

MR01

Particulars of a charge



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

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where there
instrument Use form MR08

For further information, please
refer to our guidance at
[COMPANIES HOUSE](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 delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

FRIDAY



1 Company details

Company number

Company name in full

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

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

Name

Name

Name

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

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

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

1. FIXED SECURITY

1.1 Fixed charges

The Chargor charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest

(a) by way of first legal mortgage

(1) the Real Property (if any) specified in part 1 of the schedule hereto (Details of Security Assets), and

(11) all other Material Property (if any) at 17 May 2013 vested in, or charged to, the Chargor (not charged by clause 4 1(a)(1) of the Deed);

(See continuation page)

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Trustee statement ①

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X

DHL Paper Vh LLP

X

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

MR01**Particulars of a charge****Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Denise Phillips

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode EC2V 7EE

Country

DX DX 33866 Finsbury Square

Telephone 02077966302

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MR01 - continuation page

Particulars of a charge

| 4 | Description |
|-------------|--|
| Description | <p>Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security</p> <p>(b) by way of first fixed charge:</p> <p>(1) all other Material Property (not charged by clause 4 1(a) of the Deed);</p> <p>(11) all licences to enter upon or use land and the benefit of all other agreements relating to land, and</p> <p>(111) the proceeds of sale of all Material Property,</p> <p>(c) by way of first fixed charge all plant and machinery (not charged by clause 4.1(a) of the Deed or 4 1(b) of the Deed) and the benefit of all contracts, licences and warranties relating to the same;</p> <p>(d) by way of first fixed charge:</p> <p>(1) all computers, vehicles, office equipment and other equipment (not charged by clause 4 1(c) of the Deed); and</p> <p>(11) the benefit of all contracts, licences and warranties relating to the same,</p> <p>other than any which are for the time being part of the Chargor's stock-in-trade or work-in-progress,</p> <p>(e) by way of first fixed charge:</p> <p>(1) the Charged Securities referred to in part 2 of the schedule hereto (Details of Security Assets) and in any Accession Deed, and</p> <p>(11) all other Charged Securities (not charged by clause 4.1(e)(1) of the Deed),</p> <p>in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;</p> |

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Particulars of a charge

| 4 | Description |
|-------------|---|
| | Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security |
| Description | <p>(f) by way of first fixed charge</p> <p>(1) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts,</p> <p>(11) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts,</p> <p>(111) all accounts of the Chargor with any bank, financial institution or other person at any time (not charged by clauses 4.1(f)(1) of the Deed or 4.1(f)(11) of the Deed) and all monies at any time standing to the credit of such accounts,</p> <p>in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,</p> <p>(g) by way of first fixed charge:</p> <p>(1) the Intellectual Property (if any) specified in part 4 of the schedule hereto (Details of Security Assets); and</p> <p>(11) all other Intellectual Property (if any) (not charged by clause 4.1(g)(1) of the Deed);</p> <p>(h) by way of fixed charge all Non-Vesting Receivables and their proceeds as at 17 May 2013 or in the future owing to the Chargor which is a Client under the Receivables Facilities Agreement,</p> <p>(i) by way of first fixed charge the Receivables Purchaser Debt,</p> <p>(j) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (Security assignments) of the Deed, by way of first fixed charge such Assigned Asset;</p> |

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Particulars of a charge

| 4 | Description |
|-------------|---|
| | <p>Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security</p> |
| Description | <p>(k) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed)</p> <p>(1) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Chargor or the use of any of its assets, and</p> <p>(11) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it, and</p> <p>(1) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor</p> <p>1 2 Security assignments</p> <p>The Chargor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:</p> <p>(a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them,</p> <p>(b) each of the following:</p> <p>(1) all Insurances specified in part 5 of the schedule hereto (Details of Security Assets); and</p> <p>(11) all other Insurances (not assigned by clause 4 2(b) (1) of the Deed),</p> <p>and all claims under the Insurances and all proceeds of the Insurances; and</p> <p>(c) all other Relevant Receivables (not assigned under clauses 4.2(a) of the Deed or 4.2(b) of the Deed) and the Excluded Proceeds</p> <p>To the extent that any Assigned Asset described in clause 4 2(b) of the Deed is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Insurances.</p> |

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Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

SCHEDULE





Part 1: Real Property

None at 17 May 2013

Part 2 Charged Securities

| Chargor | Name of company in which shares are held | Class of shares held | Number of shares held | Issued share capital |
|-------------------------|--|----------------------|-----------------------|----------------------|
| Vivid Toy Group Limited | Vivid Imaginations Limited | Ordinary shares | 400,865 | £400,865 |
| | Vivid Europe SA | Ordinary shares | 3,000,000 | €3,000,000 |

Part 3 Charged Accounts

| Cash Collateral Accounts | | | | |
|--------------------------|---|--|---------------|---|
| Account Holder | Account Number | Type - Holding or Mandatory Prepayment | Account Bank | Account bank branch address and sort code] |
| Vivid Toy Group Limited |  | Mandatory Prepayment | HSBC Bank plc | HSBC Bank plc, PO Box 68, 130 New Street, Birmingham, West Midlands, B2 4JU  |
| Vivid Toy Group Limited |  | Holding | HSBC Bank plc | HSBC Bank plc, PO Box 68, 130 New Street, Birmingham, West Midlands, B2 4JU  |

Part 4 Intellectual Property

None at 17 May 2013

Part 5: Material Contracts

None at 17 May 2013

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

Part 6 Insurances

| Chargor | Insurer | Policy number |
|-------------------------|---|-----------------|
| Vivid Toy Group Limited | AIG Europe Limited | 18163621 |
| Vivid Toy Group Limited | Allianz Global Corporate & Specialty AG | SM0067812 |
| Vivid Toy Group Limited | Aviva Insurance Limited | 25FLW4064234 |
| Vivid Toy Group Limited | Liberty Mutual Insurance Europe Limited | BR885899004 |
| Vivid Toy Group Limited | Liberty Mutual Insurance Europe Limited | 1000027715-06 |
| Vivid Toy Group Limited | QBE Insurance (Europe) Limited | Y067483QBE0112A |
| Vivid Toy Group Limited | QBE Insurance (Europe) Limited | Y067487QBE0112A |
| Vivid Toy Group Limited | QBE Insurance (Europe) Limited | Y067095QBE0112A |



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5812979

Charge code: 0581 2979 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th May 2013 and created by VIVID TOY GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th May 2013

DX

Given at Companies House, Cardiff on 28th May 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



DATED

17 May

2013

(1) THE COMPANIES NAMED IN THIS DEED AS ORIGINAL CHARGORS

- and -

(2) HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
as Security Agent

GROUP DEBENTURE

This Debenture is subject to and has the benefit of an Intercreditor Agreement dated on or about the date of this Deed and made between, among others (1) the Original Obligors, (2) the Security Agent and (3) the Secured Parties (as each such term is defined in this Deed).



I CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE, COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE 23 MAY 2013

SIGNED DLA Piper UK LLP
DLA PIPER UK LLP

DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE
United Kingdom
Tel: +44 (0) 8700 111 111
Fax: +44 (0) 161 235 4111

KXC/KXC/113920/120473/UKM/48766569 348766559 1

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THIS DEBENTURE is made on

17 May

2013

BETWEEN:

- (1) THE COMPANIES LISTED IN SCHEDULE 1 TO THIS DEED (the "Original Chargors"), and
- (2) HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED (as security trustee for the Secured Parties (as defined below) (in such capacity, the "Security Agent")

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed

- (a) terms defined in, or construed for the purposes of, the Senior Facilities Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed); and

- (b) at all times the following terms have the following meanings

"Accession Deed" means an accession deed substantially in the form set out in schedule 6 (*Form of Accession Deed*),

"Account Bank" means

- (a) HSBC Bank plc of 8 Canada Square, London E14 5HQ; and/or
- (b) such other bank with which any Collection Account or Cash Collateral Account or Charged Account is maintained from time to time,

"Act" means the Law of Property Act 1925,

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*),

"Cash Collateral Accounts" means each

- (a) Mandatory Prepayment Account, and
- (b) each Holding Account,

(each as defined in the Senior Facilities Agreement and including but not limited to the accounts (if any) specified as such in part 3 of schedule 2 (*Details of Security Assets*) and in any Accession Deed),

"Charged Accounts" means each

- (a) Collection Account,

- (b) Cash Collateral Account; and
- (c) other account charged by or pursuant to this Deed and in any Accession Deed,

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,

"Charged Securities" means

- (a) the securities specified in part 2 of schedule 2 (*Details of Security Assets*) and in any Accession Deed; and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "*investments*" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Deed) now or in future owned (legally or beneficially) by a Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Chargor has an interest at any time,

"Chargors" means

- (a) the Original Chargors, and
- (b) any other company which accedes to this Deed pursuant to an Accession Deed,

"Client" has the meaning given to that term in the Intercreditor Agreement,

"Collection Account" means

- (a) the accounts (if any) specified against its name in part 3 of schedule 2 (*Details of Security Assets*) and in any Accession Deed as a Collection Account,
- (b) such specially designated account(s) with the Security Agent as the Security Agent may from time to time direct,
- (c) such other account(s) with such other bank as the Security Agent may from time to time direct,

together with all additions to or renewals or replacements thereof (in whatever currency),

"Debenture Security" means the Security created or evidenced by or pursuant to this Deed or any Accession Deed;

"Debt" means "**Receivable**" as that term is defined in the Intercreditor Agreement;

"Debtor" has the meaning given to that term in the Intercreditor Agreement;

"Declared Date" means the date following the occurrence of a Termination Event upon which the Receivables Purchaser declares that it, or its agent, has collected the maximum possible proceeds of all and any Debts outstanding on or after the date of the relevant Termination Event having exercised its rights under the Receivables

Facilities Agreement and conducted its usual business practices with a view to maximising realisations from such Debts (at all times insofar as such action remains, in the opinion of the Receivables Purchaser acting reasonably and in good faith, economic and cost effective),

"Declared Default" means an Event of Default in respect of which any notice has been issued or rights exercised by the Agent under clause 26 17 (*Acceleration*) of the Senior Facilities Agreement,

"Default Rate" means the rates of interest determined in accordance with clause 12.3 (*Default Interest*) of the Senior Facilities Agreement;

"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver;

