient appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated and may from time to time fix the remuneration of any Receiver appointed by it.

15. Powers of Receiver

Any Receiver appointed hereunder may without further notice exercise all or any of the following powers:

- (a) take immediate possession of, get in and collect the mortgaged property or any part thereof;
- (b) carry on the business of the Company or Companies and for that purpose make advances and borrow or raise money and secure the same by mortgage or charge in priority or subsequent to the moneys and interest secured by this Debenture or otherwise as may be thought expedient and carrying interest at such rate as he may consider necessary;
- (c) make and effect all repairs and insurances and do all other acts which the Company or Companies might do in the ordinary conduct of its business as well for the protection as for the improvement of the mortgaged property;
- (d) appoint managers, officers, agents, accountants, clerks, employees, workmen and others for the aforesaid purposes upon such terms as to remuneration or otherwise as he may think proper;
- (e) sell, convert into money and realise all or any part of the mortgaged property or the fixed plant and machinery and other fixtures and fittings in or upon the specifically mortgaged property or any part thereof by public auction or private contract and generally in such manner and on such terms and conditions as he shall think proper;
- (f) let all or any part of the specifically mortgaged property for such term and date and at such rent as he may think proper and accept a surrender of any lease or tenancy thereof;
- (g) compromise any claim by or against the Company or Companies;
- (h) call up all or any portion of any uncalled capital of the Company or Companies;
- (i) give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the mortgaged property;
- (j) use the name of the Company or Companies for all or any of the purposes aforesaid and in any legal proceedings with full power to convey any property sold in the name of the Company or Companies for all of which purposes the Company or Companies hereby irrevocably appoints every such Receiver to be its attorney;

- (k) affix the Common Seal of the Company or Companies to any deed and otherwise exercise those powers vested by the articles of association of the Company or Companies in its directors; and
- (l) establish any new companies whether or not a subsidiary of the Companies and transfer to such new companies the whole or any part of the business or the property of the Companies.

16. Sale

- (a) The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Debenture shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Debenture.
- (b) The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Debenture or to the exercise by the Security Agent of its right to consolidate all or any of the security created by or pursuant to this Debenture with any other security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to any Company on or at any time after the occurrence of an Event of Default (which is continuing).
- (c) The statutory powers of leasing may be exercised by the Security Agent at any time on or after the occurrence of an Event of Default (which is continuing) and the Security Agent and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925.

17. Book Debts

During the continuance of this security the Companies shall (subject to the terms of the Note Purchase Agreement):

- (a) unless an Event of Default is continuing, deal with the book debts and other debts only in the ordinary course of getting in and realising the same but shall not sell, assign, factor or discount the same in any way except with the consent of the Security Agent (such consent not be unreasonably withheld);
- (b) if an Event of Default is continuing, deal with its book debts in accordance with any directions from time to time given in writing by the Security Agent provided that in the absence of any such directions the Companies may deal in accordance with subparagraph (a) above; and
- (c) at any time if called upon to do so by the Security Agent following the occurrence of an Event of Default but only while it is continuing, execute an assignment of such book debts and other debts to the Security Agent in such terms as the Security Agent may reasonably require and give notice thereof to

the debtors from whom the debts are owing or incurred and take such other steps as the Security Agent may require to perfect such legal assignment.

