

MR01

Particulars of a charge

55029/13

Laserform

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

You can use the WebFiling service to file this form online
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 with an
instrument. Use form MR02



A09 20/03/2015 #126
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the
charge. If the form is 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 0 5 4 8 0 7 7 3

Company name in full MEIF SHIPPING LIMITED

For official use

4

→ **Filing 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 d1 d2 m0 m3 y2 y0 y1 y5

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 THE ROYAL BANK OF SCOTLAND PLC

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

MR01

Particulars of a charge

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 *Baker & McKenzie LLP* X

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 Paul Hibbert

Company name Baker & McKenzie LLP

Address 100 New Bridge St

Post town London

County/Region

Postcode E C 4 V 6 J A

Country

DX

Telephone + 44 20 7919 1000



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:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5480773

Charge code: 0548 0773 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th March 2015 and created by MEIF SHIPPING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th March 2015

A large, stylized handwritten signature, possibly 'P', in black ink.

Given at Companies House, Cardiff on 26th March 2015



Companies House



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

Certified to be a true copy of the original
Baker & McKenzie LLP
100 New Bridge Street
London EC4V 6JA

EXECUTION VERSION

Baker & McKenzie LLP

17 MARCH 2015

DEBENTURE

dated

12 MARCH 2015

by

MEIF SHIPPING LIMITED
Chargor

and

THE ROYAL BANK OF SCOTLAND PLC
Security Agent

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This Debenture is dated 12 MARCH 2015

Between

MEIF SHIPPING LIMITED, a company incorporated under the laws of England and Wales with registered number 05480773 ("Chargor"), and

THE ROYAL BANK OF SCOTLAND PLC, as Security Agent for the Secured Parties ("Security Agent").

Recitals

- A The Finance Parties have agreed to make credit facilities available on the terms of the Facilities Agreement
- B The Chargor has agreed to provide Security to the Security Agent (as trustee for the Secured Parties) to secure the payment and discharge of the Secured Obligations

It is agreed as follows:

1. Definitions and interpretation

1.1 Definitions

Words and expressions defined in the Facilities Agreement (as defined below) or, if not defined in the Facilities Agreement, in the Intercreditor Agreement shall, have the same meanings in this Debenture unless they are otherwise defined in it, and in this Debenture

"Account" means an account with any bank, building society, financial institution, or other person other than any escrow account opened or maintained for the purposes of any Fuel Treasury Transactions and over which security is required to be granted in favour of the relevant counterparty

"Authorisations" means all authorisations, consents, approvals, resolutions, licences, exemptions, filings, notarisations and registrations from time to time held or enjoyed by the Chargor in connection with its business or the Security Assets.

"Blocked Account" means each of the Accounts of the Chargor specified in Part I of Schedule 3 (*Details of Accounts*) and any other Account that the Security Agent may from time to time designate as a Blocked Account

"Excluded Real Property" means any real estate in the United Kingdom comprising rack rent leases or leases which do not have a market value in excess of £1,000,000

"Facilities Agreement" means the facilities agreement dated 23 January 2015 and made between, among others, the Chargor, the Agent, the Arrangers, the Original Lender and the Security Agent (as amended, restated, novated, varied, extended and/or supplemented from time to time).

"Financial Collateral" has the meaning given to that term by the Regulations

"Hedge Counterparty" means any entity which becomes a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement and which has become a party to the *Facilities Agreement* as a Hedge Counterparty

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Chargor and a Hedge Counterparty for the purpose of hedging the types of liabilities and/or risks in relation to the Facilities which the

Hedging Letter (by reference to its form at the time that agreement is entered into) either requires or had required to be hedged or any arrangements relating to the Capex Facility.

"Hedging Letter" means the letter dated on or around the date of this Debenture and made between the Arranger and the Parent describing the hedging arrangements to be entered into in respect of the interest rate liabilities and/or exchange rate risks of the Borrowers of, and in relation to, the Facilities.

"IA" means the Insolvency Act 1986.

"Insurance Policy" means each Scheduled Insurance Policy and any other policy of insurance or life assurance in or under which the Chargor may from time to time have an interest and which the Security Agent may from time to time designate as an Insurance Policy.

"Intellectual Property" means the Scheduled Intellectual Property and all of the Chargor's other intellectual property from time to time including:

- (a) all patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow 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 and rights to use such assets (which may now or in the future subsist)

"Investments" means the Scheduled Investments and all of the Chargor's other investments from time to time including:

- (a) stocks, shares, bonds, certificates of deposit, debentures, negotiable instruments, warrants and other financial instruments (as defined in the Regulations) and any other instrument creating or acknowledging indebtedness,
- (b) interests in collective investment schemes, partnerships and joint ventures, and
- (c) warrants, options and other rights to subscribe for or acquire any investments referred to in paragraphs (a) and (b) above.

"LPA" means the Law of Property Act 1925.

"Operating Account" means each of the Accounts of the Chargor specified in Part II of Schedule 3 (*Details of Accounts*), as any of them may from time to time be re-designated or re-numbered, including any sub-division or sub-account of any of them, and any other Account that the Security Agent may from time to time designate as an Operating Account.

"Plant and Equipment" means the Scheduled Plant and Equipment and all of the Chargor's other plant, equipment, machinery, furniture, computers, vehicles, tools and other chattels from time to time (excluding any for the time being forming part of the Real Property or the Chargor's stock-in-trade or work-in-progress)

"Real Property" means the Scheduled Real Property and all of the Chargor's other land (as defined in section 205(1)(ix) of the LPA) from time to time, wherever situated.

"Receiver" means a receiver or receiver and manager (whether appointed alone or jointly) or an administrative receiver of the whole or any part of the Security Assets

"Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (S I 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect

Directive 2002/47/EC on financial collateral arrangements, and "**Regulation**" means any of them

"**Related Rights**" means, in respect of any Security Asset or any part of a Security Asset

- (a) the proceeds of or consideration for its sale or rental, and all moneys paid or payable in respect of it,
- (b) all rights under any lease, licence, agreement for sale and agreement for lease, and
- (c) the benefit of all other covenants, rights, remedies and benefits in respect of or arising out of it

"**Relevant Contracts**" means the Acquisition Agreement, the Hedging Agreement, the Scheduled Relevant Contracts and any other contract in or under which the Chargor may from time to time have an interest and which the Security Agent may from time to time designate as a Relevant Contract

"**Scheduled Insurance Policy**" means each policy of insurance specified in Schedule 4 (*The Scheduled Insurance Policies*)

"**Scheduled Intellectual Property**" means the Chargor's intellectual property specified in Schedule 7 (*The Scheduled Intellectual Property*).

"**Scheduled Investments**" means the Chargor's investments specified in Schedule 2 (*The Scheduled Investments*)

"**Scheduled Plant and Equipment**" means the Chargor's plant and equipment specified in Schedule 6 (*The Scheduled Plant and Equipment*).

