

MR01

Particulars of a charge

669133 £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](http://www.companieshouse.gov.uk)

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

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR00

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration within  
21 days** beginning with the day after the date of creation of the charge.  
If 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  
scanned and placed on the public record **Do not send the original**



L10  
23/12/2015  
COMPANIES HOUSE  
#226

WEDNESDAY

**1 Company details**

Company number 0 5 6 5 4 2 3 1 ✓

Company name in full Liberis Limited ✓

☒ ☐ ☐ For official use

→ **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 d<sub>2</sub> d<sub>1</sub> m<sub>1</sub> m<sub>2</sub> y<sub>2</sub> y<sub>0</sub> y<sub>1</sub> y<sub>5</sub> ✓

**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 Shawbrook Bank Limited ✓

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

Registered trade mark number UK00003021416, mark text LIBERIS For more details of intellectual property charged, please refer to the instrument. ✓

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 <sup>1</sup>**

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

☐

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

9

**Signature**

Please sign the form here

Signature


Signature


X Macfarlanes LLP X


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

# MR01


## Particulars of a charge


	<b>Presenter information</b>
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	MEH/650370
Company name	Macfarlanes LLP
Address	20 Cursitor Street
Post town	
County/Region	London
Postcode	E C 4 A 1 L T
Country	UK
DX	DX No 138 Chancery Lane
Telephone	+44 (0) 20 7831 9222

	<b>Certificate</b>
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.	


	<b>Checklist</b>
<b>We may return forms completed incorrectly or with information missing</b>	

<b>Please make sure you have remembered the following</b>	
<input type="checkbox"/>	The company name and number match the information held on the public Register
<input type="checkbox"/>	You have included a certified copy of the instrument with this form
<input type="checkbox"/>	You have entered the date on which the charge was created
<input type="checkbox"/>	You have shown the names of persons entitled to the charge
<input type="checkbox"/>	You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
<input type="checkbox"/>	You have given a description in Section 4, if appropriate
<input type="checkbox"/>	You have signed the form
<input type="checkbox"/>	You have enclosed the correct fee
<input type="checkbox"/>	Please do not send the original instrument, it must be a certified copy

	<b>Important information</b>
Please note that all information on this form will appear on the public record.	

	<b>How to pay</b>
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'	

	<b>Where to send</b>
You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.	
<b>For companies registered in England and Wales.</b> The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff	
<b>For companies registered in Scotland.</b> 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)	
<b>For companies registered in Northern Ireland</b> 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	

	<b>Further information</b>
For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a>	
This form is available in an alternative format. Please visit the forms page on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a>	

Px



FILE COPY

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

Company number: 5654231

Charge code: 0565 4231 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2015 and created by LIBERIS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2015

Given at Companies House, Cardiff on 5th January 2016



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Date 21 DECEMBER 2015


THE COMPANIES identified in schedule 1  
as Chargors

SHAWBROOK BANK LIMITED  
as Security Agent

**SECURITY AGREEMENT**

This deed is subject to the terms of the Intercreditor Agreement

SAVE FOR MATERIAL REDACTED PURSUANT TO S 859G  
COMPANIES ACT 2006, THIS COPY INSTRUMENT IS  
CERTIFIED TO BE A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT



MACFARLANES LLP  
20 CURSITOR STREET  
LONDON EC4A 1LT

DATE: 22/12/15

MACFARLANES

Macfarlanes LLP  
20 Cursitor Street  
London EC4A 1LT

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DATE

21 DECEMBER 2015

**PARTIES**

- 1 **THE COMPANIES** whose names, registered numbers and registered offices are set out in schedule 1 (the "**Chargors**"), and
- 2 **SHAWBROOK BANK LIMITED** as agent and trustee for the Secured Parties (as defined in the Facility Agreement) (the "**Security Agent**")

**BACKGROUND**

- A The Chargors are entering into this deed in connection with the Finance Documents
- B The Security Agent and the Chargors intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand

**IT IS AGREED** as follows

1 **Definitions and interpretation**

1.1 **Definitions**

Unless otherwise provided in this deed, terms defined in the Facility Agreement shall have the same meaning where used in this deed

In addition, in this deed, unless the context otherwise requires, the following words shall have the following meanings

**Accounts.** all accounts (including all Blocked Accounts), save for the Excluded Account, and all moneys from time to time standing to the credit (including any interest thereon) of such accounts and all rights in relation thereto, with any bank, financial institution or other person in any jurisdiction now or at any time hereafter (and from time to time) owned, operated or held by any Chargor or in which any Chargor has an interest,

**Administrator.** a person appointed in accordance with Sched B1 Insolvency Act 1986 to manage a Chargor's affairs, business and property,

**Agent.** the Agent as such term is defined in the Facility Agreement,

**Assigned Agreements.** the Servicing Agreement, the Split Processing Agreements (including, for the avoidance of doubt, the Split Processing Agreements as detailed in part 4 of schedule 2 (*Split Processing Agreements*), the Asset Sale Agreement and any other document or agreement which is designated as an "Assigned Agreement" by the Security Agent and the relevant Chargor (or Chargors) which is (or are) party to such document or agreement,

**Blocked Account:** in relation to a Chargor

- (a) in the case of the Borrower, each Collections Account,
- (b) any other account which the Security Agent and that Chargor have so designated,

**Charged Assets** all the assets for the time being subject to the Security created by this deed (and references to the Charged Assets include references to any part of them),

**CREST.** the relevant system (as defined in the Uncertificated Securities Regulations 2001) in respect of which Euroclear UK & Ireland Limited is the Operator (as defined in those Regulations),

**Debts.** all book and other debts, of any kind whatsoever now or at any time hereafter (and from time to time) due, owing or payable to any Chargor or in which any Chargor has an interest and the proceeds of the same, including the benefit of any judgement or order to pay a sum of money, and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to the same,

**Declared Default:** an Event of Default which has resulted in the Agent exercising any of its rights under clause 25 22 (*Acceleration*) of the Facility Agreement,

**Equipment:** all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property now or at any time hereafter (and from time to time) owned by any Chargor, and any part thereof, together with the benefit of all contracts and warranties relating to the same,

**Facility Agreement.** the revolving credit facility agreement dated on or about the date of this deed and made between, among others, Liberis BCA Limited as Borrower and the Security Agent,

**File** in respect of a Receivable, all information, comments, documents and any correspondence from or to a Customer, including the relevant Customer Sale and Purchase Agreement together with any associated rights and security,

**Floating Charge Assets.** all the assets for the time being subject to the floating charge created by this deed (and references to the Floating Charge Assets include references to any part of it),

**Goodwill** all goodwill now or at any time hereafter (and from time to time) of or in a Chargor,

**Insolvency Event:** the occurrence of any of the events or circumstances set out in clauses 25 6 (*Insolvency*) – 25 8 (*Creditors' Process*) (inclusive) of the Facility Agreement,

**Insurance Policies:** all contracts and policies of insurance or assurance and all moneys payable under or pursuant to such policies, now or at any time hereafter (and from time to time) taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest excluding in each case, contracts and policies of insurance or assurance which solely relate to liabilities to third parties,

**Intellectual Property:** all interests in respect of any patent (including supplementary protection certificates), trade mark, service mark, trade name, registered design, design right, copyright, know-how, utility model, topographical or similar right, moral right, invention, confidential information, trade secret, database right, right in passing off and any other right in intellectual property subsisting anywhere in the world in any of the foregoing whether registered or unregistered and in each case, any registrations, extensions, renewals or applications of or for the same, now or at any time hereafter (and from time to time) owned or held by any Chargor or (to the extent of its interest) in which any Chargor has an interest,

**LPA:** the Law of Property Act 1925,

**Pension Fund Interests.** all interests and rights now or at any time hereafter (and from time to time) owned or held by any Chargor in relation to any pension fund,

**Properties:** all estates or interests in any freehold and leasehold properties (whether registered or unregistered) and all commonhold or other immoveable properties now or at any time hereafter (and from time to time) owned by any Chargor (including the properties which are briefly described in part 1 of schedule 2 (*Properties currently owned*)) but excluding in each case Short Leasehold Properties,

**Property Interests:** all interests in or over the Properties and all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties,



in each case, now or at any time hereafter (and from time to time) owned or held by any Chargor,

**Receiver** a person appointed by the Security Agent to be a receiver or receiver and manager or (if permitted by law) an administrative receiver of all or any part of the Charged Assets of any Chargor,

**Registered Trade Mark** all interests of a Chargor in respect of any trade mark application or registration now or at any time hereafter (and from time to time) including those registrations and/or applications detailed in part 3 of schedule 2 (*Trade Marks*) hereof,

**Secured Liabilities:** all present and future liabilities and obligations at any time due, owing or incurred by each member of the Group to any Secured Party under or in connection with the Finance Documents, both actual and contingent and whether incurred solely or jointly, as principal or surety and/or in any other capacity,

**Securities:** all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) now or at any time hereafter (and from time to time) owned by any Chargor (including those briefly described in part 2 of schedule 2 (*Securities*) hereof), or in which any Chargor has an interest, together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds, investments, rights, income, money or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereof,

**Securities Issuer:** the issuer of any Securities,

**Securities System:** any securities system or other system or facility providing means for the deposit of and/or clearance of transactions in securities, whether established in the United Kingdom or elsewhere (including CREST),

**Securities System Rights:** all rights of any Chargor present or future (and from time to time) against the operator of any Securities System in relation to any Securities that are held in a Securities System or against any third party through whom such Chargor holds such Securities or against any custodian or participant in relation to any Securities,

**Security Period:** the period starting on the date of this deed and ending on the date on which the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full,

**Short Leasehold Properties:** all leasehold properties for a term of less than 15 years unexpired at the date of the acquisition of the lease (whether registered or unregistered) owned by any Chargor under which the relevant Chargor is obliged to pay a rack rent, save where the continuing occupation of the relevant land or, as the case may be, property is required in order to carry on the business and operations of that Chargor,

**Trade Marks** all interests in respect of trade marks, whether registered or unregistered and any registrations, extensions, renewals or applications for the same now or at any time hereafter (and from time to time) owned or held by any Chargor or in which any Chargor has an interest, including those trade marks detailed in part 3 of schedule 2 (*Trade Marks*) hereof,

**Trading Account.** the Funding Account and, in relation to any Chargor

- (a) any account detailed in part 2 of schedule 3 specified as belonging to it, or
- (b) any other account which the Security Agent and that Chargor have so designated, and

**Uncalled Capital.** all the uncalled capital now or at any time hereafter (and from time to time) of a Chargor

## 1 2 Construction

1 2 1 Unless otherwise provided in this deed, the provisions of clause 1 2 (*Construction*) of the Facility Agreement apply to this deed as though they were set in full in this deed, *mutatis mutandis*

1 2 2 In this deed (unless the context requires otherwise) any reference to

1 2 2 1 each Chargor, each Obligor each Secured Party, any Securities Issuer, any Administrator or Receiver or any other person shall be construed so as to include their successors in title, permitted assigns, permitted transferees and (in the case of any Administrator or Receiver) lawful substitutes and/or replacements,

1 2 2 2 a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended (however fundamentally, including any amendment providing for any increase in the amount of any facility or other liability) from time to time with the agreement of the relevant parties and (where such consent is, by the terms of any Finance Document or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior consent of the Security Agent,

1 2 2 3 "assets" includes present and future properties, revenues and rights of every description,

1 2 2 4 the Security constituted by this deed becoming "enforceable" shall mean that the Security created under this deed has become enforceable under clause 14 1 (*Enforcement events*),

1 2 2 5 "owned" includes having legal or equitable title to or a right to have legal or equitable title transferred,

1 2 2 6 "law" includes the common law, any statute, bye-law, regulation or instrument and any kind of subordinate legislation, and any order, requirement, code of practice, circular, guidance note, licence, consent or permission made or given pursuant to any of the foregoing,

1 2 2 7 a provision of law is a reference to that provision as amended or re-enacted from time to time,

1 2 2 8 a time of day is a reference to London time,

1 2 2 9 any gender includes a reference to the other genders,

1 2 2 10 the singular includes a reference to the plural and vice versa, and

1 2 2 11 a clause or schedule is to a clause or schedule (as the case may be) of or to this deed

1 2 3 Clause and schedule headings are for ease of reference only

## 1 3 Nature of security over real property

A reference in this deed to any freehold, leasehold or commonhold property includes

- 1 3 1 all buildings and fixtures (including trade and tenant's fixtures) which are at any time situated on that property,
- 1 3 2 the proceeds of sale of any part of that property, and
- 1 3 3 the benefit of any covenants for title given or entered into by any predecessor in title of any Chargor in respect of that property or any monies paid or payable in respect of those covenants

1 4 **Secured Liabilities**

References in this deed to the Secured Liabilities shall be construed in relation to the Finance Documents so as to include (i) any increase or reduction in any amount made available thereunder and/or any alteration and/or addition to the purposes for which any such amount, or increased or reduced amount, may be used, (ii) any ancillary facilities provided in substitution for or in addition to the facilities originally made available thereunder, (iii) any rescheduling of the indebtedness incurred thereunder whether in isolation or in connection with any of the foregoing and (iv) any combination of any of the foregoing

2 **Covenant to pay; Further advances**

2 1 **Covenant to pay**

Each Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Secured Parties when the same become due in accordance with the terms of the Finance Documents, whether by acceleration or otherwise

2 2 **Potential invalidity**

Neither the covenant to pay in clause 2 1 (*Covenant to pay*) nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law

2 3 **Further advances**

This deed secures further advances made under or pursuant to the terms of the Finance Documents and the Lenders are, subject to and upon the terms and conditions of the Finance Documents, under an obligation to make further advances

3 **Grant of security**

3 1 **Fixed security**

As a continuing security for the payment or discharge of the Secured Liabilities, each Chargor with full title guarantee hereby

- 3 1 1 grants to the Security Agent (as trustee for the Secured Parties), a charge by way of legal mortgage over all its Properties which are listed in part 1 of schedule 2 (*Properties currently owned*) opposite its name,

- 3 1 2 charges to the Security Agent (as trustee for the Secured Parties), by way of first fixed charge, all its

- 3 1 2 1 Properties acquired by it after the date of this deed,

- 3 1 2 2 Property Interests,

- 3 1 2 3 Equipment,

- 3 1 2 4 Securities,
- 3 1 2 5 Securities System Rights,
- 3 1 2 6 Intellectual Property (excluding Trade Marks),
- 3 1 2 7 Trade Marks,
- 3 1 2 8 Debts,
- 3 1 2 9 Accounts,
- 3 1 2 10 Pension Fund Interests,
- 3 1 2 11 Goodwill and Uncalled Capital,
- 3 1 2 12 interests in the Receivables, including (without limitation)
  - (i) the relevant Chargor's right to demand, sue, for, recover, receive and give receipts for all principal payable or to become payable in respect of the Receivables or the unpaid part thereof and the interest and fees thereon and any rights or remedies of the relevant Chargor against the Customer in respect thereof, and
  - (ii) the benefit of the Files, the right to sue on all covenants given by the Customer in each Customer Sale and Purchase Agreement, the right to exercise all the relevant Chargor's powers in relation to each Customer Sale and Purchase Agreement or otherwise in connection with the Receivables and their related Customer Guarantee (where applicable) and any rights or remedies of the relevant Chargor's against the Customer in respect thereof, and
- 3 1 2 13 rights, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to clauses 3 1 1 - 3 1 4 inclusive,
- 3 1 3 assigns to the Security Agent (as trustee for the Secured Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies, and
- 3 1 4 assigns to the Security Agent (as trustee for the Secured Parties) absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements

## 3 2 Floating security

### 3 2 1 Floating charge

As a continuing security for the payment or discharge of the Secured Liabilities, each Chargor with full title guarantee hereby charges to the Security Agent (as trustee for the Secured Parties), by way of first floating charge, (a) all of its undertaking and assets at any time not effectively mortgaged, charged or assigned pursuant to clauses 3 1 1 - 3 1 4 inclusive above (other than the Excluded Account) and (b) all its assets situated in Scotland

**3 2 2 Qualifying floating charge**

Sched B1 para 14 Insolvency Act 1986 (as inserted by s 248 of, and Sched 16 Enterprise Act 2002) applies to the floating charge created by this deed

**3 2 3 Automatic conversion of floating charge**

Notwithstanding anything express or implied in this deed and without prejudice to any law which may have similar effect, if

- 3 2 3 1 a Declared Default occurs,
- 3 2 3 2 any Chargor creates or attempts to create any Security (other than as permitted under the Facility Agreement) or any trust in favour of another person over all or any of its assets,
- 3 2 3 3 any Chargor disposes or attempts to dispose of all or any of its assets other than by way of a Permitted Disposal, or
- 3 2 3 4 an Insolvency Event has occurred,

the floating charge created by this deed will automatically and immediately (without notice) be converted into a fixed charge over all the Floating Charge Assets or, in the case if clauses 3 2 3 2 and 3 2 3 3 above, over the relevant Floating Charge Asset

**3 2 4 Conversion of floating charge by notice**

Notwithstanding anything express or implied in this deed below, if

- 3 2 4 1 an Event of Default has occurred, or
- 3 2 4 2 the Security Agent considers (in its sole discretion, acting in good faith) that any Charged Assets are in jeopardy,

the Security Agent may at any time thereafter, by notice to a Chargor, convert the floating charge created by this deed with immediate effect into a fixed charge over all or any of the Floating Charge Assets of the relevant Chargor specified in such notice (but without prejudice to the Security Agent's rights to serve a notice in respect of any other Floating Charge Assets and any other rights of the Security Agent whatsoever)

**3 2 5 Assets acquired after any floating charge conversion**

Any asset acquired by any Chargor after any conversion of the floating charge created under this deed, in accordance with clauses 3 2 3 or 3 2 4 above which but for such conversion would be subject to a floating charge shall, (unless the Security Agent confirms in writing to the contrary) be charged to the Security Agent (as trustee for the Secured Parties) by way of first fixed charge

**3 2 6 Reconversion of fixed charge assets into floating charge assets**

The Security Agent may at any time after any conversion of the floating charge created under this deed over any Charged Assets into a fixed charge in accordance with clauses 3 2 3 (*Automatic Conversion of floating charge*) or 3 2 4 (*Conversion of floating charge by notice*) reconvert such fixed charge into a floating charge by notice to the relevant Chargor

**3 3 Title documents**

Each Chargor shall on the execution of this deed (or, if later, the date of acquisition of the relevant Charged Assets) deposit with the Security Agent (and the Security Agent shall during the continuance of this security be entitled to hold)

- 3 3 1 all deeds and documents of title relating to the Charged Assets as the Security Agent may from time to time require, and
- 3 3 2 all certificates relating to the Securities and such instruments of transfer in blank and other documents as the Security Agent may from time to time require