18. Obligations of the Companies to Repair and Insure

- 18.1 The Companies shall keep all buildings forming part of the specifically mortgaged property and all plant, machinery, works, fixtures, fittings, implements, tools and other effects thereon and therein in good and substantial repair or, to the extent not in good and substantial repair in substantially the same state of repair and condition as at the date hereof (in each case fair wear and tear excepted) and shall perform and observe all financial and other material covenants and stipulations restrictive or otherwise affecting the specifically mortgaged property and indemnify the Security Agent in respect of any expense or loss sustained by the Security Agent as a result of any breach thereof and permit, subject to the terms of the relevant lease, the Security Agent or any person nominated by it at all reasonable times to enter upon the specifically mortgaged property and view the state of the same and shall not pull down or remove any building or erection erected or to be erected on the specifically mortgaged property or any part thereof or the fixed plant and machinery and other fixtures or fittings upon the same respectively or any of them without the previous written consent of the Security Agent except in the ordinary course of repair and maintenance or improvement or otherwise in the course of and for the bona fide purpose of carrying on the business of the Companies and shall when necessary renew and replace all of its movable plant, machinery, tools, implements, utensils and other effects of a like nature now used or hereafter to be used for the purpose of or in connection with the business of the Companies when necessary as and when the same shall be worn out or destroyed.
- 18.2 The Companies shall effect and maintain insurances at their own expense in respect of all of their assets and business with reputable insurers. Such insurances shall:
- (a) provide cover against all risks which are normally insured against by other companies owning or possessing similar assets and carrying on similar businesses;
 - (b) be in such amounts as would in the circumstances be prudent for such companies; and
 - (c) have the interest of the Security Agent noted on all of them,

and each Company shall duly pay the premiums and other sums of money payable in respect of any such insurance and will supply on written demand by the Security Agent copies of each policy of insurance required to be maintained in accordance with this Condition together with the current premiums relating thereto. All moneys which may at any time after the date of this Debenture be received or receivable under any insurance maintained by the Companies (other than third party liability insurance provided that it is applied to reduce the relevant liability) shall be applied in making good, or in recouping expenditure incurred in making good, any loss or damage or, if the Security Agent in its discretion so requires following the occurrence of an Event of Default but only while it is continuing, towards discharge of the Secured Liabilities. Each Company shall ensure that all such monies which are not paid directly by the insurers to the Security Agent shall be held by the recipient upon trust for the Security Agent and be applied by that Company in accordance with this Condition.

19. Leasehold Premises

In respect of any leasehold properties forming part of the specifically mortgaged property the Security Agent will accept performance of the obligations to repair and insure imposed by the leases relating thereto as performance or part performance of the similar obligations imposed by Conditions 18.1 and 18.2 hereof and if the Companies are unable to produce any policy or the receipt for any premium by reason of the same being in the possession of any lessor it shall be sufficient compliance with the foregoing covenant for production of the said policy or receipt if the Companies produce to the Security Agent satisfactory evidence of the subsistence of the paid policy or receipt.

20. Registration of Title

The Companies shall not without the previous written consent of the Security Agent register any person or cause or permit any person to be registered under the Land Registration Act 2002 and any subsequent Land Registration Acts as the proprietor of the Companies' interest in the specifically mortgaged property or any part thereof (other than the Companies themselves) and the costs of entering a caution against such registration shall be deemed to be costs properly incurred by the Security Agent under this Debenture.

21. Proceedings Affecting Premises

The Companies shall in the event of a notice being served materially affecting the specifically mortgaged property or any part thereof or in the event of any proceedings being commenced affecting the same promptly give full details thereof to the Security Agent.

22. Exclusion of Leasing Powers

The Companies shall not without the previous written consent of the Security Agent (such consent not to be unreasonably withheld) grant or agree to grant any lease or tenancy of the specifically mortgaged property or any part thereof or accept or agree to accept a surrender of any such lease or tenancy thereof or agree, accept, suffer or permit any alteration, variation or addition to the terms of such lease or tenancy provided that the Companies shall be entitled to enter into sub-leases and licences of parts of the specifically mortgaged property in the ordinary course of their business for terms of no greater than 3 years and where the grantee of such rights do not obtain any security of tenure under any Landlord and Tenant legislation.

23. Power of Entry

In the case of default by the Companies under any covenant herein to repair or keep in repair or insure the mortgaged property or any part thereof or in observing or performing any of the covenants or stipulations affecting the same the relevant Company shall permit the Security Agent to enter on the specifically mortgaged property and comply with or object to any notice served on the relevant Company in respect of the mortgaged property, effect such repairs or insurance or generally do all such acts and pay all such costs, charges and expenses as the Security Agent may (acting reasonably) consider necessary to prevent or remedy any breach of covenant or stipulation or to comply with or object to any such notice.