"**Scheduled Real Property**" means the Chargor's real property specified in Schedule 1 (*The Scheduled Real Property*)

"**Scheduled Relevant Contracts**" means the contracts specified in Schedule 5 (*The Scheduled Relevant Contracts*)

"**Secured Obligations**" means all liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety in any other capacity.

"**Security Assets**" means the assets of the Chargor which from time to time are, or are expressed to be, the subject of any Security created or to be created under this Debenture.

"**Security Financial Collateral Arrangement**" has the meaning given to that term by the Regulations

"**Security Period**" means the period starting on the date of this Debenture and ending on the date on which the Security Agent is satisfied that all the Secured Obligations have been irrevocably and unconditionally paid or discharged in full and no Finance Party has any commitment or liabilities under any of the Finance Documents.

1.2 Construction

- (a) The principles of construction set out in clauses 1.2 (*Construction*) and 1.3 (*Currency symbols and definitions*) of the Facilities Agreement, and to the extent not set out in the Facilities Agreement clause 1.2 (*Construction*) of the Intercreditor Agreement

shall apply to this Debenture insofar as they are relevant to it, and in this Debenture a reference to:

- (i) the words "include(s)", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
 - (ii) "liability" or "liabilities" includes any obligation whether incurred as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity;
 - (iii) liabilities, rights (including rights in respect of property), interests, powers, benefits, authorities or claims under any deed (including this debenture) or other document or law or regulation includes a reference to liabilities, rights and other such matters arising pursuant to or in consequence of that deed, document, law or regulation,
 - (iv) "other" and "otherwise" shall not be construed *ejusdem generis* with any preceding words where a wider construction is possible; and
 - (v) a provision of law is a reference to that provision as amended or re-enacted.
- (b) Unless a contrary indication appears, any obligation imposed on the Chargor under this Debenture includes an obligation on it to procure that its nominees, trustees, fiduciaries, depositaries, custodians and (in the case of the Investments, any relevant clearing house or system) shall perform that obligation.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in this Debenture, a person who is not a party to it has no right under the Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Act") to enforce or to enjoy the benefit of any term of this Debenture
- (b) Any Receiver, Delegate and Secured Party, and any officer, employee or agent of any of them may, subject to this Clause 1.3 and the Third Parties Act, rely on any Clause of this Debenture which expressly confers rights on that person.
- (c) Notwithstanding any term of this Debenture, the consent of any person who is not a party to it is not required to rescind or vary it at any time

1.4 Effect as a deed

This Debenture shall take effect as a deed even if it is signed under hand on behalf of the Security Agent.

2. Covenant to pay

The Chargor covenants with the Security Agent and the other Secured Parties that it will pay and discharge the Secured Obligations as and when they fall due under and in accordance with the Finance Documents.

3. Creation of Security

3.1 Nature of the Security

The Security created under this Debenture is created:

- (a) in favour of the Security Agent as trustee for the Secured Parties,
- (b) subject to Clause 3.2 (*Excluded Security Assets*) over all present and (except in the case of assets that are the subject of a legal mortgage under this Debenture) future assets of the kind described that are from time to time owned by the Chargor or, to the extent that it does not own them, over any right, title or interest it may have in or in respect of them,
- (c) as a continuing security for the payment and discharge of the Secured Obligations that will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part, and
- (d) with full title guarantee, provided that
 - (i) the covenant implied by section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to.
 - (A) all charges, incumbrances and rights save for Permitted Security, and
 - (B) liabilities imposed and rights conferred by or under any enactment, even if they are only potential liabilities and rights, or are imposed in relation to property generally, and
 - (ii) sections 3(2) and 6(2) of that Act shall not apply

3.2 Excluded Security Assets

- (a) No Security is created under this Debenture over any assets in respect of which a consent or waiver is required from a third party for the creation of Security, until such time as that consent or waiver is obtained
- (b) In relation to each such asset the Chargor shall, if the Security Agent so requests:
 - (i) apply for the relevant consent or waiver within five Business Days of the date of this Debenture, and use all reasonable endeavours to obtain it as soon as possible;
 - (ii) keep the Security Agent informed of its progress in obtaining that consent or waiver, and
 - (iii) promptly following receipt of the consent or waiver, provide the Security Agent with a copy of it, duly certified by an officer of the Chargor as being a true copy.
- (c) Promptly following receipt by the Chargor of the relevant consent or waiver, the asset in respect of which it was required shall become the subject of Security under Clause 3.3 (*Mortgages and fixed charges*) or 3.4 (*Floating charge*), as appropriate

3.3 Mortgages and fixed charges

The Chargor.

- (a) charges the Scheduled Real Property by way of legal mortgage;
- (b) mortgages the Scheduled Investments,
- (c) assigns absolutely
 - (i) all amounts now or at any time standing to the credit of any Blocked Account and all of the Chargor's right, title and interest in and to the Blocked Accounts;
 - (ii) all benefits under each Scheduled Insurance Policy; and
 - (iii) all of the Chargor's right, title and interest in and to the Scheduled Relevant Contracts,

save that the exercise of all rights and remedies in connection with the same, the exercise of any discretions or judgments, the giving of any waivers or consents and any entitlements to all proceeds and claims arising therefrom shall, in the absence of a Declared Default, be exercised at the sole discretion of the Chargors, subject always to the terms of the Facilities Agreement;

- (d) charges by way of fixed charge
 - (i) all of the Real Property, other than Excluded Real Property and Real Property over which this Debenture takes effect as a legal mortgage;
 - (ii) all of the Investments, other than Investments over which this Debenture takes effect as a mortgage,
 - (iii) all benefits under the Insurance Policies, other than those effectively assigned absolutely under this Debenture;
 - (iv) all of the Chargor's right, title and interest in and to the Relevant Contracts, other than those effectively assigned absolutely under this Debenture;
 - (v) all amounts now or at any time standing to the credit of any Blocked Account,
 - (vi) the net amount payable under each Hedging Agreement, after the exercise of all set-off rights and rights of combination of accounts under and in accordance with that Hedging Agreement;
 - (vii) all of the Scheduled Plant and Equipment;
 - (viii) all of the Plant and Equipment other the Scheduled Plant and Equipment,
 - (ix) all of the Scheduled Intellectual Property,
 - (x) all of the Intellectual Property other than the Scheduled Intellectual Property,
 - (xi) its goodwill and its business names, brand names, and domain names;
 - (xii) its uncalled capital;
 - (xiii) the benefit of all Authorisations it holds in relation to its business, undertaking and assets;

- (xiv) its beneficial interest in any pension fund or plan; and
- (xv) in relation to each Security Asset, all its Related Rights

3.4 Floating charge

- (a) The Chargor charges by way of floating charge all its present and future business, undertaking, property, rights and assets that are not effectively mortgaged, assigned or charged by way of fixed charge under this Clause 3
- (b) Paragraph 14 of Schedule B1 to the IA shall apply to any floating charge created under this Debenture

3.5 Trust arrangements

If or to the extent that the mortgage or charge of any Security Asset is prohibited by law or contract the Chargor shall hold that Security Asset on trust for the Security Agent (insofar as not so prohibited).