"Event of Default" means each Event of Default as defined in the Senior Facilities Agreement,

"Excluded Asset Right" means

- (a) any asset, and
- (b) any rights related to that particular asset, subject to or deriving from any agreement, licence, contract, agreement for sale or agreement for lease with any person which is not a member of the Group and which is permitted by the Senior Facilities Agreement, which a Chargor has an interest under,

in relation to which any licence or other agreement either precludes absolutely or conditionally (including requiring the consent of any third party) the relevant Chargor from creating any charge over its interest in that asset,

"Excluded Debt" means any monetary claim or other obligation payable by either

- (a) Argos Limited, or
- (b) Tesco Stores Limited,

in each case, pursuant to a Supply Chain Finance Agreement;

"Excluded Proceeds" means all and any monies paid to a Nominated Account which are not the proceeds of Debts;

"ID Related Rights" has the meaning given to **"Associated Rights"** in the Receivables Facilities Agreement;

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Chargor, or in which a Chargor from time to time has an interest (including, without limitation the policies of insurance (if any) specified in part 6 of schedule 2 (*Details of Security Assets*) and in any Accession Deed),

"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Chargor in, or relating to

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each Chargor (which may now or in the future subsist),

(including, without limitation, the intellectual property rights (if any) specified in part 4 of schedule 2 (*Details of Security Assets*) and in any Accession Deed),

"Liabilities" has the meaning given to that term in the Intercreditor Agreement,

"Material Property" means each Real Property other than any leasehold interest that has

- (a) a full open market rent payable in respect thereof; and
- (b) a term of 15 years or less to run on the lease from the date of this Debenture (or in the case of any future acquired leasehold interest, from the date of acquisition of such leasehold interest by the relevant Chargor),

"Nominated Account" has the meaning given to the term "Collection Account" in the Receivables Facilities Agreement;

"Non-Vesting Receivables" has the meaning given to that term in the Intercreditor Agreement,

"Party" means a party to this Deed,

"Planning Acts" means (a) the Town and Country Planning Act 1990, (b) the Planning (Listed Buildings and Conservation Areas) Act 1990, (c) the Planning (Hazardous Substances) Act 1990, (d) the Planning (Consequential Provisions) Act 1990, (e) the Planning and Compensation Act 1991, (f) any regulations made pursuant to any of the foregoing and (g) any other legislation of a similar nature;

"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to any Chargor, or in which any Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 2 (*Details of Security Assets*) and in any Accession Deed), together with

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (b) all easements, rights and agreements in respect thereof, and
- (c) the benefit of all covenants given in respect thereof,

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and
- (b) all proceeds of any of the foregoing,

other than an Excluded Debt,

"Receivables Facilities Agreement" has the meaning given to that term in the Intercreditor Agreement,

"Receivables Purchaser" means the Receivables Purchaser under the Intercreditor Agreement,

"Receivables Purchaser Debt" means all and any sums due from the Receivables Purchaser to a Chargor which is a Client under the Receivables Facilities Agreement, pursuant to the terms of the Receivables Facilities Agreement, on or after the Declared Date,

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Security Agent under this Deed,

"Related Rights" means, in relation to any Charged Security

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

"Relevant Contract" means each agreement specified in part 5 of schedule 2 (*Details of Security Assets*) or specified in any Accession Deed as a *"Material Contract"* together with each other agreement supplementing or amending or novating or replacing the same,

"Relevant Receivables" means

- (a) prior to the Termination Date (as defined in the Receivables Facilities Agreement), all Receivables other than Debts and ID Related Rights, and
- (a) on and after the Termination Date (as defined in the Receivables Facilities Agreement) all Receivables,

"Secured Obligations" means all the Liabilities and all other present and future obligations at any time due, owing or incurred by any member of the Group and by

each Debtor to any Secured Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity,

"Secured Parties" means the Security Agent, any Receiver or Delegate and each of the Finance Parties from time to time but, in the case of each Finance Party, only if it is a party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to clause 20.9 (*Creditor Accession Undertaking*) of the Intercreditor Agreement,

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed,

"Security Period" means the period beginning on the date of this Deed and ending on the date on which.

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents;

"Senior Facilities Agreement" means the senior sterling term and multicurrency revolving facilities agreement originally dated 26 June 2006 as amended pursuant to an amendment letter dated 25 June 2008 and a further amendment letter dated 12 May 2011 and as amended and restated as at the date of this Deed and made between, amongst others, (1) Vivid Toy Group Limited as Parent, (2) the companies listed in part 1 of schedule 1 therein as Original Borrowers, (3) the companies listed in part 1 of schedule 1 therein as Original Guarantors, (4) HSBC Bank plc and the Royal Bank of Scotland plc as Mandated Lead Arrangers, (5) HSBC Bank plc and the Royal Bank of Scotland plc (acting as agent for National Westminster Bank plc) as Original Lenders, (6) HSBC Bank plc as Agent, (7) HSBC Corporate Trustee Company (UK) Limited as Security Agent and (8) HSBC Bank plc and The Royal Bank of Scotland plc (acting as agent for National Westminster Bank plc) as FFEC Facility Lenders, pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers;

"Supply Chain Finance Agreements" means any of (1) the supply chain finance agreement dated 23 March 2012 between Vivid Imaginations Limited and Santander Factoring y Confirming S A EFC in relation to the company's receivables for Tesco Stores Limited and (2) the supply chain finance agreement dated 10 May 2010 (as amended on 4 August 2010) and made between Vivid Imaginations Limited and HSBC Invoice Finance (UK) Limited in relation to the company's receivables for Argos Limited (in each case, as in force on the date of this Deed),

"Termination Date" has the meaning given to that term in the Receivables Facilities Agreement, and

"Termination Event" has the meaning given to that term in the Receivables Facilities Agreement

1.2 Interpretation

- (a) Unless a contrary indication appears, in this Deed the provisions of clause 1.2 (*Interpretation*) of the Senior Facilities Agreement (other than clause 1.2(d)) apply to this Deed as though they were set out in full in this Deed, except that references to "*this Agreement*" will be construed as references to this Deed
- (b) Unless a contrary indication appears, any reference in this Deed to:
 - (i) a "**Chargor**", the "**Receivables Purchaser**", the "**Security Agent**" or any other "**Secured Party**" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;
 - (ii) "**this Deed**", the "**Receivables Facilities Agreement**", the "**Senior Facilities Agreement**", any other "**Finance Document**" or any other agreement or instrument is a reference to this Deed, the Receivable Facilities Agreement, the Senior Facilities Agreement, that other Finance Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any member of the Group or provides for further advances), and
 - (iii) "**Secured Obligations**" includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any member of the Group
- (c) Each undertaking of a Chargor (other than a payment obligation) contained in this Deed
 - (i) must be complied with at all times during the Security Period, and
 - (ii) is given by such Chargor for the benefit of the Security Agent and each other Secured Party.
- (d) The terms of the other Finance Documents, and of any side letters between any of the parties to them in relation to any Finance Document, are incorporated in this Deed to the extent required to ensure that any disposition of the Real Property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- (e) If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any Security for those obligations or otherwise) is made by the Security Agent in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in liquidation, administration or otherwise, without limitation, then the liability of each Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred
- (f) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand

1.3 Joint and several

The liabilities and obligations of each Chargor under this Deed are joint and several. Each Chargor agrees to be bound by this Deed notwithstanding that any other Chargor which was intended to sign or be bound by this Deed did not so sign or is not bound by this Deed.

1.4 Inconsistency between this Deed and the Intercreditor Agreement

If there is any conflict or inconsistency between any provision of this Deed and any provision of the Intercreditor Agreement, the provision of the Intercreditor Agreement shall prevail.

1.5 Trust

All Security and dispositions made or created, and all obligations and undertakings contained, in this Deed to, in favour of or for the benefit of the Security Agent are made, created and entered into in favour of the Security Agent as trustee for the Secured Parties from time to time on the terms of the Intercreditor Agreement.

1.6 Third party rights

Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed. Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time. Any Receiver, or any Delegate of the Security Agent may, subject to this clause 1.6 (*Third Party Rights*) and the Contracts (Rights of Third Parties) Act 1999, rely on any clause of this Deed which expressly confers rights on it.

2. COVENANT TO PAY

2.1 Covenant to pay

- (a) Each Chargor, as principal obligor and not merely as surety, covenants in favour of the Security Agent that it will pay and discharge the Secured Obligations from time to time when they fall due.
- (b) Every payment by a Chargor of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with the Finance Document under which such sum is payable to that Secured Party, shall operate in satisfaction to the same extent of the covenant contained in clause 2.1(a).

2.2 Default interest

Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis (at the Default Rate).

3. GRANT OF SECURITY

3.1 Nature of security

All Security and dispositions created or made by or pursuant to this Deed are created or made.

- (a) in favour of the Security Agent,

- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- (c) as continuing security for payment of the Secured Obligations

3.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to this Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

4. FIXED SECURITY

4.1 Fixed charges

Each Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

- (a) by way of first legal mortgage
 - (i) the Real Property (if any) specified in part 1 of schedule 2 (*Details of Security Assets*) and in any Accession Deed; and
 - (ii) all other Material Property (if any) at the date of this Deed vested in, or charged to, such Chargor (not charged by clause 4 1(a)(i)),
- (b) by way of first fixed charge
 - (i) all other Material Property (not charged by clause 4 1(a)),
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and
 - (iii) the proceeds of sale of all Material Property,
- (c) by way of first fixed charge all plant and machinery (not charged by clause 4.1(a) or 4 1(b)) and the benefit of all contracts, licences and warranties relating to the same;
- (d) by way of first fixed charge
 - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 4 1(c)), and
 - (ii) the benefit of all contracts, licences and warranties relating to the same,

other than any which are for the time being part of any Chargor's stock-in-trade or work-in-progress;
- (e) by way of first fixed charge
 - (i) the Charged Securities referred to in part 2 of schedule 2 (*Details of Security Assets*) and in any Accession Deed, and
 - (ii) all other Charged Securities (not charged by clause 4 1(e)(i)),

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which such Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;

(f) by way of first fixed charge

- (i) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts;
- (ii) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts,
- (iii) all accounts of such Chargor with any bank, financial institution or other person at any time (not charged by clauses 4.1(f)(i) or 4.1(f)(ii)) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

(g) by way of first fixed charge

- (i) the Intellectual Property (if any) specified in part 4 of schedule 2 (*Details of Security Assets*) and in any Accession Deed, and
- (ii) all other Intellectual Property (if any) (not charged by clause 4.1(g)(i)),

(h) by way of fixed charge all Non-Vesting Receivables and their proceeds now or in the future owing to a Chargor which is a Client under the Receivables Facilities Agreement;

(i) by way of first fixed charge the Receivables Purchaser Debt,

(j) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (*Security assignments*), by way of first fixed charge such Assigned Asset;

(k) by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed):

- (i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of such Chargor or the use of any of its assets; and
- (ii) any letter of credit issued in favour of such Chargor and all bills of exchange and other negotiable instruments held by it, and

(l) by way of first fixed charge all of the goodwill and uncalled capital of such Chargor

4.2 Security assignments

Each Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:

- (a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;

- (b) each of the following
 - (i) all Insurances specified in part 6 of schedule 2 (*Details of Security Assets*), and
 - (ii) all other Insurances (not assigned by clause 4.2(b)(i)),
 and all claims under the Insurances and all proceeds of the Insurances; and
- (c) all other Relevant Receivables (not assigned under clauses 4.2(a) or 4.2(b)) and the Excluded Proceeds

To the extent that any Assigned Asset described in clause 4.2(b) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Chargor to any proceeds of such Insurances

4.3 Notice of assignment and/or charge - notice

Immediately upon the execution of this Deed (and immediately upon the obtaining of any Insurance after the date of this Deed) each Chargor shall.