24. Pledged Stock

The Companies shall (to the satisfaction of the Security Agent) exercise all due care and attention to maintain the safe custody of the Pledged Stock and shall take all appropriate steps to ensure that the same is properly and safely stored.

25. Further Assurance

- (a) Subject to condition 25(b) below, each Company shall from time to time execute and do all such assurances and things as the Security Agent may require which are necessary or desirable to perfect the security hereby constituted including, without prejudice to the foregoing generality, the pledging, endorsement and delivery of any promissory note or other instrument evidencing any book debt, and after the Secured Liabilities shall have become due and payable shall execute and do all such assurances and things as the Security Agent may require for facilitating the realisation of the mortgaged property or any part thereof and for exercising all powers, authorities and discretions hereby or by law conferred on the Security Agent or the Secured Parties or any Receiver appointed by the Security Agent. Each of the Companies hereby irrevocably appoints the Security Agent to be the attorney of such company in the name and on behalf of such company to (following the occurrence of an Event of Default but only while it is continuing) execute and do assurances and things which such company ought to execute and do hereunder including without prejudice to the foregoing generality:
 - (i) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the mortgaged property;
 - (ii) to receive, endorse and collect any drafts or other instruments or documents, in connection with Condition 17 (a) above;
 - (iii) to file any claims or take any action or institute any proceedings which the Security Agent may deem necessary or desirable for the collection of any of the mortgaged property or otherwise to enforce the rights of the Security Agent with respect to any of the mortgaged property; and
 - (iv) to perform the obligations of such company hereunder and generally to use the name of such company in the exercise of all or any of the powers hereby conferred on the Security Agent or the Secured Parties or any Receiver appointed by the Security Agent and such company hereby expressly authorises the Security Agent to delegate all or any of the powers hereby conferred upon it to any Receiver appointed by it or to such other person or persons as it may reasonably think fit.
- (b) Nothing in this condition 25 shall require the Companies to:
 - (i) in respect of a leasehold property other than a Material Future Acquired Leasehold Property, notify the relevant landlord of the existence of this Debenture or obtain the relevant landlord's consent to the security set

out in this Debenture other than when required by the Security Agent to do so in accordance with clause 4.4; or

(ii) in respect of:

(A) a leasehold property other than a Material Future Acquired Leasehold Property; or

(B) a freehold property other than a Material Future Acquired Freehold Property,

apply to the Chief Land Registrar to register this security interest against the relevant title number.

26. Application of Receipts

All amounts received or recovered by the Security Agent or any Receiver pursuant to this Debenture or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied in such order and manner as set forth in the Intercreditor Agreement.

27. Receivers Liability

The Security Agent shall not nor shall any Receiver appointed as aforesaid by reason of its or the Receiver's entering into possession of the mortgaged property or any part thereof be liable to account as mortgagee in possession or be liable for any loss on realisation or for any default or omission (other than wilful default) for which a mortgagee in possession might be liable but every Receiver duly appointed by the Security Agent under the powers in that behalf hereinbefore contained shall be deemed to be the agent of the Companies for all purposes and shall as such agent for all purposes be deemed to be in the same position as a receiver duly appointed by a mortgagee under the Law of Property Act 1925 and the Security Agent and every such Receiver shall be entitled to all the rights, powers, privileges and immunities conferred by the said Act on mortgagees and receivers when such receivers have been duly appointed under the said Act.

28. Protection of Purchaser

No purchaser, mortgagee or other person or companies dealing with the Security Agent or any Receiver or its or his agents shall be concerned to enquire whether the moneys hereby secured have become payable or whether the power which such Receiver is purporting to exercise has become exercisable or whether any money remains due on this Debenture or to see to the application of any money paid to the Security Agent or to such Receiver.

