

218035/13

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006

# MR01

## Particulars of a charge



Companies House

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

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

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

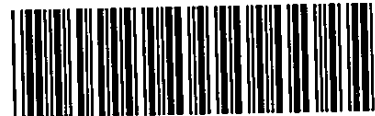
For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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



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

FRIDAY



\*L4BTB2DU\*

LD2

17/07/2015

#107

COMPANIES HOUSE

**0001**

→ Filling in this form

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 1 Company details

Company number 0 5 8 3 0 2 3 3

Company name in full TARILIAN LASER TECHNOLOGIES LIMITED

### 2 Charge creation date

Charge creation date 0 3 0 7 2 0 1 5

### 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 A P SAMPSON LIMITED

Name

Name

Name

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

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

MR01

Particulars of a charge

4

Brief description

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

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

Please limit the description to the available space

Brief description

✓ UK patent no 2023805, UK patent no 2462864 and UK patent no 2111532 For more details please refer to the instrument

5

Other charge or fixed security

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

☒ Yes

✓ ☐ No

6

Floating charge

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

☒ Yes Continue

☐ No Go to Section 7

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

✓ ☒ Yes

7

Negative Pledge

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

✓ ☒ Yes

☐ No

8

Trustee statement <sup>①</sup>

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

☐

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

9

Signature

✓ Please sign the form here

Signature

Signature

X Orrich Hemmings & Sutcliffe (Europe) LLP X

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

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **SCOTT MORRISON**

Company name **ORRICK, HERRINGTON**

**& SUTCLIFFE (EUROPE) LLP**

Address **107 CHEAPSIDE**

Post town **LONDON**

County/Region **LONDON**

Postcode **E C 2 V 6 D N**

Country **UNITED KINGDOM**

DX **557 LONDON/CITY**

Telephone **02078624600**



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



FILE COPY

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

Company number: 5830233

Charge code: 0583 0233 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd July 2015 and created by TARILIAN LASER TECHNOLOGIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th July 2015

Dt

Given at Companies House, Cardiff on 24th July 2015



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**DATED**

**3 July**

**2015**

(1) TARILIAN LASER TECHNOLOGIES LIMITED  
(AS BORROWER)

(2) A P SAMPSON LIMITED  
(AS LENDER)

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**DEBENTURE**

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Certified to be a true and complete copy  
of the original (save for material redacted pursuant to s. 859G of the  
Ornick, Herrington & Sutcliffe (Europe) LLP Companies Act 2006)  
Ornick, Herrington & Sutcliffe (Europe) LLP  
Date 6 July 2015



**ORRICK**

ORRICK, HERRINGTON & SUTCLIFFE (EUROPE) LLP

LONDON

## TABLE OF CONTENTS

Clause	Page
1 DEFINITIONS AND INTERPRETATION	3
2 COVENANT TO PAY . . . . .	6
3 GRANT OF SECURITY . . . . .	7
4 LIABILITY OF THE BORROWER . . . . .	10
5 GENERAL COVENANTS . . . . .	10
6 PROPERTY COVENANTS . . . . .	14
7 INVESTMENTS COVENANTS . . . . .	14
8 EQUIPMENT COVENANTS . . . . .	17
9 ACCOUNTS COVENANTS . . . . .	17
10 RELEVANT AGREEMENTS COVENANTS . . . . .	17
11 INTELLECTUAL PROPERTY COVENANTS . . . . .	18
12 POWERS OF THE LENDER	19
13 WHEN SECURITY BECOMES ENFORCEABLE	21
14 ENFORCEMENT OF SECURITY . . . . .	21
15 RECEIVER . . . . .	24
16 POWERS OF RECEIVER	25
17 DELEGATION . . . . .	29
18 APPLICATION OF PROCEEDS . . . . .	29
19 NO LIABILITY	30
20 FURTHER ASSURANCE	31
21 POWER OF ATTORNEY	32
22 RELEASE . . . . .	32
23 ASSIGNMENT AND TRANSFER	33
24 SET-OFF . . . . .	33
25 AMENDMENTS, WAIVERS AND CONSENTS . . . . .	33
26 SEVERANCE . . . . .	33
27 COUNTERPARTS . . . . .	33
28 THIRD PARTY RIGHTS . . . . .	33
29. FURTHER PROVISIONS	34
30. NOTICES . . . . .	35
31 GOVERNING LAW AND JURISDICTION . . . . .	35
SCHEDULE 1 INTELLECTUAL PROPERTY . . . . .	36
SCHEDULE 2 RELEVANT AGREEMENTS . . . . .	39

SCHEDULE 3 NOTICE AND ACKNOWLEDGEMENT - RELEVANT AGREEMENT	40
Part 1 Form of notice	40
Part 2 Form of acknowledgement	42
SCHEDULE 4 NOTICE AND ACKNOWLEDGEMENT - INSURANCE POLICY	44
Part 1 Form of notice	44
Part 2 Form of acknowledgement	46
SCHEDULE 5 BANK ACCOUNTS - LIST, FORMS OF NOTICE AND ACKNOWLEDGEMENT	48
Part 1 List of bank accounts	48
Part 2 Form of notice	49
Part 3 Form of acknowledgement	51

THIS DEED is made on 3 July 2015 by

- (1) **TARILIAN LASER TECHNOLOGIES LIMITED**, a company incorporated and registered in England and Wales with company number 05830233 whose registered office is at c/o Archer Associates, 1 Olympic Way, Wembley, Middlesex HA9 0NP ("**Borrower**")
- (2) **A.P. SAMPSON LIMITED**, a company incorporated and registered in England and Wales with company number 00435961 whose registered office is at Unit 3, 46-48 George Street, Luton LU1 2AZ ("**Lender**")

## **BACKGROUND**

IT IS AGREED as follows

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

In this deed words and expressions shall (unless otherwise expressly defined in this deed) have the meaning given to them in the Facility Agreement, and

**"Administrator"** means an administrator appointed to manage the affairs, business and property of the Borrower pursuant to clause 12.7,

**"Book Debts"** means all present and future book and other debts, and monetary claims due or owing to the Borrower, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Borrower in relation to any of them,

**"Business Day"** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business,

**"Delegate"** means any person appointed by the Lender or any Receiver pursuant to clause 17 and any person appointed as attorney of the Lender, Receiver or Delegate,

**"Equipment"** means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Borrower that are material to the operation of the Borrower's business,

**"Event of Default"** has the meaning given to that expression in the Facility Agreement,

**"Facility Agreement"** means the facility agreement dated on or about the date of this deed between the Borrower and the Lender for the provision of the £200,000 loan facility secured by this deed,

**"Financial Collateral"** shall have the meaning given to that expression in the Financial Collateral Regulations,

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

**"Insurance Policy"** means each contract and policy of insurance effected or maintained by the Borrower from time to time in respect of its assets or business (including, without limitation, any contract or policy of insurance relating to the Properties or the Equipment),

**"Intellectual Property"** means the Borrower's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, including without limitation the rights identified in Schedule 1, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights,

**"Investments"** means all present and future certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Borrower, including any

- (a) dividend, interest or other distribution paid or payable in relation to any of the Investments; and
- (b) right, money, shares or property accruing, offered or issued at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise,

**"LPA 1925"** means Law of Property Act 1925,

**"Properties"** means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Borrower, or in which the Borrower holds an interest and Property means any of them,

**"Receiver"** means a receiver, receiver and manager or administrative receiver of any or all of the Secured Assets appointed by the Lender under clause 15,