4. Crystallisation of the floating charge

4.1 Crystallisation on notice

The Security Agent may, by notice to the Chargor at any time, convert the floating charge created under this Debenture into a fixed charge over any Security Asset referred to in that notice if

- (a) an Event of Default has occurred in respect of which a notice has been served by the Agent in accordance with clause 25.19 (*Acceleration*) of the Facilities Agreement,
- (b) the Security Agent reasonably considers it desirable to do so to protect or preserve that Security Asset or the Security over it created under this Debenture, or the ranking of that Security, or
- (c) the Chargor requests the Security Agent to do so, or to enforce the Security created under this Debenture.

4.2 Automatic crystallisation

The floating charge created under Clause 3.4 (*Floating charge*) shall convert automatically (without notice) and immediately into a fixed charge over each Security Asset that is subject to that floating charge:

- (a) if the Chargor takes any step to create Security over any Security Asset in breach of Clause 6.3 (*Negative pledge*) or to dispose of any Security Asset in breach of clause 24.17 (*Disposals*) of the Facilities Agreement,
- (b) if any steps are taken to seize, attach, charge, take possession of or dispose of any Security Asset under any form of distress, sequestration, execution or other process and such steps constitute an Event of Default;
- (c) on the crystallisation of any other floating charge over any such Security Asset;
- (d) if any steps are taken (including the presentation of a petition, the convening of a meeting or the making of an application) otherwise than pursuant to a Permitted Transaction for the reorganisation of the Chargor, the making of an administration order in relation to the Chargor or to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of the Chargor over all or any part of its assets, or

if any such person is appointed in respect of the Chargor save as otherwise permitted by the terms of the Facilities Agreement;

- (e) any analogous procedure or step is started or taken in any jurisdiction in relation to the Chargor, or
- (f) in any other circumstances prescribed by law.

4.3 When the floating charge will not crystallise

Regardless of any other provision of this Debenture, the floating charge created under this Debenture shall not convert into a fixed charge solely by reason of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the IA.

5. Perfection

5.1 Removal of restrictions

The Chargor shall use all reasonable endeavours to ensure that the Security Assets are at all times free from any restriction that would or might reasonably be expected to prevent the Security Agent from perfecting the Security created under this Debenture

5.2 Service of notices

The Chargor shall serve notices within five (5) Business Days of the date of this Debenture.

- (a) in substantially the form set out in Part I of Schedule 8 (*Form of notice to account bank*) in respect of each Blocked Account;
- (b) in substantially the form set out in Part I of Schedule 8 (*Form of notice to account bank*) in respect of each Operating Account,
- (c) in substantially the form set out in Part I of Schedule 9 (*Form of Insurance Policies notice*) in respect of each of the Insurance Policies,
- (d) in substantially the form set out in Part I of Schedule 10 (*Form of Relevant Contracts notice*) in respect of each Relevant Contract; and
- (e) at the request of the Security Agent and in form and substance satisfactory to the Security Agent, in respect of any other asset that is expressed to be mortgaged or charged by way of fixed charge under this Debenture.

5.3 Acknowledgement of notices

The Chargor shall use all reasonable endeavours to procure that each such notice is acknowledged by the addressee in the form set out in Part II of each respective Schedule referred to in Clause 5.2 (*Service of notices*), or in such other form as the Security Agent reasonably agrees, within twenty (20) Business Days of the date of the notice, at which time the obligation to obtain such acknowledgement will cease to apply.

5.4 Future Security Assets

Unless the Security Agent agrees otherwise the Chargor shall, in respect of each Security Asset it acquires after the date of this Debenture, and in such form and manner as the Security Agent may reasonably require, register the Security created under this Debenture over that Security Asset within the applicable time period in the relevant register (if any)

6. Provisions applicable to all the Security Assets

6.1 Undertakings - time and manner of performance

- (a) The provisions of Clauses 5 (*Perfection*) to Clause 11 (*Plant and Equipment*) (inclusive) shall remain in force during the Security Period
- (b) Unless otherwise specified in this Debenture, the Chargor shall perform each of its obligations under those provisions promptly and at its own expense

6.2 Documents of title etc.

- (a) Unless the Security Agent otherwise requires (but subject to Clause 6.2(b)) the Chargor shall deposit with the Security Agent or its Delegates all deeds, certificates and other documents of or evidencing title to the Security Assets (including the Investments in accordance with Clauses 8.1 (*Deposit of documents*) and paragraph (a) of Clause 8.1 (*Deposit of documents*) respectively) and their Related Rights.
- (b) In relation to the Security Assets expressed to be charged by way of floating charge under this Debenture, the Chargor's obligations under this Clause 6.2 shall arise upon crystallisation of the floating charge

6.3 Negative pledge

Unless permitted under the terms of the Facilities Agreement, the Chargor shall not create or permit to subsist any Security over any Security Asset.

6.4 Acquisitions

- (a) The Chargor shall notify the Security Agent of:
 - (i) its acquisition of (including by lease, licence or otherwise) any asset with a market value in excess of £1,000,000 that would on its acquisition become Real Property,
 - (ii) its acquisition of any Investments, Plant and Equipment or Intellectual Property at the request of the Security Agent; and
 - (iii) such further details of the assets referred to in this Clause as the Security Agent may (acting reasonably) require

6.5 Safeguarding the Security Assets

The Chargor shall, in relation to each of the Security Assets and each part of them.

- (a) take all steps necessary to safeguard and maintain them and their subsistence, validity and value and not use them or permit them to be used in any way that may have a material adverse effect on their subsistence, validity or value save where the same is permitted under the terms of the Facilities Agreement,
- (b) defend any proceedings brought by a third party relating to them as the Security Agent (acting reasonably) may require taking into account the likelihood of success and the anticipated time and cost involved with pursuing the relevant claim and/or remedy; and
- (c) not, without the written consent of the Security Agent:
 - (i) enter into any onerous obligation or restriction affecting them,

- (ii) create or permit to arise any interest or right in favour of any third party in or over them;
- (iii) agree to any proposal the effect of which may be to impair its value; or
- (iv) agree to the amendment of any agreement or instrument that sets out the terms and conditions on and subject to which the Chargor holds or enjoys the benefit of any Security Asset,

in each case, save where the same is not prohibited under the terms of the Facilities Agreement.