29. Costs and Expenses

All costs, charges and expenses incurred and all payments made by the Security Agent or any Receiver appointed hereunder in the lawful exercise of the powers hereby conferred whether or not occasioned by any act, neglect or default of the Companies which are recoverable under this Debenture shall carry interest from the date of the

same being incurred or becoming payable at the Default Rate and the amount of all such interest thereon and all remuneration payable hereunder shall be payable by the Companies on demand and shall be an additional charge on the mortgaged property. All such costs, charges, expenses and payments shall be paid and charged as between the Security Agent and the Companies on the basis of a full indemnity and not on the basis of a party and party or any other kind of taxation. The remuneration of the Receiver shall be such as may be agreed between it and the Security Agent.

30. Security Agent

The exercise and/or performance by the Security Agent of its rights, remedies, directions, powers and duties or functions under this Debenture are subject in all respects to the terms of, and the protections, benefits and indemnities afforded to the Security Agent in the Note Purchase Agreement (and the other Finance Documents) as if such terms, protections, benefits and indemnities were set out in full herein.

31. Consolidation

The restriction on the right of consolidating mortgage securities which is contained in Section 93 of the Law of Property Act 1925 shall not apply to this security.

32. Avoidance of Payments

If any amount paid or credited to any Secured Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of each Company under this Debenture and the security created by or pursuant to this Debenture shall continue and such amount shall not be considered to have been irrevocably paid.

33. Restrictions on Dealing

Save with the prior written consent of the Security Agent, the Companies shall not;

- (a) create any Security over all or any part of the mortgaged property except for Security permitted under the Note Purchase Agreement; or
- (b) (disregarding sales of stock in trade or property charged by way of floating charge hereunder in the ordinary course of business) sell, lease, transfer or otherwise dispose of, by one or more transactions or series of transactions (whether related or not) the whole or any part of the mortgaged property save as permitted pursuant to the Note Purchase Agreement.

34. Ruling Off Accounts

If notwithstanding the terms of clause 33 above any Secured Party receives a notice of any subsequent charge or assignment or other interest affecting the mortgaged property the Security Agent may open a new account or accounts for the relevant Company. If the Security Agent does not open a new account it shall nevertheless be treated as if it had done so at the time when it had received notice and as from that time all payments made by or on behalf of the relevant Company to it shall be credited to the new account and shall not operate to reduce the amount due from the relevant company to the Secured Parties or any of them at the time when it receives notice.

35. Agreement

- 35.1 The provisions of sections 12.4 (*No Waivers or Election of Remedies*), 14 (*Tax Indemnification; FATCA Information*), 20 (*Notices; English Language*), 19 (*Amendment and Waiver*) and 25.8 (*Enforcement*) to the Note Purchase Agreement shall apply mutatis mutandis to this Debenture as if expressly set out herein and (where appropriate) as if references to the Note Purchase Agreement therein also included references to this Debenture and any document executed pursuant hereto or in connection herewith.
- 35.2 The parties to the Note Purchase Agreement may from time to time agree to make amendments to the terms of such document and may enter into such supplemental agreements or letters as are required from time to time in order to give effect to such amendments. Such amendments may include, inter alia, the increase or reduction of the facilities made available under the Finance Documents and for the avoidance of doubt any monies due under the Finance Documents will form part of the Secured Liabilities under the terms of this Debenture.

36. Releases

- 36.1 If a Company is entitled to in accordance with the Finance Documents, and wishes to, require the release of the security expressed to be created by this Debenture, it shall give the Security Agent prior notice in writing requesting release of such security and the Security Agent shall promptly release such security.
- 36.2 The discharge of security over, or the transfer of, the mortgaged property back to the relevant Company shall be substantially in the form set out in Schedule 9 (Form of Deed of Release).
- 36.3 The Security Agent shall, at the request of any Company, as soon as reasonably practicable provide that Company with a discharge substantially in the form set out in Schedule 8 (Form of Deed of Release of Part), of any of the mortgaged property that the Company has sold, transferred or disposed of or in any way has dealt with, or wishes to sell, transfer, dispose of or in any other way deal with in each case to the extent and in the manner which is not prohibited by the terms of the Finance Documents and shall take all such other actions, at the expense of the relevant Company, as that Company may reasonably request in relation to the release of any asset (including the issuance of letters of non-crystallisation).