- (a) in respect of each of its Insurances, deliver a duly completed notice of assignment to each other party to that Insurance, and shall use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 5 (*Form of notice to and acknowledgement by insurers*), and
- (b) in respect of the Charged Accounts deliver a duly completed notice to the Account Bank and shall use its reasonable endeavours to procure that the Account Bank executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 3 (*Form of notice to and acknowledgement from Account Bank*),

or, in each case, in such other form as the Security Agent shall agree

4.4 Notice of assignment and/or charge - upon a Declared Default

Immediately upon a Declared Default each Chargor will in respect of each Relevant Contract to which it is a party, deliver a duly completed notice of assignment to each other party to that Relevant Contract, and use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 4 (*Form of notice to and acknowledgement by party to Relevant Contract*)

4.5 Assigned Assets

The Security Agent is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Deed.

4.6 Leases restricting charging

- (a) There shall be excluded from the charges created by clauses 4.1 (*Fixed charges*) and from the operation of clause 20 (*Further assurance*) any leasehold property held by a Chargor under a lease which either precludes 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

- (b) For each Excluded Property, each relevant Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within twenty-one days of the date of this Deed or within fourteen days of the date of execution of an Accession Deed by it and, in respect of each Excluded Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all reasonable endeavours to obtain that consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent under clause 4 1 (*Fixed charges*) If required by the Security Agent at any time following receipt of that waiver or consent, the relevant Chargor will execute a valid legal mortgage in such form as the Security Agent shall reasonably require.

4.7 Intellectual Property restricting charging

- (a) There shall be excluded from the charges created by clauses 4 1 (*Fixed charges*) and from the operation of clause 20 (*Further assurance*) any Intellectual Property in which a Chargor has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its interest in that Intellectual Property (each an "**Excluded Intellectual Property Right**") until the relevant condition or waiver has been satisfied or obtained
- (b) For each Excluded Intellectual Property Right, each relevant Chargor undertakes, on request by the Security Agent (acting reasonably) on a Default, to apply for the relevant consent or waiver of prohibition or condition and, in respect of any licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging (for this purpose a "**Relevant Intellectual Property Right**"), to use its reasonable endeavours to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property Right shall stand charged to the Security Agent under clause 4 1 (*Fixed charges*) If required by the Security Agent, at any time following receipt of that waiver or consent, the relevant Chargor will execute a valid legal charge or legal assignment in such form as the Security Agent shall reasonably require

4.8 Other assets restricting charging

In respect of any Excluded Asset Right charged pursuant to clause 5 (*Floating charge*) of this Deed, should any notice be served or proceedings commenced by the relevant third party to terminate the Excluded Asset Right, the Security Agent will (at the expense and cost of the Chargors) release the relevant Excluded Asset Right from the floating charge created under this Deed provided that if, in the reasonable opinion of the Security Agent, such release would prejudice the floating charge created under this Deed from being a qualifying floating charge for the purpose of the Insolvency Act 1986, the Security Agent can require the Chargors to use their reasonable endeavours to obtain the consent of the relevant third party to the floating charge created under this Deed charging the relevant Excluded Asset Rights

5. FLOATING CHARGE

Each Chargor charges and agrees to charge by way of first floating charge all of its present and future:

- (a) assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to clause 4.1 (*Fixed charges*), clause 4.2 (*Security assignments*) or any other provision of this Deed, and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

6. CONVERSION OF FLOATING CHARGE

6.1 Conversion by notice

The Security Agent may, by written notice to a Chargor, convert the floating charge created under this Deed into a fixed charge as regards all or any of the assets of such Chargor specified in the notice if

- (a) an Event of Default has occurred and is continuing, or
- (b) the Security Agent (acting reasonably) considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

6.2 Small companies

The floating charge created under this Deed by any Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of such Chargor

6.3 Automatic conversion

The floating charge created under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge

- (a) in relation to any Security Asset which is subject to a floating charge if:
 - (i) such Chargor creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Agent, or
 - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and
- (b) over all Security Assets of a Chargor which are subject to a floating charge if an administrator is appointed in respect of such Chargor or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986)

6.4 Scottish property

Clause 6.3 (*Automatic conversion*) will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion

6.5 Partial conversion

The giving of a notice by the Security Agent pursuant to clause 6.1 (*Conversion by notice*) in relation to any class of assets of any Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the other Secured Parties

6.6 De-Crystallisation

If the floating charge over any Security Asset created by or pursuant to clause 5 (*Floating Charge*) is converted into a fixed charge under this clause 6, it shall be converted into a floating charge over such Security Asset if the Security Agent (in its absolute discretion) gives notice in writing to the relevant Chargor to that effect

7. CONTINUING SECURITY

7.1 Continuing security

Subject to clause 3.1.1 (*Release*), the Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period

7.2 Additional and separate security

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

7.3 Right to enforce

This Deed may be enforced against each or any Chargor without the Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them

8. LIABILITY OF CHARGORS RELATING TO SECURITY ASSETS

Notwithstanding anything contained in this Deed or implied to the contrary, each Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Agent is under no obligation to.

- (a) perform or fulfil any such condition or obligation;
- (b) make any payment in respect of any such condition or obligation,
- (c) make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor;
- (d) present or file any claim or take any other action to collect or enforce the payment of any amount to which it or the Chargor may be entitled, or
- (e) exercise any rights to which it or the Chargor may be entitled

9. ACCOUNTS

No monies at any time standing to the credit of any account (of any type and however designated) of any Chargor with the Security Agent and/or any other Secured Party (or any of them) or in which any Chargor has an interest (and no rights and benefits relating thereto) shall be capable of being assigned to any person other than a Secured Party

10. REPRESENTATIONS

10.1 General

Each Chargor makes the representations and warranties set out in this clause 10 to the Security Agent and to each other Secured Party

10.2 Ownership of Security Assets

Each Chargor is the sole legal and beneficial owner of all of the Security Assets identified against its name in schedule 2 (*Details of Security Assets*), except in respect of those Charged Securities (if any) which are stated to be held by a nominee for a Chargor, in which case such Chargor is the beneficial owner only of such Charged Securities (for the avoidance of doubt, this includes two shares held by Nicholas John Austin and one share held by Edward Alan Bennie in Vivid Imaginations (Far East) Limited on trust for Vivid Imaginations Limited)

10.3 Charged Securities

The Charged Securities listed in part 2 of schedule 2 (*Details of Security Assets*) are fully paid and constitute the entire share capital owned by each Chargor in the relevant company and constitute the entire share capital of each such company

10.4 Real Property

In relation to the Real Property part 1 of schedule 2 (*Details of Security Assets*) identifies all Material Property which is beneficially owned by each Chargor at the date of this Deed

10.5 Time when representations made

- (a) All the representations and warranties in this clause 10 are made by each Original Chargor on the date of this Deed and (except for those in clause 10 3 (*Charged Securities*) and clause 10 4 (*Real Property*)) are also deemed to be made by each Chargor:
 - (i) on the date of each Utilisation Request and each Utilisation Date under the Senior Facilities Agreement,
 - (ii) on the first day of each Interest Period under the Senior Facilities Agreement, and
 - (iii) (in the case of a company that accedes to the terms of this Deed pursuant to an Accession Deed) on the day on which it becomes a Chargor
- (b) Each representation or warranty deemed to be made after the date of this Deed shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

11. UNDERTAKINGS BY THE CHARGORS

11.1 Negative pledge and Disposals

No Chargor shall do or agree to do any of the following without the prior written consent of the Security Agent

- (a) create or permit to subsist any Security or Quasi-Security on any Security Asset other than as created by this Deed and except for a Permitted Security or as otherwise permitted by the Senior Facilities Agreement, or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Transaction or as otherwise permitted under the Senior Facilities Agreement)

11.2 Deposit of documents and notices

Each Chargor shall

- (a) unless the Security Agent otherwise confirms in writing (and without prejudice to clause 11.9(a)), deposit with the Security Agent
 - (i) all deeds and documents of title relating to the Security Assets, and
 - (ii) all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of a Chargor,(each of which the Security Agent may hold throughout the Security Period), and
- (b) as soon as possible following a request by a Security Agent, affix to any plant, machinery, fixtures, fittings, computers, vehicles, office equipment, other equipment and other asset for the time being owned by it, the value of which exceeds £75,000, (in a prominent position) a durable notice of this Deed (in any form reasonably required by the Security Agent).