6.6 Information and Inspection

The Chargor shall, in relation to each of the Security Assets and each part of them give the Security Agent such information as the Security Agent may reasonably require

7. Real Property

7.1 Registration

In the case of the Scheduled Real Property and all other Real Property in England and Wales other than the Excluded Real Property, the Chargor shall:

- (a) apply to the Land Registry for first registration of that Real Property (if it is not already registered), and registration of the Chargor as proprietor of it;
- (b) apply to the Land Registry to register:
 - (i) in the case of the Scheduled Real Property, the charges by way of legal mortgage created by paragraph (a) of Clause 3.3 (*Mortgages and fixed charges*); and
 - (ii) in the case of all other Real Property, the fixed charges created by paragraph (d)(i) of Clause 3.3 (*Mortgages and fixed charges*);
- (c) submit to the Land Registry in the form required by the Security Agent, in relation to all Real Property registered at the Land Registry:
 - (i) a duly completed Form RX1 requesting that a restriction in the form of Form P as stated in Schedule 4 of the Land Registration (Amendment) Rules 2008 (SI 2008/1919) or as may be specified by the Security Agent be entered on the register of the title to that Real Property in respect of the legal mortgage created by paragraph (a) of Clause 3.3 (*Mortgages and fixed charges*), and
 - (ii) a notice that the Lenders are under an obligation to make further advances, subject to any other matters agreed between them in relation to the Facilities,
- (d) pay all applicable registration fees; and
- (e) on completion of the registration of Security under this Clause, supply to the Security Agent a copy of the relevant Title Information Document issued by the Land Registry, duly certified by an officer of the Chargor as being a true copy.

7.2 Provisions applicable to all Real Property

The Chargor shall, in relation to the Real Property:

- (a) keep it in good and substantial repair and condition;

- (b) not pull down or remove all or any part of it, nor make or allow to be made any structural or material alteration to it,
- (c) not affix any Security Asset to it, except to Real Property effectively charged by way of legal mortgage,
- (d) not sever or remove any fixtures forming part of it (except for the purpose of repair or replacement),
- (e) ensure that no person shall
 - (i) be registered under the Land Registration Act 2002 as proprietor of any of it or any part of it, or create or permit to arise any interest which overrides under that Act, without the written consent of the Security Agent; or
 - (ii) make an application, consent to or acquiesce in an application by any third party to the Land Registry to enter any matter on the register of title,

in each case where failure to do so would be reasonably likely to have a Material Adverse Effect and if so required by the Security Agent and subject to the Agreed Security Principles, create a charge by way of legal mortgage (or equivalent Security in the case of Real Property outside England and Wales) over it in such form as the Security Agent shall reasonably require, if it is not already subject to such a charge or Security in favour of the Security Agent or any Delegate.

8. Investments

8.1 Deposit of documents

- (a) The Chargor shall promptly deposit with the Security Agent or its Delegates, in respect of or in connection with the Investments
 - (i) all stock, share or other certificates, contracts and documents of or evidencing title,
 - (ii) (if applicable) signed undated transfers, completed in blank and, if the Security Agent so requires, pre-stamped, and
 - (iii) any other documents the Security Agent may from time to time reasonably require for perfecting its title, or the title of any purchaser
- (b) The Chargor's obligations under paragraph (a) above shall arise in relation to
 - (i) the Scheduled Investments, upon execution of this Debenture; and
 - (ii) all other Investments, at the request of the Security Agent.

8.2 Income - before Security becomes enforceable

Before the Security created under this Debenture has become enforceable the Chargor may retain all dividends, interest and other distributions of an income nature paid or payable on or in respect of the Investments.

8.3 Income - after Security has become enforceable

- (a) After the Security created under this Debenture has become enforceable

- (i) the Chargor shall pay to the Security Agent, upon receipt, all dividends, interest and other distributions that are paid or payable on or in respect of the Investments, and
 - (ii) the Security Agent or any Receiver or Delegate may, in its discretion (and without any further consent or authority from the Chargor), apply such distributions in accordance with Clause 15 (*Application of proceeds*).
- (b) Pending payment to the Security Agent in accordance with paragraph (a) above, the Chargor and its nominees shall hold all such distributions on trust for the Security Agent.

8.4 Voting rights - before notice from the Security Agent

Before delivery of a notice of the kind referred to in paragraph (a) of Clause 8.5 (*Voting rights - after notice from the Security Agent*), the Chargor may exercise all voting rights in relation to the Investments specified in that notice, provided that it shall not do so in a manner that may:

- (a) be inconsistent with any Finance Document; or
- (b) impair the value of any Investments or prejudice the security created under this Debenture or the interests of the Secured Parties under the Finance Documents save where the same is permitted under the terms of the Facilities Agreement.

8.5 Voting rights - after notice from the Security Agent

At any time after the Security created under this Debenture has become enforceable:

- (a) the Security Agent or any Receiver or Delegate may, without any obligation to do so:
 - (i) notify the Chargor (with a copy to the Agent) that all or any voting and other rights and powers attached or relating to the Investments specified in that notice shall be exercised in such manner and on such terms as the Security Agent may think fit; and
 - (ii) require the Chargor to comply with the requirements of that notification and (at the option of Security Agent) transfer those Investments into the name of the Security Agent or its Delegate, and
- (b) the Chargor shall
 - (i) comply with any such notification or requirement, and
 - (ii) execute and deliver to the Security Agent, or to the Receiver or Delegate who made the notification, such forms of proxy, transfers and other documents as that person may require to ensure such compliance

8.6 Security Agent's right to waive voting rights

The Security Agent may, in its absolute discretion, by notice to the Chargor elect to waive any voting and other rights and powers conferred on it pursuant to Clause 8.5 (*Voting rights - after notice from the Security Agent*), and it shall thereupon cease to have those rights and powers.

8.7 Communications

The Chargor shall provide to the Security Agent or its Delegate a copy of all notices, circulars, reports, accounts and other documents that the Chargor or its nominee receives in respect of or in connection with the Investments

9. Bank Accounts

9.1 Operation of Blocked Accounts

- (a) Regardless of the terms on which moneys have been deposited in any Blocked Account, the Chargor may not receive, withdraw or transfer any credit balance from time to time on any Blocked Account, except with the written consent of the Security Agent and except as permitted or required by Clause 9 (*Mandatory Prepayment and Cancellation*) and Clause 24.33 (*Lock-Up Account*) of the Facilities Agreement.

9.2 Operation of Operating Accounts

- (a) In this Clause 9.2 "**Book Debts**" means all book and other debts of any nature owing to the Chargor and all other rights to receive money, and the proceeds of all such debts and rights, but excluding (i) any debts specifically and effectively mortgaged, assigned or charged by way of fixed charge under this Debenture and (ii) any amounts now or at any time standing to the credit of any Account.
- (b) The Chargor shall pay the proceeds of any Book Debts into an Operating Account promptly on receipt.
- (c) The Chargor may withdraw any amounts now or at any time standing to the credit of any Operating Account, or procure its payment to any third party, until such time as the Security Agent gives written notice to the bank, financial institution or other person with which that Account is held that this permission is withdrawn (which it may only do following the occurrence of a Declared Default)

10. Insurance Policies

If the Chargor fails to keep the Security Assets insured in accordance with the requirements of the Facilities Agreement the Security Agent may effect or renew the insurance in accordance with Clause 19 (*Consequences of the Chargor's failure to act*), and section 108(1) of the LPA shall not apply

11. Plant and Equipment

The Chargor shall, in relation to the Plant and Equipment if so requested by the Security Agent, affix on any item specified by the Security Agent in a conspicuous place an identification marking as set out below, and not conceal, alter or remove that marking or permit it to be concealed, altered or removed.