**3 4 Security notices**

Each Chargor shall immediately upon the execution of this deed or, in the case of any Insurance Policy taken out, Assigned Agreement entered into (or designated as such in accordance with this deed) or any Account opened in each case by a Chargor after the date of this deed, on the date (as applicable) on which such Insurance Policy is taken out, such Assigned Agreement entered into (or designated) or such Account opened

- 3 4 1 give notice substantially in the form set out in part 1 of schedule 4 (*Form of notice to insurers*) to the relevant insurers of the assignment pursuant to clause 3 1 3 (*Fixed security*) of its rights and interest in and under the Insurance Policies and use its reasonable endeavours to procure that each addressee of such notice will promptly provide an acknowledgement to the Security Agent in the form set out in part 2 of schedule 4 (*Form of acknowledgement from insurers*), and
- 3 4 2 give notice substantially in the form set out in part 1 of schedule 5 (*Form of notice to counterparties of Assigned Agreements*) to the other parties to the Assigned Agreements to which it is a party of the assignment pursuant to clause 3 1 4 (*Fixed security*) of its rights and interest in and under the Assigned Agreements and use its reasonable endeavours to procure that each addressee of such notice will promptly provide an acknowledgement to the Security Agent in the form set out in part 2 of schedule 5 (*Form of acknowledgement from counterparties to Assigned Agreements*), and
- 3 4 3 give notice substantially in the form set out in part 1 of schedule 6 (*Form of notice of charge to third party bank*) to any bank, financial institution or other person of charging to the Security Agent pursuant to clause 3 1 2 9 of its rights and interests under such accounts and use its reasonable endeavours to procure that each addressee of such notice will promptly provide an acknowledgement to the Security Agent in the form set out in part 2 of schedule 6 (*Form of acknowledgement from third party bank*)

**3 5 Leasehold security restrictions**

- 3 5 1 There shall be excluded from the Security created by this deed, and from the operation of clause 4 1 (*Restrictions on dealing*), any leasehold property held by a Chargor under a lease which precludes either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its leasehold interest in that property (each an "**Excluded Property**") until the relevant condition or waiver has been satisfied or obtained
- 3 5 2 For each Excluded Property (other than a Short Leasehold Property), each relevant Chargor undertakes to
  - 3 5 2 1 apply for the relevant consent or waiver of prohibition or conditions within five Business Days of the date of this deed (in relation to Excluded Property owned at the date of this

deed) or within five Business Days of the relevant Chargor acquiring the Excluded Property (if otherwise) and, to use its reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible,

3 5 2 2 upon request, keep the Security Agent informed of its progress in obtaining such consent or waiver, and

3 5 2 3 forthwith upon receipt of such consent or waiver, provide the Security Agent with a copy

3 5 3 Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent (as trustee for the Secured Parties) under clause 3 1 1, clause 3 1 2 1 or clause 3 1 2 2 (*Fixed security*) as the case may be. If required by the Security Agent at any time following receipt of that waiver or consent, the relevant Chargor will execute a further valid fixed charge in such form as the Security Agent shall require

### 3 6 Excluded Agreements

3 6 1 There shall be excluded from the Security created by this deed, and from the operation of clause 4 1 (*Restrictions on dealing*), any Split Processing Agreement made between a Chargor and any Merchant Acquirer, (including, for the avoidance of doubt, the Split Processing Agreements detailed in part 5 of schedule 2) which precludes either absolutely or conditionally (including requiring the consent of any third party) that Chargor from assigning or creating any charge over its interest in that agreement (each an "**Excluded Agreement**") until the relevant consent or waiver has been satisfied or obtained

3 6 2 For each Excluded Agreement, each relevant Chargor undertakes to

3 6 2 1 upon request, keep the Security Agent informed of its progress in obtaining the relevant consent or waiver of prohibition or conditions, and

3 6 2 2 forthwith upon receipt of such consent or waiver, provide the Security Agent with a copy

3 6 3 Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Agreements shall stand charged to the Security Agent (as trustee for the Secured Parties) under clause 3 1 1, clause 3 1 2 1 or clause 3 1 2 2 (*Fixed security*) as the case may be

3 6 4 If required by the Security Agent at any time following receipt of that waiver or consent, the relevant Chargor will

3 6 4 1 execute a further valid fixed charge in such form as the Security Agent shall require, and

3 6 4 2 give notice substantially in the form set out in part 1 of schedule 5 (*Form of notice to counterparties of Assigned Agreements*) to the other parties to the relevant Assigned Agreements of the assignment pursuant to clause 3 1 4 (*Fixed security*) of its rights and interest in and under the Assigned Agreements and use its reasonable endeavours to procure that each addressee of such notice will promptly provide an acknowledgement to the Security Agent in the form set out in part 2 of schedule 5 (*Form of acknowledgement from counterparties to Assigned Agreements*)

**4 Restrictions on dealing**

**4 1 Negative pledge and restriction on disposal**

Each Chargor hereby covenants with the Security Agent that it will not at any time except in accordance with the terms of the Facility Agreement or with the prior consent of the Security Agent

4 1 1 create or purport to create or permit to subsist any Security over or in relation to the Charged Assets, or

4 1 2 enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, surrender or otherwise dispose of or cease to exercise control of all, or part of any interest in any Charged Assets

**4 2 Land Registry restriction**

4 2 1 In respect of any Property registered at the Land Registry each Chargor hereby consents to the entry of the following restriction on the register of its title to such Property

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ] in favour of [name of applicable Security Agent] referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer"

4 2 2 Each Chargor authorises the Security Agent to make any application which it deems appropriate for the designation of this deed or any other Finance Document as an exempt information document under rule 136 Land Registration Rules 2003 and will use its best endeavours to assist with any such application made by or on behalf of the Security Agent Each Chargor will notify the Security Agent in writing as soon as it receives notice of any person's application under rule 137 Land Registration Rules 2003 for the disclosure of this deed or any other Finance Document, following its designation as an exempt information document and will not make any application under rule 138 Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document

**5 Debts and Accounts**

**5 1 Preservation of debts**

Each Chargor shall not, except in accordance with the terms of the Facility Agreement, sell, factor, discount, release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Debts save as hereinafter expressly provided

**5 2 Realising debts**

Each Chargor shall

5 2 1 as agent for the Security Agent, collect in and realise all Debts in the ordinary course of its business, pay the proceeds into the relevant Account forthwith upon receipt in accordance with the terms of the Facility Agreement and, pending that payment, hold those proceeds in trust for the Security Agent (in



each case unless otherwise agreed with the Security Agent or provided for in the Facility Agreement), and

- 5 2 2 if called upon so to do by the Security Agent, execute a legal assignment of the Debts to the Security Agent (as trustee for the Secured Parties) in such terms as the Security Agent may require and give notice thereof to the debtors from whom the Debts are due, owing or incurred

**5 3 Accounts**

- 5 3 1 All Accounts must be maintained with the Account Bank or a bank or banks approved by the Security Agent
- 5 3 2 The Security Agent shall have joint signing rights with the Borrower on each Blocked Account (including, for the avoidance of doubt, each Collections Account)
- 5 3 3 No Account may be overdrawn at any time
- 5 3 4 No Chargor shall open or procure the opening of any Account unless permitted under the Facility Agreement or with the prior written consent of the Security Agent
- 5 3 5 Any cash pooling, netting or similar arrangements entered into or to be entered into by one or more Chargors in respect of their Trading Accounts must be on terms which have been approved by the Security Agent (acting reasonably)
- 5 3 6 For avoidance of doubt, the Excluded Account shall be excluded from the Security created by this deed, including the Security created under a floating charge under clause 3 2 (*Floating Security*)

**5 4 Withdrawals**

- 5 4 1 Except as permitted by the terms of the Facility Agreement or with the prior consent of the Security Agent no Chargor may withdraw any amounts from time to time standing to the credit of the Blocked Accounts
- 5 4 2 Except as prohibited by the terms of the Facility Agreement, each Chargor may withdraw any amounts from time to time standing to the credit of its Trading Accounts until such time as after the security constituted by this deed has become enforceable, from which time each Chargor shall comply with any notice served by the Security Agent on that Chargor prohibiting it from withdrawing all or any monies from time to time standing to the credit of any of its Accounts except with the prior consent of the Security Agent

**6 Insurance**

Each Chargor hereby covenants with the Security Agent that it will insure its assets and business in accordance with the requirements of the Facility Agreement

**7 Properties**

Each Chargor hereby covenants with the Security Agent that it will

**7 1 Maintenance**

keep all buildings on each Property and all fixtures belonging to it thereon and therein in good and substantial repair and condition (fair wear and tear excepted),

**7 2 Preservation of property and fixtures**

not without the prior consent of the Security Agent

- 7 2 1 pull down or remove the whole or any part of any buildings forming part of any Property,
- 7 2 2 make any alterations to any Property, or
- 7 2 3 sever or unfix or remove any of the fixtures thereto (except for the purpose of effecting necessary repairs thereto),

**7 3 Information**

- 7 3 1 within five Business Days after becoming aware thereof give full particulars to the Security Agent of any notice, order, direction, designation, resolution or proposal having specific application to any Property or to the locality in which it is situated given or made by any planning authority or other public body or authority whatsoever, and
- 7 3 2 if required by the Security Agent, forthwith and at the cost of such Chargor take all steps to comply with any such notice, order, direction, designation or resolution and make or join with the Security Agent in making such objections or representations in respect of any such proposal as the Security Agent may desire,

**7 4 Compliance with obligations**

- 7 4 1 observe and perform all covenants, stipulations and conditions to which each Property or the user thereof is now or may hereafter be subjected,
- 7 4 2 perform and observe all covenants and conditions on its part contained in any lease, agreement for lease, licence or other agreement under which any Property or part of any Property is held, and
- 7 4 3 promptly pay all taxes, fees, duties, rates, charges and other outgoings in respect of the Properties,

**7 5 Maintenance of interests in Properties**

not without the prior consent of the Security Agent or as permitted in the Facility Agreement

- 7 5 1 grant or agree to grant any licence or tenancy affecting any Property or part of a Property,
- 7 5 2 exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by ss 99 or 100 LPA, or
- 7 5 3 in any other way dispose or agree to dispose of or surrender or create any legal or equitable estate or interest in any Property or any part thereof,

**7 6 Registration restrictions**

procure that no person shall be registered under the Land Registration Act 2002 as proprietor of any Property or any part thereof without the prior consent of the Security Agent,

**7 7 Development restrictions**

not without the prior consent of the Security Agent carry out or permit or suffer to be carried out on any Property any development as defined in the Town and Country Planning Act 1990 or change or permit or suffer to be changed the user of any Property,

**7 8 No restrictive obligations**

not without the prior consent of the Security Agent enter into any onerous or restrictive obligations affecting any Property or any part thereof or create or permit to arise any overriding interest or easement or right whatever in or over any Property or any part thereof,

**7 9 Proprietary rights**

procure that no person shall become entitled to assert any proprietary or other like right or interest over any Property or any part thereof without the prior consent of the Security Agent,

**7 10 Inspection**

permit the Security Agent, any Administrator and any Receiver (as each of those terms is defined in clause 15 1 (*Appointment of Administrator or Receiver*)) and any person appointed by any of them to enter upon and inspect any Property upon reasonable prior notice, and

**7 11 Property acquisitions**

if it acquires any freehold or leasehold property, whether registered or unregistered (other than any Short Leasehold Property)

7 11 1 inform the Security Agent promptly of such acquisition,

7 11 2 immediately on request by the Security Agent and at the cost of that Chargor, execute and deliver to the Security Agent a legal mortgage in favour of the Security Agent of that property in such form as the Security Agent may require (or such other Security in the jurisdiction where such property is located as the Security Agent may require), and

7 11 3 comply with all registration requirements resulting from the acquisition of such property and the creation of Security over such property pursuant to this deed and the legal mortgage (or other Security) referred to above

**8 Equipment**

Each Chargor hereby covenants with the Security Agent as follows

**8 1 Maintenance of equipment**

to maintain the Equipment in good and serviceable condition (fair wear and tear excepted),

**8 2 Payment of equipment taxes**

promptly to pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Equipment and on demand produce evidence thereof to the Security Agent,

**8 3 Equipment information**

to give the Security Agent such information concerning the location, condition, use and operation of the Equipment as the Security Agent may require and to permit any persons designated by the Security Agent at all reasonable times to inspect and examine the Equipment and the records maintained in connection therewith,

**8 4 Notice of Charge**

if so requested by the Security Agent, place and maintain on each item of Equipment, in a conspicuous place, a clearly legible identification plate containing the following wording

**"NOTICE OF CHARGE**

This [*description of item*] and ancillary equipment is subject to a fixed charge dated [ ] in favour of [name of applicable Security Agent] "

**9 Intellectual Property**

Each Chargor hereby covenants with the Security Agent as follows

**9 1 Preservation of rights**

to take all action to safeguard and maintain its present and future rights in or relating to the Intellectual Property necessary for the business of the relevant Chargor and if requested to do so by the Security Agent, sign or procure the signature of, and comply with all instructions of the Security Agent in respect of, any document required to make entries in any public register of Intellectual Property which either record the existence of this deed or the restrictions on disposal imposed by this deed, and

**9 2 Consents**

promptly obtain any consent required for the creation of a fixed charge over any of the Intellectual Property

**10 Securities**

**10 1 Registration of Securities**

The Security Agent may at any time cause any or all of the Securities to be registered in the name of the Security Agent or its nominee. Each Chargor agrees promptly to execute and deliver to the Security Agent all such transfers and other documents and do all such things as may be necessary or desirable to achieve such registration

**10 2 Additional registration obligations**

Each Chargor hereby

10 2 1 grants and agrees to procure as necessary, all consents, waivers, approvals and permissions which are necessary, under the articles of association of any Securities Issuer or otherwise, for the transfer of the Securities to the Security Agent or its nominee or to a purchaser upon enforcement of this deed, and

10 2 2 agrees to procure the amendment of the share transfer provisions of each Securities Issuer's articles of association in such manner as the Security Agent may require in order to permit such a transfer

**10 3 Dividends and voting rights prior to enforcement**

Until the security constituted by this deed becomes enforceable

10 3 1 all cash dividends or other cash distributions paid or payable in respect of the Securities may be paid directly to the relevant Chargor which shall be permitted to apply such dividends or distributions as it deems fit to the extent permitted by the Finance Documents,

10 3 2 any cash dividends or other cash distributions paid in respect of any of the Securities and received by the Security Agent or its nominee shall, on request by the relevant Chargor, be released and paid to such Chargor,

10 3 3 the relevant Chargor may exercise all voting and other rights and powers attaching to the Securities and exercisable by the relevant Chargor provided that the exercise of such voting and other rights and powers would not

prejudice the Security Agent's security under this deed or the value of the Securities or contravene any Finance Document, and

- 10 3 4 the Security Agent will (to the extent that it has or will acquire any such rights or powers) exercise all voting and other rights and powers attaching to the Securities and exercisable by the Security Agent or its nominee as the relevant Chargor may from time to time direct provided that acting in accordance with such directions would not prejudice the Security Agent's security under this deed or the value of the Securities or contravene any Finance Document

**10 4 Dividends and voting rights post enforcement**

After the security constituted by this deed has become enforceable

- 10 4 1 all dividends and other distributions paid in respect of the Securities and received by any Chargor shall be held on trust for the Security Agent (as trustee for the Secured Parties) and forthwith paid into a Blocked Account or, if received by the Security Agent or its nominee, shall be retained by the Security Agent, and
- 10 4 2 the Security Agent may exercise or direct the exercise (or refrain from exercising or directing the exercise) of all voting and other rights and powers attaching to the Securities as the Security Agent may in its absolute discretion think fit and each Chargor shall, and shall procure that its nominees shall, comply with any such directions from the Security Agent concerning the exercise of such rights and powers

**10 5 Additional undertakings**

Each Chargor further undertakes to the Security Agent that it shall

- 10 5 1 duly and promptly pay all calls, instalments and other moneys which may be payable from time to time in respect of the Securities, it being acknowledged by the Chargors that the Security Agent shall be under no liability whatsoever in respect of any such calls, instalments or other moneys,
- 10 5 2 not without the Security Agent's prior consent or unless permitted under the Facility Agreement amend, or agree to the amendment of, the memorandum or articles of association of any Securities Issuer or the rights or liabilities attaching to any of the Securities,
- 10 5 3 ensure (insofar as it is able by the exercise of all voting rights, powers of control and other means available to it to do so) that no Securities Issuer will
- 10 5 3 1 consolidate or sub-divide any of its Securities or reduce or re-organise its share capital in any way (other than as permitted under the Facility Agreement),
- 10 5 3 2 issue any new shares or stock (other than as permitted under the Facility Agreement), or
- 10 5 3 3 refuse to register any transfer of any of its Securities which may be lodged for registration by or on behalf of the Security Agent or a Chargor in accordance with this deed, and
- 10 5 4 promptly give notice of this deed to any custodian of any Securities in any form which the Security Agent may reasonably require and use its reasonable endeavours to ensure that the custodian acknowledges that notice in any form which the Security Agent may reasonably require

## 10 6 CREST securities

Each Chargor further undertakes to the Security Agent that it shall

- 10 6 1 on the execution of this deed, in respect of any Securities which are held in CREST at any time on or after the date hereof
- 10 6 1 1 deliver to the Security Agent a certified signed copy of an irrevocable instruction from it to the Chargor's current registrar or CREST participant or custodian (as appropriate) or such other person as may be appointed registrar or CREST participant or custodian (as appropriate) (the "Registrar") to transfer to escrow all Securities held in CREST, substantially in the form set out in part 1 of schedule 7 (*Form of irrevocable instruction to Registrar*) or such other form as is acceptable to the Security Agent (the "Instruction"), and
- 10 6 1 2 deliver the original signed Instruction to the Registrar and use its best endeavours to procure the delivery to the Security Agent of a signed copy of an irrevocable acknowledgement of the Instruction from the Registrar substantially in the form set out in part 2 of schedule 7 (*Form of acknowledgement from Registrar*) or such other form as is acceptable to the Security Agent,
- 10 6 2 sign and return to the Security Agent the endorsement on a letter from the Security Agent to the relevant Chargor substantially in the form of schedule 8 (*Form of CREST Securities letter*), completed in respect of Securities held in CREST which the Security Agent requires it to transfer to escrow for the Security Agent or its nominee. The Chargors and the Security Agent acknowledge that such letter and endorsement are expressly contemplated by this deed and are to be taken as forming a single deed with it,
- 10 6 3 promptly following the request of the Security Agent, procure the withdrawal of any Securities requested by the Security Agent from CREST and their conversion into certificated form and shall procure the deposit of all deeds and other documents of title in respect of such Securities in accordance with and shall take all the steps required by clause 3 3 (*Title Documents*) in relation to those Securities,
- 10 6 4 give such instructions to CREST or any other relevant person and provide such documents as the Security Agent may require for perfecting the security intended to be created by this deed in respect of Securities held in CREST or to enable the Security Agent or its nominees to comply with all its obligations in respect of any such Securities and their related rights, and
- 10 6 5 not take any action which is inconsistent with, or revokes or purports to revoke, (i) any custody agreement or arrangement with the Registrar (except with the prior written consent of the Security Agent and subject to any conditions that may be imposed by the Security Agent, including (but not limited to) the appointment of a new custodian on substantially the same terms as the custody agreement or arrangement with the Registrar) or (ii) its instruction to the Registrar in the letter executed and delivered pursuant to clause 10 6 1,

and each Chargor hereby provides to CREST the authorisations in relation to any Securities held in CREST which are required by CREST under its standard terms of business from time to time, acknowledges that the Registrar holds such Chargor's rights in respect of such Securities as agent and trustee on behalf of the Security Agent and agrees that the Registrar may enforce such rights as trustee for the Security Agent