11.3 Real Property undertakings - acquisitions and notices to Land Registry

- (a) Each Chargor shall notify the Security Agent immediately upon the acquisition of any Material Property
- (b) Each Chargor shall, in respect of any Material Property which is acquired by it after the date of this Deed, the title which is registered at Land Registry or the title to which is required to be so registered
 - (i) give Land Registry written notice of this Deed, and
 - (ii) procure that notice of this Deed is clearly noted in the Register to each such title

11.4 Real Property undertakings - title investigation

Each Chargor shall grant the Security Agent on request all reasonable facilities within the power of such Chargor to enable the Security Agent (or its lawyers) to carry out investigations of title to the Material Property and to make all enquiries in relation to any

part of the Material Property which a prudent mortgagee might carry out Those investigations shall be carried out at the expense of the Chargor

11.5 Insurance

- (a) Each Chargor shall at all times comply with its obligations as to insurance contained in the Senior Facilities Agreement (and in particular, clause 25.23 of the Senior Facilities Agreement).
- (b) If at any time any Chargor defaults in
 - (i) effecting or keeping up the insurances required under the Senior Facilities Agreement , or
 - (ii) producing any insurance policy or receipt to the Security Agent on demand,the Security Agent may (without prejudice to its rights under clause 12 (*Power to remedy*)) take out or renew such policies of insurance in any sum which the Security Agent may reasonably think expedient All monies which are expended by the Security Agent in doing so shall be deemed to be properly paid by the Security Agent and shall be reimbursed by such Chargor on demand
- (c) Each Chargor shall notify the Security Agent if any claim arises or may be made under the Insurances
- (d) Each Chargor shall, subject to the rights of the Security Agent under clause 11.5(e), diligently pursue its rights under the Insurances
- (e) In relation to the proceeds of Insurances:
 - (i) the Security Agent shall be loss payee under and have the sole right to settle or sue for any such claim and to give any discharge for insurance monies, and
 - (ii) all claims and monies received or receivable under any Insurances shall (subject to the rights or claims of any lessor or landlord of any part of the Security Assets) be applied in accordance with the Senior Facilities Agreement or (if no requirement as to application is so imposed) in repairing, replacing, restoring or rebuilding the property damaged or destroyed or in each case after the occurrence of a Declared Default, in permanent reduction of the Secured Obligations in accordance with the Senior Facilities Agreement

11.6 Dealings with and realisation of Non-Vesting Receivables, Excluded Proceeds and the Receivables Purchaser Debt

- (a) Each Chargor shall
 - (i) only deal with the Non-Vesting Receivables and the proceeds thereof as if they had been effectively assigned to the Receivables Purchaser in accordance with the Receivables Facilities Agreement, and

- (ii) without prejudice to clause 11.1 (*Negative pledge and Disposals*) (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Agent, sell, assign, charge, factor or discount or in any other manner deal with
 - (A) any ID Related Rights, or
 - (B) any Debts, Non-Vesting Receivables or Excluded Proceeds (other than prior to the Termination Date in accordance with the Receivables Facilities Agreement) or after the Termination Date as permitted by the Finance Documents,
- (iii) (except where monies are required to be paid into a Mandatory Prepayment Account or Holding Account in accordance with the terms of any other Finance Document) immediately upon receipt pay all monies which it receives in respect of the Relevant Receivables into a Collection Account; and
- (iv) pending such payment, hold all monies so received upon trust for the Security Agent.
- (b) Each Chargor shall deal with the Relevant Receivables (both collected and uncollected) and the Collection Accounts in accordance with any directions given in writing from time to time by the Security Agent and, in default of and subject to such directions, in accordance with this Deed.
- (c) Each Chargor shall deliver to the Security Agent such information as to the amount and nature of its Relevant Receivables as the Security Agent may from time to time reasonably require (taking into account the requirements of the Finance Documents)
- (d) Each Chargor irrevocably authorises the Security Agent to instruct the Receivables Purchaser
 - (i) to deal with the Receivables Purchaser Debt as the Security Agent sees fit,
 - (ii) to transfer the proceeds of the Receivables Purchaser Debt to a Collection Account, the details of which the Security Agent notifies to the Receivables Purchaser from time to time; and
 - (iii) to retain the proceeds of the Receivables Purchaser Debt in the relevant Collection Account until the Secured Obligations have been discharged in full.

11.7 Operation of Collection Accounts

- (a) Whilst an Event of Default is continuing, no Chargor shall withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Collection Account without the prior written consent of the Security Agent and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer
- (b) If the right of a Chargor to withdraw the proceeds of any Relevant Receivables standing to the credit of a Collection Account results in the charge over that Collection Account being characterised as a floating charge, that will not affect the

nature of any other fixed security created by any Chargor under this Deed on all its outstanding Receivables.

11.8 Operation of Cash Collateral Accounts

No Chargor shall withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Cash Collateral Account unless expressly permitted to do so under the Senior Facilities Agreement or with the prior written consent of the Security Agent and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer

11.9 Charged Investments - protection of security

- (a) Each Chargor shall, immediately upon execution of this Deed or (if later) as soon as is practicable after its acquisition of any Charged Securities, by way of security for the Secured Obligations.
 - (i) deposit with the Security Agent (or as the Security Agent may direct) all certificates and other documents of title or evidence of ownership to the Charged Securities and their Related Rights, and
 - (ii) execute and deliver to the Security Agent
 - (A) instruments of transfer in respect of the Charged Securities (executed in blank and left undated), and/or
 - (B) such other documents as the Security Agent shall require to enable it (or its nominees) to be registered as the owner of or otherwise to acquire a legal title to the Charged Securities and their Related Rights (or to pass legal title to any purchaser)
- (b) In respect of any Charged Investment held by or on behalf of any nominee of any clearance or settlement system, each Chargor shall immediately upon execution of this Deed or (if later) immediately upon acquisition of an interest in such Charged Investment deliver to the Security Agent duly executed stock notes or other document in the name of the Security Agent (or as it may direct) issued by such nominee and representing or evidencing any benefit or entitlement to such Charged Investment.
- (c) Each Chargor shall
 - (i) promptly give notice to any custodian of any agreement with such Chargor in respect of any Charged Investment in a form the Security Agent may require; and
 - (ii) use its reasonable endeavours to ensure that the custodian acknowledges that notice in a form the Security Agent may require
- (d) If so requested by the Security Agent, each Chargor shall:
 - (i) instruct any clearance system to transfer any Charged Investment held by it for such Chargor or its nominee to an account of the Security Agent or its nominee with such clearance system, and
 - (ii) take whatever action the Security Agent may request for the dematerialisation or rematerialisation of any Charged Investment held in a clearance system

Without prejudice to the rest of this clause 11.9, the Security Agent may, at the expense of the relevant Chargor, take whatever action is required for the dematerialisation or rematerialisation of the Charged Investments.

- (e) Each Chargor shall promptly pay all calls or other payments which may become due in respect of its Charged Investments
- (f) No Chargor shall nominate another person to enjoy or exercise all or any specified rights of the Chargor in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise.
- (g) Each Chargor shall comply with all requests for information within its knowledge relating to the Charged Investments which are made under section 793 of the Companies Act 2006 or which could be made under section 793 if the relevant company were a public limited company or under any similar provision contained in the articles of association or other constitutional documents of the relevant company relating to the Charged Investments and, if it fails to do so, the Security Agent may provide such information as it may have on behalf of such Chargor

11.10 Rights of the Parties in respect of Charged Investments

- (a) Unless an Event of Default is continuing, each Chargor shall be entitled to
 - (i) pay (if permitted pursuant to the terms of the Senior Facilities Agreement), receive and retain all dividends, distributions and other monies paid on or derived from its Charged Securities, and
 - (ii) exercise all voting and other rights and powers attaching to its Charged Securities, provided that it must not do so in a manner which
 - (A) has the effect of changing the terms of such Charged Securities (or any class of them) or of any Related Rights unless permitted by the Finance Documents, or
 - (B) is prejudicial to the interests of the Security Agent and/or the other Secured Parties
- (b) Whilst an Event of Default is continuing, the Security Agent may complete the instrument(s) of transfer for all or any Charged Securities on behalf of any Chargor in favour of itself or such other person as it may select.
- (c) At any time when any Charged Security is registered in the name of the Security Agent or its nominee, the Security Agent shall be under no duty to:
 - (i) ensure that any dividends, distributions or other monies payable in respect of such Charged Security are duly and promptly paid or received by it or its nominee,
 - (ii) verify that the correct amounts are paid or received, or
 - (iii) take any action in connection with the taking up of any (or any offer of any) Related Rights in respect of or in substitution for, any such Charged Security

12. POWER TO REMEDY

12.1 Power to remedy

If at any time a Chargor does not comply with any of its obligations under this Deed, the Security Agent (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. The relevant Chargor irrevocably authorises the Security Agent and its employees and agents by way of security to do all such things (including entering the property of such Chargor) which are necessary or desirable to rectify that default.

12.2 Mortgagee in possession

The exercise of the powers of the Security Agent under this clause 12 shall not render it, or any other Secured Party, liable as a mortgagee in possession.

12.3 Monies expended

The relevant Chargor shall pay to the Security Agent on demand any monies which are expended by the Security Agent in exercising its powers under this clause 12 as a result of any breach by any Chargor of any of its obligations set out in this Deed, together with interest at the Default Rate from the date on which those monies were expended by the Security Agent (both before and after judgment) and otherwise in accordance with clause 2.2 (*Default interest*).

13. WHEN SECURITY BECOMES ENFORCEABLE

13.1 When enforceable

This Debenture Security shall become immediately enforceable upon the occurrence of a Declared Default.

13.2 Statutory powers

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Declared Default.

13.3 Enforcement

After this Debenture Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of the Debenture Security in such manner as it sees fit.

14. ENFORCEMENT OF SECURITY

14.1 General

For the purposes of all rights and powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to the Debenture Security.

14.2 Powers of leasing

The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases

and grant options as the Security Agent may think fit and without the need to comply with section 99 or 100 of the Act.

14.3 Powers of Security Agent

- (a) At any time after the Debenture Security becomes enforceable (or if so requested by any Chargor by written notice at any time), the Security Agent may without further notice (unless required by law)
 - (i) appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or
 - (ii) appoint or apply for the appointment of any person who is appropriately qualified as administrator of a Chargor, and/or
 - (iii) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or
 - (iv) exercise (in the name of any Chargor and without any further consent or authority of such Chargor) any voting rights and any powers or rights which may be exercised by any person(s) in whose name any Charged Investment is registered or who is the holder of any of them

Any appointment under paragraph (a) above may be by deed, under seal or in writing under hand.