37. Application to the Chief Land Registrar

- 37.1 In respect of:

- (a) any Material Future Acquired Leasehold Property; and
- (b) any Material Future Acquired Freehold Property,

the relevant Company agrees, on request of the Security Agent, to apply to the Land Registrar for the following restriction in Form P to be registered against the title(s) of the relevant property in the following form:

“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 [DATE] in favour of [NAME OF PARTY] referred to in the charges register [or [their conveyancer or specify appropriate details]]”.

38 Shares

- 38.1 Subject to the terms of the Intercreditor Agreement, each Company shall deposit with the Security Agent (and the Security Agent during the continuance of this security may hold and retain) all stock or share certificates or other documents of title to or representing the Shares together with such duly executed blank undated transfers or assignments in favour of the Security Agent (or its nominee institution as the Security Agent may require) to perfect the title of the Security Agent (or its nominee) to all or any part of the Shares.
- 38.2 Prior to the occurrence of an Event of Default, the Companies shall be entitled to continue to (i) receive and retain all dividends, interest and other income deriving from and received by it in respect of the Shares; and (ii) exercise all voting and other rights and powers attached to the Shares; provided that they shall not dispose of any such rights or take any action which would otherwise jeopardise the security over those Shares created by this Debenture.
- 38.3 Following an Event of Default which is continuing, the Security Agent shall be entitled to call for perfection of the charge on Shares contained in this Debenture into a legal mortgage over such Shares, by effecting the transfer of legal title in the Shares to the Security Agent (or its nominee). Upon the written request of the Security Agent, each Company shall procure the registration in the books of the Company of the transfer of the Shares to the Security Agent (or its nominee), the entry of the Security Agent (or its Nominee) in the register of members of that Company as the holder or holders of the Shares, and the issue of new share certificates in respect of the Shares to the Security Agent (or its Nominee).
39. This Debenture will become enforceable after the automatic acceleration of the Notes or the giving of notice by the relevant Secured Parties under section 12.1 (*Acceleration*) of the Note Purchase Agreement and/or when a Receiver is appointed in accordance with clause 14 of this Debenture.

Schedule 2

The Companies

Company Name	Company Number	Registered Office
H & T Group PLC	05188117	Times House, Throwley Way, Sutton, Surrey SM1 4AF
Harvey & Thompson Limited	02636684	Times House, Throwley Way, Sutton, Surrey SM1 4AF

Schedule 3

Property

None as at the date of this Debenture.

Schedule 4

The Shares

15,000,002 ordinary shares of £1 each in the capital of Harvey & Thompson Limited held by H&T Group Plc.

Schedule 5

(Part 1)

The Domain Names

cashlinepawnbrokers.co.uk
est-1897.co.uk
est-1897.com
est1897.co.uk
est1897.com
est1897jewellers.co.uk
est1897jewellers.com
established-1897.co.uk
established-1897.com
established1897.com
established1897.co.uk
handtanywhere.co.uk
handtassetfinance.com
handtauction.co.uk
handtbusinessloan.co.uk
handtbusinessloan.com
handtbusinessloans.co.uk
handtbusinessloans.com
handtgroup.co.uk
handtjewellery.co.uk
handtjewellery.com
handtloan.co.uk
handtloan.com
handtloans.co.uk
handtloans.com
handtmoney.co.uk
handtmoney.com
handtonline.com
handtonline.co.uk
handtonline.net
handtpawnbrokers.co.uk
handtpawnbrokers.com
handtpawnbroking.co.uk
handtpawnbroking.com
handtpersonalloans.co.uk
harveyandthompson.co.uk
harveythompson.co.uk
hthelpinghand.co.uk
hthelpinghand.com
htjewellery.co.uk
htjewellery.com
htloan.co.uk
htloans.co.uk
htloans.com

htpawnbrowsers.co.uk
htpawnbrowsers.com
htwatches.co.uk
lendingframework.co.uk
myhandt.co.uk