**11      Uncalled Capital**

Each Chargor further covenants with the Security Agent that it will not call up, or receive in advance of calls, any Uncalled Capital and it will apply all proceeds of any Uncalled Capital, immediately on receipt, towards the discharge of the Secured Liabilities

**12      Representations and warranties****12 1    Representations and warranties**

Each Chargor represents and warrants to the Security Agent as follows

- 12 1 1      it is (except as permitted under the terms of the Finance Documents) the legal and beneficial owner of the Charged Assets,
- 12 1 2      it has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Assets or any interest in them,
- 12 1 3      there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever which materially and adversely affect the Charged Assets,
- 12 1 4      no facility necessary for the enjoyment and use of the Charged Assets is subject to terms entitling any person to terminate or curtail its use,
- 12 1 5      nothing has arisen or has been created or is subsisting which would be an overriding interest in any Property,
- 12 1 6      other than as contemplated by clauses 3 5 (*Leasehold security restrictions*) and 3 6 (*Excluded Agreements*), there is no prohibition on assignment in any insurances, agreements or authorisations referred to in clause 3 1 3 or 3 1 4 (*Fixed security*), or the relevant clauses of them as the case may be, and the Chargors entering into this deed will not constitute a breach of any such insurances, agreements or authorisations, and
- 12 1 7      this deed creates the Security it purports to create and is not liable to be amended or otherwise set aside on its liquidation or otherwise

**12 2    Repetition**

The representations and warranties set out in clause 12 1 (*Representations and warranties*) will be deemed to be repeated by each Chargor on each day the Repeating Representations are deemed to be repeated by reference to the facts and circumstances then existing

**12 3    Notice of breach**

Each Chargor will promptly upon becoming aware of the same give the Security Agent notice in writing of any breach of any representation or warranty set out in clause 12 1 (*Representations and warranties*)

**13      Power to remedy**

- 13 1      If a Chargor is at any time in breach of any of its obligations contained in this deed, the Security Agent shall be entitled (but shall not be bound) to remedy such breach and each Chargor hereby irrevocably authorises the Security Agent and its agents to do all things necessary or desirable in connection therewith

- 13 2      The rights of the Security Agent contained in this clause 13 are without prejudice to any other rights of the Security Agent hereunder and the exercise by the Security Agent of its

rights under this clause shall not make the Security Agent liable to account as a mortgagee in possession

#### **14 Enforcement**

##### **14 1 Enforcement events**

The security constituted by this deed shall become immediately enforceable if an Event of Default occurs, but shall only be enforceable for so long as an Event of Default is continuing

##### **14 2 Statutory power of sale**

The statutory power of sale shall arise on and be exercisable at any time after the execution of this deed (and the Secured Liabilities shall be deemed to have become due and payable for that purpose), provided that the Security Agent shall not exercise such power of sale until the security constituted by this deed has become enforceable.

##### **14 3 Extension of statutory powers**

14 3 1 Any restriction imposed by law on the power of sale (including under s 103 LPA) or on the right of a mortgagee to consolidate mortgages (including under s 93 LPA) does not apply to the security constituted by this deed and the Security Agent or any Receiver shall have the right to consolidate all or any of the security constituted by this deed with any other Security in existence at any time and to make any applications to the Land Registry in support of the same

14 3 2 Any powers of leasing conferred on the Security Agent or any Receiver by law are extended so as to authorise the Security Agent or any Receiver to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent or Receiver may think fit and without the need to comply with any restrictions conferred by law (including under ss 99 or 100 LPA)

##### **14 4 No obligation to enquire**

No person dealing with the Security Agent, any Administrator or any Receiver appointed hereunder, or its agents or brokers, shall be concerned to enquire

14 4 1 whether the security constituted by this deed has become enforceable,

14 4 2 whether any power exercised or purported to be exercised has become exercisable,

14 4 3 whether any money remains due under the Finance Documents,

14 4 4 as to the necessity or expediency of the stipulations and conditions subject to which any sale of any Charged Assets shall be made, or otherwise as to the propriety or regularity of any sale of any of the Charged Assets, or

14 4 5 how any money paid to the Security Agent, Administrator or Receiver, or its agents or brokers is to be applied

##### **14 5 No liability as mortgagee in possession**

None of the Security Agent, any Administrator or any Receiver shall be liable

14 5 1 to account as mortgagee in possession in respect of all or any of the Charged Assets, or



14 5 2 for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with, all or any of the Charged Assets for which a mortgagee in possession might as such be liable

**14 6 Power to dispose of chattels**

After the security constituted by this deed has become enforceable, the Security Agent, any Administrator or any Receiver may dispose of any chattels or produce found on any Property as agent for the relevant Chargor and, without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce the Security Agent, the Administrator or the Receiver shall be indemnified by such Chargor against any liability arising from such disposal

**14 7 Redemption of prior Security Interests**

At any time after the security constituted by this deed shall have become enforceable the Security Agent may

14 7 1 redeem any prior Security,

14 7 2 procure the transfer thereof to itself, and/or

14 7 3 settle and pass the accounts of the prior encumbrancer and any account so settled and passed shall be conclusive and binding on the relevant Chargor and all monies paid by the Security Agent to the prior encumbrancer in accordance with such accounts shall as from such payment be due from such Chargor to the Security Agent on current account and shall bear interest and be secured as part of the Secured Liabilities

**15 Administrator and Receiver**

**15 1 Appointment of Administrator or Receiver**

At any time after

15 1 1 the security constituted by this deed becomes enforceable,

15 1 2 any corporate action or any other steps are taken or legal proceedings started by or in respect of any Obligor with a view to the appointment of an Administrator, or

15 1 3 at the request of the relevant Chargor,

the Security Agent may without further notice, under seal or by writing under hand of a duly authorised officer of the Security Agent

15 1 3 1 appoint any person or persons to be an Administrator of any Chargor, or

15 1 3 2 appoint any person or persons to be a Receiver of all or any part of the Charged Assets of any Chargor, and

15 1 3 3 (subject to s 45 Insolvency Act 1986) from time to time remove any person appointed to be Receiver and appoint another in his place

**15 2 More than one appointment**

Where more than one person is appointed Administrator or Receiver, they will have power to act separately (unless the appointment by the Security Agent specifies to the contrary)

**15 3 Additional powers**

- 15 3 1 The powers of appointing an Administrator or a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Security Agent under the Insolvency Act 1986 and the LPA or otherwise and shall be exercisable without the restrictions contained in s 109 LPA or otherwise
- 15 3 2 The power to appoint an Administrator or a Receiver (whether conferred by this deed or by statute) shall be and remain exercisable by the Security Agent notwithstanding any prior appointment in respect of all or any part of the Charged Assets

**15 4 Agent of the relevant Chargor**

- 15 4 1 Any Administrator or Receiver shall be the agent of the relevant Chargor and the relevant Chargor shall be solely responsible for his acts and remuneration as well as for any defaults committed by him
- 15 4 2 No Secured Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of an Administrator or Receiver

**15 5 Powers of Administrator and Receiver**

A Receiver shall have (and shall be entitled to exercise), in relation to the Charged Assets over which he is appointed, and an Administrator shall have in addition to the powers he enjoys under Sched B1 Insolvency Act 1986, the following powers (as the same may be varied or extended by the provisions of this deed)

- 15 5 1 (in respect of a Receiver) all of the powers of an administrative receiver set out in Sched 1 Insolvency Act 1986 (whether or not the Receiver is an administrative receiver),
- 15 5 2 all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA,
- 15 5 3 all of the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which any relevant Chargor itself could do or omit to do, and
- 15 5 4 the power to do all things which, in the opinion of the Administrator or Receiver (as appropriate) are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Administrator or Receiver pursuant to this deed or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, any relevant Chargor, the collection and/or realisation of Charged Assets in such manner and on such terms as the Administrator or Receiver sees fit, and the execution of documents in the name of the relevant Chargor (whether under hand, or by way of deed or by utilisation of the company seal of such Chargor))

**16 Amounts received****16 1 Application of proceeds**

The Receiver shall apply all monies received by him (other than insurance monies)

- 16 1 1 first in paying all rents, taxes, duties, rates and outgoings affecting any Charged Assets,
- 16 1 2 secondly in paying all costs, charges and expenses of and incidental to his appointment and the exercise of his powers and all outgoings paid by him,

- 16 1 3      thirdly in paying his remuneration (as agreed between him and the Security Agent),
- 16 1 4      fourthly in or towards discharge of the Secured Liabilities in such order and manner as provided for in the Intercreditor Agreement or any other Finance Document, and
- 16 1 5      finally in paying any surplus to the Chargors or any other person entitled to it

**16 2      Section 109(8) Law of Property Act 1925**

Neither the Security Agent nor any Receiver or Administrator shall be bound (whether by virtue of s 109(8) LPA, which is hereby varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities

**16 3      Currencies of denomination**

For the purpose of or pending the discharge of any of the Secured Liabilities the Security Agent may convert any monies received, recovered or realised by the Security Agent under this deed from their existing denominations and/or currencies of denomination into such other denominations and/or currencies of denomination as the Security Agent may think fit and any such conversion shall be effected at the Security Agent's then prevailing spot selling rate of exchange

**16 4      Suspense account**

All monies received recovered or realised by the Security Agent under this deed may at the discretion of the Security Agent be credited to any interest bearing suspense or impersonal account and may be held in such account for so long as the Security Agent thinks fit pending the application from time to time (as the Security Agent shall be entitled to do as it may think fit) of such monies and accrued interest thereon (if any) in or towards the discharge of any of the Secured Liabilities. Notwithstanding the foregoing, and subject always to clauses 23 2 (*Avoidance of payments and reinstatement*) and 23 3 (*Discharge conditional*), the Security Agent will apply amounts standing to the credit of such an account in discharging the Secured Liabilities to the extent that such amounts are sufficient to discharge the Secured Liabilities in full

**16 5      New accounts**

If the Security Agent receives notice of any subsequent charge or other interest affecting all or part of the Charged Assets, the Security Agent may open a new account or accounts for the relevant Chargor in its books and (without prejudice to the Security Agent's right to combine accounts) no money paid to the credit of such Chargor in any such new account will be appropriated towards or have the effect of discharging any part of the Secured Liabilities. If the Security Agent does not open a new account or accounts immediately on receipt of such notice then unless the Security Agent gives express notice to the contrary to the relevant Chargor as from the time of receipt of such notice by the Security Agent all payments made by the relevant Chargor to the Security Agent in the absence of any express appropriation by such Chargor to the contrary shall be treated as having been credited to a new account of such Chargor and not as having been applied in reduction of the Secured Liabilities

**16 6      Security Agent set-off rights**

If the Security Agent shall have more than one account for any Chargor in its books the Security Agent may at any time after the security constituted by this deed has become enforceable or the Security Agent has received notice of any subsequent charge or other interest affecting all or any part of the Charged Assets and without prior notice forthwith transfer all or any part of the balance standing to the credit of any such account to any other

such account which may be in debit but the Security Agent shall notify the relevant Chargor of the transfer having been made

**17 Power of attorney and delegation**

**17 1 Power of attorney**

Each Chargor hereby by way of security irrevocably appoints the Security Agent and (jointly and severally) each and every Administrator or Receiver of this deed to be the attorney of such Chargor and in its name and on its behalf and as its act and deed or otherwise and at any time while an Event of Default is continuing to sign, execute, seal, deliver, complete any blanks in and otherwise perfect any deed, transfer, assurance, agreement, instrument or act which such Administrator or Receiver or the Security Agent may consider expedient in the exercise of any of his or its powers or in respect of such Chargor's obligations under this deed. The power of attorney hereby granted is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971

**17 2 Ratification**

Each Chargor ratifies and confirms and agrees to ratify and confirm

17 2 1 all transactions entered into by the Security Agent and/or any Administrator or Receiver in the proper exercise of its or their powers in accordance with this deed, and

17 2 2 all transactions entered into by the Security Agent and/or any Administrator or Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, document or other act

17 3 The Security Agent and any Administrator or Receiver shall have full power to delegate the powers, authorities and discretions conferred on it or him by this deed (including the power of attorney), on such terms and conditions as it or he shall see fit which shall not preclude exercise of these powers, authorities or discretions by it or him or any revocation of the delegation or subsequent delegation

**18 Protection of security and further assurance**

**18 1 Independent security**

This deed shall be in addition to and independent of every other security or guarantee that the Security Agent or any other Secured Party may at any time hold for any of the Secured Liabilities. No prior security held by the Security Agent or any other Secured Party over the whole or any part of the Charged Assets shall merge in the security created by this deed

**18 2 Continuing security**

This deed shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or discharge in whole or in part

**18 3 No waivers; rights cumulative**

No failure to exercise, nor delay in exercising, on the part of the Security Agent or any Secured Party, any right or remedy under this deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy preclude any further or other exercise, or the exercise of any other right or remedy. The rights and remedies of the Security Agent and each Secured Party provided in this deed are cumulative and not exclusive of any rights or remedies provided by law

**18.4 No Chargor set-off**

Each Chargor waives any right of set-off it may have now or at any time in the future in respect of the Secured Liabilities (including sums payable by such Chargor under this deed)

**18.5 Further assurance**

**18.5.1** Each Chargor must, promptly upon request by the Security Agent or any Receiver or Administrator, at its own expense, take whatever action the Security Agent or a Receiver or Administrator may require for

**18.5.1.1** creating, perfecting or protecting any security intended to be created by or pursuant to this deed,

**18.5.1.2** facilitating the realisation, when the security constituted by this deed is enforceable, of any Charged Asset,

**18.5.1.3** exercising any right, power or discretion conferred on the Security Agent, or any Receiver or any Administrator or any of their respective delegates or sub-delegates in respect of any Charged Asset, or

**18.5.1.4** creating and perfecting security in favour of the Security Agent (equivalent to the security intended to be created by this deed) over any assets of any Chargor located in any jurisdiction outside England and Wales

**18.5.2** This includes

**18.5.2.1** the re-execution of this deed,

**18.5.2.2** the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee, and

**18.5.2.3** the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent (or the Receiver or Administrator, as appropriate) may think expedient

**18.6 Register of Trade Marks**

Each Chargor as registered proprietor (or otherwise) appoints the Security Agent as its agent to apply for the particulars of this deed and of the Secured Parties' interest in the Registered Trade Marks to be entered in the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994, and such other registers as the Security Agent considers appropriate in any relevant jurisdiction, and each Chargor agrees to execute all documents and forms required to enable these particulars to be entered on the Register of Trade Marks or such other registers

**19 Costs and indemnity**

**19.1** The provisions of clause 19 (*Costs and expenses*) of the Facility Agreement are incorporated into this deed as if set out in full *mutatis mutandis*

**19.2** Each Chargor hereby agrees to indemnify and hold harmless the Security Agent, any Administrator and any Receiver from and against all actions, claims, expenses, demands and liabilities, whether arising out of contract or in tort or in any other way, which may at any time be incurred by him or by any manager, agent, officer, servant or workman for whose

debt, default or miscarriage he may be answerable for anything done or omitted to be done in the exercise or purported exercise of his powers pursuant to this deed

**20 Miscellaneous**

**20 1 Benefit of Deed**

The benefit of this deed will be held by the Security Agent on and subject to the terms of the Finance Documents on trust for the benefit of itself and the other Secured Parties without preference or priority amongst themselves as security for the Secured Liabilities except as provided for in the Finance Documents

**20 2 Certificates conclusive**

A certificate or determination by the Security Agent as to any amount or rate under this deed shall be conclusive evidence of that amount or rate in the absence of any manifest error

**20 3 Notice of assignment**

This deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by that Chargor to any other member of the Group and contained in a Finance Document

**20 4 Financial collateral**

20 4 1 To the extent that the Charged Assets constitute "financial collateral" and this deed and the obligations of the Chargors under this deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 no 3226)), the Security Agent shall have the right after the Security constituted by this deed has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities

20 4 2 For the purpose of clause 20 4 1, the value of the financial collateral appropriated shall be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it

**20 5 Severability**

If any provision of this deed is or becomes invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected or impaired thereby

**20 6 Section 2(1) Law of Property (Miscellaneous Provisions) Act 1989**

The terms of the Finance Documents and of any side letters between any parties in relation to the Finance Documents are incorporated in this deed to the extent required to ensure that any purported disposition of Charged Assets contained in this deed is a valid disposition in accordance with s 2(1) Law of Property (Miscellaneous Provisions) Act 1989

**20 7 Third party rights**

Save as expressly provided to the contrary in a Finance Document, a third party (being any person other than the Chargors and the Secured Parties and their successors and permitted assigns) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this deed. Notwithstanding any term of any Finance Document, the consent of such third party is not required to rescind or vary this deed at any time

20 8 **Joint and several liability**

The covenants, agreements, obligations and liabilities of the Chargors contained in this deed or implied on their part are joint and several and shall be construed accordingly

20 9 **Trustee Act 2000**

The Chargors and the Security Agent agree that the Security Agent shall not be subject to the duty of care imposed on the trustees by the Trustee Act 2000

21 **Demands and notices**

Any demand, notice, consent or communication to be made or given by or to a Chargor or the Security Agent under or in connection with this deed shall be made and delivered as provided in clause 35 (*Notices*) of the Facility Agreement. Any demand on a Chargor shall be validly made whether or not it contains an accurate statement of the amount of the Secured Liabilities

22 **Assignment and transfer**

22 1 **Assignment by Security Agent**

The Security Agent may at any time without the consent of any Chargor, assign or transfer the whole or any part of its rights under this deed to any person to which it can transfer its rights in accordance with the terms of the Finance Documents

22 2 **Assignment by Chargor**

No Chargor may assign any of its rights or transfer any of its obligations under this deed or enter into any transaction which would result in any of these rights or obligations passing to another person

23 **Release of Security**

23 1 **Release**

Subject to clause 23 3 (*Discharge conditional*), upon the expiry of the Security Period (but not otherwise) the Security Agent shall at the request and cost of the Chargors, take whatever action is necessary to release the Charged Assets from the Security constituted by this deed