- (b) The Security Agent is not entitled to appoint a Receiver in respect of any Security Assets of any Chargor which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of such Chargor
- (c) Any restriction on the right of a mortgagee to appoint a Receiver conferred by law (including under section 109(1) of the Law of Property Act 1925) does not apply to this Deed
- (d) The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from doing so by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies

14.4 Redemption of prior mortgages

At any time after the Debenture Security has become enforceable, the Security Agent may:

- (a) redeem any prior Security against any Security Asset, and/or
- (b) procure the transfer of that Security to itself, and/or
- (c) settle and pass the accounts of the holder of any prior Security and any accounts so settled and passed shall be conclusive and binding on each Chargor

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the relevant Chargor to the Security Agent on demand

14.5 Privileges

- (a) Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.
- (b) To the extent that the Security 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)) each Receiver and the Security Agent shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations
- (c) For the purpose of clause 14.5(b), the value of the financial collateral appropriated shall be such amount as the Receiver or 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 (acting reasonably)

14.6 No liability

- (a) Neither the Security Agent, any other Secured Party nor any Receiver shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct)
- (b) Without prejudice to the generality of clause 14.6(a), neither the Security Agent, any other Secured Party nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable

14.7 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or any Receiver or Delegate will be concerned to enquire

- (a) whether the Secured Obligations have become payable,
- (b) whether any power which the Security Agent or the Receiver is purporting to exercise has become exercisable,
- (c) whether any money remains due under any Finance Document, or
- (d) how any money paid to the Security Agent or to the Receiver is to be applied

15. RECEIVER

15.1 Removal and replacement

The Security Agent may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Insolvency Act 1986) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated

15.2 Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document)

15.3 Remuneration

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Security Agent (or, failing such agreement, to be fixed by the Security Agent).

15.4 Payment by Receiver

Only monies actually paid by a Receiver to the Security Agent in relation to the Secured Obligations shall be capable of being applied by the Security Agent in discharge of the Secured Obligations

15.5 Agent of Chargors

Any Receiver shall be the agent of the Chargor in respect of which it is appointed. Such Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. No Secured Party shall incur any liability (either to such Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

16. POWERS OF RECEIVER

16.1 General powers

Any Receiver shall have.

- (a) all the powers which are conferred on the Security Agent by clause 14.3 (*Powers of Security Agent*),
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act,
- (c) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986, and
- (d) all powers which are conferred by any other law conferring power on receivers.

16.2 Additional powers

In addition to the powers referred to in clause 16 1 (*General powers*), a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed,
- (b) to manage the Security Assets and the business of any Chargor as he thinks fit,
- (c) to redeem any Security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act, and, without limitation,
 - (i) fixtures may be severed and sold separately from the Real Property containing them, without the consent of any Chargor,
 - (ii) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party), and
 - (iii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit,
- (e) to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which any Chargor was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land),
- (f) to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the relevant Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, such Chargor;
- (g) to take any such proceedings (in the name of any of the relevant Chargors or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- (h) to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- (i) to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as the Security Agent shall direct),
- (j) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm),

- (k) to form one or more Subsidiaries of any Chargor and to transfer to any such Subsidiary all or any part of the Security Assets,
- (l) to operate any rent review clause in respect of any Real Property in respect of which he was appointed (or any part thereof) and to apply for any new or extended lease;
- (m) to.
 - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset;
 - (ii) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets, and
 - (iii) use the name of any Chargor for any of the above purposes; and
- (n) a Receiver may lend money or advance credit to any customer of any Chargor

17. APPLICATION OF PROCEEDS AND INTERCREDITOR AGREEMENT

17.1 Application

All monies received by the Security Agent or any Receiver after the Debenture Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Debenture Security and subject to the Intercreditor Agreement) be applied in the following order:

- (a) *first*, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made, by the Security Agent, any other Secured Party or any Receiver or Delegate and of all remuneration due to the Receiver in connection with this Deed or the Security Assets,
- (b) *secondly*, in or towards satisfaction of the remaining Secured Obligations in accordance with clause 17.3 (*Appropriation, Intercreditor Agreement and suspense account*); and
- (c) *thirdly*, in payment of any surplus to any Chargor or other person entitled to it

17.2 Contingencies

If the Debenture Security is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), the Security Agent or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Security Agent usually grants for accounts of that size and nature

17.3 Appropriation, Intercreditor Agreement and suspense account

- (a) Subject to the Intercreditor Agreement and clause 17.1 (*Application*), the Security Agent shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine
- (b) Any such appropriation shall override any appropriation by any Chargor

- (c) All monies received, recovered or realised by the Security Agent under or in connection with this Deed may at the discretion of the Security Agent be credited to a separate interest-bearing suspense account for so long as the Security Agent determines (with interest accruing thereon at such rate (if any) as the Security Agent usually grants for accounts of that size and nature) without the Security Agent having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations unless such monies would clear all Secured Obligations in full

18. SET-OFF

18.1 Set-off rights

- (a) The Security Agent and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by any Chargor under the Finance Documents or which has been assigned to the Security Agent or such other Secured Party by any other Chargor against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to such Chargor, regardless of the place of payment, booking branch or currency of either obligation
- (b) At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 18 1(a)), the Security Agent and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by a Chargor under any Finance Document against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to such Chargor, regardless of the place of payment, booking branch or currency of either obligation
- (c) If the obligations are in different currencies, the Security Agent or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off
- (d) If either obligation is unliquidated or unascertained, the Security Agent or such other Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation

18.2 Time deposits

Without prejudice to clause 18 1 (*Set-off*), if any time deposit matures on any account which any Chargor has with the Security Agent or any other Secured Party at a time within the Security Period when

- (a) this Debenture Security has become enforceable, and
- (b) no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Security Agent or such other Secured Party in its absolute discretion considers appropriate unless the Security Agent or such other Secured Party otherwise agrees in writing

19. DELEGATION

Each of the Security Agent and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Security Agent nor any Receiver shall be in any way liable or responsible to any Chargor for

any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

20. FURTHER ASSURANCES

20.1 Further action

Subject to the Agreed Security Principles, each Chargor shall (and the Parent shall procure that each Chargor shall) at its own expense, immediately do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for

- (a) creating, perfecting or protecting the Security intended to be created by this Deed or any other Transaction Security Document,
- (b) facilitating the realisation of any Security Asset,
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law, or
- (d) creating and perfecting Security in favour of the Security Agent or the Secured Parties over any property and assets of such Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to this Deed or any other Transaction Security Document

This includes

- (i) the re-execution of this Deed or such Transaction Security Document,
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee, and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient.

20.2 Finance Documents

Each Chargor shall (and the Parent shall procure that each member of the Group shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Finance Documents

20.3 Specific security

Without prejudice to the generality of clause 20.1 (*Further action*), each Chargor will immediately upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under this Deed (including any fixed security arising or intended to arise pursuant to clause 6 (*Conversion of floating charge*)).

21. POWER OF ATTORNEY

Upon the occurrence of an Event of Default, each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any Delegate to be its attorney to take any action which such Chargor is obliged to take under this Deed, including under clause 20 (*Further assurances*). Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause, including any action required to effect the transfer of the Receivables Purchaser Debt or its proceeds to the Collection Account in accordance with clause 11.6(d)

22. CURRENCY CONVERSION

All monies received or held by the Security Agent or any Receiver under this Deed may be converted from their existing currency into such other currency as the Security Agent or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Agent's Spot Rate of Exchange. Each Chargor shall indemnify the Security Agent against all reasonable costs, charges and expenses incurred as a result of such conversion. Neither the Security Agent nor any Receiver shall have any liability to any Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion

23. CHANGES TO THE PARTIES

23.1 Chargors

No Chargor may assign any of its rights or obligations under this Deed

23.2 Security Agent

The Security Agent may assign or transfer all or any part of its rights under this Deed pursuant to the resignation or removal of the Security Agent in accordance with the Intercreditor Agreement. Each Chargor shall, immediately upon being requested to do so by the Security Agent, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

23.3 Accession Deed

Each Chargor

- (a) consents to new Subsidiaries of the Parent becoming Chargors as contemplated by the Finance Documents, and
- (b) irrevocably authorises the Parent to agree to and, if required, sign any duly completed Accession Deed as agent and attorney for and on behalf of such Chargor

24. MISCELLANEOUS

24.1 New accounts

- (a) If the Security Agent or any other Secured Party receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security (other than a Permitted Security) affecting any Security Asset and/or the proceeds of sale of any Security Asset or any guarantee under the Finance Documents ceases to continue in force, it may open a new account or accounts for any Chargor. If it does not open a

new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice

- (b) As from that time all payments made to the Security Agent or such other Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations

24.2 Tacking

- (a) Each Finance Party shall perform its obligations under the Senior Facilities Agreement (including any obligation to make available further advances)
- (b) This Deed secures advances already made and further advances to be made

24.3 Articles of association

Each Chargor certifies that the Debenture Security does not contravene any of the provisions of the articles of association of such Chargor

24.4 Land Registry

- (a) Each Chargor shall apply to the Chief Land Registrar (and consents to such an application being made by or on behalf of the Security Agent) for a restriction in the following terms to be entered on the Register of Title relating to any property registered at the Land Registry (or any unregistered land subject to first registration) and against which this Deed may be noted:

"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 [♦ 20 ♦] in favour of [] (as Security Agent) referred to in the charges register or their conveyancer "

- (b) Each Chargor
 - (i) authorises the Security Agent to make any application which the Security Agent deems appropriate for the designation of this Deed, the Senior Facilities Agreement or any other Finance Document as an exempt information document under rule 136 of the Land Registration Rules 2003,
 - (ii) shall use its best endeavours to assist with any such application made by or on behalf of the Security Agent, and
 - (iii) shall notify the Security Agent in writing as soon as it receives notice of any person's application under rule 137 of the Land Registration Rules 2003 for the disclosure of this Deed, the Senior Facilities Agreement or any other Finance Document following its designation as an exempt information document.
- (c) No Chargor shall make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document
- (d) Each Chargor shall promptly make all applications to and filings with the Land Registry which are necessary or desirable under the Land Registration Rules 2003 to protect the Debenture Security