**"Relevant Agreement"** means each agreement specified in Schedule 2,

**"Restricted IP"** means any Intellectual Property owned by or licensed to the Borrower (other than any Intellectual Property owned by or licensed to the Borrower as at the date of this deed) which, in each case, expressly precludes either absolutely or conditionally the Borrower from creating a charge over its

interest in that Intellectual Property for so long as consent has not yet been obtained pursuant to clause 3.3 (*Third party consents*)

**"Restricted Property"** means any leasehold property held by the Borrower under a lease which precludes either absolutely or conditionally the Borrower from creating a mortgage or charge over its leasehold interest in that property,

**"Secured Assets"** means all the assets, property and undertaking for the time being subject to the Security created by, or pursuant to, this deed (and references to the Secured Assets shall include references to any part of them),

**"Secured Liabilities"** means all present and future monies, obligations and liabilities of the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Facility Agreement or this deed (including, without limitation, those arising under clause 29.3(b)), together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities,

**"Security Financial Collateral Arrangement"** shall have the meaning given to that expression in the Financial Collateral Regulations,

**"Security"** means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect,

**"Security Period"** means the period starting on the date of this deed and ending on the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding

## 1.2 Interpretation

In this deed

- (a) the rules of interpretation contained in clause 1.2 of the Facility Agreement shall apply to the construction of this deed, and
- (b) references in this deed to any clause or schedule shall be to a clause or schedule of this deed

## 1.3 Clawback

If the Lender reasonably considers that an amount paid by the Borrower in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower by virtue of any

insolvency laws, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed

**1 4 Nature of security over real property**

A reference in this deed to a charge or mortgage of or over any Property includes

- (a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) that are situated on or form part of that Property at any time,
- (b) the proceeds of the sale of any part of that Property and any other monies paid or payable in respect of or in connection with that Property,
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of that Property, and any monies paid or payable in respect of those covenants, and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of that Property

**1 5 Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Facility Agreement and of any side letters between any parties in relation to the Facility Agreement are incorporated into this deed

**1 6 Perpetuity period**

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009)

**1 7 Mortgage**

It is agreed that each mortgage is supplemental to this deed

**1 8 Schedules**

The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed Any reference to this deed includes the Schedules

**2. COVENANT TO PAY**

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due

### **3. GRANT OF SECURITY**

#### **3 1 Fixed charges**

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender by way of first fixed charge

- (a) with the exception of any Restricted Property, all Properties acquired by the Borrower in the future,
- (b) with the exception of any Restricted Property, all present and future interests of the Borrower in, or over, freehold or leasehold property,
- (c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property,
- (d) with the exception of any Restricted IP, all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Borrower's business or the use of any Secured Asset, and all rights in connection with them,
- (e) all its present and future goodwill,
- (f) all its uncalled capital,
- (g) all the Equipment,
- (h) with the exception of any Restricted IP, all the Intellectual Property,
- (i) all Intellectual Property which by virtue of obtaining third party consent to charge such Intellectual Property has ceased to fall within the definition of Restricted IP, but only with effect from the date on which that consent is obtained,
- (j) all the Book Debts,
- (k) all the Investments,
- (l) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person, together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest),
- (m) all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy, to the extent not effectively assigned under clause 3 2, and

- (n) all its rights in respect of each Relevant Agreement and all other agreements, instruments and rights relating to the Secured Assets, to the extent not effectively assigned under clause 3 2

### 3 2 Assignment

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities

- (a) all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy, and
- (b) the benefit of each Relevant Agreement and the benefit of all other agreements, instruments and rights relating to the Secured Assets

### 3 3 Third party consents

If the Borrower has an interest in any Restricted IP, the Borrower shall

- (a) within 5 Business Days of written request by the Lender, use its reasonable endeavours to obtain the consent of each counterparty whose consent is required to the creation of charges over such Restricted IP specified by the Lender envisaged by paragraph (i) of clause 3 1 (*Fixed charges*),
- (b) on request, keep the Lender informed of the progress of its negotiations with such counterparty, and
- (c) if requested by the Lender, provide the Lender with a copy of each such consent promptly after its receipt

### 3 4 Floating charge

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to clause 3 1 to clause 3 2 inclusive

### 3 5 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3 4

### 3 6 Automatic crystallisation of floating charge

The floating charge created by clause 3 4 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if

- (a) the Borrower
  - (i) creates, or takes any step to create, a Security or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this deed or the Facility Agreement), or
  - (ii) disposes, or takes any step to dispose of, all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised or as otherwise permitted under the terms of the Finance Documents),
- (b) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets, or
- (c) a resolution is passed or an order is made for the winding up, dissolution, administration or re-organisation of the Borrower or an administrator is appointed to the Borrower, or
- (d) any person who is entitled to do so gives notice of its intention to appoint an administrator to the Borrower or files such a notice with the Court

### 3 7 Crystallisation of floating charge by notice

The Lender may, if an Event of Default has occurred and is continuing, by written notice to the Borrower, convert the floating charge created under this deed into a fixed charge as regards any part of the Secured Assets specified by the Lender in that notice

### 3 8 Assets acquired after any floating charge has crystallised

Any asset acquired by the Borrower after any crystallisation of the floating charge created under this deed that, but for that crystallisation, would be subject to a floating charge under this deed, shall (unless the Lender confirms otherwise to the Borrower in writing or the charge has been reconverted into a floating charge pursuant to clause 3 9 (*Reconversion*)) be charged to the Lender by way of first fixed charge

### 3 9 Reconversion

Any charge which has crystallised under clause 3 7 (*Crystallisation of floating charge by notice*) may, by notice in writing given at any time by the Lender to the

Borrower, be reconverted into a floating charge in relation to the Secured Assets specified in such notice

#### **4. LIABILITY OF THE BORROWER**

##### **4 1 Liability not discharged**

The Borrower's liability under this deed shall not be discharged, prejudiced or affected by

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is, or becomes, wholly or partially illegal, void or unenforceable on any ground,
- (b) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any other person,
- (c) any time, waiver or consent granted to or composition with any other person or the release of any other person under the terms of any composition or arrangement with any creditor of the Borrower,
- (d) the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person,
- (e) any insolvency or similar proceedings, or
- (f) any other act or omission that, but for this clause 4 1, might have discharged, or otherwise prejudiced or affected, the liability of the Borrower

#### **5. GENERAL COVENANTS**

##### **5 1 Negative pledge and disposal restrictions**

The Borrower shall not at any time, except with the prior written consent of the Lender or as permitted by the Facility Agreement

- (a) create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than pursuant to any Permitted Security or any Permitted Transaction,
- (b) sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge) other than pursuant to any Permitted Security or any Permitted Transaction, or

- (c) create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party other than pursuant to any Permitted Security or any Permitted Transaction

## 5.2 Preservation of Secured Assets

The Borrower shall use its reasonable endeavours not to do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed

## 5.3 Goodwill

During the Security Period the Borrower shall not, except as permitted by the Facility Agreement, grant any franchise, licence or other authority to any person to use its company name, trade name or business name or any other business asset which will materially and adversely affect the value of the goodwill of the Borrower

## 5.4 Enforcement of rights

The Borrower shall use its reasonable endeavours to

- (a) procure the prompt observance and performance of the covenants and other obligations imposed on the Borrower's counterparties (including each counterparty in respect of a Relevant Agreement and each insurer in respect of an Insurance Policy), and
- (b) enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets that the Lender may reasonably require from time to time

## 5.5 Title documents

Following an Event of Default, the Borrower shall, as so required by the Lender, deposit with the Lender and the Lender shall, for the duration of this deed following an Event of Default be entitled to hold