Schedule 5

(Part 2)

The Trademarks

Mark	Number	Owner
Harvey & Thompson Limited	Registered	Harvey & Thompson Limited
H&T Pawnbrokers	Registered	Harvey & Thompson Limited
H&T Money	Registered	Harvey & Thompson Limited
H&T Jewellery	Registered	Harvey & Thompson Limited

Schedule 6

Form of Accession Deed

This Accession Deed made on the day of 20[●]

between:

- (1) [*Name of new Company*] (company number: ●) whose registered office is at [] (“**the Acceding Party**”)

and:

- (2) **Kroll Trustee Services Limited** as security trustee for itself and for each of the Secured Parties (“**the Security Agent**”),

and is supplemental to a Debenture granted by H & T Group PLC and others in favour of the Security Agent on ____ January 2024 (“**the Debenture**”).

Now this deed witnesses as follows:

1. Words and expressions defined in the Debenture shall have the same meaning in this Accession Deed.
2. The Acceding Party confirms it has been supplied with a copy of the Debenture.
3. The Acceding Party covenants with the Security Agent for the benefit of the Security Agent and each of the Secured Parties (including their respective assigns, transferees and successors in title) to be bound by all the terms of the Debenture to the intent and effect that the Acceding Party shall be a party to the Debenture as with effect from the date of this Accession Deed as if the Acceding Party was defined in the Debenture as a Company.
4. Save as specifically varied in respect of the Acceding Party only, the Debenture shall continue and remain in full force and effect and the Debenture and this Accession Deed shall be read and construed as one document.
5. This Accession Deed and any dispute, controversy, proceedings, claim or obligation of whatever nature arising out of or in any way relating to it, its subject matter or formation (whether contractual or non-contractual) shall be governed by and construed according to English law.

In witness whereof the Acceding Party and the Security Agent has caused this Accession Deed to be duly executed on the date appearing at the head of page 1.

Executed and Delivered as a Deed)
by a Director)
for and on behalf of)
[•] Limited)
in the presence of: Director

Witness Signature:

Witness Name:

Address:

Occupation:

Signed and Delivered by)
a duly authorised signatory of)
Kroll Trustee Services Limited)
as Security Agent)
in the presence of: Authorised Signatory

Witness Signature:

Witness Name:

Address:

Occupation:

Schedule 7

(Part 1)

Form of Notice to Hedging Counterparty

To: •

Dear Sirs

We hereby give you notice that by a Debenture dated ____ January 2024 we assigned (by way of security) to Kroll Trustee Services Limited of The News Building, Level 6, 3 London Bridge Street, London, England, SE1 9SG (the “**Security Agent**”) all our rights under any agreement or arrangement between yourselves and ourselves for the purpose of or in connection with the fixing, capping or hedging of the rate of interest payable by us in respect of any borrowing or indebtedness and any right or option to enter into any such agreement or arrangement (the “**Hedging Arrangement**”).

We irrevocably instruct and authorise you to disclose to the Security Agent without any reference to or further authority from us and without any inquiry by you as to the jurisdiction for such disclosure, such information relating to the Hedging Arrangement as the Security Agent may, at any time and from time to time, request you to disclose to it.

Payments by you under the Hedging Arrangement should continue to be made to us until you are notified of the occurrence of an Event of Default by the Security Agent.

Would you please confirm your agreement to the above by sending a letter addressed to the Security Agent in the enclosed form direct to the Security Agent at its above address marked for the attention of •.

This letter is governed by English law.