24.5 Protective clauses

- (a) Each Chargor is deemed to be a principal debtor in relation to this Deed. The obligations of each Chargor under, and the security intended to be created by, this Deed shall not be impaired by any forbearance, neglect, indulgence, extension or time, release, surrender or loss of securities, dealing, amendment or arrangement by any Secured Party which would otherwise have reduced, released or prejudiced this Debenture Security or any surety liability of a Chargor (whether or not known to it or to any Secured Party)
- (b) Clause 21 of the Senior Facilities Agreement (*Guarantee and indemnity*) applies in relation to this Deed as if references to the obligations referred to in that clause were references to the obligations of each Chargor under this Deed

25. NOTICES

25.1 Senior Facilities Agreement

- (a) Clause 35 of the Senior Facilities Agreement (*Notices*) (other than clause 35 5 (*Electronic communication*) and 35 6 (*Use of websites*)) is incorporated into this Deed as if fully set out in this Deed, and
- (b) the address and fax numbers of each Party for all communications or documents given under or in connection with this Deed are those identified with its name in the execution pages to this Deed or subsequently notified from time to time by the relevant Party for the purposes of the Senior Facilities Agreement or this Deed

25.2 Notices through Parent

- (a) All communications and documents from the Chargors shall be sent through the Parent and all communications and documents to the Chargors may be sent through the Parent.
- (b) Any communication or document made or delivered to the Parent in accordance with this clause 25 will be deemed to have been made or delivered to each of the Chargors

26. CALCULATIONS AND CERTIFICATES

Any certificate of or determination by a Secured Party, the Security Agent or the Agent specifying the amount of any Secured Obligation due from the Chargors (including details of any relevant calculation thereof) is, in the absence of manifest error, conclusive evidence against the Chargors of the matters to which it relates

27. PARTIAL INVALIDITY

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired

28. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Security Agent (or any other 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 prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

29. AMENDMENTS AND WAIVERS

Any provision of this Deed may be amended only if the Security Agent and the Chargors or the Parent on their behalf so agree in writing and any breach of this Deed may be waived before or after it occurs only if the Security Agent so agrees in writing. A waiver given or consent granted by the Security Agent under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

30. COUNTERPARTS

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

31. RELEASE

31.1 Release

Upon the expiry of the Security Period or at such time as the Security constituted by this Deed is required to be released by the Security Agent in accordance with the Senior Facilities Agreement or this Deed (but not otherwise) the Security Agent shall, at the request and cost of the Chargors, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Security.

31.2 Reinstatement

Where any discharge (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargors under this Deed shall continue as if the discharge or arrangement had not occurred. The Security Agent may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

32. GOVERNING LAW

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

33. ENFORCEMENT

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute")
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This clause 33 is for the benefit of the Finance Parties and Secured Parties only. As a result, no Finance Party or Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by

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

IN WITNESS of which this Deed has been duly executed by each Original Chargor as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Deed by each Original Chargor

SCHEDULE 1: THE ORIGINAL CHARGORS

| Company name | Registered number | Registered office |
|----------------------------|--------------------------|--|
| Vivid Toy Group Limited | 5812979 | Ashbourne House The Guildway Old Portsmouth Road Guildford Surrey GU3 1LS |
| Vivid Imaginations Limited | 2755261 | Ashbourne House The Guildway Old Portsmouth Road Guildford Surrey GU3 1LS |





SCHEDULE 2: DETAILS OF SECURITY ASSETS**Part 1: Real Property**



None at the date of this Deed

Part 2: Charged Securities

| Chargor | Name of company in which shares are held | Class of shares held | Number of shares held | Issued share capital |
|----------------------------|--|----------------------|-----------------------|----------------------|
| Vivid Toy Group Limited | Vivid Imaginations Limited | Ordinary shares | 400,865 | £400,865 |
| | Vivid Europe SA | Ordinary shares | 3,000,000 | €3,000,000 |
| Vivid Imaginations Limited | Vivid Imaginations (Far East) Limited | Ordinary shares | 997 | HK\$10,000 |

Part 3: Charged Accounts

| Cash Collateral Accounts | | | | |
|--------------------------|---|--|---------------|--|
| Account Holder | Account Number | Type - Holding or Mandatory Prepayment | Account Bank | Account bank branch address and sort code] |
| Vivid Toy Group Limited |  | Mandatory Prepayment | HSBC Bank plc | HSBC Bank plc, PO Box 68, 130 New Street, Birmingham, West Midlands, B2 4JU  |
| Vivid Toy Group Limited |  | Holding | HSBC Bank plc | HSBC Bank plc, PO Box 68, 130 New Street, Birmingham, West Midlands, B2 4JU  |

| Collection Accounts | | | |
|----------------------------|---|---------------|--|
| Account Holder | Account Number | Account Bank | Account bank branch address and sort code |
| Vivid Imaginations Limited |  | HSBC Bank plc | HSBC Bank plc, 1 Warwick Street, Worthing, West Sussex, BN11 3DE  |

10-11-01 11:00 AM

11:00
11:00

11:00
11:00

10-11-01 11:00 AM

11:00

10-11-01 11:00 AM

Part 4: Intellectual Property

| Part 4A - Trade marks | | | | |
|----------------------------|-----------|------------------------------|------------------------|------------------------|
| Proprietor/ADP number | TM number | Jurisdiction/apparent status | Classes | Mark text |
| Vivid Imaginations Limited | 2240844 | EU, Registered | 03, 09, 14, 16, 18, 28 | VIVID |
| Vivid Imaginations Limited | 2528941 | EU, Registered | 09, 16, 28 | WUDJU |
| Vivid Imaginations Limited | 2343091 | UK, Registered | 28 | FASHION SURPRISE PETZ |
| Vivid Imaginations Limited | 2345200 | UK, Registered | 28 | PUPPY SECRETS |
| Vivid Imaginations Limited | 3742988 | EU, Registered | 03, 09, 14, 16, 18, 28 | VIVID GAMES |
| Vivid Imaginations Limited | 2365573 | UK, Registered | 28 | STUNT BUBBLE |
| Vivid Imaginations Limited | 2365572 | UK, Registered | 28 | BUSH TUCKER |
| Vivid Imaginations Limited | 3931111 | EU, Registered | 03, 09, 14, 16, 18, 28 | VIVID CREATE |
| Vivid Imaginations Limited | 3931128 | EU, Registered | 03, 09, 14, 16, 18, 28 | VIVID ACTIVE |
| Vivid Imaginations Limited | 4143012 | EU, Registered | 28 | STUNT BUBBLE |
| Vivid Imaginations Limited | 23802688 | UK, Registered | 28 | KITTY SECRETS |
| Vivid Imaginations Limited | 2390601 | UK, Registered | 09, 28 | IVIDEO |
| Vivid Imaginations Limited | 2396801 | UK, Registered | 28 | ULTIMATE SPLASH ATTACK |
| Vivid Imaginations Limited | 2397797 | UK, Registered | 28 | MXD |
| Vivid Imaginations Limited | 2402336 | UK, Registered | 28 | DOODLE DOUG |
| Vivid Imaginations Limited | 2424014 | UK, Registered | 16, 28 | I LOVE PONIES |

| Part 4A - Trade marks | | | | |
|----------------------------|-----------|------------------------------|------------|--|
| Proprietor/ADP number | TM number | Jurisdiction/apparent status | Classes | Mark text |
| Vivid Imaginations Limited | 2442237 | UK, Registered | 28 | LOVE2LOVE BEARS |
| Vivid Imaginations Limited | 235705 | Ireland, Registered | 28 | LOVE2LOVE BEARS |
| Vivid Imaginations Limited | 2146295 | UK, Registered | 28 | MY BEAUTIFUL HORSES DEVICE |
| Vivid Imaginations Limited | 2472531 | UK, Registered | 28, 41 | PUNZELS |
| Vivid Imaginations Limited | 2477051 | UK, Registered | 28, 41 | PUNZELS (STYLISTED, IN COLOUR) |
| Vivid Imaginations Limited | 2499047 | UK, Registered | 28 | ANIMAGIC |
| Vivid Imaginations Limited | 2508204 | UK, Registered | 28 | FABTASTIC/FABTASTIC/Fabtastic/Fab-tastic |
| Vivid Imaginations Limited | 2511888 | UK, Registered | 28 | TEENY LITTLE FAMILIES |
| Vivid Imaginations Limited | 1015384 | Madrid Protocol, Registered | 09, 16, 28 | VIVID |
| Vivid Imaginations Limited | 2525178 | UK, Registered | 28 | KLIP KITZ |
| Vivid Imaginations Limited | 8533333 | EU, Registered | 09, 16, 28 | ANIMAGIC |
| Vivid Imaginations Limited | 2536249 | UK, Registered | 28 | VX SHARK (STYLISTED) |
| Vivid Imaginations Limited | 9040171 | EU, Registered | 28 | MOTO MUTANTS |
| Vivid Imaginations Limited | 9150608 | EU, Registered | 28 | MOTOR MUTANTS |
| Vivid Imaginations Limited | 3880906 | USA, Registered | 28 | ANIMAGIC |

| Part 4A - Trade marks | | | | |
|----------------------------|---------------|------------------------------|------------|--------------|
| Proprietor/ADP number | TM number | Jurisdiction/apparent status | Classes | Mark text |
| Vivid Imaginations Limited | 9857756 | EU, Registered | 14, 28 | LUMI |
| Vivid Imaginations Limited | 2579260 | UK, Registered | 28 | GYRO-BOTZ |
| Vivid Imaginations Limited | 2579735 | UK, Registered | 28 | FLUFFLINGS |
| Vivid Imaginations Limited | 010405827 | EU, Registered | 28 | SMASHA-BALLZ |
| Vivid Imaginations Limited | 010405827 | EU, Registered | 28 | SMASHA-BALLZ |
| Vivid Imaginations Limited | 010990778 | EU, Registered | 28 | CUTEY EYES |
| Vivid Imaginations Limited | 1015384 | China, Registered | 16 | VIVID |
| Vivid Imaginations Limited | 1015384 | China, Registered | 28 | VIVID |
| Vivid Imaginations Limited | 1015384 | USA, Registered | 09, 16, 28 | VIVID |
| Vivid Imaginations Limited | 85/609039 | USA, Under examination | 25 | HORRI-BALLZ |
| Vivid Imaginations Limited | 011105731 | EU, Published | 25, 28 | BUBBLE SHOOZ |
| Part 4B - Patents | | | | |
| Proprietor/ADP number | Patent number | Description | | |