- (a) all deeds and documents of title relating to the Secured Assets that are in the possession or control of the Borrower (and if these are not within the possession or control of the Borrower, the Borrower undertakes to use reasonable endeavours to obtain possession of all these deeds and documents of title),
- (b) all Insurance Policies and any other insurance policies relating to any of the Secured Assets that the Borrower is entitled to possess,
- (c) all deeds and documents of title (if any) relating to the Book Debts as the Lender may specify from time to time, and

- (d) copies of all the Relevant Agreements, certified to be true copies by either a director of the Borrower or by the Borrower's solicitors

#### 5 6 Insurance

- (a) The Borrower shall insure and keep insured the Secured Assets against those risks and to the extent as is usual for companies carrying on the same or substantially similar business

Any such insurance must be with an insurance company or underwriters, and (in relation to any Insurance Policy that is entered into after the date of this deed and if the Lender gives reasonable notice of its requirements in advance of entering into such policy) on such terms as are reasonably acceptable to the Lender, and must be for not less than the replacement value of the relevant Secured Assets

- (b) The Borrower shall, if requested by the Lender, produce to the Lender each policy, certificate or cover note relating to the insurance required by clause 5 6(a)

#### 5 7 Insurance premiums

The Borrower shall

- (a) promptly pay all premiums in respect of each insurance policy maintained by it in accordance with clause 5 6(a) and do all other things necessary to keep that policy in full force and effect, and
- (b) (if the Lender so requires) produce to, or deposit with, the Lender the receipts for all premiums and other payments necessary for effecting and keeping up each insurance policy maintained by it in accordance with clause 5 6(a)

#### 5 8 No invalidation of insurance

The Borrower shall use reasonable endeavours not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any insurance policy maintained by it in accordance with clause 5 6(a)

#### 5 9 Proceeds of Insurance Policies

Following an Event of Default which is continuing, all monies received or receivable by the Borrower under any Insurance Policy maintained by it in accordance with clause 5 6(a) (including all monies received or receivable by it under any Insurance Policy) at any time (whether or not the security constituted by this deed has become enforceable) shall

- (a) immediately be paid to the Lender,

- (b) if they are not paid directly to the Lender by the insurers, be held by the Borrower as trustee of the same for the benefit of the Lender (and the Borrower shall account for them to the Lender), and
- (c) at the option of the Lender, be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or in, or towards, discharge or reduction of the Secured Liabilities

#### 5 10 Notices to be given by the Borrower

Following an Event of Default which is continuing, the Borrower shall

- (a) as so requested by the Lender from time to time
  - (i) give notice to each counterparty to a Relevant Agreement in the form set out in Part 1 of Schedule 3, and
  - (ii) use reasonable endeavours to procure that each counterparty promptly provides to the Lender within five Business Days an acknowledgement of the notice in the form set out in Part 2 of Schedule 3,
- (b) as so requested by the Lender from time to time
  - (i) give notice to each insurer under an Insurance Policy in the form set out in Part 1 of Schedule 4, and
  - (ii) use reasonable endeavours to procure that each insurer promptly provides to the Lender within five Business Days an acknowledgement of the notice in the form set out in Part 2 of Schedule 4, and
- (c) as so requested by the Lender from time to time
  - (i) give notice to each bank, financial institution or other person (other than the Lender) with whom the Borrower holds an account in the form set out in Part 2 of Schedule 5, and
  - (ii) use reasonable endeavours to procure that each such bank, financial institution or other person promptly provides to the Lender within five Business Days an acknowledgement of the notice in the form of Part 3 of Schedule 5

## **6. PROPERTY COVENANTS**

### **6 1 Compliance with covenants and payment of rent**

The Borrower shall, where a Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time, and perform and observe all the tenant's covenants and conditions

## **7. INVESTMENTS COVENANTS**

### **7 1 Deposit of title documents**

- (a) The Borrower shall, on the purchase or acquisition by it of Investments after the date of this deed, deposit with the Lender, or as the Lender may direct, all stock or share certificates and other documents of title or evidence of ownership relating to those Investments
- (b) At the same time as depositing documents with the Lender, or as the Lender may direct, in accordance with clause 7 1(a), the Borrower shall also deposit with the Lender, or as the Lender may direct
  - (i) all stock transfer forms relating to the relevant Investments duly completed and executed by or on behalf of the Borrower, but with the name of the transferee, the consideration and the date left blank, and
  - (ii) any other documents (in each case duly completed and executed by or on behalf of the Borrower) that the Lender may request to enable it or any of its nominees, or any purchaser or transferee, to be registered as the owner of, or otherwise obtain a legal title to, or to perfect its security interest in any of the relevant Investments,

so that the Lender may, following an Event of Default which is continuing, complete and present those stock transfer forms and other documents to the issuer of the Investments for registration

### **7 2 Nominations**

- (a) The Borrower shall terminate with immediate effect all nominations it may have made (including, without limitation, any nomination made under section 145 or section 146 of the Companies Act 2006) in respect of any Investments and, pending that termination, procure that any person so nominated
  - (i) does not exercise any rights in respect of any Investments without the prior written approval of the Lender, and

- (ii) immediately on receipt by it, forward to the Lender all communications or other information received by it in respect of any Investments for which it has been so nominated
- (b) The Borrower shall not, during the Security Period, exercise any rights (including, without limitation, any rights under sections 145 and 146 of the Companies Act 2006) to nominate any person in respect of any of the Investments

### 7.3 Pre-emption rights and restrictions on transfer

The Borrower shall

- (a) obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association (or otherwise) of an issuer of any Investments, for the transfer of the Investments to the Lender or its nominee, or to a purchaser on enforcement of the security constituted by this deed, and
- (b) procure the amendment of the share transfer provisions (including, but not limited to, deletion of any pre-emption provisions) under the articles of association, other constitutional document or otherwise of each issuer of the Investments in any manner that the Lender may require in order to permit the transfer of the Investments to the Lender or its nominee, or to a purchaser on enforcement of the security constituted by this deed

### 7.4 Dividends and voting rights before enforcement

- (a) Before the security constituted by this deed becomes enforceable, the Borrower may retain and apply for its own use all dividends, interest and other monies paid or payable in respect of the Investments
- (b) Before the security constituted by this deed becomes enforceable, the Borrower may exercise all voting and other rights and powers in respect of the Investments
- (c) The Lender shall not, by exercising or not exercising any voting rights or otherwise, be construed as permitting or agreeing to any variation or other change in the rights attaching to or conferred by any of the Investments that the Lender considers prejudicial to, or impairing the value of, the security created by this deed

### 7.5 Dividends and voting rights after enforcement

After the security constituted by this deed has become enforceable

- (a) all dividends and other distributions paid in respect of the Investments and received by the Borrower shall be held by the Borrower on trust for

the Lender or, if received by the Lender, shall be retained by the Lender, and

- (b) all voting and other rights and powers attaching to the Investments shall be exercised by, or at the direction of, the Lender and the Borrower shall, and shall procure that its nominees shall, comply with any directions the Lender may give, in its absolute discretion, concerning the exercise of those rights and powers

#### 7 6 Calls on Investments

Notwithstanding the security created by this deed, the Borrower shall promptly pay all calls, instalments and other payments that may be or become due and payable in respect of all or any of the Investments. The Borrower acknowledges that the Lender shall not be under any liability in respect of any such calls, instalments or other payments

#### 7 7 No alteration of constitutional documents or rights attaching to Investments

The Borrower shall not, without the prior written consent of the Lender, amend, or agree to the amendment of

- (a) the memorandum or articles of association, or any other constitutional documents, of any issuer of the Investments that is not a public company, or
- (b) the rights or liabilities attaching to, or conferred by, all or any of the Investments