23 2 **Avoidance of payments and reinstatement**

If any payment by an Obligor or any discharge given by a Secured Party (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is (a) capable of being avoided or reduced (in the reasonable opinion of the Security Agent) or (b) avoided or reduced in each case as a result of insolvency or any similar event, then

23 2 1 the liability of each Obligor will continue as if the payment, discharge, avoidance or reduction had not occurred,

23 2 2 each Secured Party will be entitled to recover the value or amount of that security or payment from each Obligor, as if the payment, discharge, avoidance or reduction had not occurred, and

23 2 3 the Security Agent shall be entitled to enforce this deed subsequently as if such payment, discharge, avoidance or reduction had not occurred

**23 3 Discharge conditional**

Any release, discharge or settlement between any Chargor and the Security Agent or any other Secured Party shall be deemed conditional upon no payment or security received by the Security Agent or such other Secured Party in respect of the Secured Liabilities being avoided or reduced or ordered to be refunded pursuant to any provision of any enactment relating to insolvency, bankruptcy, winding-up, administration or receivership and, notwithstanding any such release, discharge or settlement

23 3 1 the Security Agent or its nominee shall be at liberty to retain this deed and the Security created by or pursuant to this deed, including all certificates and documents relating to the Charged Assets or any part thereof, for such period as the Security Agent shall deem necessary to provide the Security Agent with security against any such avoidance or reduction or order for refund, and

23 3 2 the Security Agent shall be entitled to recover the value or amount of such security or payment from the Chargor concerned subsequently as if such settlement, discharge or release had not occurred and each Chargor agrees with the Security Agent accordingly and charges the Charged Assets and the proceeds of sale thereof with any liability under this clause, whether actual or contingent

**24 Service of process**

Without prejudice to any other mode of service allowed under any relevant law, each Chargor (other than an Obligor incorporated in England and Wales)

24 1 1 irrevocably appoints Libens BCA Limited as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document, and

24 1 2 agrees that failure by a process agent to notify any Chargor of the process will not invalidate the proceedings concerned

**25 Enforcement****25 1 Jurisdiction of English courts**

25 1 1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "**Dispute**")

25 1 2 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

25 1 3 This clause 25 1 for the benefit of the Security Agent only As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions

**26 Governing law**

This deed and any non-contractual obligations arising out of or in connection with it shall be governed by, and shall be construed in accordance with, English law



**27 Counterparts**

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument

**In Witness** whereof this deed has been executed by the Chargors and is intended to be and is hereby delivered as a deed the day and year first above written and has been signed on behalf of the Security Agent

## SCHEDULE 1

## Chargors

Name of Chargor	Registered Number	Registered Office	Jurisdiction of Incorporation
Liberis Limited	05654231	5th Floor 1 Hammersmith Broadway London United Kingdom W6 9DL	England and Wales
Liberis BCA Limited	09444444	5th Floor 1 Hammersmith Broadway London United Kingdom W6 9DL	England and Wales

**SCHEDULE 2**

**PART 1**

**Properties currently owned**

**Part A. Registered Land**

None at the date of this Deed

**Part B. Unregistered Land**

None at the date of this Deed

**PART 2**

**Securities**

None at the date of this Debenture

**PART 3****Trade Marks**

<b>Chargor</b>	<b>Trade Mark No.</b>	<b>Mark Text</b>
Libenis Limited	EU013166483	LIBERIS
Libenis Limited	UK00003021416	LIBERIS
Libenis Limited	UK00003022740	Libenis (image)

**PART 4****Split Processing Agreements**

<b>Parties</b>	<b>Name of Agreement</b>	<b>Date of Agreement</b>
(1) Libenis Limited (2) APS Limited	Merchant cash advance programme split funding agreement	6 October 2014
(1) Libenis Limited (formerly known as Merchant Cash Express Limited) (2) Cardnet Merchant Services Limited	Agreement regarding the introduction of merchants through Cardnet Merchant Services Limited to Lloyds Bank plc and related services	30 September 2013
(1) Libenis Limited (formerly known as Merchant Cash Express Limited) (2) Elavon Financial Services Limited	Processing services and non-exclusive merchant referral agreement	7 May 2009
(1) Libenis Limited (2) FDR Limited	Merchant cash advance programme split funding agreement	23 September 2014

**PART 5****Excluded Agreements**

(1) Libens Limited (formerly known as Merchant Cash Express Limited)  (2) Cardnet Merchant Services Limited	Agreement regarding the introduction of merchants through Cardnet Merchant Services Limited to Lloyds Bank plc and related services	30 September 2013
(1) Libens Limited (formerly known as Merchant Cash Express Limited)  (2) Elavon Financial Services Limited	Processing services and non-exclusive merchant referral agreement	7 May 2009
(1) Libens Limited  (2) FDR Limited	Merchant cash advance programme split funding agreement	23 September 2014

**SCHEDULE 3****Accounts****PART 1****Blocked Accounts**

Chargor	Bank	Account name	Account number	Sort code
Libens BCA Limited	Lloyds Bank plc			

**PART 2****Trading Accounts**

Chargor	Bank	Account name	Account number	Sort code
Libens BCA Limited	Lloyds Bank plc			
Libens Limited	Barclays Bank PLC			
Libens Limited	Barclays Bank PLC			

**EXECUTION VERSION**

Liberis Limited	Lloyds Bank plc	
Liberis Limited	Lloyds Bank plc	

SCHEDULE 4

PART 1

Form of notice to Insurers

From [relevant Chargor] (the "Company")

To [insurer]

[ ] 20[ ]

Dear Sirs

We refer to the [describe policy and its number] (the "Policy")

We hereby give notice that, pursuant to a security agreement dated [ ] 2015 (the "Security Agreement"), we have assigned to Shawbrook Bank Limited as trustee for the Secured Parties (as defined therein) (the "Security Agent") all our right, title, interest and benefit in and to the Policy

We irrevocably authorise and instruct you from time to time

- (a) to disclose to the Security Agent without any reference to or further authority from us (and without any enquiry by you as to the justification for each disclosure), such information relating to the Policy as the Security Agent may at any time and from time to time request,
- (b) to the extent that you have received a notice from the Security Agent that its security under the Security Agreement is enforceable
  - i to hold all sums from time to time due and payable by you to us under the Policy to the order of the Security Agent,
  - ii to pay or release all or any part of the sums from time to time due and payable by you to us under the Policy only in accordance with the written instructions given to you by the Security Agent from time to time,
  - iii to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Policy, the sums payable to us from time to time under the Policy or the debts represented thereby which you receive at any time from the Security Agent without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction, and
- (c) to send copies of all notices and other information given or received under the Policy to the Security Agent

From such times as the Security Agent's security under the Security Agreement is enforceable, we are not permitted to receive from you, otherwise than through the Security Agent, any amount in respect of or on account of the sums payable to us from time to time under the Policy. We are not permitted or to agree any amendment or supplement to, or waive any obligation under, the Policy without the prior written consent of the Security Agent

This notice may only be revoked or amended with the prior written consent of the Security Agent

## EXECUTION VERSION

Please confirm by completing the enclosed acknowledgement and returning it to the Security Agent (with a copy to us) that

- (a) you accept the instructions and authorisations contained in this notice,
- (b) you have not, at the date this notice is returned to the Security Agent, received any notice that any third party has or will have any right or interest in, or has made, or will be making any claim or demand or taking any action in respect of, the rights of the Company under or in respect of the Policy and you will notify the Security Agent promptly if you should do so in future,
- (c) you will pay or release all or part of the amounts from time to time due and payable by you under the Policy in accordance with the written instructions given to you by the Security Agent from time to time,
- (d) you will not exercise any right to terminate, cancel, vary or waive the Policies or take any action to amend or supplement the Policies without first giving 14 days' written notice to the Security Agent, and
- (e) that the Security Agent's interest as mortgagee and first loss payee is noted on the Policy

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

Yours faithfully

for and on behalf of  
[                      ]



PART 2

Form of acknowledgement from insurers

From [insurer]

To Shawbrook Bank Limited (the "Security Agent")

[ ] 20[ ]

Dear Sirs

We acknowledge receipt of a notice dated [ ] (the "Notice") and addressed to us by

[ ] (the "Company") regarding the Policy (as defined in the Notice)

- (a) we accept the instructions and authorisations contained in this notice,
- (b) we have not, at the date of this acknowledgement, received any notice that any third party has or will have any right or interest in, or has made, or will be making any claim or demand or taking any action in respect of, the rights of the Company under or in respect of the Policy and we will notify the Security Agent promptly if you should do so in future,
- (c) from such time as we receive notice that the Security Agent's security is enforceable, we will pay or release all or part of the amounts from time to time due and payable by us under the Policy in accordance with the written instructions given to us by the Security Agent from time to time,
- (d) we will not exercise any right to terminate, cancel, vary or waive the Policies or take any action to amend or supplement the Policies without first giving 14 days' written notice to the Security Agent, and
- (e) the Security Agent's interest as mortgagee and first loss payee is noted on the Policy

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

Yours faithfully

[insurer]

SCHEDULE 5

PART 1

Form of notice to counterparties of Assigned Agreements

From [relevant Chargo]

To [counterparty]

[ ] 20[ ]

Dear Sirs

We refer to the [describe relevant Assigned Agreement] (the "Agreement")

We hereby notify you that pursuant to a security agreement dated [ ] 2015 (the "Security Agreement") we have assigned to Shawbrook Bank Limited as trustee for the Secured Parties (as defined therein) (the "Security Agent") absolutely (subject to a proviso for reassignment on redemption) all our right, title, interest and benefit in and to the Agreement

We further notify you that

- (a) we may not agree to amend, modify or terminate the Agreement without the prior written consent of the Security Agent,
- (b) subject to paragraph (a) above you may continue to deal with us in relation to the Agreement until you receive written notice from the Security Agent that its security under the Agreement is enforceable. Thereafter we will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Agent,
- (c) you are authorised to disclose information in relation to the Agreement to the Security Agent on request,
- (d) from such time as you receive written notice from the Security Agent that its security under the Security Agreement is enforceable, you must pay all monies to which we are entitled under the Agreement direct to the Security Agent (and not to us) unless the Security Agent otherwise agrees in writing, and
- (e) the provisions of this notice may only be revoked with the written consent of the Security Agent

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) by way of confirmation that

- (i) you agree to the terms set out in this notice and to act in accordance with its provisions, and
- (ii) you have not received notice that we have assigned our rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party

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

Yours faithfully

for and on behalf of

PART 2

Form of acknowledgement from counterparties of Assigned Agreements

From [counterparty]

To Shawbrook Bank Limited

Copy to [relevant Chargor]

[ ] 20[ ]

We hereby acknowledge receipt of the notice dated [ ], a copy of which is attached to the acknowledgment (the "Notice") and confirm the matters set out in paragraphs (i) and (ii) of the Notice

for and on behalf of  
[counterparty]

## SCHEDULE 6

## PART 1

## Form of notice of charge to third party bank

To [name and address of third party bank]

Attention [ ]

20[ ]

Dear Sirs

We hereby give you notice that by a security agreement dated [ ] 2015 (the "**Security Agreement**") (a copy of which is attached) we have charged to Shawbrook Bank Limited as trustee for the Secured Parties (as defined therein) (the "**Security Agent**") all our right, title and interest in and to all sums of money which are now or may from time to time in the future be held in the following accounts in our name with you together with all interest credited thereto and the debts represented by those sums

[ ] (together the "**Blocked Accounts**")

together with all sums of money which are now or may from time to time in the future be held in all other accounts in our name with you and not subsequently designated as blocked accounts (the "**Trading Accounts**") together with all interest credited thereto and the debts represented by those sums. In this notice, the Blocked Accounts and the Trading Accounts are together referred to as the "**Accounts**"

We hereby irrevocably instruct and authorise you

- 1 to credit to each Account all interest from time to time earned on the sums of money held in that Account,
- 2 to disclose to the Security Agent, without any reference to or further authority from us and without any liability or inquiry by you as to the justification for such disclosure, such information relating to the Accounts and the sums in each Account as the Security Agent may, at any time and from time to time, request you to disclose to it,
- 3 from such time as the Security Agent notifies you that its security under the Security Agreements is enforceable,
  - (a) to hold all sums from time to time standing to the credit of each Account in our name with you to the order of the Security Agent,
  - (b) to pay or release all or any part of the sums from time to time standing to the credit of each Account in our name with you in accordance with the written instructions of the Security Agent at any time and from time to time, and
  - (c) to comply with the terms of any written notice or instructions in any way relating to the Accounts or the sums standing to the credit of any Account from time to time which you may receive at any time from the Security Agent without any reference to or further authority from us and without any liability or inquiry by you as to the justification for or validity of such notice or instructions

[Please note we are not permitted to withdraw any amount from the Blocked Accounts without the prior written consent of the Security Agent ]<sup>1</sup>

OR

---

<sup>1</sup> Use if a Blocked Account

## EXECUTION VERSION

[By counter-signing this notice, the Security Agent confirms that we may make withdrawals from the Accounts until such time as the Security Agent shall notify you in writing that their permission is withdrawn, whereupon we will not be permitted to withdraw any amounts from any Account without the prior written consent of the Security Agent ]<sup>2</sup>

These instructions cannot be revoked or varied without the prior written consent of the Security Agent

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

Please confirm your acceptance of the above instructions by returning the attached acknowledgement to the Security Agent with a copy to ourselves

Yours faithfully

By  
for and on behalf of  
[*relevant Chargee*]

---

<sup>2</sup> Use if a Trading Account

PART 2

Form of acknowledgement from third party bank

To Shawbrook Bank Limited

20[ ]

Dear Sirs

We confirm receipt of a notice dated [ ] 20[ ] (the "Notice") from [relevant Chargor] (the "Company") of a charge, upon the terms of a Security Agreement dated [ ] 2015, over all the Company's right, title and interest in and to all sums of money which are now or may from time to time in the future be held in the following accounts with us in the name of the Company together with interest relating thereto

[ ] (together the "Accounts")

We confirm that

- 1 we accept the instructions and authorisations contained in the Notice and undertake to comply with its terms,
- 2 we have not received notice of the interest of any third party in any Account or in the sums of money held in any Account or the debts represented by those sums and we will notify you promptly should we receive notice of any third party interest,
- 3 we have not claimed or exercised, nor will we claim or exercise, any Security or right of set-off or combination or counterclaim or other right in respect of any Blocked Account, the sums of money held in any Blocked Account or the debts represented by those sums,
- 4 [we will not permit any amount to be withdrawn from any Blocked Account except against the signature of one of your authorised signatories,]<sup>3</sup>

OR

- 5 [until you notify us that your security is enforceable, the Company may make withdrawals from the Trading Accounts, upon receipt of such notice we will not permit any amount to be withdrawn from any Trading Account except against the signature of one of your authorised signatories, and]<sup>4</sup>
- 6 we will not seek to modify, vary or amend the terms upon which sums are deposited in the Accounts without your prior written consent

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

Yours faithfully

for and on behalf of  
[third party bank]

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<sup>3</sup> Use if Blocked Account

<sup>4</sup> Use of Trading Account

SCHEDULE 7

PART 1

Form of irrevocable instruction to Registrar

To [Registrar]

[ ] 20[ ]

Dear Sirs

We advise that we have created a [legal mortgage/equitable charge] in favour of Shawbrook Bank Limited as trustee for the Secured Parties (as defined therein) (the "Security Agent") over all shares in [ ] which are currently held on our behalf [by ] or we may acquire (the "Securities")

We hereby irrevocably direct and authorise you to

- (a) immediately on your being notified of our acquisition of any Securities in [ ] and on being instructed to do so in writing by the Security Agent (but not otherwise) transfer such Securities to an escrow balance in the CREST account you hold for us for [the Security Agent] [ ] on behalf of the Security Agent] as escrow agent or as it may direct and in the meantime to hold all such Securities on trust for the Security Agent, and
- (b) not transfer any such Securities to any person (including ourselves) or deal with them in any way, except as instructed in writing by the Security Agent and we hereby irrevocably direct and authorise you to act in accordance with any such instructions from the Security Agent

These instructions may not be revoked or varied without the prior written consent of the Security Agent  
Could you please confirm to the Security Agent in the attached form that you will act in accordance with the terms of this letter

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

Yours faithfully

By \_\_\_\_\_  
for and on behalf of  
[relevant Chargor]

PART 2

Form of acknowledgement from Registrar

From [Registrar]  
To Shawbrook Bank Limited

[ ] 20[ ]

Dear Sirs

We refer to the letter from [relevant Chargor] (the "Company") to us dated [ ] 20[ ], a copy of which we attach (the "Letter")

We hereby irrevocably undertake to you that we will

- (a) act in accordance with the terms of the Letter,
- (b) transfer all Securities (as defined in the Letter) currently held on behalf of the Company [by [ ] to an escrow balance in the CREST account we hold for it for [you] [ ] on your behalf] as escrow agent,
- (c) upon being instructed by you in writing, transfer any Securities [in [ ] acquired after the date of this acknowledgement to an escrow balance in the CREST account we hold for the Company for [you] [ ] on your behalf] as escrow agent, and
- (d) in the meantime hold all such Securities on trust for you and to your order, unless you agree otherwise in writing

We also hereby irrevocably undertake to you that we will hold all documentation (including share certificates) held by us in respect of any Securities [in the capital of [ ] on trust for you and to your order, unless you agree otherwise in writing

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

Yours faithfully

for and on behalf of  
[Registrar]





**SCHEDULE 8**

**Form of CREST Securities letter**

From            Shawbrook Bank Limited

To             [relevant Chargor]

[        ] 20[    ]

Dear Sirs

We refer to the Security Agreement executed by you in our favour prior to our signing this letter under which you created an equitable charge in our favour over the Securities brief particulars of which are set out in the schedule to this letter (the "**Securities**")

By this letter, which is expressly contemplated by the Security Agreement and is to be taken as forming a single agreement with it, we instruct you to give or cause to be given, and you confirm that you shall forthwith give or cause to be given to Euroclear UK & Ireland Limited ("**Euroclear UK & Ireland**") as Operator of the CREST system, all necessary instructions in accordance with Euroclear UK & Ireland's specifications and requirements, and take or procure to be taken such action as shall be required to be taken, to ensure the transfer today [or on the next following business day] of all the Securities into an escrow balance in your member account [    ] in respect of which we/our nominee [        ] Nominees Limited (participant ID [    ]) are/is named as escrow agent. It is acknowledged and agreed that the transfer to escrow will in the shared note field refer to flag 5 which shall be entered by any party to the CREST transfer who is entitled to enter the same

Pending the transfer in CREST to the escrow balance, by signing and returning this letter, you will thereby transfer and confirm the transfer to [us/[        ] Nominees Limited] of your entire interest in the Securities subject to the terms of the Security Agreement referred to above. We acknowledge that the interest and rights conferred upon [us/[        ] Nominees Limited] by such action in relation to the Securities concerned are held and exercisable by [us/[        ] Nominees Limited] subject to the terms of the membership agreement with Euroclear UK & Ireland

It is hereby certified that the transfer of the Securities and of any interest in the Securities is transferred by way of security for a loan

We enclose a duplicate of this letter for your files

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

Yours faithfully

for and on behalf of  
Shawbrook Bank Limited

**Endorsement**


We, the undersigned, being the Chargor referred to above, agree, confirm and declare as set out above

\_\_\_\_\_  
for and on behalf of  
[relevant Chargor]

SIGNATORIES (TO SECURITY AGREEMENT)

The Chargors

EXECUTED as a DEED and  
DELIVERED by LIBERIS BCA  
LIMITED  
acting by

 duly  
authorized attorney under  
a power of attorney  
dated 18 December 2015



in the presence of

Signature of witness


Name of witness

Address of witness

Occupation of witness

INVESTMENT MANAGER

EXECUTED as a DEED and  
DELIVERED by LIBERIS LIMITED  
acting by

 duly authorized  
attorney under a power  
of attorney dated 18  
December 2015



in the presence of

Signature of witness

Name of witness

Address of witness

Occupation of witness

INVESTMENT MANAGER

**The Security Agent**

**SIGNED** by )  
for and on behalf of **SHAWBROOK** )  
**BANK LIMITED** )

Date 21 DECEMBER 2015

THE COMPANIES identified in schedule 1  
as Chargors

SHAWBROOK BANK LIMITED  
as Security Agent

**SECURITY AGREEMENT**

This deed is subject to the terms of the Intercreditor Agreement

SAVE FOR MATERIAL REDACTED PURSUANT TO S 859G  
COMPANIES ACT 2006, THIS COPY INSTRUMENT IS  
CERTIFIED TO BE A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.