None at the date of this Deed

Part 5: Material Contracts

None at the date of this Deed

Part 6: Insurances

| Chargor | Insurer | Policy number |
|---------|---------|---------------|
|---------|---------|---------------|

| Chargor | Insurer | Policy number |
|----------------------------|---|-----------------|
| Vivid Toy Group Limited | AIG Europe Limited | 18163621 |
| Vivid Imaginations Limited | | |
| Vivid Toy Group Limited | Allianz Global Corporate & Specialty AG | SM0067812 |
| Vivid Imaginations Limited | | |
| Vivid Toy Group Limited | Aviva Insurance Limited | 25FLW4064234 |
| Vivid Imaginations Limited | | |
| Vivid Imaginations Limited | Aviva Insurance Limited | 24123593ENP |
| Vivid Imaginations Limited | Catlin Underwriting Agencies Limited | PC0087512 |
| Vivid Imaginations Limited | Catlin Underwriting Agencies Limited | 18153135 |
| Vivid Toy Group Limited | Liberty Mutual Insurance Europe Limited | BR885899004 |
| Vivid Toy Group Limited | Liberty Mutual Insurance Europe Limited | 1000027715-06 |
| Vivid Imaginations Limited | | |
| Vivid Toy Group Limited | QBE Insurance (Europe) Limited | Y067483QBE0112A |
| Vivid Imaginations Limited | | |
| Vivid Toy Group Limited | QBE Insurance (Europe) Limited | Y067487QBE0112A |
| Vivid Imaginations Limited | | |
| Vivid Toy Group Limited | QBE Insurance (Europe) Limited | Y067095QBE0112A |
| Vivid Imaginations Limited | | |

**SCHEDULE 3: FORM OF NOTICE TO AND ACKNOWLEDGEMENT FROM ACCOUNT
BANK**

To [insert name and address of Account Bank]

Dated [◆ 20◆]

Dear Sirs

| | |
|------------|---|
| Re: | Account Holder: [◆] (the "Chargors") |
|------------|---|

- 1 We give notice that, by a debenture dated [◆ 20◆] (the "**Debenture**"), we have charged to HSBC Corporate Trustee Company (UK) Limited (the "**Security Agent**") as Security Agent for certain banks and others (as referred to in the Debenture) all our present and future right, title and interest in and to
- (a) [*In respect of Cash Collateral Accounts* - the Cash Collateral Accounts (as defined in the schedule to this letter), all monies standing to the credit of the Cash Collateral Accounts and all additions to or renewals or replacements thereof (in whatever currency), and]
- (b) [*In respect of Collection Accounts* - the Collection Accounts (as defined in the schedule to this letter), all monies from time to time standing to the credit of the Collection Accounts and all additions to or renewals or replacements thereof (in whatever currency), and]
- (c) all other accounts from time to time maintained with you by each Chargor and all monies at any time standing to the credit of such accounts,
- (together the "**Charged Accounts**") and to all interest from time to time accrued or accruing on the Charged Accounts, any investment made out of any such monies or account and all rights to repayment of any of the foregoing by you
- 2 We advise you that, under the terms of the Debenture, we are not entitled to withdraw any monies from.
- (a) [*In respect of Cash Collateral Accounts* - the Cash Collateral Accounts without first having obtained the prior written consent of the Security Agent],
- (b) [*In respect of Collection Accounts* - the Collection Accounts without first having obtained the prior written consent of the Security Agent except to the extent that such consent is given in this notice],
- (c) any other Charged Accounts without first having obtained the prior written consent of the Security Agent.
- 3 [*In respect of Collection Accounts where access is permitted* - The Security Agent, by its countersignature of this notice, agrees that
- (a) each Chargor may continue to withdraw monies from its Collection Accounts; and

- (b) subject to the Intercreditor Agreement between us, you may debit to any Collection Account amounts due to you from the relevant Chargor],

until you receive notice from the Security Agent that it or you may no longer do so. The Security Agent may by notice to you at any time amend or withdraw this consent.]

- 4 ***[In respect of accounts which are current accounts held with an Ancillary Lender which is a Secured Party and are within a regulatory netting arrangement which forms part of the Ancillary Facilities -*** The Security Agent, by its countersignature of this notice (in order to enable you to make available net overdraft facilities on the Charged Accounts) consents to you setting off debit balances on any of the following Collection Accounts against credit balances on any of the following Collection Accounts provided that all such Collection Accounts are included in group netting arrangements operated by you for the Chargors

[Specify relevant accounts and account numbers.]

The Security Agent may by notice to you at any time amend or withdraw this consent. If the consent referred to in this paragraph is withdrawn, you may immediately set off debit balances and credit balances on the Collection Accounts specified in this paragraph which exist immediately prior to the receipt by you of such notice of withdrawal of consent.]

- 5 We irrevocably authorise and instruct you from time to time

- (a) unless the Security Agent so authorises you in writing, not to permit withdrawals from

(i) ***[in respect of Cash Collateral Accounts -*** the Cash Collateral Accounts],

(ii) ***[in respect of Collection Accounts which are blocked unless the Security Agent permits withdrawals -*** the Collection Accounts],

or any other Charged Account ***[where permissions are given -*** except to the extent that any withdrawal is expressly permitted by this notice and such permissions have not been withdrawn],

- (b) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent;

- (c) to pay all or any part of the monies standing to the credit of the Charged Accounts to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect,

- (d) to disclose to the Security Agent such information relating to the Chargors and the Charged Accounts as the Security Agent may from time to time request you to provide; and

6. We agree that you are not bound to enquire whether the right of the Security Agent to withdraw any monies from any Charged Account has arisen or be concerned with (a) the propriety or regularity of the exercise of that right or (b) notice to the contrary or (c) to be responsible for the application of any monies received by the Security Agent

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

8 Please confirm by completing the enclosed copy of this notice and returning it to the Security Agent (with a copy to each Chargor) that you agree to the above and that

- (a) you accept the authorisations and instructions contained in this notice and you undertake to comply with this notice;
- (b) you have not, at the date this notice is returned to the Security Agent, received notice of any assignment or charge of or claim to the monies standing to the credit of any Charged Account or the grant of any security or other interest over those monies or any Charged Account in favour of any third party and you will notify the Security Agent promptly if you should do so in the future; and
- (c) you do not at the date of this notice and will not, except as expressly permitted by this notice, in the future exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts

9 This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law

Yours faithfully

for and on behalf of
[NAME OF CHARGOR]
Name _____
Title _____

for and on behalf of
[NAME OF CHARGOR]
Name _____
Title _____

for and on behalf of
[NAME OF CHARGOR]
Name _____
Title: _____

Countersigned by

for and on behalf of
HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

SCHEDULE

| Cash Collateral Accounts (each a "Cash Collateral Account") | | |
|--|---------------------------------------|--|
| Account holder | Cash Collateral Account number | Account Bank branch address and sort code |
| | | |
| | | |
| | | |
| The Collection Accounts (each a "Collection Account") | | |
| Account holder | Collection Account number | Account Bank branch address and sort code |
| | | |
| | | |
| | | |

[On copy]

To: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**
as Security Agent
[ADDRESS]

Copy to [NAME OF EACH CHARGOR]

We acknowledge receipt of the above notice We confirm and agree:

- (a) that the matters referred to in it do not conflict with the terms which apply to any Charged Account; and
- (b) the matters set out in paragraph 6 of the above notice

for and on behalf of
[Name of Account Bank]

Dated: [◆ 20◆]

**SCHEDULE 4: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY PARTY TO
RELEVANT CONTRACT**

To. [Insert name and address of relevant party]

Dated [◆ 20◆]

Dear Sirs

**RE: [DESCRIBE RELEVANT CONTRACT] DATED [◆ 20◆] BETWEEN (1) YOU
AND (2) [◆] THE "CHARGOR")**

- 1 We give notice that, by a debenture dated [◆ 20◆] (the "Debenture"), we have assigned to HSBC Corporate Trustee Company (UK) Limited (the "Security Agent") as Security Agent for certain banks and others (as referred to in the Debenture) all our present and future right, title and interest in and to [insert details of Relevant Contract] (together with any other agreement supplementing or amending the same, the "Agreement") including all rights and remedies in connection with the Agreement and all proceeds and claims arising from the Agreement.
- 2 We irrevocably authorise and instruct you from time to time
 - (a) to disclose to the Security Agent at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure), such information relating to the Agreement as the Security Agent may from time to time request,
 - (b) to hold all sums from time to time due and payable by you to us under the Agreement to the order of the Security Agent,
 - (c) to pay or release all or any part of the sums from time to time due and payable by you to us under the Agreement only in accordance with the written instructions given to you by the Security Agent from time to time,
 - (d) to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Debenture or the Agreement 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
 - (e) to send copies of all notices and other information given or received under the Agreement to the Security Agent
- 3 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 Agreement or to agree any amendment or supplement to, or waive any obligation under, the Agreement 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
- 4 Please confirm by completing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us) that you agree to the above and that.