"NOTICE OF CHARGE This [*specify nature of the Plant and Equipment*] and statutory, contractual and other benefits relating to it, are subject to a first fixed charge in favour of [The Royal Bank of Scotland Plc]"

12. Enforcement

12.1 When the Security becomes enforceable

The Security created under this Debenture shall be enforceable

- (a) upon the occurrence of an Event of Default in respect of which notice has been served by the Agent in accordance with clause 25.19 (*Acceleration*) of the Facilities Agreement;
- (b) if the Security Agent so requires to protect or preserve the Security Assets or the Security over them created under this Debenture or the ranking of that Security; or

- (c) if the Chargor requests the Security Agent to do so

12.2 Rights and powers of the Security Agent on enforcement

- (a) The power of sale and the other powers conferred by section 101 of the LPA (as varied or extended under this Debenture) shall arise on the date of this Debenture, but the Security Agent shall not exercise those powers until the Security created under this Debenture has become enforceable under Clause 12.1 (*When the Security becomes enforceable*)
- (b) At any time after the Security created under this Debenture has become enforceable the Security Agent may (without prejudice to any of its other rights and remedies, and without notice to the Chargor) enforce all or any of that Security, and may exercise:
 - (i) all the rights and powers conferred by the LPA on it or on any Receiver or on mortgagees (without the restrictions imposed by sections 103 or 109(1) of the LPA) at the times, in the manner and order, on the terms and conditions and, subject to Clause 12.3 (*Right of appropriation*), for the consideration that it determines,
 - (ii) the power of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases, without the restrictions imposed by sections 99 or 100 of the LPA (and, for the purposes of those sections, sections 99(18) and 100(12) shall not apply, so that the expression "mortgagor" shall include an incumbrancer deriving title under the Chargor); and
 - (iii) the other rights and powers conferred on it under the Finance Documents
- (c) At any time after the Security created under this Debenture has become enforceable the Security Agent and any Receiver or Delegate may (without prejudice to any of their other rights and remedies and without notice to the Chargor)
 - (i) take possession of any Security Asset and for that purpose enter on any premises where a Security Asset is located (or where it reasonably believes a Security Asset is located) without incurring any liability to the Chargor; and
 - (ii) complete and date all or any of the transfers and other documents referred to in sub-paragraphs (ii) and (iii) of paragraph (a) of Clause 8.1 (*Deposit of documents*)
- (d) The Chargor shall use its best endeavours to allow the Security Agent and any Receiver or Delegate free access, for the purpose specified in sub-paragraph (i) of paragraph (c) above, to any premises that the Chargor does not own or occupy, and to obtain any necessary consents of third parties for that purpose.

12.3 Right of appropriation

- (a) This Clause applies to the extent that:
 - (i) the Security Asset referred to in it constitutes Financial Collateral; and
 - (ii) this Debenture and the obligations of the Chargor under it constitute a Security Financial Collateral Arrangement.
- (b) The Security Agent or any Receiver or Delegate may, by giving written notice to the Chargor at any time after the Security created under this Debenture has become enforceable, appropriate all or any part of a Security Asset in or towards payment or

discharge of the Secured Obligations, subject always to Regulation 18 of the Regulations

- (c) The value of any Security Asset appropriated in accordance with this Clause shall be determined by the Security Agent as being a fair market value having regard to the prevailing market conditions (but without any obligation on a seller in such a market to postpone (or request the postponement of) any sale of that Security Asset in order to achieve a higher value)
- (d) The Chargor agrees that the method of valuation provided for in this Clause is commercially reasonable for the purposes of the Regulations

13. Appointment and removal of receivers and administrators

13.1 Power of appointment and removal

At any time after the Security created under this Debenture has become enforceable, the Security Agent may by deed or otherwise in writing (acting through an authorised officer or manager)

- (a) appoint one or more persons to be a Receiver or Receivers (jointly and severally) of all or any part of the Security Assets,
- (b) subject to any requirement for a court order in the removal of an administrative receiver, remove any Receiver;
- (c) appoint one or more persons as additional or replacement Receivers; or
- (d) appoint one or more persons to be an administrator or administrators of the Chargor under Schedule B1 of the IA.

13.2 Powers additional

The power to appoint a Receiver under this Clause shall be in addition to all statutory and other powers of appointment the Security Agent may have under the LPA (as varied and extended under this Debenture) and may be exercised from time to time by the Security Agent in respect of all or any part of the Security Assets.

13.3 When a Receiver may not be appointed

Regardless of any other provision of this Debenture, the Security Agent may not appoint a Receiver

- (a) solely by reason of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the IA; or
- (b) in the case of an administrative receiver, if prohibited under section 72A of the IA

13.4 Receiver's remuneration

Every Receiver shall be entitled to remuneration at a rate to be fixed by agreement between the Receiver and the Security Agent, and the maximum rate specified in section 109(6) of the LPA shall not apply.

14. Powers and status of Receiver

14.1 Powers and rights

Every Receiver shall have all the powers and rights

- (a) conferred by the LPA on mortgagees in possession and on receivers appointed under the LPA,
- (b) specified in Schedule 1 of the IA in relation to, and to the extent applicable to, the Security Assets or any of them (whether or not the Receiver is an administrative receiver within the meaning of that Act),
- (c) of the Security Agent under this Debenture,
- (d) of an absolute legal and beneficial owner of the Security Assets; and
- (e) that seem to the Receiver to be incidental or conducive to the exercise of any of the other powers and rights conferred on or vested in the Receiver.

14.2 Joint or several

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

14.3 Receiver as agent

Every Receiver shall be the agent of the Chargor for all purposes, and the Chargor shall be solely responsible for the Receiver's

- (a) acts, omissions and defaults, and
- (b) remuneration, costs and expenses.

15. Application of proceeds

15.1 Order of application

The Security Agent or any Receiver or Delegate shall apply all moneys, and all receipts or recoveries under this Debenture in a form other than cash:

- (a) *first, in or towards the payment or discharge of, or provision for, all costs, charges, expenses and liabilities incurred, and payments made, by any of the Secured Parties or any Receiver or Delegate, and the payment of the remuneration of any Receiver or Delegate; and*
- (b) *secondly, in accordance with the Intercreditor Agreement,*

and section 109(8) of the LPA shall not apply to the application of moneys received by a Receiver.