#### 7 8 Preservation of Investments

The Borrower shall ensure (as far as it is able to by the exercise of all voting rights, powers of control and other means available to it) that any issuer of the Investments that is not a public company shall not

- (a) consolidate or subdivide any of the Investments, or re-organise, exchange, repay or reduce its share capital in any way,
- (b) issue any new shares or stock, or
- (c) refuse to register any transfer of any of the Investments that may be lodged with it for registration by, or on behalf of, the Lender or the Borrower in accordance with this deed

#### 7 9 Investments information

The Borrower shall, if requested by the Lender, promptly send to the Lender copies of any notice, circular, report, accounts and any other document received by it that relates to the Investments

## **8. EQUIPMENT COVENANTS**

### **8 1 Maintenance of Equipment**

The Borrower shall

- (a) maintain the Equipment in good and serviceable condition (except for expected fair wear and tear) in compliance with all relevant manuals, handbooks, manufacturer's instructions and recommendations and maintenance or servicing schedules, and
- (b) at its own expense, renew and replace any parts of the Equipment when they become obsolete, worn out or damaged with parts of a similar quality and of equal or greater value

## **9. ACCOUNTS COVENANTS**

### **9 1 Accounts Notification and Variation**

The Borrower shall, if requested by the Lender, deliver to the Lender within 5 Business Days from such request, details of each account maintained by it with any bank or financial institution (other than with the Lender)

### **9 2 Accounts Operation before Event of Default**

The Borrower shall prior to the occurrence of an Event of Default be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any account subject to the terms of the Facility Agreement

### **9 3 Accounts Operation after Event of Default**

After the occurrence of an Event of Default which is continuing the Borrower shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any account except with the prior consent of the Lender

### **9 4 Accounts Application of Monies**

The Lender shall upon the occurrence of an Event of Default and while it is continuing be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any account in or towards the payment or other satisfaction of all or part of the Secured Liabilities

## **10. RELEVANT AGREEMENTS COVENANTS**

### **10 1 Relevant Agreements**

- (a) The Borrower shall, unless the Lender agrees otherwise in writing, comply with the terms of any Relevant Agreement and any other

document, agreement or arrangement comprising the Secured Assets (other than the Insurance Policies)

- (b) The Borrower shall not, unless the Lender agrees otherwise in writing
  - (i) amend or vary or agree to any change in, or waive any requirement of,
  - (ii) settle, compromise, terminate, rescind or discharge (except by performance), or
  - (iii) abandon, waive, dismiss, release or discharge any action, claim or proceedings against any counterparty to a Relevant Agreement or other person in connection with,

any Relevant Agreement or any other document, agreement or arrangement comprising the Secured Assets (other than the Insurance Policies)

## **11. INTELLECTUAL PROPERTY COVENANTS**

### **11.1 Preservation of rights**

The Borrower shall take all reasonable action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property that is material to the Borrower's business including (without limitation) by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings

### **11.2 Registration of Intellectual Property**

- (a) The Borrower shall use all reasonable efforts to register applications for the registration of any Intellectual Property in England and Wales, and shall keep the Lender informed of all matters relating to each such registration
- (b) The Borrower shall, as soon as reasonably practicable, file and register this deed at the relevant patent register or authority in England and Wales as may be available for the purpose in such name as may be required by the law of the place of registration, in order to register or perfect the Security over the Intellectual Property listed in Schedule 1 (*Intellectual Property*) that is registered in England and Wales created under this deed or to give notice to third parties to protect the priority of such security
- (c) The Borrower authorises the Lender (at the expense of the Borrower in relation to registrations in England and Wales and at the expense of the Lender in relation to registrations outside England and Wales) to file and register this deed at the relevant patent or other intellectual property register or authority in any jurisdiction as may be available for the purpose

in such name as may be required by the law of the place of registration, in order to register or perfect the Security created under this deed or to give notice to third parties to protect the priority of the security created by this deed

**11 3 Maintenance of Intellectual Property**

The Borrower shall not use or permit any Intellectual Property to be used in any way which may materially and adversely affect its value nor permit any Intellectual Property that is material to the Borrower's business to be abandoned, cancelled or to lapse

**12. POWERS OF THE LENDER**

**12 1 Power to remedy**

- (a) Following an Event of Default which is continuing, the Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this deed
- (b) The Borrower irrevocably authorises the Lender and its agents to do all things that are necessary or desirable for that purpose
- (c) Any monies expended by the Lender in remedying a breach by the Borrower of its obligations contained in this deed shall be reimbursed by the Borrower to the Lender on a full indemnity basis and shall carry interest in accordance with the terms of the Facility Agreement

**12 2 Exercise of rights**

- (a) The rights of the Lender under clause 12 1 are without prejudice to any other rights of the Lender under this deed
- (b) The exercise of any rights of the Lender under this deed shall not make the Lender liable to account as a mortgagee in possession

**12 3 Power to dispose of chattels**

- (a) At any time after the security constituted by this deed has become enforceable, the Lender or any Receiver may, as agent for the Borrower, dispose of any chattels or produce found on any Property
- (b) Without prejudice to any obligation to account for the proceeds of any disposal made under clause 12 3(a), the Borrower shall indemnify the Lender and any Receiver against any liability arising from any disposal made under clause 12 3(a)

#### 12.4 Lender has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Lender in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver

#### 12.5 Conversion of currency

- (a) For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Lender may convert any monies received, recovered or realised by it under this deed (including the proceeds of any previous conversion under this clause 12.5) from their existing currencies of denomination into any other currencies of denomination that the Lender may think fit
- (b) Any such conversion shall be effected at the then prevailing spot selling rate of exchange of Barclays Bank Plc for such other currency against the existing currency
- (c) Each reference in this clause 12.5 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency

#### 12.6 Indulgence

The Lender may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this deed (whether or not any such person is jointly liable with the Borrower) in respect of any of the Secured Liabilities, or of any other security for them without prejudice either to this deed or to the liability of the Borrower for the Secured Liabilities

#### 12.7 Appointment of an Administrator

- (a) The Lender may, without notice to the Borrower, appoint any one or more persons to be an Administrator of the Borrower pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this deed becomes enforceable
- (b) Any appointment under this clause 12.7 shall
  - (i) be in writing signed by a duly authorised signatory of the Lender, and
  - (ii) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986

- (c) The Lender may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 12.7 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified

#### 12.8 Further advances

The Lender covenants with the Borrower that it shall perform its obligations to make advances under the Facility Agreement (including any obligation to make available further advances)

### 13. WHEN SECURITY BECOMES ENFORCEABLE

#### 13.1 Security becomes enforceable on Event of Default

The security constituted by this deed shall become immediately enforceable if an Event of Default occurs or if the Borrower requests the Lender to exercise any of its powers under this deed or if a petition or application is presented for the making of an administration order in relation to the Borrower or if any person who is entitled to do so gives written notice of its intention to appoint an administrator of the Borrower or files such a notice with the court

#### 13.2 Discretion

After the security constituted by this deed has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets

### 14. ENFORCEMENT OF SECURITY

#### 14.1 Enforcement powers

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed
- (b) The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause 13.1
- (c) The restrictions contained in sections 93 and 103 of the Law of Property Act 1925 shall not apply to this deed and each mortgage or to the exercise by the Lender of its right to consolidate all or any of the security created by or pursuant to this deed and each mortgage with any other security in existence at any time or to its power of sale, which powers may be exercised by the Lender without notice to the Borrower on or at any time after the occurrence of an Event of Default

#### 14.2 Extension of statutory powers of leasing

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Lender and any Receiver, at any time after the security constituted by this deed has become enforceable, whether in its own name or in that of the Borrower, to

- (a) grant a lease or agreement to lease,
- (b) accept surrenders of leases, or
- (c) grant any option of the whole or any part of the Secured Assets with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Borrower, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Lender or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925

#### 14.3 Access on enforcement

- (a) At any time after the Lender has demanded payment of the Secured Liabilities or if the Borrower defaults in the performance of its obligations under this deed or the Facility Agreement, the Borrower will allow the Lender or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Secured Asset and for that purpose to enter on any premises where a Secured Asset is situated (or where the Lender or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to the Borrower for, or by any reason of, that entry
- (b) Following an Event of Default, the Borrower must use its best endeavours to allow the Lender or its Receiver access to any premises for the purpose of clause 14.3(a) (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same

#### 14.4 Prior Security

At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security having priority to this deed shall have become exercisable, the Lender may.