MACFARLANES LLP  
20 CURSITOR STREET  
LONDON EC4A 1LT

DATE: 22/12/15

MACFARLANES

Macfarlanes LLP  
20 Cursitor Street  
London EC4A 1LT

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DATE

21 DECEMBER 2015

**PARTIES**

- 1 **THE COMPANIES** whose names, registered numbers and registered offices are set out in schedule 1 (the "**Chargors**"), and
- 2 **SHAWBROOK BANK LIMITED** as agent and trustee for the Secured Parties (as defined in the Facility Agreement) (the "**Security Agent**")

**BACKGROUND**

- A The Chargors are entering into this deed in connection with the Finance Documents
- B The Security Agent and the Chargors intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand

**IT IS AGREED** as follows

**1 Definitions and interpretation**

**1.1 Definitions**

Unless otherwise provided in this deed, terms defined in the Facility Agreement shall have the same meaning where used in this deed

In addition, in this deed, unless the context otherwise requires, the following words shall have the following meanings

**Accounts:** all accounts (including all Blocked Accounts), save for the Excluded Account, and all moneys from time to time standing to the credit (including any interest thereon) of such accounts and all rights in relation thereto, with any bank, financial institution or other person in any jurisdiction now or at any time hereafter (and from time to time) owned, operated or held by any Chargor or in which any Chargor has an interest,

**Administrator:** a person appointed in accordance with Sched B1 Insolvency Act 1986 to manage a Chargor's affairs, business and property,

**Agent:** the Agent as such term is defined in the Facility Agreement,

**Assigned Agreements:** the Servicing Agreement, the Split Processing Agreements (including, for the avoidance of doubt, the Split Processing Agreements as detailed in part 4 of schedule 2 (*Split Processing Agreements*)), the Asset Sale Agreement and any other document or agreement which is designated as an "Assigned Agreement" by the Security Agent and the relevant Chargor (or Chargors) which is (or are) party to such document or agreement,

**Blocked Account:** in relation to a Chargor

- (a) in the case of the Borrower, each Collections Account,
- (b) any other account which the Security Agent and that Chargor have so designated,

**Charged Assets:** all the assets for the time being subject to the Security created by this deed (and references to the Charged Assets include references to any part of them),

**CREST** the relevant system (as defined in the Uncertificated Securities Regulations 2001) in respect of which Euroclear UK & Ireland Limited is the Operator (as defined in those Regulations),

## EXECUTION VERSION

**Debts** all book and other debts, of any kind whatsoever now or at any time hereafter (and from time to time) due, owing or payable to any Chargor or in which any Chargor has an interest and the proceeds of the same, including the benefit of any judgement or order to pay a sum of money, and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to the same,

**Declared Default:** an Event of Default which has resulted in the Agent exercising any of its rights under clause 25 22 (*Acceleration*) of the Facility Agreement,

**Equipment:** all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property now or at any time hereafter (and from time to time) owned by any Chargor, and any part thereof, together with the benefit of all contracts and warranties relating to the same,

**Facility Agreement:** the revolving credit facility agreement dated on or about the date of this deed and made between, among others, Liberis BCA Limited as Borrower and the Security Agent,

**File:** in respect of a Receivable, all information, comments, documents and any correspondence from or to a Customer, including the relevant Customer Sale and Purchase Agreement together with any associated rights and security,

**Floating Charge Assets:** all the assets for the time being subject to the floating charge created by this deed (and references to the Floating Charge Assets include references to any part of it),

**Goodwill:** all goodwill now or at any time hereafter (and from time to time) of or in a Chargor,

**Insolvency Event:** the occurrence of any of the events or circumstances set out in clauses 25 6 (*Insolvency*) – 25 8 (*Creditors' Process*) (inclusive) of the Facility Agreement,

**Insurance Policies:** all contracts and policies of insurance or assurance and all moneys payable under or pursuant to such policies, now or at any time hereafter (and from time to time) taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest excluding in each case, contracts and policies of insurance or assurance which solely relate to liabilities to third parties,

**Intellectual Property:** all interests in respect of any patent (including supplementary protection certificates), trade mark, service mark, trade name, registered design, design right, copyright, know-how, utility model, topographical or similar right, moral right, invention, confidential information, trade secret, database right, right in passing off and any other right in intellectual property subsisting anywhere in the world in any of the foregoing whether registered or unregistered and in each case, any registrations, extensions, renewals or applications of or for the same, now or at any time hereafter (and from time to time) owned or held by any Chargor or (to the extent of its interest) in which any Chargor has an interest,

**LPA** the Law of Property Act 1925,

**Pension Fund Interests:** all interests and rights now or at any time hereafter (and from time to time) owned or held by any Chargor in relation to any pension fund,

**Properties** all estates or interests in any freehold and leasehold properties (whether registered or unregistered) and all commonhold or other immoveable properties now or at any time hereafter (and from time to time) owned by any Chargor (including the properties which are briefly described in part 1 of schedule 2 (*Properties currently owned*)) but excluding in each case Short Leasehold Properties,

**Property Interests.** all interests in or over the Properties and all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties,



## EXECUTION VERSION

in each case, now or at any time hereafter (and from time to time) owned or held by any Chargor,

**Receiver:** a person appointed by the Security Agent to be a receiver or receiver and manager or (if permitted by law) an administrative receiver of all or any part of the Charged Assets of any Chargor,

**Registered Trade Mark:** all interests of a Chargor in respect of any trade mark application or registration now or at any time hereafter (and from time to time) including those registrations and/or applications detailed in part 3 of schedule 2 (*Trade Marks*) hereof,

**Secured Liabilities:** all present and future liabilities and obligations at any time due, owing or incurred by each member of the Group to any Secured Party under or in connection with the Finance Documents, both actual and contingent and whether incurred solely or jointly, as principal or surety and/or in any other capacity,

**Securities:** all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) now or at any time hereafter (and from time to time) owned by any Chargor (including those briefly described in part 2 of schedule 2 (*Securities*) hereof), or in which any Chargor has an interest, together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds, investments, rights, income, money or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereof,

**Securities Issuer:** the issuer of any Securities,

**Securities System** any securities system or other system or facility providing means for the deposit of and/or clearance of transactions in securities, whether established in the United Kingdom or elsewhere (including CREST),

**Securities System Rights:** all rights of any Chargor present or future (and from time to time) against the operator of any Securities System in relation to any Securities that are held in a Securities System or against any third party through whom such Chargor holds such Securities or against any custodian or participant in relation to any Securities,

**Security Period:** the period starting on the date of this deed and ending on the date on which the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full,

**Short Leasehold Properties:** all leasehold properties for a term of less than 15 years unexpired at the date of the acquisition of the lease (whether registered or unregistered) owned by any Chargor under which the relevant Chargor is obliged to pay a rack rent, save where the continuing occupation of the relevant land or, as the case may be, property is required in order to carry on the business and operations of that Chargor,

**Trade Marks:** all interests in respect of trade marks, whether registered or unregistered and any registrations, extensions, renewals or applications for the same now or at any time hereafter (and from time to time) owned or held by any Chargor or in which any Chargor has an interest, including those trade marks detailed in part 3 of schedule 2 (*Trade Marks*) hereof,

**Trading Account:** the Funding Account and, in relation to any Chargor

- (a) any account detailed in part 2 of schedule 3 specified as belonging to it, or
- (b) any other account which the Security Agent and that Chargor have so designated, and

**Uncalled Capital:** all the uncalled capital now or at any time hereafter (and from time to time) of a Chargor

**1 2 Construction**

1 2 1 Unless otherwise provided in this deed, the provisions of clause 1 2 (*Construction*) of the Facility Agreement apply to this deed as though they were set in full in this deed, *mutatis mutandis*

1 2 2 In this deed (unless the context requires otherwise) any reference to

1 2 2 1 each Chargor, each Obligor each Secured Party, any Securies Issuer, any Administrator or Receiver or any other person shall be construed so as to include their successors in title, permitted assigns, permitted transferees and (in the case of any Administrator or Receiver) lawful substitutes and/or replacements,

1 2 2 2 a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended (however fundamentally, including any amendment providing for any increase in the amount of any facility or other liability) from time to time with the agreement of the relevant parties and (where such consent is, by the terms of any Finance Document or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior consent of the Security Agent,

1 2 2 3 "assets" includes present and future properties, revenues and rights of every description,

1 2 2 4 the Security constituted by this deed becoming "enforceable" shall mean that the Security created under this deed has become enforceable under clause 14 1 (*Enforcement events*),

1 2 2 5 "owned" includes having legal or equitable title to or a right to have legal or equitable title transferred,

1 2 2 6 "law" includes the common law, any statute, bye-law, regulation or instrument and any kind of subordinate legislation, and any order, requirement, code of practice, circular, guidance note, licence, consent or permission made or given pursuant to any of the foregoing,

1 2 2 7 a provision of law is a reference to that provision as amended or re-enacted from time to time,

1 2 2 8 a time of day is a reference to London time,

1 2 2 9 any gender includes a reference to the other genders,

1 2 2 10 the singular includes a reference to the plural and vice versa, and

1 2 2 11 a clause or schedule is to a clause or schedule (as the case may be) of or to this deed

1 2 3 Clause and schedule headings are for ease of reference only

**1 3 Nature of security over real property**

A reference in this deed to any freehold, leasehold or commonhold property includes

- 1 3 1 all buildings and fixtures (including trade and tenant's fixtures) which are at any time situated on that property,
- 1 3 2 the proceeds of sale of any part of that property, and
- 1 3 3 the benefit of any covenants for title given or entered into by any predecessor in title of any Chargor in respect of that property or any monies paid or payable in respect of those covenants

#### 1 4 Secured Liabilities

References in this deed to the Secured Liabilities shall be construed in relation to the Finance Documents so as to include (i) any increase or reduction in any amount made available thereunder and/or any alteration and/or addition to the purposes for which any such amount, or increased or reduced amount, may be used, (ii) any ancillary facilities provided in substitution for or in addition to the facilities originally made available thereunder, (iii) any rescheduling of the indebtedness incurred thereunder whether in isolation or in connection with any of the foregoing and (iv) any combination of any of the foregoing

### 2 Covenant to pay; Further advances

#### 2 1 Covenant to pay

Each Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Secured Parties when the same become due in accordance with the terms of the Finance Documents, whether by acceleration or otherwise

#### 2 2 Potential invalidity

Neither the covenant to pay in clause 2 1 (*Covenant to pay*) nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law

#### 2 3 Further advances

This deed secures further advances made under or pursuant to the terms of the Finance Documents and the Lenders are, subject to and upon the terms and conditions of the Finance Documents, under an obligation to make further advances

### 3 Grant of security

#### 3 1 Fixed security

As a continuing security for the payment or discharge of the Secured Liabilities, each Chargor with full title guarantee hereby

- 3 1 1 grants to the Security Agent (as trustee for the Secured Parties), a charge by way of legal mortgage over all its Properties which are listed in part 1 of schedule 2 (*Properties currently owned*) opposite its name,
- 3 1 2 charges to the Security Agent (as trustee for the Secured Parties), by way of first fixed charge, all its
  - 3 1 2 1 Properties acquired by it after the date of this deed,
  - 3 1 2 2 Property Interests,
  - 3 1 2 3 Equipment,

- 3 1 2 4 Securities,
- 3 1 2 5 Securities System Rights,
- 3 1 2 6 Intellectual Property (excluding Trade Marks),
- 3 1 2 7 Trade Marks,
- 3 1 2 8 Debts,
- 3 1 2 9 Accounts,
- 3 1 2 10 Pension Fund Interests,
- 3 1 2 11 Goodwill and Uncalled Capital,
- 3 1 2 12 interests in the Receivables, including (without limitation)
  - (i) the relevant Chargor's right to demand, sue, for, recover, receive and give receipts for all principal payable or to become payable in respect of the Receivables or the unpaid part thereof and the interest and fees thereon and any rights or remedies of the relevant Chargor against the Customer in respect thereof, and
  - (ii) the benefit of the Files, the right to sue on all covenants given by the Customer in each Customer Sale and Purchase Agreement, the right to exercise all the relevant Chargor's powers in relation to each Customer Sale and Purchase Agreement or otherwise in connection with the Receivables and their related Customer Guarantee (where applicable) and any rights or remedies of the relevant Chargor's against the Customer in respect thereof, and
- 3 1 2 13 rights, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to clauses 3 1 1 - 3 1 4 inclusive,
- 3 1 3 assigns to the Security Agent (as trustee for the Secured Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies, and
- 3 1 4 assigns to the Security Agent (as trustee for the Secured Parties) absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements

## 3 2 Floating security

### 3 2 1 Floating charge

As a continuing security for the payment or discharge of the Secured Liabilities, each Chargor with full title guarantee hereby charges to the Security Agent (as trustee for the Secured Parties), by way of first floating charge, (a) all of its undertaking and assets at any time not effectively mortgaged, charged or assigned pursuant to clauses 3 1 1 - 3 1 4 inclusive above (other than the Excluded Account) and (b) all its assets situated in Scotland

**3 2 2 Qualifying floating charge**

Sched B1 para 14 Insolvency Act 1986 (as inserted by s 248 of, and Sched 16 Enterprise Act 2002) applies to the floating charge created by this deed

**3 2 3 Automatic conversion of floating charge**

Notwithstanding anything express or implied in this deed and without prejudice to any law which may have similar effect, if

- 3 2 3 1 a Declared Default occurs,
- 3 2 3 2 any Chargor creates or attempts to create any Security (other than as permitted under the Facility Agreement) or any trust in favour of another person over all or any of its assets,
- 3 2 3 3 any Chargor disposes or attempts to dispose of all or any of its assets other than by way of a Permitted Disposal, or
- 3 2 3 4 an Insolvency Event has occurred,

the floating charge created by this deed will automatically and immediately (without notice) be converted into a fixed charge over all the Floating Charge Assets or, in the case if clauses 3 2 3 2 and 3 2 3 3 above, over the relevant Floating Charge Asset

**3 2 4 Conversion of floating charge by notice**

Notwithstanding anything express or implied in this deed below, if

- 3 2 4 1 an Event of Default has occurred, or
- 3 2 4 2 the Security Agent considers (in its sole discretion, acting in good faith) that any Charged Assets are in jeopardy,

the Security Agent may at any time thereafter, by notice to a Chargor, convert the floating charge created by this deed with immediate effect into a fixed charge over all or any of the Floating Charge Assets of the relevant Chargor specified in such notice (but without prejudice to the Security Agent's rights to serve a notice in respect of any other Floating Charge Assets and any other rights of the Security Agent whatsoever)

**3 2 5 Assets acquired after any floating charge conversion**

Any asset acquired by any Chargor after any conversion of the floating charge created under this deed, in accordance with clauses 3 2 3 or 3 2 4 above which but for such conversion would be subject to a floating charge shall, (unless the Security Agent confirms in writing to the contrary) be charged to the Security Agent (as trustee for the Secured Parties) by way of first fixed charge

**3 2 6 Reconversion of fixed charge assets into floating charge assets**

The Security Agent may at any time after any conversion of the floating charge created under this deed over any Charged Assets into a fixed charge in accordance with clauses 3 2 3 (*Automatic Conversion of floating charge*) or 3 2 4 (*Conversion of floating charge by notice*) reconvert such fixed charge into a floating charge by notice to the relevant Chargor

### 3 3 Title documents

Each Chargor shall on the execution of this deed (or, if later, the date of acquisition of the relevant Charged Assets) deposit with the Security Agent (and the Security Agent shall during the continuance of this security be entitled to hold)

- 3 3 1 all deeds and documents of title relating to the Charged Assets as the Security Agent may from time to time require, and
- 3 3 2 all certificates relating to the Securities and such instruments of transfer in blank and other documents as the Security Agent may from time to time require

### 3 4 Security notices

Each Chargor shall immediately upon the execution of this deed or, in the case of any Insurance Policy taken out, Assigned Agreement entered into (or designated as such in accordance with this deed) or any Account opened in each case by a Chargor after the date of this deed, on the date (as applicable) on which such Insurance Policy is taken out, such Assigned Agreement entered into (or designated) or such Account opened

- 3 4 1 give notice substantially in the form set out in part 1 of schedule 4 (*Form of notice to insurers*) to the relevant insurers of the assignment pursuant to clause 3 1 3 (*Fixed security*) of its rights and interest in and under the Insurance Policies and use its reasonable endeavours to procure that each addressee of such notice will promptly provide an acknowledgement to the Security Agent in the form set out in part 2 of schedule 4 (*Form of acknowledgement from insurers*), and
- 3 4 2 give notice substantially in the form set out in part 1 of schedule 5 (*Form of notice to counterparties of Assigned Agreements*) to the other parties to the Assigned Agreements to which it is a party of the assignment pursuant to clause 3 1 4 (*Fixed security*) of its rights and interest in and under the Assigned Agreements and use its reasonable endeavours to procure that each addressee of such notice will promptly provide an acknowledgement to the Security Agent in the form set out in part 2 of schedule 5 (*Form of acknowledgement from counterparties to Assigned Agreements*), and
- 3 4 3 give notice substantially in the form set out in part 1 of schedule 6 (*Form of notice of charge to third party bank*) to any bank, financial institution or other person of charging to the Security Agent pursuant to clause 3 1 2 9 of its rights and interests under such accounts and use its reasonable endeavours to procure that each addressee of such notice will promptly provide an acknowledgement to the Security Agent in the form set out in part 2 of schedule 6 (*Form of acknowledgement from third party bank*)