Yours faithfully

•

Director

Schedule 7

(Part 2)

Form of Acknowledgement

To: •

Attention: •

Dated: •

Dear Sirs

We confirm receipt from • (the “**Company**”) of a notice dated • of a security assignment upon the terms of a Debenture dated • of all the Company’s rights under the Hedging Arrangement (as defined in such notice) and consent to that security assignment.

We confirm that we have not received notice of the interest of any third party in the Hedging Arrangement.

We confirm that we shall accept your instructions (to the extent required in the notice) in relation to the Company’s rights under the Hedging Arrangement.

This letter is governed by English law.

Yours faithfully

•

Director

Schedule 8

Form of Deed of Release of Part

THIS DEED OF RELEASE is made the on []

BY:

- (1) [] acting through its office at [] in its capacity as trustee for the Security Beneficiaries (as defined below) the “**Security Agent**”)

in favour of

- (2) **THE COMPANY(IES)** (as defined below).

NOW THIS DEED WITNESSETH as follows:

1. INTERPRETATION

1.1 Definitions

In this deed:

“**Company (ies)**” means the company (ies) listed in Schedule 1;

“**Documents**” means the documents listed in Schedule 2;

“**Released Assets**” means all of the assets listed in Schedule 3; and

“**Security Beneficiaries**” means the persons which are beneficiaries from time to time of the security arrangements expressed to be created by the Documents.

1.2 Interpretation

In this deed, “**assets**” includes assets, goodwill, properties, revenues and rights of every description.

2. RELEASE

- 2.1 With immediate effect and notwithstanding anything in the Documents, the Security Agent hereby absolutely, irrevocably and unconditionally releases discharges and reassigns the Released Assets to the Company(ies) assigned, mortgaged, pledged, charged and/or otherwise subject to a security interest in favour of the Security Agent pursuant to the Documents or otherwise, to the intent that the Released Assets shall be held free and discharged from all such security interests.

- 2.2 The Security Agent confirms that the floating charges granted under the Documents have not crystallised in respect of the Released Assets.

3. EFFECTIVE RELEASE AND REASSIGNMENT

Subject to Clause 5, the Security Agent hereby agrees that it will do all such things and execute all such documents as may be necessary to give effect to such releases, discharges and reassignments as are contemplated by clause 2 of this deed.

4. DOCUMENTS REMAIN IN FULL FORCE AND EFFECT

The Documents (and all security created by the Documents) shall continue in full force and effect with regard to all assets charged by the Documents save as provided in clause 2 of this deed and any other deeds of release entered into.

5. COSTS AND EXPENSES

[Each of the][The] Compan[y][ies] agrees to indemnify the Security Agent for all reasonable costs, charges and liabilities (including all professional fees and disbursements and irrecoverable value added tax and/or any similar tax) incurred in connection with the execution of this deed and the Security Agent is hereby properly authorised to debit any account of the Companies held with the Security Agent with the amount of such costs, charges and liabilities.

6. GOVERNING LAW

This deed shall be governed by and construed in accordance with the laws of England.

7. COUNTERPARTS

This deed may be executed in any number of counterparts and by different parties on separate counterparts, each of which when so executed and delivered shall be an original but all counterparts shall together constitute one and the same instrument.

SCHEDULE 1
THE COMPANIES

SCHEDULE 2
THE DOCUMENTS

SCHEDULE 3
THE RELEASED ASSETS

Schedule 9

Form of Deed Of Release

THIS DEED OF RELEASE is made the on []

BY:

- (1) [] acting through its office at [] in its capacity as trustee for the Security Beneficiaries (as defined below) the “**Security Agent**”)

in favour of

- (2) **THE COMPANY(IES)** (as defined below).

- (A) [] has requested the Security Agent to release the Company(ies) (as defined below) from their obligations and liabilities under any mortgage, charge, pledge, lien, assignment by way of security, security interest, guarantee, indemnity or any other agreement or arrangement which results in (or has the same effect as) the creation of security and/or the granting of guarantees and/or indemnities, entered into in favour of the Security Agent (in its capacity as security agent) and/or the Security Beneficiaries including, but without prejudice to the foregoing, the documents listed in Schedule 2 (together, the “**Security Arrangements**”) which the Security Agent has agreed to do upon the terms and conditions contained herein.