- (a) redeem that or any other prior Security,

- (b) procure the transfer of that Security to it, and
- (c) settle and pass any account of the holder of any prior Security

The settlement and passing of any such account passed shall, in the absence of any manifest error, be conclusive and binding on the Borrower. All monies paid by the Lender to an encumbrancer in settlement of any of those accounts shall, as from its payment by the Lender, be due from the Borrower to the Lender on current account and shall bear interest at the default rate of interest specified in the Facility Agreement and be secured as part of the Secured Liabilities.

#### 14.5 Protection of third parties

No purchaser, mortgagee or other person dealing with the Lender, any Receiver or Delegate shall be concerned to enquire

- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged,
- (b) whether any power the Lender, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable, or
- (c) how any money paid to the Lender, any Receiver or any Delegate is to be applied

#### 14.6 Privileges

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

#### 14.7 No liability as mortgagee in possession

Neither the Lender, any Receiver, any Delegate nor any Administrator shall be liable, by reason of entering into possession of a Security Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Secured Assets for which a mortgagee in possession might be liable as such.

#### 14.8 Conclusive discharge to purchasers

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

14.9 Right of appropriation

(a) To the extent that

- (i) the Secured Assets constitute Financial Collateral, and
- (ii) this deed and the obligations of the Borrower under it constitute a Security Financial Collateral Arrangement,

the Lender shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of those Secured Assets in or towards the payment or discharge of the Secured Liabilities in any order that the Lender may, in its absolute discretion, determine

- (b) The value of any Secured Assets appropriated in accordance with this clause shall be the price of those Secured Assets at the time the right of appropriation is exercised as listed on any recognised market index or determined by any other method that the Lender may select (including independent valuation)
- (c) The Borrower agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations

**15. RECEIVER**

15.1 Appointment

At any time after the security constituted by this deed has become enforceable, or at the request of the Borrower, the Lender may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets

15.2 Removal

The Lender may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated

15.3 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this deed, to the extent not otherwise discharged

**15 4 Power of appointment additional to statutory powers**

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise

**15 5 Power of appointment exercisable despite prior appointments**

The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Secured Assets

**15 6 Agent of the Borrower**

Any Receiver appointed by the Lender under this deed shall be the agent of the Borrower and the Borrower shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Borrower goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender

**16. POWERS OF RECEIVER**

**16 1 General**

- (a) Any Receiver appointed by the Lender under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 16 2 to clause 16 23
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.
- (c) Any exercise by a Receiver of any of the powers given by clause 16 may be on behalf of the Borrower, the directors of the Borrower (in the case of the power contained in clause 16 16) or himself

**16 2 Repair and develop Properties**

A Receiver may undertake or complete any works of repair, building or development on the Properties and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same

16 3 Surrender leases

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting any Property and may grant any other interest or right over any Property on any terms, and subject to any conditions, that he thinks fit

16 4 Employ personnel and advisers

A Receiver may provide services and employ or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he thinks fit A Receiver may discharge any such person or any such person appointed by the Borrower

16 5 Make VAT elections

A Receiver may make, exercise or revoke any value added tax option to tax as he thinks fit

16 6 Remuneration

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) that the Lender may prescribe or agree with him (without being limited to the maximum rate specified by the Law of Property Act 1925)

16 7 Realise Secured Assets

A Receiver may collect and get in the Secured Assets or any part of them in respect of which he is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights

16 8 Manage or reconstruct the Borrower's business

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Borrower

16 9 Dispose of Secured Assets

A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which he is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he thinks fit Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold

16 10 Sever fixtures and fittings

A Receiver may sever and sell separately any fixtures or fittings from any Property without the consent of the Borrower

16 11 Sell Book Debts

A Receiver may sell and assign all or any of the Book Debts in respect of which he is appointed in any manner, and generally on any terms and conditions, that he thinks fit

16 12 Valid receipts

A Receiver may give valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets

16 13 Make settlements

A Receiver may make any arrangement, settlement or compromise between the Borrower and any other person that he may think expedient

16 14 Bring proceedings

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as he thinks fit

16 15 Improve the Equipment

A Receiver may make substitutions of, or improvements to, the Equipment as he may think expedient

16 16 Make calls on Borrower members

A Receiver may make calls conditionally or unconditionally on the members of the Borrower in respect of uncalled capital with (for that purpose and for the purpose of enforcing payments of any calls so made) the same powers as are conferred by the articles of association of the Borrower on its directors in respect of calls authorised to be made by them

16 17 Insure

A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 19, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Borrower under this deed

16 18 Powers under the LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925, and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986

16 19 Borrow

A Receiver may, for any of the purposes authorised by this clause 16, raise money by borrowing from the Lender (or from any other person) either unsecured or on the security of all or any of the Secured Assets in respect of which he is appointed on any terms that he thinks fit (including, if the Lender consents, terms under which that security ranks in priority to this deed)

16 20 Redeem prior Security

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Borrower, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver

16 21 Delegation

A Receiver may delegate his powers in accordance with this deed

16 22 Absolute beneficial owner

A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights he would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Secured Assets or any part of the Secured Assets

16 23 Incidental powers

A Receiver may do any other acts and things that he

- (a) may consider desirable or necessary for realising any of the Secured Assets,
- (b) may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law, or
- (c) lawfully may or can do as agent for the Borrower

## **17. DELEGATION**

### **17.1 Delegation**

The Lender or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under clause 21.1)

### **17.2 Terms**

The Lender and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

### **17.3 Liability**

Neither the Lender nor any Receiver shall be in any way liable or responsible to the Borrower for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate

## **18. APPLICATION OF PROCEEDS**

### **18.1 Order of application of proceeds**

All monies received by the Lender, a Receiver or a Delegate pursuant to this deed, after the security constituted by this deed has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority

- (a) in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Lender (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed, the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers under or in connection with this deed and of all remuneration due to any Receiver under or in connection with this deed,
- (b) in or towards the discharge of all or any of the Secured Liabilities which are then due and payable, or
- (c) if any of the Secured Liabilities are then contingent, in payment to the credit of any accounts selected by the Security Agent to be held until such time as the Security Agent shall think fit pending their application in or towards the discharge of all or any of the Secured Liabilities which are at that time due and payable, or
- (d) in payment to the credit of any suspense or impersonal account for so long as the Security Agent shall think fit pending any further application of such monies (as the Security Agent shall be entitled, but not obliged, to

do in its discretion) in accordance with the previous provisions of this clause, and

- (e) if the Company is under no further actual or contingent liability under the Facility Agreement, in payment of the surplus to the Company