### 3 5 Leasehold security restrictions

- 3 5 1 There shall be excluded from the Security created by this deed, and from the operation of clause 4 1 (*Restrictions on dealing*), any leasehold property held by a Chargor under a lease which precludes either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its leasehold interest in that property (each an "Excluded Property") until the relevant condition or waiver has been satisfied or obtained
- 3 5 2 For each Excluded Property (other than a Short Leasehold Property), each relevant Chargor undertakes to
  - 3 5 2 1 apply for the relevant consent or waiver of prohibition or conditions within five Business Days of the date of this deed (in relation to Excluded Property owned at the date of this

deed) or within five Business Days of the relevant Chargor acquiring the Excluded Property (if otherwise) and, to use its reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible,

3 5 2 2 upon request, keep the Security Agent informed of its progress in obtaining such consent or waiver, and

3 5 2 3 forthwith upon receipt of such consent or waiver, provide the Security Agent with a copy

3 5 3 Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent (as trustee for the Secured Parties) under clause 3 1 1, clause 3 1 2 1 or clause 3 1 2 2 (*Fixed security*) as the case may be. If required by the Security Agent at any time following receipt of that waiver or consent, the relevant Chargor will execute a further valid fixed charge in such form as the Security Agent shall require

### 3 6 Excluded Agreements

3 6 1 There shall be excluded from the Security created by this deed, and from the operation of clause 4 1 (*Restrictions on dealing*), any Split Processing Agreement made between a Chargor and any Merchant Acquirer, (including, for the avoidance of doubt, the Split Processing Agreements detailed in part 5 of schedule 2) which precludes either absolutely or conditionally (including requiring the consent of any third party) that Chargor from assigning or creating any charge over its interest in that agreement (each an "Excluded Agreement") until the relevant consent or waiver has been satisfied or obtained

3 6 2 For each Excluded Agreement, each relevant Chargor undertakes to

3 6 2 1 upon request, keep the Security Agent informed of its progress in obtaining the relevant consent or waiver of prohibition or conditions, and

3 6 2 2 forthwith upon receipt of such consent or waiver, provide the Security Agent with a copy

3 6 3 Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Agreements shall stand charged to the Security Agent (as trustee for the Secured Parties) under clause 3 1 1, clause 3 1 2 1 or clause 3 1 2 2 (*Fixed security*) as the case may be

3 6 4 If required by the Security Agent at any time following receipt of that waiver or consent, the relevant Chargor will

3 6 4 1 execute a further valid fixed charge in such form as the Security Agent shall require, and

3 6 4 2 give notice substantially in the form set out in part 1 of schedule 5 (*Form of notice to counterparties of Assigned Agreements*) to the other parties to the relevant Assigned Agreements of the assignment pursuant to clause 3 1 4 (*Fixed security*) of its rights and interest in and under the Assigned Agreements and use its reasonable endeavours to procure that each addressee of such notice will promptly provide an acknowledgement to the Security Agent in the form set out in part 2 of schedule 5 (*Form of acknowledgement from counterparties to Assigned Agreements*)

#### **4 Restrictions on dealing**

##### **4.1 Negative pledge and restriction on disposal**

Each Chargor hereby covenants with the Security Agent that it will not at any time except in accordance with the terms of the Facility Agreement or with the prior consent of the Security Agent

4.1.1 create or purport to create or permit to subsist any Security over or in relation to the Charged Assets, or

4.1.2 enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, surrender or otherwise dispose of or cease to exercise control of all, or part of any interest in any Charged Assets

##### **4.2 Land Registry restriction**

4.2.1 In respect of any Property registered at the Land Registry each Chargor hereby consents to the entry of the following restriction on the register of its title to such Property

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ] in favour of [name of applicable Security Agent] referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer"

4.2.2 Each Chargor authorises the Security Agent to make any application which it deems appropriate for the designation of this deed or any other Finance Document as an exempt information document under rule 136 Land Registration Rules 2003 and will use its best endeavours to assist with any such application made by or on behalf of the Security Agent. Each Chargor will notify the Security Agent in writing as soon as it receives notice of any person's application under rule 137 Land Registration Rules 2003 for the disclosure of this deed or any other Finance Document, following its designation as an exempt information document and will not make any application under rule 138 Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document

#### **5 Debts and Accounts**

##### **5.1 Preservation of debts**

Each Chargor shall not, except in accordance with the terms of the Facility Agreement, sell, factor, discount, release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Debts save as hereinafter expressly provided

##### **5.2 Realising debts**

Each Chargor shall

5.2.1 as agent for the Security Agent, collect in and realise all Debts in the ordinary course of its business, pay the proceeds into the relevant Account forthwith upon receipt in accordance with the terms of the Facility Agreement and, pending that payment, hold those proceeds in trust for the Security Agent (in



each case unless otherwise agreed with the Security Agent or provided for in the Facility Agreement), and

- 5 2 2 if called upon so to do by the Security Agent, execute a legal assignment of the Debts to the Security Agent (as trustee for the Secured Parties) in such terms as the Security Agent may require and give notice thereof to the debtors from whom the Debts are due, owing or incurred

**5 3 Accounts**

- 5 3 1 All Accounts must be maintained with the Account Bank or a bank or banks approved by the Security Agent
- 5 3 2 The Security Agent shall have joint signing rights with the Borrower on each Blocked Account (including, for the avoidance of doubt, each Collections Account)
- 5 3 3 No Account may be overdrawn at any time
- 5 3 4 No Chargor shall open or procure the opening of any Account unless permitted under the Facility Agreement or with the prior written consent of the Security Agent
- 5 3 5 Any cash pooling, netting or similar arrangements entered into or to be entered into by one or more Chargors in respect of their Trading Accounts must be on terms which have been approved by the Security Agent (acting reasonably)
- 5 3 6 For avoidance of doubt, the Excluded Account shall be excluded from the Security created by this deed, including the Security created under a floating charge under clause 3 2 (*Floating Security*)

**5 4 Withdrawals**

- 5 4 1 Except as permitted by the terms of the Facility Agreement or with the prior consent of the Security Agent no Chargor may withdraw any amounts from time to time standing to the credit of the Blocked Accounts
- 5 4 2 Except as prohibited by the terms of the Facility Agreement, each Chargor may withdraw any amounts from time to time standing to the credit of its Trading Accounts until such time as after the security constituted by this deed has become enforceable, from which time each Chargor shall comply with any notice served by the Security Agent on that Chargor prohibiting it from withdrawing all or any monies from time to time standing to the credit of any of its Accounts except with the prior consent of the Security Agent

**6 Insurance**

Each Chargor hereby covenants with the Security Agent that it will insure its assets and business in accordance with the requirements of the Facility Agreement

**7 Properties**

Each Chargor hereby covenants with the Security Agent that it will

**7 1 Maintenance**

keep all buildings on each Property and all fixtures belonging to it thereon and therein in good and substantial repair and condition (fair wear and tear excepted),

**7 2 Preservation of property and fixtures**

not without the prior consent of the Security Agent

7 2 1 pull down or remove the whole or any part of any buildings forming part of any Property,

7 2 2 make any alterations to any Property, or

7 2 3 sever or unfix or remove any of the fixtures thereto (except for the purpose of effecting necessary repairs thereto),

**7 3 Information**

7 3 1 within five Business Days after becoming aware thereof give full particulars to the Security Agent of any notice, order, direction, designation, resolution or proposal having specific application to any Property or to the locality in which it is situated given or made by any planning authority or other public body or authority whatsoever; and

7 3 2 if required by the Security Agent, forthwith and at the cost of such Chargor take all steps to comply with any such notice, order, direction, designation or resolution and make or join with the Security Agent in making such objections or representations in respect of any such proposal as the Security Agent may desire,

**7 4 Compliance with obligations**

7 4 1 observe and perform all covenants, stipulations and conditions to which each Property or the user thereof is now or may hereafter be subjected,

7 4 2 perform and observe all covenants and conditions on its part contained in any lease, agreement for lease, licence or other agreement under which any Property or part of any Property is held, and

7 4 3 promptly pay all taxes, fees, duties, rates, charges and other outgoings in respect of the Properties,

**7 5 Maintenance of interests in Properties**

not without the prior consent of the Security Agent or as permitted in the Facility Agreement

7 5 1 grant or agree to grant any licence or tenancy affecting any Property or part of a Property,

7 5 2 exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by ss 99 or 100 LPA, or

7 5 3 in any other way dispose or agree to dispose of or surrender or create any legal or equitable estate or interest in any Property or any part thereof,

**7 6 Registration restrictions**

procure that no person shall be registered under the Land Registration Act 2002 as proprietor of any Property or any part thereof without the prior consent of the Security Agent,

**7 7 Development restrictions**

not without the prior consent of the Security Agent carry out or permit or suffer to be carried out on any Property any development as defined in the Town and Country Planning Act 1990 or change or permit or suffer to be changed the user of any Property,

**7 8 No restrictive obligations**

not without the prior consent of the Security Agent enter into any onerous or restrictive obligations affecting any Property or any part thereof or create or permit to arise any overriding interest or easement or right whatever in or over any Property or any part thereof,

**7 9 Proprietary rights**

procure that no person shall become entitled to assert any proprietary or other like right or interest over any Property or any part thereof without the prior consent of the Security Agent,

**7 10 Inspection**

permit the Security Agent, any Administrator and any Receiver (as each of those terms is defined in clause 15 1 (*Appointment of Administrator or Receiver*)) and any person appointed by any of them to enter upon and inspect any Property upon reasonable prior notice, and

**7 11 Property acquisitions**

if it acquires any freehold or leasehold property, whether registered or unregistered (other than any Short Leasehold Property)

7 11 1 inform the Security Agent promptly of such acquisition,

7 11 2 immediately on request by the Security Agent and at the cost of that Chargor, execute and deliver to the Security Agent a legal mortgage in favour of the Security Agent of that property in such form as the Security Agent may require (or such other Security in the jurisdiction where such property is located as the Security Agent may require), and

7 11 3 comply with all registration requirements resulting from the acquisition of such property and the creation of Security over such property pursuant to this deed and the legal mortgage (or other Security) referred to above

**8 Equipment**

Each Chargor hereby covenants with the Security Agent as follows

**8 1 Maintenance of equipment**

to maintain the Equipment in good and serviceable condition (fair wear and tear excepted),

**8 2 Payment of equipment taxes**

promptly to pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Equipment and on demand produce evidence thereof to the Security Agent,

**8 3 Equipment information**

to give the Security Agent such information concerning the location, condition, use and operation of the Equipment as the Security Agent may require and to permit any persons designated by the Security Agent at all reasonable times to inspect and examine the Equipment and the records maintained in connection therewith,

**8 4 Notice of Charge**

if so requested by the Security Agent, place and maintain on each item of Equipment, in a conspicuous place, a clearly legible identification plate containing the following wording

**"NOTICE OF CHARGE**

This [*description of item*] and ancillary equipment is subject to a fixed charge dated [ ] in favour of [name of applicable Security Agent] "

**9 Intellectual Property**

Each Chargor hereby covenants with the Security Agent as follows

**9 1 Preservation of rights**

to take all action to safeguard and maintain its present and future rights in or relating to the Intellectual Property necessary for the business of the relevant Chargor and if requested to do so by the Security Agent, sign or procure the signature of, and comply with all instructions of the Security Agent in respect of, any document required to make entries in any public register of Intellectual Property which either record the existence of this deed or the restrictions on disposal imposed by this deed, and

**9 2 Consents**

promptly obtain any consent required for the creation of a fixed charge over any of the Intellectual Property

**10 Securities****10 1 Registration of Securities**

The Security Agent may at any time cause any or all of the Securities to be registered in the name of the Security Agent or its nominee. Each Chargor agrees promptly to execute and deliver to the Security Agent all such transfers and other documents and do all such things as may be necessary or desirable to achieve such registration

**10 2 Additional registration obligations**

Each Chargor hereby

10 2 1 grants and agrees to procure as necessary, all consents, waivers, approvals and permissions which are necessary, under the articles of association of any Securities Issuer or otherwise, for the transfer of the Securities to the Security Agent or its nominee or to a purchaser upon enforcement of this deed, and

10 2 2 agrees to procure the amendment of the share transfer provisions of each Securities Issuer's articles of association in such manner as the Security Agent may require in order to permit such a transfer

**10 3 Dividends and voting rights prior to enforcement**

Until the security constituted by this deed becomes enforceable

10 3 1 all cash dividends or other cash distributions paid or payable in respect of the Securities may be paid directly to the relevant Chargor which shall be permitted to apply such dividends or distributions as it deems fit to the extent permitted by the Finance Documents,

10 3 2 any cash dividends or other cash distributions paid in respect of any of the Securities and received by the Security Agent or its nominee shall, on request by the relevant Chargor, be released and paid to such Chargor;

10 3 3 the relevant Chargor may exercise all voting and other rights and powers attaching to the Securities and exercisable by the relevant Chargor provided that the exercise of such voting and other rights and powers would not

prejudice the Security Agent's security under this deed or the value of the Securities or contravene any Finance Document, and

- 10 3 4 the Security Agent will (to the extent that it has or will acquire any such rights or powers) exercise all voting and other rights and powers attaching to the Securities and exercisable by the Security Agent or its nominee as the relevant Chargor may from time to time direct provided that acting in accordance with such directions would not prejudice the Security Agent's security under this deed or the value of the Securities or contravene any Finance Document

#### 10 4 Dividends and voting rights post enforcement

After the security constituted by this deed has become enforceable

- 10 4 1 all dividends and other distributions paid in respect of the Securities and received by any Chargor shall be held on trust for the Security Agent (as trustee for the Secured Parties) and forthwith paid into a Blocked Account or, if received by the Security Agent or its nominee, shall be retained by the Security Agent, and
- 10 4 2 the Security Agent may exercise or direct the exercise (or refrain from exercising or directing the exercise) of all voting and other rights and powers attaching to the Securities as the Security Agent may in its absolute discretion think fit and each Chargor shall, and shall procure that its nominees shall, comply with any such directions from the Security Agent concerning the exercise of such rights and powers

#### 10 5 Additional undertakings

Each Chargor further undertakes to the Security Agent that it shall

- 10 5 1 duly and promptly pay all calls, instalments and other moneys which may be payable from time to time in respect of the Securities, it being acknowledged by the Chargors that the Security Agent shall be under no liability whatsoever in respect of any such calls, instalments or other moneys,
- 10 5 2 not without the Security Agent's prior consent or unless permitted under the Facility Agreement amend, or agree to the amendment of, the memorandum or articles of association of any Securities Issuer or the rights or liabilities attaching to any of the Securities,
- 10 5 3 ensure (insofar as it is able by the exercise of all voting rights, powers of control and other means available to it to do so) that no Securities Issuer will
  - 10 5 3 1 consolidate or sub-divide any of its Securities or reduce or re-organise its share capital in any way (other than as permitted under the Facility Agreement),
  - 10 5 3 2 issue any new shares or stock (other than as permitted under the Facility Agreement), or
  - 10 5 3 3 refuse to register any transfer of any of its Securities which may be lodged for registration by or on behalf of the Security Agent or a Chargor in accordance with this deed, and
- 10 5 4 promptly give notice of this deed to any custodian of any Securities in any form which the Security Agent may reasonably require and use its reasonable endeavours to ensure that the custodian acknowledges that notice in any form which the Security Agent may reasonably require

## 10 6 CREST securities

Each Chargor further undertakes to the Security Agent that it shall

10 6 1 on the execution of this deed, in respect of any Securities which are held in CREST at any time on or after the date hereof

10 6 1 1 deliver to the Security Agent a certified signed copy of an irrevocable instruction from it to the Chargor's current registrar or CREST participant or custodian (as appropriate) or such other person as may be appointed registrar or CREST participant or custodian (as appropriate) (the "Registrar") to transfer to escrow all Securities held in CREST, substantially in the form set out in part 1 of schedule 7 (*Form of irrevocable instruction to Registrar*) or such other form as is acceptable to the Security Agent (the "Instruction"), and

10 6 1 2 deliver the original signed Instruction to the Registrar and use its best endeavours to procure the delivery to the Security Agent of a signed copy of an irrevocable acknowledgement of the Instruction from the Registrar substantially in the form set out in part 2 of schedule 7 (*Form of acknowledgement from Registrar*) or such other form as is acceptable to the Security Agent,

10 6 2 sign and return to the Security Agent the endorsement on a letter from the Security Agent to the relevant Chargor substantially in the form of schedule 8 (*Form of CREST Securities letter*), completed in respect of Securities held in CREST which the Security Agent requires it to transfer to escrow for the Security Agent or its nominee. The Chargors and the Security Agent acknowledge that such letter and endorsement are expressly contemplated by this deed and are to be taken as forming a single deed with it,

10 6 3 promptly following the request of the Security Agent, procure the withdrawal of any Securities requested by the Security Agent from CREST and their conversion into certificated form and shall procure the deposit of all deeds and other documents of title in respect of such Securities in accordance with and shall take all the steps required by clause 3 3 (*Title Documents*) in relation to those Securities,

10 6 4 give such instructions to CREST or any other relevant person and provide such documents as the Security Agent may require for perfecting the security intended to be created by this deed in respect of Securities held in CREST or to enable the Security Agent or its nominees to comply with all its obligations in respect of any such Securities and their related rights, and

10 6 5 not take any action which is inconsistent with, or revokes or purports to revoke, (i) any custody agreement or arrangement with the Registrar (except with the prior written consent of the Security Agent and subject to any conditions that may be imposed by the Security Agent, including (but not limited to) the appointment of a new custodian on substantially the same terms as the custody agreement or arrangement with the Registrar) or (ii) its instruction to the Registrar in the letter executed and delivered pursuant to clause 10 6 1,

and each Chargor hereby provides to CREST the authorisations in relation to any Securities held in CREST which are required by CREST under its standard terms of business from time to time, acknowledges that the Registrar holds such Chargor's rights in respect of such Securities as agent and trustee on behalf of the Security Agent and agrees that the Registrar may enforce such rights as trustee for the Security Agent

**11 Uncalled Capital**

Each Chargor further covenants with the Security Agent that it will not call up, or receive in advance of calls, any Uncalled Capital and it will apply all proceeds of any Uncalled Capital, immediately on receipt, towards the discharge of the Secured Liabilities