NOW THIS DEED WITNESSETH as follows:

1. INTERPRETATION

1.1 Definitions

In this deed:

“**Company (ies)**” means the company (ies) listed in Schedule 1;

“**Documents**” means the documents listed in Schedule 2;

“**Security Beneficiaries**” means the persons who are beneficiaries from time to time of the security arrangements expressed to be created by the Documents.

- 1.2 **Interpretation** In this deed, “**assets**” includes assets, goodwill, properties, revenues and rights of every description.

2. RELEASE

- 2.1 With immediate effect and notwithstanding anything in the Documents, the Security Agent hereby absolutely, irrevocably and unconditionally:

- (a) releases and discharges the Companies from all of their respective present, future, actual or contingent obligations and liabilities to the Security Beneficiaries and the Security Agent (whether as primary obligors or as sureties

or in any other capacity whatsoever) in connection with the Security Arrangements or otherwise;

- (b) in respect of any guarantees and indemnities forming part of the Security Arrangements, these are now cancelled; and
- (c) reassigns and discharges all the assets of the Companies which are expressed to be assigned, mortgaged, pledged, charged and/or otherwise subject to a security interest in favour of the Security Agent or the Security Beneficiaries whether pursuant to Security Arrangements or otherwise, to the intent that these assets shall henceforth be held free and discharged from all such security interests.

3. EFFECTIVE RELEASE AND REASSIGNMENT

Subject to clause 4, the Security Agent hereby agrees that, at the request of the Companies, it will do all such things and execute all such documents as may be necessary to give effect to such releases, discharges and reassignments as are contemplated by clause 2 of this deed.

4. COSTS AND EXPENSES

Each of the Company(ies) agrees to indemnify the Security Agent for all reasonable costs, charges and liabilities (including all professional fees and disbursements and irrecoverable value added tax and/or any similar tax) incurred in connection with the execution of this deed and the Security Agent is hereby properly authorised to debit any account of the Companies held with the Security Agent with the amount of such costs, charges and liabilities.

5. GOVERNING LAW

This deed shall be governed by and construed in accordance with the laws of England.

6. COUNTERPARTS

This deed may be executed in any number of counterparts and by different parties on separate counterparts, each of which when so executed and delivered shall be an original but all counterparts shall together constitute one and the same instrument.

SCHEDULE 1
THE COMPANIES

SCHEDULE 2
THE DOCUMENT

THE COMPANIES

EXECUTED as a **DEED** by)
H & T GROUP PLC)
acting by)
Christopher Gillespie

.....
Full Name (Director)

Diane Giddy

.....
Full Name (Director/ Secretary)

.....
Signature of Director

.....
Signature of Director/ Secretary

Address: Times House, Throwley Way, Sutton, Surrey SM1 4AF

Attention: Finance Director

Fax: 0208 2252720

The Company

EXECUTED as a **DEED** by)
HARVEY & THOMPSON LIMITED)
acting by)

Christopher Gillespie

.....
Full Name (Director)

Diane Giddy

.....
Full Name (Director/ Secretary)

.....
Signature of Director

.....
Signature of Director/ Secretary

Address: Times House, Throwley Way, Sutton, Surrey SM1 4AF

Attention: Finance Director

Fax: 0208 2252720

THE SECURITY AGENT

EXECUTED AS A DEED

By: **KROLL TRUSTEE SERVICES LIMITED**



Signature of Director

Paul Barton
Director

Name of Director

Witnessed by:

Name: Sarah Barton

*Occupation: Chartered
Accountant*

Address: The News Building, Level 6, 3 London Bridge Street,
London

Attention: Transaction
Management

Email: deals@ats.kroll.com

[H&T – Signatures to Debenture]