15.2 Disapplication of rights

This Clause 15 shall override any appropriation made by the Chargor

16. Protection of purchasers

16.1 No obligation to make enquiries.

No purchaser or other person dealing with the Security Agent or any Receiver or Delegate shall be bound or concerned

- (a) to enquire whether the right of the Security Agent or any Receiver or Delegate to exercise any of the powers conferred on them under this Debenture has arisen or not;

- (b) with the propriety of the exercise or purported exercise of those powers, or
- (c) with the application of any consideration (whether cash or non-cash) paid to the Security Agent, any Receiver or Delegate or to any other person

16.2 Conclusive discharge

The receipt of the Security Agent or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Security Assets or in making any acquisition in the exercise of their respective powers, the Security Agent and any Receiver or Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

17. Preservation of security

17.1 Waiver of defences

Neither the Security created under this Debenture nor the obligations of the Chargor under this Debenture will be affected by an act, omission, matter or thing which, but for this Clause 17, would reduce, release or prejudice that Security or any of those obligations (without limitation and whether or not known to the Chargor, the Security Agent or any other Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any Obligor or any other person under the terms of any composition or arrangement with any creditor of any person;
- (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, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security,
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of, any Obligor or any other person,
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise), restatement (in each case however fundamental and whether or not more onerous) or replacement, assignment, avoidance or termination of a Finance Document or any other document or Security or of the Secured Obligations, including any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Finance Document or other document or Security,
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security; or
- (g) any insolvency, liquidation, administration or similar procedure

17.2 Chargor intent

Without prejudice to the generality of Clause 17.1 (*Waiver of defences*), the Chargor expressly confirms that it intends that the Security created under this Debenture shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following:

- (a) business acquisitions of any nature;
- (b) increasing working capital,
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings,
- (e) refinancing existing facilities,
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers,
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and
- (i) any fees, costs and/or expenses associated with any of the foregoing.

17.3 Immediate recourse

The Chargor waives any right it may have of first requiring any 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 Debenture. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

17.4 Appropriations

During the Security Period each Secured Party may:

- (a) refrain from applying or enforcing any other moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Obligations or, subject to Clause 15 (*Application of Proceeds*), apply and enforce them in such manner and order as it sees fit (whether against the Secured Obligations or otherwise) and the Chargor shall not be entitled to the benefit of them; and
- (b) hold in an interest-bearing suspense Account any moneys received from the Chargor or on account of the Secured Obligations

17.5 Deferral of Chargor's rights

- (a) During the Security Period and unless the Security Agent otherwise directs, the Chargor shall not exercise or benefit from any rights it may have by reason of performance by it of its obligations under this Debenture or any other Finance Document or by reason of any amount being payable, or liability arising, under any such document:
 - (i) to receive or claim payment from or be indemnified by an Obligor,
 - (ii) to claim any contribution from any guarantor of, or provider of Security in respect of, any Obligor's obligations under the Finance Documents;
 - (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under any Finance Document or of any other guarantee or Security taken pursuant to, or in connection with, any Finance Document by any Secured Party;

- (iv) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Obligor has given a guarantee, undertaking or indemnity under this Debenture or any other Finance Document;
- (v) to exercise any right of set-off or similar right against any Obligor; or
- (vi) to claim or prove as a creditor of any Obligor in competition with any Secured Party,

save as otherwise permitted by the terms of the Facilities Agreement

- (b) If the Chargor receives any benefit, payment or distribution in relation to any such rights it shall following the occurrence of a Declared Default hold that benefit, payment or distribution, to the extent necessary to enable all amounts that may be or become payable to any Secured Party by the Obligors under or in connection with this Debenture or any other Finance Document to be repaid in full, on trust for the Security Agent and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 15 (*Application of proceeds*)

17.6 Additional Security

The Security created under this Debenture is in addition to and is not in any way prejudiced by and shall not merge with any guarantee or Security now or in the future held by any Secured Party.

17.7 Tacking

- (a) For the purposes of section 94(1) of the LPA and section 49(3) of the Land Registration Act 2002 the Security Agent agrees on behalf of the Lenders that (subject to any applicable agreement between them in relation to the Facilities) the Lenders are under an obligation to make further advances.
- (b) The Chargor consents to an application being made to the Land Registry to enter an obligation to make further advances on the Charges Register relating to the Real Property charged by way of legal mortgage under this Debenture.

17.8 Notice of subsequent Security

- (a) If any Secured Party, acting in any capacity, receives (or is deemed to have received) notice of any subsequent Security or other interest over or affecting any of the Security Assets, that Secured Party may open a new Account of any Borrower with the Secured Party
- (b) If a Secured Party does not open a new Account, it will nevertheless be treated as if it had done so at the time it received (or was deemed to have received) that notice
- (c) As from the time the Secured Party opened or was treated as having opened the new Account, all payments received or recovered by that Secured Party, acting in any capacity, under this Debenture
 - (i) will be credited, or treated as having been credited, to the new Account, and
 - (ii) will not be applied, or treated as having been applied, in reduction of the Secured Obligations

18. Further assurance

The Chargor shall do whatever the Security Agent, each Receiver and each Delegate may reasonably require (including executing further deeds and other documents and making filings, registrations and applications for relief against forfeiture) for the purpose of giving effect to the requirements of this Debenture

19. Consequences of the Chargor's failure to act

19.1 Non-compliance with obligations

If the Chargor fails to promptly comply in any material respect with the requirements of this Debenture the Security Agent or any Receiver or Delegate may (but shall not be obliged to) take such action as they consider necessary or desirable to remedy that failure, without prejudice to their other rights and remedies under this Debenture

19.2 Non-payment

If the Chargor fails to pay any amount payable by it under this Debenture within 5 Business Days of its due date, the Security Agent or any Receiver or Delegate may (but shall not be obliged to) do so on its behalf, in which case the Chargor shall reimburse on demand all sums paid by the Security Agent and any Receiver or Delegate, together with interest on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate calculated in accordance with clause 11.3 (*Default interest*) of the Facilities Agreement. Any interest accruing under this Clause 19 shall be immediately payable by the Chargor on demand by the Security Agent or any Receiver or Delegate.

20. Power of attorney

20.1 Power of attorney

With effect from the occurrence of an Event of Default which is continuing, the Chargor irrevocably and by way of security appoints the Security Agent and each Receiver and Delegate severally to be its attorney, in its name, on its behalf, as its act and deed and in such manner as the attorney thinks fit.

- (a) to carry out any obligation imposed on the Chargor by any Finance Document or other agreement binding on the Chargor and to which the Security Agent or any Receiver or Delegate is a party, and
- (b) to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on the Security Agent, any Receiver or any Delegate under this Debenture or by law.