**12 Representations and warranties****12 1 Representations and warranties**

Each Chargor represents and warrants to the Security Agent as follows

- 12 1 1 it is (except as permitted under the terms of the Finance Documents) the legal and beneficial owner of the Charged Assets,
- 12 1 2 it has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Assets or any interest in them,
- 12 1 3 there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever which materially and adversely affect the Charged Assets,
- 12 1 4 no facility necessary for the enjoyment and use of the Charged Assets is subject to terms entitling any person to terminate or curtail its use,
- 12 1 5 nothing has arisen or has been created or is subsisting which would be an overriding interest in any Property,
- 12 1 6 other than as contemplated by clauses 3 5 (*Leasehold security restrictions*) and 3 6 (*Excluded Agreements*), there is no prohibition on assignment in any insurances, agreements or authorisations referred to in clause 3 1 3 or 3 1 4 (*Fixed security*), or the relevant clauses of them as the case may be, and the Chargors entering into this deed will not constitute a breach of any such insurances, agreements or authorisations, and
- 12 1 7 this deed creates the Security it purports to create and is not liable to be amended or otherwise set aside on its liquidation or otherwise

**12 2 Repetition**

The representations and warranties set out in clause 12 1 (*Representations and warranties*) will be deemed to be repeated by each Chargor on each day the Repeating Representations are deemed to be repeated by reference to the facts and circumstances then existing

**12 3 Notice of breach**

Each Chargor will promptly upon becoming aware of the same give the Security Agent notice in writing of any breach of any representation or warranty set out in clause 12 1 (*Representations and warranties*)

**13 Power to remedy**

- 13 1 If a Chargor is at any time in breach of any of its obligations contained in this deed, the Security Agent shall be entitled (but shall not be bound) to remedy such breach and each Chargor hereby irrevocably authorises the Security Agent and its agents to do all things necessary or desirable in connection therewith

- 13 2 The rights of the Security Agent contained in this clause 13 are without prejudice to any other rights of the Security Agent hereunder and the exercise by the Security Agent of its

rights under this clause shall not make the Security Agent liable to account as a mortgagee in possession

**14 Enforcement**

**14 1 Enforcement events**

The security constituted by this deed shall become immediately enforceable if an Event of Default occurs, but shall only be enforceable for so long as an Event of Default is continuing

**14 2 Statutory power of sale**

The statutory power of sale shall arise on and be exercisable at any time after the execution of this deed (and the Secured Liabilities shall be deemed to have become due and payable for that purpose), provided that the Security Agent shall not exercise such power of sale until the security constituted by this deed has become enforceable

**14 3 Extension of statutory powers**

14 3 1 Any restriction imposed by law on the power of sale (including under s 103 LPA) or on the right of a mortgagee to consolidate mortgages (including under s 93 LPA) does not apply to the security constituted by this deed and the Security Agent or any Receiver shall have the right to consolidate all or any of the security constituted by this deed with any other Security in existence at any time and to make any applications to the Land Registry in support of the same

14 3 2 Any powers of leasing conferred on the Security Agent or any Receiver by law are extended so as to authorise the Security Agent or any Receiver to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent or Receiver may think fit and without the need to comply with any restrictions conferred by law (including under ss 99 or 100 LPA)

**14 4 No obligation to enquire**

No person dealing with the Security Agent, any Administrator or any Receiver appointed hereunder, or its agents or brokers, shall be concerned to enquire

14 4 1 whether the security constituted by this deed has become enforceable,

14 4 2 whether any power exercised or purported to be exercised has become exercisable,

14 4 3 whether any money remains due under the Finance Documents,

14 4 4 as to the necessity or expediency of the stipulations and conditions subject to which any sale of any Charged Assets shall be made, or otherwise as to the propriety or regularity of any sale of any of the Charged Assets, or

14 4 5 how any money paid to the Security Agent, Administrator or Receiver, or its agents or brokers is to be applied

**14 5 No liability as mortgagee in possession**

None of the Security Agent, any Administrator or any Receiver shall be liable

14 5 1 to account as mortgagee in possession in respect of all or any of the Charged Assets, or



- 14 5 2 for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with, all or any of the Charged Assets for which a mortgagee in possession might as such be liable

#### 14 6 Power to dispose of chattels

After the security constituted by this deed has become enforceable, the Security Agent, any Administrator or any Receiver may dispose of any chattels or produce found on any Property as agent for the relevant Chargor and, without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce the Security Agent, the Administrator or the Receiver shall be indemnified by such Chargor against any liability arising from such disposal

#### 14 7 Redemption of prior Security Interests

At any time after the security constituted by this deed shall have become enforceable the Security Agent may

- 14 7 1 redeem any prior Security,
- 14 7 2 procure the transfer thereof to itself, and/or
- 14 7 3 settle and pass the accounts of the prior encumbrancer and any account so settled and passed shall be conclusive and binding on the relevant Chargor and all monies paid by the Security Agent to the prior encumbrancer in accordance with such accounts shall as from such payment be due from such Chargor to the Security Agent on current account and shall bear interest and be secured as part of the Secured Liabilities

### 15 Administrator and Receiver

#### 15 1 Appointment of Administrator or Receiver

At any time after

- 15 1 1 the security constituted by this deed becomes enforceable,
- 15 1 2 any corporate action or any other steps are taken or legal proceedings started by or in respect of any Obligor with a view to the appointment of an Administrator, or
- 15 1 3 at the request of the relevant Chargor,

the Security Agent may without further notice, under seal or by writing under hand of a duly authorised officer of the Security Agent

- 15 1 3 1 appoint any person or persons to be an Administrator of any Chargor, or
- 15 1 3 2 appoint any person or persons to be a Receiver of all or any part of the Charged Assets of any Chargor, and
- 15 1 3 3 (subject to s 45 Insolvency Act 1986) from time to time remove any person appointed to be Receiver and appoint another in his place

#### 15 2 More than one appointment

Where more than one person is appointed Administrator or Receiver, they will have power to act separately (unless the appointment by the Security Agent specifies to the contrary)

**15 3 Additional powers**

- 15 3 1 The powers of appointing an Administrator or a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Security Agent under the Insolvency Act 1986 and the LPA or otherwise and shall be exercisable without the restrictions contained in s 109 LPA or otherwise
- 15 3 2 The power to appoint an Administrator or a Receiver (whether conferred by this deed or by statute) shall be and remain exercisable by the Security Agent notwithstanding any prior appointment in respect of all or any part of the Charged Assets

**15 4 Agent of the relevant Chargor**

- 15 4 1 Any Administrator or Receiver shall be the agent of the relevant Chargor and the relevant Chargor shall be solely responsible for his acts and remuneration as well as for any defaults committed by him
- 15 4 2 No Secured Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of an Administrator or Receiver

**15 5 Powers of Administrator and Receiver**

A Receiver shall have (and shall be entitled to exercise), in relation to the Charged Assets over which he is appointed, and an Administrator shall have in addition to the powers he enjoys under Sched B1 Insolvency Act 1986, the following powers (as the same may be varied or extended by the provisions of this deed)

- 15 5 1 (in respect of a Receiver) all of the powers of an administrative receiver set out in Sched 1 Insolvency Act 1986 (whether or not the Receiver is an administrative receiver),
- 15 5 2 all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA,
- 15 5 3 all of the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which any relevant Chargor itself could do or omit to do, and
- 15 5 4 the power to do all things which, in the opinion of the Administrator or Receiver (as appropriate) are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Administrator or Receiver pursuant to this deed or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, any relevant Chargor, the collection and/or realisation of Charged Assets in such manner and on such terms as the Administrator or Receiver sees fit, and the execution of documents in the name of the relevant Chargor (whether under hand, or by way of deed or by utilisation of the company seal of such Chargor))

**16 Amounts received****16 1 Application of proceeds**

The Receiver shall apply all monies received by him (other than insurance monies)

- 16 1 1 first in paying all rents, taxes, duties, rates and outgoings affecting any Charged Assets,
- 16 1 2 secondly in paying all costs, charges and expenses of and incidental to his appointment and the exercise of his powers and all outgoings paid by him,

16 1 3 thirdly in paying his remuneration (as agreed between him and the Security Agent),

16 1 4 fourthly in or towards discharge of the Secured Liabilities in such order and manner as provided for in the Intercreditor Agreement or any other Finance Document, and

16 1 5 finally in paying any surplus to the Chargors or any other person entitled to it

**16 2 Section 109(8) Law of Property Act 1925**

Neither the Security Agent nor any Receiver or Administrator shall be bound (whether by virtue of s 109(8) LPA, which is hereby varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities

**16 3 Currencies of denomination**

For the purpose of or pending the discharge of any of the Secured Liabilities the Security Agent may convert any monies received, recovered or realised by the Security Agent under this deed from their existing denominations and/or currencies of denomination into such other denominations and/or currencies of denomination as the Security Agent may think fit and any such conversion shall be effected at the Security Agent's then prevailing spot selling rate of exchange

**16 4 Suspense account**

All monies received recovered or realised by the Security Agent under this deed may at the discretion of the Security Agent be credited to any interest bearing suspense or impersonal account and may be held in such account for so long as the Security Agent thinks fit pending the application from time to time (as the Security Agent shall be entitled to do as it may think fit) of such monies and accrued interest thereon (if any) in or towards the discharge of any of the Secured Liabilities Notwithstanding the foregoing, and subject always to clauses 23 2 (*Avoidance of payments and reinstatement*) and 23 3 (*Discharge conditional*), the Security Agent will apply amounts standing to the credit of such an account in discharging the Secured Liabilities to the extent that such amounts are sufficient to discharge the Secured Liabilities in full

**16 5 New accounts**

If the Security Agent receives notice of any subsequent charge or other interest affecting all or part of the Charged Assets, the Security Agent may open a new account or accounts for the relevant Chargor in its books and (without prejudice to the Security Agent's right to combine accounts) no money paid to the credit of such Chargor in any such new account will be appropriated towards or have the effect of discharging any part of the Secured Liabilities If the Security Agent does not open a new account or accounts immediately on receipt of such notice then unless the Security Agent gives express notice to the contrary to the relevant Chargor as from the time of receipt of such notice by the Security Agent all payments made by the relevant Chargor to the Security Agent in the absence of any express appropriation by such Chargor to the contrary shall be treated as having been credited to a new account of such Chargor and not as having been applied in reduction of the Secured Liabilities

**16 6 Security Agent set-off rights**

If the Security Agent shall have more than one account for any Chargor in its books the Security Agent may at any time after the security constituted by this deed has become enforceable or the Security Agent has received notice of any subsequent charge or other interest affecting all or any part of the Charged Assets and without prior notice forthwith transfer all or any part of the balance standing to the credit of any such account to any other

such account which may be in debit but the Security Agent shall notify the relevant Chargor of the transfer having been made

## **17 Power of attorney and delegation**

### **17 1 Power of attorney**

Each Chargor hereby by way of security irrevocably appoints the Security Agent and (jointly and severally) each and every Administrator or Receiver of this deed to be the attorney of such Chargor and in its name and on its behalf and as its act and deed or otherwise and at any time while an Event of Default is continuing to sign, execute, seal, deliver, complete any blanks in and otherwise perfect any deed, transfer, assurance, agreement, instrument or act which such Administrator or Receiver or the Security Agent may consider expedient in the exercise of any of his or its powers or in respect of such Chargor's obligations under this deed. The power of attorney hereby granted is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971

### **17 2 Ratification**

Each Chargor ratifies and confirms and agrees to ratify and confirm.

17 2 1 all transactions entered into by the Security Agent and/or any Administrator or Receiver in the proper exercise of its or their powers in accordance with this deed, and

17 2 2 all transactions entered into by the Security Agent and/or any Administrator or Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, document or other act

17 3 The Security Agent and any Administrator or Receiver shall have full power to delegate the powers, authorities and discretions conferred on it or him by this deed (including the power of attorney), on such terms and conditions as it or he shall see fit which shall not preclude exercise of these powers, authorities or discretions by it or him or any revocation of the delegation or subsequent delegation

## **18 Protection of security and further assurance**

### **18 1 Independent security**

This deed shall be in addition to and independent of every other security or guarantee that the Security Agent or any other Secured Party may at any time hold for any of the Secured Liabilities. No prior security held by the Security Agent or any other Secured Party over the whole or any part of the Charged Assets shall merge in the security created by this deed

### **18 2 Continuing security**

This deed shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or discharge in whole or in part

### **18 3 No waivers; rights cumulative**

No failure to exercise, nor delay in exercising, on the part of the Security Agent or any Secured Party, any right or remedy under this deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy preclude any further or other exercise, or the exercise of any other right or remedy. The rights and remedies of the Security Agent and each Secured Party provided in this deed are cumulative and not exclusive of any rights or remedies provided by law

**18.4 No Chargor set-off**

Each Chargor waives any right of set-off it may have now or at any time in the future in respect of the Secured Liabilities (including sums payable by such Chargor under this deed)

**18.5 Further assurance**

**18.5.1** Each Chargor must, promptly upon request by the Security Agent or any Receiver or Administrator, at its own expense, take whatever action the Security Agent or a Receiver or Administrator may require for

**18.5.1.1** creating, perfecting or protecting any security intended to be created by or pursuant to this deed,

**18.5.1.2** facilitating the realisation, when the security constituted by this deed is enforceable, of any Charged Asset;

**18.5.1.3** exercising any right, power or discretion conferred on the Security Agent, or any Receiver or any Administrator or any of their respective delegates or sub-delegates in respect of any Charged Asset, or

**18.5.1.4** creating and perfecting security in favour of the Security Agent (equivalent to the security intended to be created by this deed) over any assets of any Chargor located in any jurisdiction outside England and Wales

**18.5.2** This includes

**18.5.2.1** the re-execution of this deed,

**18.5.2.2** the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee, and

**18.5.2.3** the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent (or the Receiver or Administrator, as appropriate) may think expedient

**18.6 Register of Trade Marks**

Each Chargor as registered proprietor (or otherwise) appoints the Security Agent as its agent to apply for the particulars of this deed and of the Secured Parties' interest in the Registered Trade Marks to be entered in the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994, and such other registers as the Security Agent considers appropriate in any relevant jurisdiction, and each Chargor agrees to execute all documents and forms required to enable these particulars to be entered on the Register of Trade Marks or such other registers

**19 Costs and indemnity**

**19.1** The provisions of clause 19 (*Costs and expenses*) of the Facility Agreement are incorporated into this deed as if set out in full *mutatis mutandis*

**19.2** Each Chargor hereby agrees to indemnify and hold harmless the Security Agent, any Administrator and any Receiver from and against all actions, claims, expenses, demands and liabilities, whether arising out of contract or in tort or in any other way, which may at any time be incurred by him or by any manager, agent, officer, servant or workman for whose

debt, default or miscarriage he may be answerable for anything done or omitted to be done in the exercise or purported exercise of his powers pursuant to this deed

**20 Miscellaneous**

**20 1 Benefit of Deed**

The benefit of this deed will be held by the Security Agent on and subject to the terms of the Finance Documents on trust for the benefit of itself and the other Secured Parties without preference or priority amongst themselves as security for the Secured Liabilities except as provided for in the Finance Documents

**20 2 Certificates conclusive**

A certificate or determination by the Security Agent as to any amount or rate under this deed shall be conclusive evidence of that amount or rate in the absence of any manifest error

**20 3 Notice of assignment**

This deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by that Chargor to any other member of the Group and contained in a Finance Document

**20 4 Financial collateral**

20 4 1 To the extent that the Charged Assets constitute "financial collateral" and this deed and the obligations of the Chargors under this deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 no 3226)), the Security Agent shall have the right after the Security constituted by this deed has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities

20 4 2 For the purpose of clause 20 4 1, the value of the financial collateral appropriated shall be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it

**20 5 Severability**

If any provision of this deed is or becomes invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected or impaired thereby

**20 6 Section 2(1) Law of Property (Miscellaneous Provisions) Act 1989**

The terms of the Finance Documents and of any side letters between any parties in relation to the Finance Documents are incorporated in this deed to the extent required to ensure that any purported disposition of Charged Assets contained in this deed is a valid disposition in accordance with s 2(1) Law of Property (Miscellaneous Provisions) Act 1989

**20 7 Third party rights**

Save as expressly provided to the contrary in a Finance Document, a third party (being any person other than the Chargors and the Secured Parties and their successors and permitted assigns) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this deed. Notwithstanding any term of any Finance Document, the consent of such third party is not required to rescind or vary this deed at any time

**20 8 Joint and several liability**

The covenants, agreements, obligations and liabilities of the Chargors contained in this deed or implied on their part are joint and several and shall be construed accordingly

**20 9 Trustee Act 2000**

The Chargors and the Security Agent agree that the Security Agent shall not be subject to the duty of care imposed on the trustees by the Trustee Act 2000

**21 Demands and notices**

Any demand, notice, consent or communication to be made or given by or to a Chargor or the Security Agent under or in connection with this deed shall be made and delivered as provided in clause 35 (*Notices*) of the Facility Agreement. Any demand on a Chargor shall be validly made whether or not it contains an accurate statement of the amount of the Secured Liabilities

**22 Assignment and transfer****22 1 Assignment by Security Agent**

The Security Agent may at any time without the consent of any Chargor, assign or transfer the whole or any part of its rights under this deed to any person to which it can transfer its rights in accordance with the terms of the Finance Documents

**22 2 Assignment by Chargor**

No Chargor may assign any of its rights or transfer any of its obligations under this deed or enter into any transaction which would result in any of these rights or obligations passing to another person

**23 Release of Security****23 1 Release**

Subject to clause 23 3 (*Discharge conditional*), upon the expiry of the Security Period (but not otherwise) the Security Agent shall at the request and cost of the Chargors, take whatever action is necessary to release the Charged Assets from the Security constituted by this deed

**23 2 Avoidance of payments and reinstatement**

If any payment by an Obligor or any discharge given by a Secured Party (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is (a) capable of being avoided or reduced (in the reasonable opinion of the Security Agent) or (b) avoided or reduced in each case as a result of insolvency or any similar event, then

23 2 1 the liability of each Obligor will continue as if the payment, discharge, avoidance or reduction had not occurred,

23 2 2 each Secured Party will be entitled to recover the value or amount of that security or payment from each Obligor, as if the payment, discharge, avoidance or reduction had not occurred, and

23 2 3 the Security Agent shall be entitled to enforce this deed subsequently as if such payment, discharge, avoidance or reduction had not occurred

**23 3 Discharge conditional**

Any release, discharge or settlement between any Chargor and the Security Agent or any other Secured Party shall be deemed conditional upon no payment or security received by the Security Agent or such other Secured Party in respect of the Secured Liabilities being avoided or reduced or ordered to be refunded pursuant to any provision of any enactment relating to insolvency, bankruptcy, winding-up, administration or receivership and, notwithstanding any such release, discharge or settlement

23 3 1 the Security Agent or its nominee shall be at liberty to retain this deed and the Security created by or pursuant to this deed, including all certificates and documents relating to the Charged Assets or any part thereof, for such period as the Security Agent shall deem necessary to provide the Security Agent with security against any such avoidance or reduction or order for refund, and