- (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;
- (b) you have not, at the date this notice is returned to the Security Agent, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Agreement or any proceeds of it and you will notify the Security Agent promptly if you should do so in future,
- (c) you will not permit any sums to be paid to us or any other person (other than the Security Agent) under or pursuant to the Agreement without the prior written consent of the Security Agent; and
- (d) you will not exercise any right to terminate the Agreement or take any action to amend or supplement the Agreement without the prior written consent of the Security Agent

5 This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law

Yours faithfully

for and on behalf of
[NAME OF CHARGOR]

[On copy]

To **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**
as Security Agent
[ADDRESS]

Copy to [NAME OF CHARGOR]

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraph 4 of the above notice

for and on behalf of
[◆]

Dated. [◆ 20◆]

SCHEDULE 5: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY INSURERS

To. [Insert name and address of insurer]

Dated [◆ 20◆]

Dear Sirs

[DESCRIBE INSURANCE POLICIES] DATED [◆ 20◆] BETWEEN (1) YOU AND (2) [◆] (THE "CHARGOR")

1. We give notice that, by a debenture dated [◆ 20◆] (the "Debenture"), we have assigned to HSBC Corporate Trustee Company (UK) Limited (the "Security Agent") as Security Agent for certain banks and others (as referred to in the Debenture) all our present and future right, title and interest in and to the Policies (together with any other agreement supplementing or amending the same, the "Policies") including all rights and remedies in connection with the Policies and all proceeds and claims arising from the Policies.
2. The Policies are ◆
3. We irrevocably authorise and instruct you from time to time:
 - (a) to disclose to the Security Agent at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure) such information relating to the Policies as the Security Agent may from time to time request,
 - (b) to hold all sums from time to time due and payable by you to us under the Policies to the order of the Security Agent;
 - (c) to pay or release all or any part of the sums from time to time due and payable by you to us under the Policies only in accordance with the written instructions given to you by the Security Agent from time to time,
 - (d) to comply with any written notice or instructions in any way relating to (or purporting to relate to) the Debenture, the sums payable to us from time to time under the Policies or the debts represented by them which you may receive 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
 - (e) to send copies of all notices and other information given or received under the Policies to the Security Agent.
4. We irrevocably instruct you, with effect from the date of this notice, to note on the relevant Policies the Security Agent's interest as mortgagee and as first priority assignee of the Policies and the rights, remedies, proceeds and claims referred to above
5. 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 Policies or to agree any amendment or supplement to, or waive any obligation under, the Policies without the prior written consent of the Security Agent
6. This notice may only be revoked or amended with the prior written consent of the Security Agent

- 7 Please confirm by completing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us) that you agree to the above and that.
- (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice,
 - (b) you have not, at the date this notice is returned to the Security Agent, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Policies or any proceeds of them or any breach of the terms of any Policy and you will notify the Security Agent promptly if you should do so in future,
 - (c) you will not permit any sums to be paid to us or any other person under or pursuant to the Policies without the prior written consent of the Security Agent, and
 - (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 the prior written consent of the Security Agent
- 8 This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law

Yours faithfully

for and on behalf of
[Name of Chargor]

[On copy]

To **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**
as Security Agent
[ADDRESS]

Copy to. [NAME OF CHARGOR]

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms We confirm and agree to the matters set out in paragraph [7] in the above notice

for and on behalf of
[◆]

Dated.[◆ 20◆]

SCHEDULE 6: FORM OF ACCESSION DEED

THIS ACCESSION DEED is made on

20[◆]

BETWEEN

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an "Acceding Company"),
- (2) VIVID TOY GROUP LIMITED (the "Parent"), and
- (3) HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED (as Security Agent for the Secured Parties (as defined below)) (the "Security Agent")

BACKGROUND

This Accession Deed is supplemental to a debenture dated [◆ 20◆] and made between (1) the Chargors named in it and (2) the Security Agent (the "Debenture")

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

(a) Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed)

(b) Construction

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed

2. ACCESSION OF THE ACCEDING COMPANY

(a) Accession

[The/Each] Acceding Company

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture, and
- (ii) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors

(b) Covenant to pay

Without prejudice to the generality of clause 2(a) (*Accession*), [the/each] Acceding Company (jointly and severally with the other Chargors [and each other Acceding Company]), covenants in the terms set out in clause 2 (*Covenant to pay*) of the Debenture

(c) **Charge and assignment**

Without prejudice to the generality of clause 2(a) (*Accession*), [the/each] Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing)

- (i) by way of first legal mortgage all the freehold and leasehold Material Property (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified [against its name] in part 1 of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any)),
- (ii) by way of first fixed charge.
 - (A) all the Charged Securities (including, without limitation, those specified [against its name] in part 2 of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any)), together with
 - (B) all Related Rights from time to time accruing to them,
- (iii) by way of first fixed charge each of its Cash Collateral and Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified [against its name] in part 3 of schedule 2 (*Details of Security Assets owned by Acceding Company*) and all monies at any time standing to the credit of such accounts,
- (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified [against its name] in part 4 of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any)),
- (v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified [against its name] in part 5 of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them, and
- (vi) by way of absolute assignment the Insurances (including, without limitation, those specified [against its name] in part 6 of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any)), all claims under the Insurances and all proceeds of the Insurances

(d) **Representations**

[The/Each] Acceding Company makes the representations and warranties required pursuant to clause 10 5(a)(iii) to the Debenture as well as those set out in this clause 2(d)

- (i) The Charged Securities listed in part 2 of schedule 2 to the Accession Deed (*Details of Security Assets owned by the Acceding Companies*) constitute the

entire share capital owned by each Acceding Company in the relevant company, and

- (ii) In relation to the Material Property, part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all Material Property which is beneficially owned by each Acceding Company at the date of this Deed.

(e) Consent

Pursuant to clause 23.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors).

- (i) consents to the accession of [the/each] Acceding Company to the Debenture on the terms of this Accession Deed, and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if [the/each] Acceding Company had been named in the Debenture as a Chargor

3. CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed

4. THIRD PARTY RIGHTS

A person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed

5. NOTICE DETAILS

Notice details for [the/each] Acceding Company are those identified with its name below.

6. COUNTERPARTS

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

7. GOVERNING LAW

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

IN WITNESS of which this Accession Deed has been duly executed by [the/each] Acceding Company and the Parent as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed][by [the/each] Acceding Company and the Parent].

SCHEDULE 1 TO THE ACCESSION DEED

The Acceding Companies

| Company name | Registered number | Registered office |
|--------------|-------------------|-------------------|
| | | |
| | | |
| | | |
| | | |

SCHEDULE 2 TO THE ACCESSION DEED

Details of Security Assets owned by the Acceding Companies

Part 1 - Real Property

| Registered land | | | |
|--------------------|---------|---------------------------------------|--------------|
| [Acceding Company] | Address | Administrative Area | Title number |
| [♦] | [♦] | [♦] | [♦] |
| Unregistered land | | | |
| [Acceding Company] | Address | Document describing the Real Property | |
| | | Date | Parties |
| [♦] | [♦] | [♦ 20♦] | [♦] |

Part 2 - Charged Securities

| [Acceding Company] | Name of company in which shares are held | Class of shares held | Number of shares held | Issued share capital |
|--------------------|--|----------------------|-----------------------|----------------------|
| [♦] | [♦] | [♦] | [♦] | [♦] |
| [♦] | [♦] | [♦] | [♦] | [♦] |
| [♦] | [♦] | [♦] | [♦] | [♦] |

Part 3 - Charged Accounts

| Collection Accounts | | | |
|---------------------|----------------|--------------|---|
| Account Holder | Account Number | Account Bank | Account bank branch address and sort code |
| [♦] | [♦] | [♦] | [♦] |
| [♦] | [♦] | [♦] | [♦] |
| [♦] | [♦] | [♦] | [♦] |

Part 4 - Intellectual Property

| Part 4A - Trade marks | | | | |
|-----------------------|-----------|------------------------------|---------|-----------|
| Proprietor/ADP number | TM number | Jurisdiction/apparent status | Classes | Mark text |
| [◆] | [◆] | [◆] | [◆] | [◆] |
| [◆] | [◆] | [◆] | [◆] | [◆] |
| [◆] | [◆] | [◆] | [◆] | [◆] |

| Part 4B - Patents | | |
|-----------------------|---------------|-------------|
| Proprietor/ADP number | Patent number | Description |
| [◆] | [◆] | [◆] |
| [◆] | [◆] | [◆] |
| [◆] | [◆] | [◆] |

Part 5 - Material Contracts

| [Acceding Company] | Date of Relevant Contract | Parties | Details of Relevant Contract |
|--------------------|---------------------------|---------|------------------------------|
| [◆] | [◆ 20◆] | [◆] | [◆] |
| [◆] | [◆ 20◆] | [◆] | [◆] |

Part 6 - Insurances

| [Acceding Company] | Insurer | Policy number |
|--------------------|---------|---------------|
| [◆] | [◆] | [◆] |
| [◆] | [◆] | [◆] |

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPAN[Y][IES]

EITHER one director in the presence of an attesting witness

Executed as a deed[, but not delivered until the)
first date specified on page 1,] by [NAME OF)
ACCEDING COMPANY] acting by)

Director

Witness signature

Witness name

Witness address

Address: [◆]

Facsimile No: [◆]

OR where executing by an individual attorney

Signed as a deed[, but not delivered until the first)
date specified on page 1,] by [NAME OF)
ACCEDING COMPANY] by its attorney)
[acting pursuant to a)
power of attorney dated [◆ 20◆]] in)
the presence of)

Signature _____
as attorney for [NAME OF
ACCEDING COMPANY]

Witness signature

Witness name

Witness address

Address: [◆]

Facsimile No: [◆]

THE PARENT

EITHER one director in the presence of an attesting witness

Executed as a deed[, but not delivered until the)
first date specified on page 1,] by [NAME OF)
PARENT] acting by)

Director _____
Witness signature _____
Witness name _____
Witness address _____

Address: [◆]

Facsimile No: [◆]

OR where executing by an individual attorney

Signed as a deed[, but not delivered until the first)
date specified on page 1,] by [NAME OF)
PARENT] by its attorney)
_____ [acting pursuant to a)
power of attorney dated [◆ 20◆]] in)
the presence of)

Signature _____
as attorney for [NAME OF
PARENT]

Witness signature _____
Witness name _____
Witness address: _____

Address: [◆]

Facsimile No: [◆]

THE SECURITY AGENT

Signed by _____ for)
and on behalf of [])
)

Signature _____

Address: [◆]

Facsimile No: [◆]

Attention: [◆]

EXECUTION PAGES

THE ORIGINAL CHARGORS

Executed as a deed, but not delivered until the)
first date specified on page 1, by **VIVID TOY**)
GROUP LIMITED by a director in the)
presence of a witness)

Signature

Name (block capitals) SIMON MCINTOSH
Director

Witness signature

Witness name
(block capitals)

BETHAN MOORE

Witness address

BAKER & MCKENZIE

100 NEW BRIDGE STREET

LONDON EC4V 6JA

Executed as a deed, but not delivered until the)
first date specified on page 1, by **VIVID**)
IMAGINATIONS LIMITED by a director in)
the presence of a witness:)

Signature

Name (block capitals) SIMON MCINTOSH
Director

Witness signature

Witness name
(block capitals)

BETHAN MOORE

Witness address

BAKER & MCKENZIE

100 NEW BRIDGE STREET

LONDON EC4V 6JA

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

THE SECURITY AGENT

Signed by RYAN O'ROURKE for)
and on behalf of **HSBC CORPORATE**)
TRUSTEE COMPANY (UK) LIMITED)

Signature _____

Ryan O'Rourke
Authorised Signat---