20.2 Ratification

The Chargor shall:

- (a) ratify and confirm all things done and all documents executed by any attorney appointed under Clause 20.1 (*Power of attorney*) in the exercise or purported exercise of all or any of the attorney's powers; and
- (b) indemnify all such attorneys against all losses, costs, damages and expenses they may incur in doing those things and executing those documents.

21. Release of security

21.1 Release

On the expiry of the Security Period the Security Agent shall, at the request and cost of the Chargor, release or discharge the Security Assets from that Security and, where appropriate, reassign them to the Chargor

21.2 Consolidation

The right of the Security Agent to consolidate mortgages shall be unrestricted and Section 93 of the LPA shall not apply to this Debenture

21.3 Continuation of Security

If the Security Agent acting reasonably on the basis of legal advice considers that any payment or discharge of the Secured Obligations is capable of being avoided or restored in insolvency, liquidation, administration or otherwise, the Secured Obligations will not be considered to have been irrevocably and unconditionally paid or discharged in full and the liability of the Chargor under this Debenture, and the Security constituted by it, will continue

22. Assignments and transfers

22.1 By the Chargor

The Chargor may not assign any of its rights or transfer any of its obligations under this Debenture.

22.2 By the Security Agent

The Security Agent may assign all or any of its rights under this Debenture in accordance with the terms of the Facilities Agreement

23. Notices

The provisions of Clause 24 (*Notices*) of the Intercreditor Agreement are deemed to form part of this Debenture as if expressly incorporated into this Debenture and as if all references in that clause to the Intercreditor Agreement were references to this Debenture

24. Governing law

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

25. Jurisdiction

25.1 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture or any non-contractual obligation arising out of or in connection with this Debenture) (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 is for the benefit of the Security Agent and the other Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction To the extent allowed by

law, the Secured Parties may take concurrent proceedings in any number of jurisdictions

THIS DEBENTURE has been executed and delivered as a deed on the date stated at the beginning of this Debenture

Schedule 1

The Scheduled Real Property

Part I

Registered land

Intentionally blank.

Part II

Unregistered land

Intentionally blank

Schedule 2**The Scheduled Investments**

Chargor	Name of company in which shares are held	Description of investments	Number of shares held
MEIF Shipping Limited	Wightlink Limited	Ordinary shares of £0 10 each	174,951,623
MEIF Shipping Limited	Wightlink Limited	Preference shares of £0 10 each	900
MEIF Shipping Limited	Wightlink Shipping Limited	A ordinary shares of £0 10 each	20

Schedule 3

Details of Accounts

Part I

Details of the Blocked Accounts

Intentionally blank

Part II

Details of the Operating Accounts

Intentionally blank

Schedule 4

The Scheduled Insurance Policies

Intentionally blank.

Schedule 5

The Scheduled Relevant Contracts

Intentionally blank.

Schedule 6

The Scheduled Plant and Equipment

Intentionally blank.

Schedule 7

The Scheduled Intellectual Property

Intentionally blank

Schedule 8

Part I

Form of notice to account bank

To ☐ [insert name and address of account bank]

Attention: ☐ [insert name and address of officer]

Date: ☐

Dear Sirs

Account name ☐

Account number ☐

Sort code ☐

We refer to our above account with you, as it may from time to time be re-designated or re-numbered (the "Account")

We give you notice that by a debenture (the "Debenture") dated ☐ between us and ☐ (the "Security Agent") we have charged by way of [fixed]/[floating] charge in favour of the Security Agent (as trustee for itself and certain other banks, financial institutions and other persons) all amounts standing to the credit of the Account from time to time (the "Deposit") and all of our right, title and interest in and to the Account

We irrevocably instruct and authorise you to

- 1 disclose to the Security Agent any information relating to the Account requested from you by the Security Agent;
- 2 comply with the terms of any written notice or instruction relating to the Account received by you from the Security Agent;
- 3 hold all sums standing to the credit of the Account to the order of the Security Agent (provided that, if no such order has been given or if an order has been revoked, you may act on our instructions in accordance with our mandate);
4. pay or release any sum standing to the credit of the Account in accordance with the written instructions of the Security Agent.

This notice and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales

Please sign and return to the Security Agent (with a copy to us) the attached form of acknowledgement and confirmation.

Yours faithfully,

.....
for and on behalf of ☐ [Chargor]

for and on behalf of ☐ (as Security Agent)

Part II

Form of acknowledgement and confirmation from account bank

To: [] *[insert name and address of Security Agent]*

Attention. []

Date: []

Dear Sirs

Account name []

Account number []

Sort code []

(the "Account")

We acknowledge receipt of a notice (the "Notice") from [] dated [] that under the Debenture referred to in the Notice it has charged by way of [fixed]/[floating] charge to you (as trustee for yourself and certain other banks, financial institutions and other persons) all amounts now or at any time standing to the credit of the Account referred to in the Notice (the "Deposit") and all of its right, title and interest in and to that Account (the "Account")

We confirm that:

1. We agree to the requests contained in the Notice and undertake to comply with them.
2. We have not received notice or become aware of any actual, potential or asserted assignment, encumbrance or security, or any interest, claim or right of, over or in respect of the Deposit (or any part of it) or the Account, and we shall promptly give you notice if we do
3. We do not, and will not, hold or otherwise have the benefit of any security interest or other encumbrance over the Account or the Deposit [other than in our capacity as Security Agent for the Secured Parties referred to in the Debenture].
4. We will not at any time exercise any right of combination, consolidation, merger or set-off that we may have in respect of the Account or the Deposit.

We are aware that you will rely on this letter in connection with your rights under the Debenture.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales

Yours faithfully,

.....
for and on behalf of [] *[Operating Account bank]*

copy *[Chargor]*

Schedule 9

Part I

Form of Insurance Policies notice

To [] [insert name and address of Insurer]

Attention: [] [insert name and address of officer]

Date []

Dear Sirs

Insurance Policy [] [insert policy number and description] (the "Policy")

We refer to the Policy, as it may from time to time be renewed.

We give you notice that by a debenture (the "Debenture") dated [] between us (the "Company") and [] (the "Security Agent") we have assigned absolutely to the Security Agent (as trustee for itself and certain other banks, financial institutions and other persons) all benefits under the Policy.

Regardless of any previous authorisations and instructions we may have given you, we irrevocably authorise and request you, with effect from the date you receive this notice:

- 1 To, following such time as the Security Agent gives you written notice that the security created under the Debenture has become enforceable, pay or release to the Security Agent or such other persons as it may specify all moneys to which the Company is entitled under the Policy
- 2 To send to the Security Agent all notices and other information sent or given by you in relation to the Policy, with a copy to us.
- 3 To disclose to the Security Agent any information relating to us and the Policy that the Security Agent may from time to time request you to disclose.
- 4 Promptly to give written notice to the Security Agent if at any time:
 - (a) we fail duly and promptly to pay any premium or other moneys payable from time to time by us under or in respect of the Policy, or you become aware of any breach by us of any of the terms and conditions of the Policy (specifying in that notice the action necessary to remedy such breach), or
 - (b) you become aware of any actual, potential or asserted assignment, encumbrance or security, or any interest, claim or right over or in respect of the Policy in favour of a third party.
- 5 To comply with any written notice or instructions that you may receive from the Security Agent that relate to us, the Policy and/or the proceeds of the Policy
- 6 To notify the Security Agent promptly of any claim, or notification likely to result in a claim, under the Policy for an amount in excess of [].
- 7 To agree that the instructions and authorisations contained in this notice may not be revoked or varied without the written consent of the Security Agent.