23 3 2 the Security Agent shall be entitled to recover the value or amount of such security or payment from the Chargor concerned subsequently as if such settlement, discharge or release had not occurred and each Chargor agrees with the Security Agent accordingly and charges the Charged Assets and the proceeds of sale thereof with any liability under this clause, whether actual or contingent

**24 Service of process**

Without prejudice to any other mode of service allowed under any relevant law, each Chargor (other than an Obligor incorporated in England and Wales)

24 1 1 irrevocably appoints Liberis BCA Limited as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document, and

24 1 2 agrees that failure by a process agent to notify any Chargor of the process will not invalidate the proceedings concerned

**25 Enforcement****25 1 Jurisdiction of English courts**

25 1 1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "Dispute")

25 1 2 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

25 1 3 This clause 25 1 for the benefit of the Security Agent only As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions

**26 Governing law**

This deed and any non-contractual obligations arising out of or in connection with it shall be governed by, and shall be construed in accordance with, English law



27      **Counterparts**

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument

**In Witness** whereof this deed has been executed by the Chargors and is intended to be and is hereby delivered as a deed the day and year first above written and has been signed on behalf of the Security Agent

## SCHEDULE 1

## Chargors

Name of Chargor	Registered Number	Registered Office	Jurisdiction of Incorporation
Liberis Limited	05654231	5th Floor 1 Hammersmith Broadway London United Kingdom W6 9DL	England and Wales
Liberis BCA Limited	09444444	5th Floor 1 Hammersmith Broadway London United Kingdom W6 9DL	England and Wales

**SCHEDULE 2**

**PART 1**

**Properties currently owned**

**Part A: Registered Land**

None at the date of this Deed

**Part B Unregistered Land**

None at the date of this Deed

**PART 2**

**Securities**

None at the date of this Debenture

**PART 3****Trade Marks**

<b>Chargor</b>	<b>Trade Mark No.</b>	<b>Mark Text</b>
Libers Limited	EU013166483	LIBERIS
Libers Limited	UK00003021416	LIBERIS
Libers Limited	UK00003022740	Libers (image)

**PART 4****Split Processing Agreements**

<b>Parties</b>	<b>Name of Agreement</b>	<b>Date of Agreement</b>
(1) Libers Limited (2) APS Limited	Merchant cash advance programme split funding agreement	6 October 2014
(1) Libers Limited (formerly known as Merchant Cash Express Limited) (2) Cardnet Merchant Services Limited	Agreement regarding the introduction of merchants through Cardnet Merchant Services Limited to Lloyds Bank plc and related services	30 September 2013
(1) Libers Limited (formerly known as Merchant Cash Express Limited) (2) Elavon Financial Services Limited	Processing services and non-exclusive merchant referral agreement	7 May 2009
(1) Libers Limited (2) FDR Limited	Merchant cash advance programme split funding agreement	23 September 2014

**PART 5****Excluded Agreements**

(1) Liberis Limited (formerly known as Merchant Cash Express Limited)  (2) Cardnet Merchant Services Limited	Agreement regarding the introduction of merchants through Cardnet Merchant Services Limited to Lloyds Bank plc and related services	30 September 2013
(1) Liberis Limited (formerly known as Merchant Cash Express Limited)  (2) Elavon Financial Services Limited	Processing services and non-exclusive merchant referral agreement	7 May 2009
(1) Liberis Limited  (2) FDR Limited	Merchant cash advance programme split funding agreement	23 September 2014

**SCHEDULE 3****Accounts****PART 1****Blocked Accounts**

Chargor	Bank	Account name	Account number	Sort code
Liberis Limited	BCA	Lloyds Bank plc		

**PART 2****Trading Accounts**

Chargor	Bank	Account name	Account number	Sort code
Liberis Limited	BCA	Lloyds Bank plc		
Liberis Limited	Barclays Bank PLC			
Liberis Limited	Barclays Bank PLC			

EXECUTION VERSION

Liberts Limited	Lloyds Bank plc	
Liberts Limited	Lloyds Bank plc	

SCHEDULE 4

PART 1

Form of notice to insurers

From [relevant Chargor] (the "Company")

To [insurer]

[ ] 20[ ]

Dear Sirs

We refer to the [describe policy and its number] (the "Policy")

We hereby give notice that, pursuant to a security agreement dated [ ] 2015 (the "Security Agreement"), we have assigned to Shawbrook Bank Limited as trustee for the Secured Parties (as defined therein) (the "Security Agent") all our right, title, interest and benefit in and to the Policy

We irrevocably authorise and instruct you from time to time

- (a) to disclose to the Security Agent without any reference to or further authority from us (and without any enquiry by you as to the justification for each disclosure), such information relating to the Policy as the Security Agent may at any time and from time to time request,
- (b) to the extent that you have received a notice from the Security Agent that its security under the Security Agreement is enforceable
  - i to hold all sums from time to time due and payable by you to us under the Policy to the order of the Security Agent,
  - ii to pay or release all or any part of the sums from time to time due and payable by you to us under the Policy only in accordance with the written instructions given to you by the Security Agent from time to time,
  - iii to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Policy, the sums payable to us from time to time under the Policy or the debts represented thereby which you receive at any time from the Security Agent without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction, and
- (c) to send copies of all notices and other information given or received under the Policy to the Security Agent

From such times as the Security Agent's security under the Security Agreement is enforceable, we are not permitted to receive from you, otherwise than through the Security Agent, any amount in respect of or on account of the sums payable to us from time to time under the Policy. We are not permitted or to agree any amendment or supplement to, or waive any obligation under, the Policy without the prior written consent of the Security Agent

This notice may only be revoked or amended with the prior written consent of the Security Agent

**EXECUTION VERSION**

Please confirm by completing the enclosed acknowledgement and returning it to the Security Agent (with a copy to us) that

- (a) you accept the instructions and authorisations contained in this notice,
- (b) you have not, at the date this notice is returned to the Security Agent, received any notice that any third party has or will have any right or interest in, or has made, or will be making any claim or demand or taking any action in respect of, the rights of the Company under or in respect of the Policy and you will notify the Security Agent promptly if you should do so in future,
- (c) you will pay or release all or part of the amounts from time to time due and payable by you under the Policy in accordance with the written instructions given to you by the Security Agent from time to time,
- (d) you will not exercise any right to terminate, cancel, vary or waive the Policies or take any action to amend or supplement the Policies without first giving 14 days' written notice to the Security Agent, and
- (e) that the Security Agent's interest as mortgagee and first loss payee is noted on the Policy

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

Yours faithfully

for and on behalf of  
[                      ]



**PART 2**

**Form of acknowledgement from insurers**

From [insurer]

To Shawbrook Bank Limited (the "Security Agent")

[ ] 20[ ]

Dear Sirs

We acknowledge receipt of a notice dated [ ] (the "Notice") and addressed to us by

[ ] (the "Company") regarding the Policy (as defined in the Notice)

- (a) we accept the instructions and authorisations contained in this notice,
- (b) we have not, at the date of this acknowledgement, received any notice that any third party has or will have any right or interest in, or has made, or will be making any claim or demand or taking any action in respect of, the rights of the Company under or in respect of the Policy and we will notify the Security Agent promptly if you should do so in future,
- (c) from such time as we receive notice that the Security Agent's security is enforceable, we will pay or release all or part of the amounts from time to time due and payable by us under the Policy in accordance with the written instructions given to us by the Security Agent from time to time,
- (d) we will not exercise any right to terminate, cancel, vary or waive the Policies or take any action to amend or supplement the Policies without first giving 14 days' written notice to the Security Agent, and
- (e) the Security Agent's interest as mortgagee and first loss payee is noted on the Policy

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

Yours faithfully

[insurer]

SCHEDULE 5

PART 1

Form of notice to counterparties of Assigned Agreements

From [relevant Chargor]

To [counterparty]

[ ] 20[ ]

Dear Sirs

We refer to the [describe relevant Assigned Agreement] (the "**Agreement**")

We hereby notify you that pursuant to a security agreement dated [ ] 2015 (the "**Security Agreement**") we have assigned to Shawbrook Bank Limited as trustee for the Secured Parties (as defined therein) (the "**Security Agent**") absolutely (subject to a proviso for reassignment on redemption) all our right, title, interest and benefit in and to the Agreement

We further notify you that

- (a) we may not agree to amend, modify or terminate the Agreement without the prior written consent of the Security Agent,
- (b) subject to paragraph (a) above you may continue to deal with us in relation to the Agreement until you receive written notice from the Security Agent that its security under the Agreement is enforceable. Thereafter we will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Agent,
- (c) you are authorised to disclose information in relation to the Agreement to the Security Agent on request,
- (d) from such time as you receive written notice from the Security Agent that its security under the Security Agreement is enforceable, you must pay all monies to which we are entitled under the Agreement direct to the Security Agent (and not to us) unless the Security Agent otherwise agrees in writing, and
- (e) the provisions of this notice may only be revoked with the written consent of the Security Agent

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) by way of confirmation that

- (i) you agree to the terms set out in this notice and to act in accordance with its provisions, and
- (ii) you have not received notice that we have assigned our rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party

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

Yours faithfully

for and on behalf of

PART 2

Form of acknowledgement from counterparties of Assigned Agreements

From [counterparty]

To Shawbrook Bank Limited

Copy to [relevant Chargor]

[ ] 20[ ]

We hereby acknowledge receipt of the notice dated [ ], a copy of which is attached to the acknowledgment (the "Notice") and confirm the matters set out in paragraphs (i) and (ii) of the Notice

for and on behalf of  
[counterparty]

## SCHEDULE 6

## PART 1

## Form of notice of charge to third party bank

To [name and address of third party bank]

Attention [ ]

20[ ]

Dear Sirs

We hereby give you notice that by a security agreement dated [ ] 2015 (the "**Security Agreement**") (a copy of which is attached) we have charged to Shawbrook Bank Limited as trustee for the Secured Parties (as defined therein) (the "**Security Agent**") all our right, title and interest in and to all sums of money which are now or may from time to time in the future be held in the following accounts in our name with you together with all interest credited thereto and the debts represented by those sums

[ ] (together the "**Blocked Accounts**")

together with all sums of money which are now or may from time to time in the future be held in all other accounts in our name with you and not subsequently designated as blocked accounts (the "**Trading Accounts**") together will all interest credited thereto and the debts represented by those sums. In this notice, the Blocked Accounts and the Trading Accounts are together referred to as the "**Accounts**."

We hereby irrevocably instruct and authorise you

- 1 to credit to each Account all interest from time to time earned on the sums of money held in that Account,
- 2 to disclose to the Security Agent, without any reference to or further authority from us and without any liability or inquiry by you as to the justification for such disclosure, such information relating to the Accounts and the sums in each Account as the Security Agent may, at any time and from time to time, request you to disclose to it,
- 3 from such time as the Security Agent notifies you that its security under the Security Agreements is enforceable,
  - (a) to hold all sums from time to time standing to the credit of each Account in our name with you to the order of the Security Agent,
  - (b) to pay or release all or any part of the sums from time to time standing to the credit of each Account in our name with you in accordance with the written instructions of the Security Agent at any time and from time to time, and
  - (c) to comply with the terms of any written notice or instructions in any way relating to the Accounts or the sums standing to the credit of any Account from time to time which you may receive at any time from the Security Agent without any reference to or further authority from us and without any liability or inquiry by you as to the justification for or validity of such notice or instructions

[Please note we are not permitted to withdraw any amount from the Blocked Accounts without the prior written consent of the Security Agent ]<sup>1</sup>

OR

---

<sup>1</sup> Use if a Blocked Account

**EXECUTION VERSION**

[By counter-signing this notice, the Security Agent confirms that we may make withdrawals from the Accounts until such time as the Security Agent shall notify you in writing that their permission is withdrawn, whereupon we will not be permitted to withdraw any amounts from any Account without the prior written consent of the Security Agent ]<sup>2</sup>

These instructions cannot be revoked or varied without the prior written consent of the Security Agent

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

Please confirm your acceptance of the above instructions by returning the attached acknowledgement to the Security Agent with a copy to ourselves

Yours faithfully

By  
for and on behalf of  
[*relevant Chargo*]

---

<sup>2</sup> Use if a Trading Account

PART 2

Form of acknowledgement from third party bank

To Shawbrook Bank Limited

20[ ]

Dear Sirs

We confirm receipt of a notice dated [ ] 20[ ] (the "Notice") from [*relevant Chargor*] (the "Company") of a charge, upon the terms of a Security Agreement dated [ ] 2015, over all the Company's right, title and interest in and to all sums of money which are now or may from time to time in the future be held in the following accounts with us in the name of the Company together with interest relating thereto

[ ] (together the "Accounts")  
We confirm that

- 1 we accept the instructions and authorisations contained in the Notice and undertake to comply with its terms,
- 2 we have not received notice of the interest of any third party in any Account or in the sums of money held in any Account or the debts represented by those sums and we will notify you promptly should we receive notice of any third party interest,
- 3 we have not claimed or exercised, nor will we claim or exercise, any Security or right of set-off or combination or counterclaim or other right in respect of any Blocked Account, the sums of money held in any Blocked Account or the debts represented by those sums,
- 4 [we will not permit any amount to be withdrawn from any Blocked Account except against the signature of one of your authorised signatories,]<sup>3</sup>

OR

- 5 [until you notify us that your security is enforceable, the Company may make withdrawals from the Trading Accounts, upon receipt of such notice we will not permit any amount to be withdrawn from any Trading Account except against the signature of one of your authorised signatories, and]<sup>4</sup>
- 6 we will not seek to modify, vary or amend the terms upon which sums are deposited in the Accounts without your prior written consent

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

Yours faithfully

for and on behalf of  
[third party bank]

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<sup>3</sup> Use if Blocked Account  
<sup>4</sup> Use of Trading Account

SCHEDULE 7

PART 1

Form of irrevocable instruction to Registrar

To [Registrar]

[ ] 20[ ]

Dear Sirs

We advise that we have created a [legal mortgage/equitable charge] in favour of Shawbrook Bank Limited as trustee for the Secured Parties (as defined therein) (the "Security Agent") over all shares in [ ] which are currently held on our behalf [by ] or we may acquire (the "Securities")

We hereby irrevocably direct and authorise you to

- (a) immediately on your being notified of our acquisition of any Securities in [ ] and on being instructed to do so in writing by the Security Agent (but not otherwise) transfer such Securities to an escrow balance in the CREST account you hold for us for [the Security Agent] [[ ] on behalf of the Security Agent] as escrow agent or as it may direct and in the meantime to hold all such Securities on trust for the Security Agent, and
- (b) not transfer any such Securities to any person (including ourselves) or deal with them in any way, except as instructed in writing by the Security Agent and we hereby irrevocably direct and authorise you to act in accordance with any such instructions from the Security Agent

These instructions may not be revoked or varied without the prior written consent of the Security Agent  
Could you please confirm to the Security Agent in the attached form that you will act in accordance with the terms of this letter

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

Yours faithfully

By \_\_\_\_\_  
for and on behalf of  
[relevant Chargor]

PART 2

Form of acknowledgement from Registrar

From [Registrar]  
To Shawbrook Bank Limited

[ ] 20[ ]

Dear Sirs

We refer to the letter from [relevant Chargor] (the "Company") to us dated [ ] 20[ ], a copy of which we attach (the "Letter")

We hereby irrevocably undertake to you that we will

- (a) act in accordance with the terms of the Letter,
- (b) transfer all Securities (as defined in the Letter) currently held on behalf of the Company [by [ ]] to an escrow balance in the CREST account we hold for it for [you] [[ ] on your behalf] as escrow agent,
- (c) upon being instructed by you in writing, transfer any Securities [in [ ]] acquired after the date of this acknowledgement to an escrow balance in the CREST account we hold for the Company for [you] [[ ] on your behalf] as escrow agent, and
- (d) in the meantime hold all such Securities on trust for you and to your order, unless you agree otherwise in writing

We also hereby irrevocably undertake to you that we will hold all documentation (including share certificates) held by us in respect of any Securities [in the capital of [ ]] on trust for you and to your order, unless you agree otherwise in writing

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

Yours faithfully

for and on behalf of  
[Registrar]



## SCHEDULE 8

### Form of CREST Securities letter

From Shawbrook Bank Limited

To [relevant Chargor]

[ ] 20[ ]

Dear Sirs

We refer to the Security Agreement executed by you in our favour prior to our signing this letter under which you created an equitable charge in our favour over the Securities brief particulars of which are set out in the schedule to this letter (the "**Securities**")

By this letter, which is expressly contemplated by the Security Agreement and is to be taken as forming a single agreement with it, we instruct you to give or cause to be given, and you confirm that you shall forthwith give or cause to be given to Euroclear UK & Ireland Limited ("**Euroclear UK & Ireland**") as Operator of the CREST system, all necessary instructions in accordance with Euroclear UK & Ireland's specifications and requirements, and take or procure to be taken such action as shall be required to be taken, to ensure the transfer today [or on the next following business day] of all the Securities into an escrow balance in your member account [ ] in respect of which we/our nominee [ ] Nominees Limited (participant ID [ ]) are/is named as escrow agent. It is acknowledged and agreed that the transfer to escrow will in the shared note field refer to flag 5 which shall be entered by any party to the CREST transfer who is entitled to enter the same

Pending the transfer in CREST to the escrow balance, by signing and returning this letter, you will thereby transfer and confirm the transfer to [us/[ ] Nominees Limited] of your entire interest in the Securities subject to the terms of the Security Agreement referred to above. We acknowledge that the interest and rights conferred upon [us/[ ] Nominees Limited] by such action in relation to the Securities concerned are held and exercisable by [us/[ ] Nominees Limited] subject to the terms of the membership agreement with Euroclear UK & Ireland

It is hereby certified that the transfer of the Securities and of any interest in the Securities is transferred by way of security for a loan

We enclose a duplicate of this letter for your files

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

Yours faithfully

for and on behalf of  
Shawbrook Bank Limited

#### Endorsement

We, the undersigned, being the Chargor referred to above, agree, confirm and declare as set out above

\_\_\_\_\_  
for and on behalf of  
[relevant Chargor]

**SIGNATORIES (TO SECURITY AGREEMENT)**

**The Chargors**

**EXECUTED** as a **DEED** and  
**DELIVERED** by **LIBERIS BCA**  
**LIMITED**  
acting by

)  
)  
)  
)  
)  
)  
)  
)

\_\_\_\_\_

in the presence of

Signature of witness

Name of witness

Address of witness

Occupation of witness

**EXECUTED** as a **DEED** and  
**DELIVERED** by **LIBERIS LIMITED**  
acting by

)  
)  
)  
)  
)  
)  
)  
)

\_\_\_\_\_

in the presence of

Signature of witness

Name of witness

Address of witness

Occupation of witness

**The Security Agent**

**SIGNED by**  
**for and on behalf of SHAWBROOK**  
**BANK LIMITED**

)  
)  
)