## **APPROPRIATION**

Neither the Lender, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities

### **18 2 Suspense account**

All monies received by the Lender, a Receiver or a Delegate under this deed

- (a) may, at the discretion of the Lender, Receiver or Delegate, be credited to any suspense or securities realised account,
- (b) shall bear interest, if any, at the rate agreed in writing between the Lender and the Borrower, and
- (c) may be held in that account for so long as the Lender, Receiver or Delegate thinks fit

## **19. NO LIABILITY**

### **19 1 No Liability**

None of the Lender, its nominee(s), any Receiver or any Delegate shall be liable by reason of (a) taking any action permitted by this deed or (b) any neglect or default in connection with the Secured Assets or (c) taking possession of or realising all or any part of the Secured Assets, except in the case of gross negligence or wilful default upon its part

### **19 2 Indemnity**

The Borrower shall indemnify the Lender, its nominee(s) each Receiver and each Delegate against all liabilities, costs, damages and losses (together with any applicable VAT) suffered or incurred by any of them as a result of

- (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Secured Assets,
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed, or

- (c) any default by the Borrower in performing any of its obligations under this deed

## **20. FURTHER ASSURANCE**

### **20 1 Further assurance**

Subject to the provisions of this deed and the Facility Agreement, the Borrower shall, at its own expense, take whatever action the Lender or any Receiver may reasonably require for

- (a) creating, perfecting or protecting the security intended to be created by this deed,
- (b) conferring on the Lender security over property or assets of the Borrower located in any jurisdiction outside of England and Wales, equivalent or similar to the security intended to be conferred by this deed,
- (c) facilitating the realisation of any Secured Asset, or
- (d) facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any Secured Asset,

including, without limitation (if the Lender or Receiver thinks it necessary) any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any registration

### **20 2 Consents**

The Borrower shall use all reasonable endeavours to promptly obtain (in form and content reasonably satisfactory to the Lender) any consents necessary, including any consent necessary for any mortgage, to enable the assets of the Borrower to be the subject of an effective fixed charge or assignment pursuant to clause 3 (*Grant of Security*) and, immediately upon obtaining any such consent, the asset concerned shall become subject to such security and the Borrower shall promptly deliver a copy of each consent to the Lender

### **20 3 Implied Covenants for Title**

The obligations of the Borrower under this deed and any mortgage shall be in addition to the covenants for title deemed to be included in this deed and any mortgage by virtue of part 1 of the Law of Property (Miscellaneous Provisions) Act 1994

## **21. POWER OF ATTORNEY**

### **21 1 Appointment of attorneys**

By way of security, the Borrower irrevocably appoints the Lender, every Receiver and every Delegate separately to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that, following an Event of Default which is continuing

- (a) the Borrower is required to execute and do under this deed, or
- (b) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Lender, any Receiver or any Delegate

### **21 2 Ratification of acts of attorneys**

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 21 1

## **22. RELEASE**

Subject to clause 29 3, on the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to

- (a) release the Secured Assets from the security constituted by this deed, and
- (b) reassign the Secured Assets to the Borrower

**23. ASSIGNMENT AND TRANSFER**

The provisions of clause 16 (*Assignment and Transfer*) of the Facility Agreement shall apply to this deed as though they were set out in full in this deed, mutatis mutandis

**24. SET-OFF**

The provisions of clause 17 (*Set-Off*) of the Facility Agreement shall apply to this deed as though they were set out in full in this deed, mutatis mutandis

**25. AMENDMENTS, WAIVERS AND CONSENTS**

The provisions of clause 19 (*Amendments, Waivers and Consents*) of the Facility Agreement shall apply to this deed as though they were set out in full in this deed, mutatis mutandis

**26. SEVERANCE**

The provisions of clause 20 (*Severance*) of the Facility Agreement shall apply to this deed as though they were set out in full in this deed, mutatis mutandis

**27. COUNTERPARTS**

The provisions of clause 21 (*Counterparts*) of the Facility Agreement shall apply to this deed as though they were set out in full in this deed, mutatis mutandis

Each Party may evidence their signature of this agreement by transmitting by email in portable document format (PDF) a signed signature page of this agreement together with the final version of this agreement in PDF or Word format, which shall constitute an original signed counterpart of this agreement. Without prejudice to the validity of this agreement, each Party adopting this method of signing will, as soon as reasonably practicable following circulation of the signature page by email, provide the other Parties with the original hard copy signed signature page

**28. THIRD PARTY RIGHTS**

**28.1 Third party rights**

- (a) Except as expressly provided in clause 19.2, a person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- (b) The rights of the parties to rescind or agree any amendment or waiver under this deed are not subject to the consent of any other person.

## **29. FURTHER PROVISIONS**

### **29.1 Independent security**

The security constituted by this deed shall be in addition to, and independent of, any other security or guarantee that the Lender may hold for any of the Secured Liabilities at any time. No prior security held by the Lender over the whole or any part of the Secured Assets shall merge in the security created by this deed.

### **29.2 Continuing security**

The security constituted by this deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this deed in writing.

### **29.3 Discharge conditional**

Any release, discharge or settlement between the Borrower and the Lender shall be deemed conditional on no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

- (a) the Lender or its nominee may retain this deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund, and
- (b) the Lender may recover the value or amount of such security or payment from the Borrower subsequently as if the release, discharge or settlement had not occurred.

### **29.4 Certificates**

A certificate or determination by the Lender as to any amount for the time being due to it from the Borrower under this deed and the Facility Agreement shall be, in the absence of any manifest error, conclusive evidence of the amount due.

**30. NOTICES**

The provisions of clause 23 (*Notices*) of the Facility Agreement shall apply to this deed as though they were set out in full in this deed, mutatis mutandis

**31. GOVERNING LAW AND JURISDICTION**

**31.1 Governing law**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

**31.2 Jurisdiction**

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims) Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

**SCHEDULE 1**  
**INTELLECTUAL PROPERTY**

<b>COUNTRY / SUPRANATIONAL AUTHORITY</b>	<b>SERIAL NUMBER</b>	<b>PATENT NUMBER</b>	<b>DATE FILED</b>	<b>DATE ISSUED</b>	<b>STATUS</b>
AUSTRALIA	2007267633	2007267633	23/05/2007	13/11/2014	ISSUED
AUSTRALIA	2014200060		23/05/2007		PENDING
AUSTRALIA	2007345597	2007345597	21/11/2007	01/05/2014	ISSUED
BRAZIL	PI0712467-8		23/05/2007		PUBLISHED
BRAZIL	P10721198-8		21/11/2007		PUBLISHED
BRUNEI	RE/0043/2013	RE/0043/2013	21/11/2007	26/06/2013	ISSUED
CANADA	2653228		23/05/2007		PENDING
CANADA	2676970		21/11/2007		PENDING
CHINA	200780025282 9	CN101484069B	23/05/2007	23/02/2011	ISSUED
CHINA	201010623648 6		28/12/2010		PUBLISHED
CHINA	200780052003 8	ZL 200780052003 8	21/11/2007	16/11/2011	ISSUED
CHINA	201110291296 3		19/09/2011		PUBLISHED
EUROPEAN PATENT CONVENTION	7797685	2023805	23/05/2007	04/07/2012	ISSUED
EUROPEAN PATENT CONVENTION	12158791 9	2462864	23/05/2007	15/10/2014	ISSUED
EUROPEAN PATENT CONVENTION	7868829 8	2111532	21/11/2007	31/10/2012	ISSUED
FRANCE	7797685	2023805	23/05/2007	04/07/2012	ISSUED
FRANCE	12158791 9	2462864	23/05/2007	15/10/2014	ISSUED
FRANCE	7868829 8	2111532	21/11/2007	31/10/2012	ISSUED