Subject to the above you may continue to deal with the Company in relation to the Policy until you receive written notice to the contrary from the Security Agent.

Please sign and return to the Security Agent (with a copy to us) the attached form of acknowledgement and confirmation.

This notice and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

Yours faithfully,

.....
For and on behalf of

[Chargor]

copy: *[Security Agent]*

Part II

Form of acknowledgement and confirmation from the insurer

To. [] *[insert name and address of Security Agent]*

Attention. [] *[insert name and address of officer]*

Date []

Dear Sirs

Insurance Policy [] *[insert policy number and description]* (the "Policy")

We refer to the Policy, as it may from time to time be renewed

We acknowledge receipt of a notice (the "Notice") from [] dated [] that under the Debenture referred to in the Notice, it has assigned absolutely to you (as trustee for yourself and certain other banks, financial institutions and other persons) all benefits under the Policy

We confirm that

1. We agree to the requests contained in the Notice and undertake to comply with them
2. We have not received notice or become aware of any actual, potential or asserted assignment, encumbrance or security, or any interest, claim or right of, over or in respect of the Policy or any benefits under the Policy, by or in favour of a third party, and we shall promptly give you notice if we do
3. The Policy shall not be rendered void, voidable or unenforceable by reason of any non-disclosure by you
4. You shall not in any circumstances be liable for the premiums or other payments in relation to the Policy

We are aware that you will rely on this letter in connection with your rights under the Debenture.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

Yours faithfully,

.....
for and on behalf of [] *[Insurer]*

copy: *[Chargor]*

Schedule 10

Part I

Form of Relevant Contracts notice

To: [] [insert name and address of counterparty]

Attention: [] [insert name and address of officer]

Date []

Dear Sirs

[identify the Relevant Contract], as amended, novated, supplemented, varied, extended, restated or replaced from time to time (the "Document")

We refer to the Document.

We give you notice that by a debenture (the "Debenture") dated [] between us and [] (the "Security Agent") we have [charged by way of fixed charge in favour of][assigned absolutely to] the Security Agent (as trustee for itself and certain other banks, financial institutions and other persons) all of our right, title and interest in and to the Document.

We will remain liable to perform all our obligations under the Document and neither the Security Agent nor any receiver, receiver and manager or administrative receiver, nor any delegate, agent, attorney or co-trustee appointed by the Security Agent shall have any liability under the Document.

Under the Debenture we may not agree to amend, modify or terminate the Document, nor waive or release any of our rights, interests and benefits under it, without the written consent of the Security Agent

Regardless of any previous authorisations and instructions we may have given you, we irrevocably authorise and request you, with effect from the date you receive this notice

- 1 To, following such time as the Security Agent gives you written notice that the security created under the Debenture has become enforceable, pay or release to the Security Agent or such other persons as it may specify all moneys to which we are entitled under the Document.
- 2 To send to the Security Agent all notices you may issue under or pursuant to the Document, with a copy to us
- 3 To disclose to the Security Agent any information relating to us and the Document that the Security Agent may from time to time request you to disclose
- 4 Promptly to give written notice to the Security Agent if at any time.
 - (c) we fail duly and promptly to pay any moneys payable from time to time by us under or in respect of the Document, or otherwise breach any of the terms of the Document (specifying in that notice the action necessary to remedy such breach); or
 - (d) you become aware of any actual, potential or asserted assignment, encumbrance or security, or any interest, claim or right over or in respect of the Document in favour of a third party
- 5 To comply with any written notice or instructions that you may receive from the Security Agent that relate to us or the Document.
6. To give the Security Agent not less than 30 days' written notice before you terminate the Document or any right, interest or benefit under the Document, or allow any of them to lapse, specifying in that notice the action necessary to avoid such termination

7. To agree that the instructions and authorisations contained in this notice may not be revoked or varied without the written consent of the Security Agent.

This notice and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

Please sign and return to the Security Agent (with a copy to us) the attached form of acknowledgement and confirmation

Yours faithfully,

... ..
For and on behalf of

[Chargor]

Part II

Form of acknowledgement and confirmation from the Relevant Contracts counterparty

To. [] *[insert name and address of Security Agent]*

Attention: [] *[insert name and address of officer]*

Date []

Dear Sirs

[Identify the Relevant Contract] (the "Document")

We refer to the Document

We acknowledge receipt of a notice (the "Notice") from [] (the "Company") dated [] that, under the Debenture referred to in the Notice, it has [charged by way of fixed charge in favour of][assigned absolutely to] you (as trustee for yourself and certain other banks, financial institutions and other persons) all of its right, title and interest in, under and to the Document.

We confirm that.

- 1 We agree to the requests contained in the Notice and undertake to comply with them.
- 2 Any purported amendment, modification or termination of the Document, or waiver or release of any right, interest or benefit of the Company under it, will not be effective without your written consent.
- 3 We have not received notice or become aware of any actual, potential or asserted assignment, encumbrance or security, or any interest, claim or right of, over or in respect of the Document in favour of a third party, and we shall promptly give you notice if we do.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales

Yours faithfully,

.....
for and on behalf of [] *[counterparty]*

copy. *[Chargor]*

Execution page for the Debenture

Executed as a deed and delivered on the date appearing at the beginning of this Debenture

EXECUTED as a deed by

MEIF SHIPPING LIMITED



Director

in the presence of

Witness' _____

Signature, _____

Name: _____

DANIEL DOMB

Address: _____

10 SNOW HILL

LONDON

EC1A 2AL

Occupation: _____

SOLICITOR

**SIGNED by a duly authorised
representative for and on behalf
of THE ROYAL BANK OF
SCOTLAND PLC**

Print name' _____

Duly authorised representative

Execution page for the Debenture

Executed as a deed and delivered on the date appearing at the beginning of this Debenture

EXECUTED as a deed by

MEIF SHIPPING LIMITED

Director

in the presence of

Witness, _____

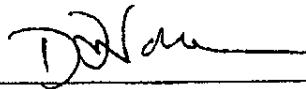
Signature, _____

Name, _____

Address, _____

Occupation, _____

SIGNED by a duly authorised
representative for and on behalf
of **THE ROYAL BANK OF
SCOTLAND PLC**



Print name: DAVID NODEN

Duly authorised representative