GERMANY	7797685	6 02007E+11	23/05/2007	04/07/2012	ISSUED
GERMANY	12158791 9	6 02007E+11	23/05/2007	15/10/2014	ISSUED
GERMANY	7868829 8	6 02007E+11	21/11/2007	31/10/2012	ISSUED
HONG KONG	9107455 4	HK1129291	23/05/2007	28/03/2013	ISSUED
HONG KONG	10104180	HK1138365	21/11/2007	28/03/2013	ISSUED
HONG KONG	12111173 2		21/11/2007		PUBLISHED
INDIA	7094/CHENP/2008		23/05/2007		PENDING
INDIA	5044/CHENP/2009		21/11/2007		PENDING
IRELAND	7868829 8	2111532	21/11/2007	31/10/2012	ISSUED
ITALY	7868829 8	2111532	21/11/2007	31/10/2012	ISSUED
JAPAN	2009-548240	5441715	21/11/2007	27/12/2013	ISSUED
MALAYSIA	PI 20084762	MY-149119-A	23/05/2007	15/07/2013	ISSUED
MALAYSIA	PI 20093164	MY-146999-A	21/11/2007	15/10/2012	ISSUED
MALAYSIA	PI 2012005439		21/11/2007		PENDING
MEXICO	MX/a/2008/014932	297909	23/05/2007	04/04/2012	ISSUED
MEXICO	MX/a/2009/008082	311543	21/11/2007	18/07/2013	ISSUED
SINGAPORE	200808674-6	148263	23/05/2007	30/06/2011	ISSUED
SINGAPORE	200905053-5	154257	21/11/2007	29/02/2012	ISSUED
SOUTH KOREA	10-2008-7031451		23/05/2007		ALLOWED
SOUTH KOREA	10-2009-7018080		21/11/2007		ALLOWED
SPAIN	7868829 8	2111532	21/11/2007	31/10/2012	ISSUED
TAIWAN	96118484	I429418	24/05/2007	11/03/2014	ISSUED
TAIWAN	96144149	I429416	21/11/2007	11/03/2014	ISSUED
THAILAND	701003146		22/06/2007		PUBLISHED

THAILAND	701005930		21/11/2007		PUBLISHED
UNITED KINGDOM	7797685	2023805	23/05/2007	04/07/2012	ISSUED
UNITED KINGDOM	12158791 9	2462864	23/05/2007	15/10/2014	ISSUED
UNITED KINGDOM	7868829 8	2111532	21/11/2007	31/10/2012	ISSUED
UNITED STATES	11/752,724	8,360,985	23/05/2007	29/01/2013	ISSUED
UNITED STATES	13/729,614		28/12/2012		PUBLISHED
UNITED STATES	11/752,756	8,343,063	23/05/2007	01/01/2013	ISSUED
UNITED STATES	11/944,092	7,822,299	21/11/2007	26/10/2010	ISSUED
UNITED STATES	12/897,263	8,111,953	04/10/2010	07/02/2012	ISSUED
UNITED STATES	13/363,508	8,467,636	01/02/2012	18/06/2013	ISSUED
UNITED STATES	13/919,685		17/06/2013		PUBLISHED
UNITED STATES	11/944,029	7,463,796	21/11/2007	09/12/2008	ISSUED
UNITED STATES	12/273,736	7,657,135	19/11/2008	02/02/2010	ISSUED
WIPO	PCT/US2007/069545		23/05/2007		NAT PHASE
WIPO	PCT/US2007/085397		21/11/2007		NAT PHASE

### SCHEDULE 3

#### NOTICE AND ACKNOWLEDGEMENT - RELEVANT AGREEMENT

##### Part 1

##### Form of notice

**[On the letterhead of the Borrower]**

**[NAME OF COUNTERPARTY]**

**[ADDRESS LINE 1]**

**[ADDRESS LINE 2]**

**[POSTCODE]**

**[DATE]**

Dear Sirs,

**DEBENTURE (THE "DEBENTURE") DATED [DATE] BETWEEN TARILIAN LASER TECHNOLOGIES LIMITED AND A.P. SAMPSON LIMITED**

We refer to the [**DESCRIBE RELEVANT AGREEMENT**] (the "Contract")

This letter constitutes notice to you that under the Debenture [*(a copy of which is attached)*] we have [*charged OR assigned, by way of security,*] to A P Sampson Limited (the "**Lender**") all our rights in respect of the Contract

We confirm that

- We will remain liable under the Contract to perform all the obligations assumed by us under the Contract
- None of the Lender, any delegate appointed by the Lender or any Receiver appointed by the Lender will at any time be under any obligation or liability to you under or in respect of the Contract

Neither the Debenture nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Contract

Subject to the above, we will remain entitled to exercise all our rights, powers and discretions under the Contract and you may continue to deal with us in relation to the Contract and give notices under the Contract to us unless and until you receive written notice to the contrary from the Lender. Thereafter, all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Lender or as it directs and we will cease to have any right to deal with you in relation to the Contract and you must deal only with the Lender

Please note that we have agreed that we will not amend or waive any provision of or terminate the Contract without the prior written consent of the Lender

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The instructions in this notice may only be revoked or amended with the prior written consent of the Lender

Please confirm that you agree to the terms of this notice, and to act in accordance with its provisions, by sending the attached acknowledgement to the Lender at [ADDRESS OF LENDER], with a copy to us

This notice, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales

Yours faithfully,

TARILIAN LASER TECHNOLOGIES LIMITED

## Part 2

### Form of acknowledgement

*[On the letterhead of the counterparty]*

**[NAME OF LENDER]**

**[ADDRESS LINE 1]**

**[ADDRESS LINE 2]**

**[POSTCODE]**

**[DATE]**

Dear Sirs,

**DEBENTURE (THE "DEBENTURE") DATED [DATE] BETWEEN TARILIAN LASER TECHNOLOGIES LIMITED AND A.P. SAMPSON LIMITED**

We confirm receipt from TARILIAN LASER TECHNOLOGIES LIMITED (Borrower) of a notice (the "Notice") dated [DATE] of *[a charge OR an assignment, by way of security,]* of all the Borrower's rights under *[DESCRIBE RELEVANT AGREEMENT]* (the "Contract")

*[Terms defined in the Notice shall have the same meaning when used in this acknowledgement]*

We confirm that

- We accept the confirmations and instructions contained in the Notice and agree to comply with the Notice
- There has been no amendment, waiver or release of any rights or interests in the Contract since the date of the Contract
- We will not cancel, avoid, release or otherwise allow the Contract to lapse without giving the Lender at least 30 days' prior written notice
- We have not, as at the date of this acknowledgement, received notice that the Borrower has assigned its rights under the Contract to a third party, or created any other interest (whether by way of security or otherwise) in the Contract in favour of a third party
- The Lender will not in any circumstances have any liability in relation to the Contract
- The Contract shall not be rendered void, voidable or unenforceable by reason of any non-disclosure by the Lender

---

This letter, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales

Yours faithfully,

**[COUNTERPARTY]**

## SCHEDULE 4

### NOTICE AND ACKNOWLEDGEMENT - INSURANCE POLICY

#### Part 1

##### Form of notice

**[On the letterhead of the Borrower]**

**[NAME OF INSURANCE COMPANY]**

**[ADDRESS LINE 1]**

**[ADDRESS LINE 2]**

**[POSTCODE]**

**[DATE]**

Dear Sirs,

**DEBENTURE (THE "DEBENTURE") DATED [DATE] BETWEEN TARILIAN LASER TECHNOLOGIES LIMITED AND A.P. SAMPSON LIMITED**

We refer to the **[DESCRIBE INSURANCE POLICY AND SPECIFY ITS POLICY NUMBER]** (the "Policy")

This letter constitutes notice to you that under the Debenture **[(a copy of which is attached)]** we have **[charged OR assigned, by way of security,]** to A P SAMPSON LIMITED (the "Lender") all our rights in respect of the Policy (including all claims and all returns of premium in connection with the Policy)

We irrevocably instruct and authorise you to

- Comply with the terms of any written instructions received by you from the Lender relating to the Policy, without notice or reference to, or further authority from, us and without enquiring as to the justification or the validity of those instructions
- Hold all sums from time to time due and payable by you to us under the Policy to the order of the Lender
- Pay, or release, all monies to which we are entitled under the Policy to the Lender, or to such persons as the Lender may direct
- Disclose information in relation to the Policy to the Lender on request by the Lender

Neither the Debenture nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Policy

Subject to the above, you may continue to deal with us in relation to the Policy until you receive written notice to the contrary from the Lender. Thereafter, we will cease to have any right to deal with you in relation to the Policy and you must deal only with the Lender.

The instructions in this notice may only be revoked or amended with the prior written consent of the Lender.

Please confirm that you agree to the terms of this notice and to act in accordance with its provisions by sending the attached acknowledgement to the Lender at [**ADDRESS OF LENDER**], with a copy to us.

This notice, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.

Yours faithfully,

TARILIAN LASER TECHNOLOGIES LIMITED

## Part 2

### Form of acknowledgement

*[On the letterhead of the insurance company]*

**[NAME OF LENDER]**

**[ADDRESS LINE 1]**

**[ADDRESS LINE 2]**

**[POSTCODE]**

**[DATE]**

Dear Sirs,

**DEBENTURE (THE "DEBENTURE") DATED [DATE] BETWEEN TARILIAN LASER TECHNOLOGIES LIMITED AND A.P. SAMPSON LIMITED**

We confirm receipt from TARILIAN LASER TECHNOLOGIES LIMITED the ("**Borrower**") of a notice (the "**Notice**") dated [DATE] of [*a charge OR an assignment, by way of security,*] of all the Borrower's rights under [**DESCRIBE INSURANCE POLICY AND ITS NUMBER**] (the "**Policy**")

*[Terms defined in the Notice shall have the same meaning when used in this acknowledgement.]*

We confirm that

- We accept the instructions and authorisations contained in the Notice and agree to comply with the Notice
- There has been no amendment, waiver or release of any rights or interests in the Policy since the date the Policy was issued
- We will not cancel, avoid, release or otherwise allow the Policy to lapse without giving the Lender at least 30 days' prior written notice
- We have not, as at the date of this acknowledgement, received notice that the Borrower has assigned its rights under the Policy to a third party, or created any other interest (whether by way of security or otherwise) in the Policy in favour of a third party
- The Lender will not in any circumstances be liable for the premiums in relation to the Policy
- The Policy shall not be rendered void, voidable or unenforceable by reason of any non-disclosure by the Lender

This letter, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales

Yours faithfully,

**[INSURER]**

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**SCHEDULE 5**

**BANK ACCOUNTS - LIST, FORMS OF NOTICE AND ACKNOWLEDGEMENT**

**Part 1**

**List of bank accounts**

None

Part 2

Form of notice

*[On the letterhead of the Borrower]*

**[BANK, FINANCIAL INSTITUTION OR OTHER PERSON]**

**[ADDRESS LINE 1]**

**[ADDRESS LINE 2]**

**[POSTCODE]**

**[DATE]**

Dear Sirs,

**DEBENTURE (THE "DEBENTURE") DATED [DATE] BETWEEN TARILIAN LASER TECHNOLOGIES LIMITED AND A.P. SAMPSON LIMITED**

This letter constitutes notice to you that under the Debenture *[(a copy of which is attached)]* we have charged, by way of first fixed charge, in favour of A P SAMPSON LIMITED (the "Lender") all monies from time to time standing to the credit of the account held with you and detailed below (the "Account"), together with all other rights and benefits accruing to or arising in connection with the Account (including, but not limited to, entitlements to interest)

**NAME OF ACCOUNT: [NAME OF ACCOUNT]**

**SORT CODE: [SORT CODE]**

**ACCOUNT NUMBER: [ACCOUNT NUMBER]**

We irrevocably instruct and authorise you to

- Disclose to the Lender any information relating to the Account requested from you by the Lender
- *[Comply with the terms of any written notice or instructions relating to the Account received by you from the Lender]*
- *[Hold all sums from time to time standing to the credit of the Account to the order of the Lender]*
- *[Pay or release all or any part of the monies standing to the credit of the Account in accordance with the written instructions of the Lender]*

*[We acknowledge that you may comply with the instructions in this notice without any further permission from us]*

*[We are not permitted to withdraw any amount from the Account without the prior written consent of the Lender.]*

---

***[The instructions in this notice may only be revoked or amended with the prior written consent of the Lender.]***

This notice, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales

Please ***[acknowledge receipt of this notice] OR [confirm that you agree to the terms of this notice and to act in accordance with its provisions]*** by sending the attached acknowledgement to the Lender at ***[ADDRESS OF LENDER]***, with a copy to us

Yours faithfully,

Signed

TARILIAN LASER TECHNOLOGIES LIMITED

### Part 3

#### Form of acknowledgement

*[On the letterhead of the bank, financial institution or other person]*

**[LENDER]**

**[ADDRESS LINE 1]**

**[ADDRESS LINE 2]**

**[POSTCODE]**

**[DATE]**

Dear Sirs,

**DEBENTURE (THE "DEBENTURE") DATED [DATE] BETWEEN TARILIAN LASER TECHNOLOGIES LIMITED AND A.P. SAMPSON LIMITED**

We confirm receipt from TARILIAN LASER TECHNOLOGIES LIMITED (the "**Borrower**") of a notice (the "**Notice**") dated **[DATE]** of a charge (on the terms of the Debenture) over all monies from time to time standing to the credit of the account detailed below (the "**Account**"), together with all other rights and benefits accruing to or arising in connection with the Account (including, but not limited to, entitlements to interest)

We confirm that we

- Accept the instructions contained in the Notice and agree to comply with the Notice
- **[Will not permit any amount to be withdrawn from the Account without your prior written consent]**
- Have not received notice of the interest of any third party in the Account
- Have neither claimed nor exercised, nor will claim or exercise any security interest, set-off, counter-claim or other right in respect of the Account

The Account is

**NAME OF ACCOUNT: [NAME OF ACCOUNT]**

**SORT CODE: [SORT CODE]**

**ACCOUNT NUMBER: [ACCOUNT NUMBER]**

This letter, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales

Yours faithfully,

**EXECUTION PAGE TO DEBENTURE**

Executed as a deed by **TARILIAN  
LASER TECHNOLOGIES LIMITED**  
acting by two directors

Redacted pursuant to s 859G Companies Act 2006

Director

Redacted pursuant to s 859G Companies Act 2006

Director

Executed as a deed by **A.P. SAMPSON  
LIMITED** acting by a director

Director

In the presence of

Witness signature

Witness name.

Witness address

**EXECUTION PAGE TO DEBENTURE**

Executed as a deed by **TARILIAN  
LASER TECHNOLOGIES LIMITED**  
acting by two directors

.....  
Director

.....  
Director

Executed as a deed by **A.P. SAMPSON  
LIMITED** acting by a director

Redacted pursuant to s 859G  
Companies Act 2006  
.....  
Director

In the presence of:

Redacted pursuant to s 859G  
Companies Act 2006

Witness signature:

Witness name:

PRADIP POPAT

Witness address.

Redacted pursuant to s 859G  
Companies Act 2006