



Registration of a Charge

Company name: **FRENCHGATE INTERCHANGE LIMITED**

Company number: **05867230**



X9KX39MJ

Received for Electronic Filing: **29/12/2020**

Details of Charge

Date of creation: **23/12/2020**

Charge code: **0586 7230 0007**

Persons entitled: **DEUTSCHE PFANDBRIEFBANK AG AS SECURITY TRUSTEE**

Brief description: **NONE.**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by:

ASHURST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5867230

Charge code: 0586 7230 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd December 2020 and created by FRENCHGATE INTERCHANGE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th December 2020 .

Given at Companies House, Cardiff on 31st December 2020

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Second Ranking Shareholder Security Agreement

Frenchgate Interchange Limited

as Chargor

and

Deutsche Pfandbriefbank AG

as Security Agent

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THIS DEED is made on 23 December 2020

BETWEEN:

- (1) **FRENCHGATE INTERCHANGE LIMITED** (a company incorporated in England and Wales with registered number 05867230) (the "**Chargor**"); and
- (2) **DEUTSCHE PFANDBRIEFBANK AG** as security trustee for the Secured Parties (the "**Security Agent**").

WHEREAS:

- A. As a condition precedent to the Utilisation Date, the Chargor granted first ranking security in favour of the Security Agent pursuant to the First Ranking Shareholder Security Agreement.
- B. As a condition precedent to the amendment and restatement of the Original Facility Agreement, the Chargor is required to enter into this deed to grant second ranking security in favour of the Security Agent.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

In this deed:

"Borrower" means The Frenchgate Limited Partnership, acting by its general partner, Frenchgate General Partner Limited;

"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by this deed;

"Default Rate" means the rate at which default interest is payable under clause 8.4 (Default Interest) of the Facility Agreement;

"Distribution Rights" means all dividends, distributions, interest and/or other income paid or payable on any Subsidiary Share, together with all shares or other property derived from that Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise);

"Event of Default" means an Event of Default as defined in the Facility Agreement;

"Facility Agreement" means the Original Facility Agreement;

"First Ranking Shareholder Security Agreement" means the shareholder security agreement dated 8 September 2014 between the Chargor as chargor and the Security Agent;

"Floating Charge Asset" means an asset charged under clause 3.2 (Floating Charge);

"Intercreditor Agreement" means the intercreditor agreement originally dated 8 September 2014 and amended on or about the date of this deed between, amongst others, the Original Debtors, the Senior Lender and the Mezzanine Lender (each as defined therein);

"Legal Reservations" means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under the Limitation Act, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim;
- (c) the limitation of the enforcement of the terms of leases of real property by laws of general application to those leases;
- (d) similar principles, rights and remedies under the laws of any Relevant Jurisdiction; and
- (e) any other matters which are set out as qualifications or reservations as to matters of law of general application in any legal opinions supplied to the Facility Agent as a condition precedent under the Facility Agreement on or before the Utilisation Date;

"Material Adverse Effect" means a material adverse effect on:

- (a) the business, operations, property condition (financial or otherwise) or prospects of an Obligor; or
- (b) the ability of a Transaction Obligor to perform its obligations under any Transaction Document to which it is a party; or
- (c) the validity or enforceability of, or the effectiveness or ranking of any Security granted or purported to be granted pursuant to any of, the Finance Documents; or
- (d) the rights or remedies of any Finance Party under any of the Transaction Documents;

"Mezzanine Security" means the 'Security Documents' under and as defined in the Mezzanine Facility Agreement;

"Original Facility Agreement" means the facility agreement originally dated 8 September 2014, and amended on 8 August 2019, 7 November 2019 and 19 December 2019, as amended and restated pursuant to an amendment and restatement agreement dated on or about the date of this deed, under which certain Lenders have made available a loan facility of up to £100,000,000 to the Borrower;

"Receiver" means a receiver or receiver and manager or administrative receiver in each case appointed under this deed;

"Related Rights" means, in relation to any asset:

- (a) the proceeds of disposal of that asset or of any part of it;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities, undertakings or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document;

"Secured Parties" means the Finance Parties (including any person who accedes to the Facility Agreement as a Finance Party) and any Receiver, Administrator or Delegate, but, in the case of each Finance Party, only if it is a party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement in the appropriate capacity, pursuant to clause 17.6 (Creditor Accession Undertaking) of the Intercreditor Agreement;

"Security" means a mortgage, charge, standard security, assignation in security, pledge, lien, guarantee or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Subordinated Debt" means all and any debt or other payment obligation, financial accommodation or Financial Indebtedness provided by the Chargor to an Obligor;

"Subordinated Loan Agreement" means any agreement, contract or other document from time to time evidencing or recording the terms of any Subordinated Debt; and

"Subsidiary Shares" means all shares, stocks, limited or other partnership interests, units, warrants and securities owned by the Chargor from time to time including those specified in schedule 1.

1.2 Construction

- (a) In this deed, unless a contrary intention appears, a reference to:
- (i) words and expressions defined in the Facility Agreement have the same meanings when used in this deed unless otherwise defined in this deed;
 - (ii) the principles of construction contained in clause 1.2 (Construction) of the Facility Agreement apply equally to the construction of this deed, except that references to the Facility Agreement will be construed as references to this deed;
 - (iii) an **"agreement"** includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);
 - (iv) this **"deed"** includes any Security Accession Deed;
 - (v) a **"consent"** includes an authorisation, approval, exemption, licence, order, permission or waiver;
 - (vi) any **"Chargor"** or any other person shall be construed so as to include its successors in title, permitted assignees and transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;
 - (vii) **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **"loss"** shall be construed accordingly;
 - (viii) a **"Finance Document"** or any other agreement or instrument is a reference to that agreement or instrument as amended, novated, supplemented, extended, restated or replaced;
- (b) Section, clause and schedule heading are for ease of reference only.

- (c) The terms of the documents under which the Secured Liabilities arise and of any side letters between any Chargor and any Secured Party relating to the Secured Liabilities are incorporated in this deed to the extent required for any purported disposition of any Property contained in this deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (d) section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Agent in relation to the trusts created by this deed or any other Finance Document; and
- (e) The parties intend that this document shall take effect as a deed, notwithstanding the fact that a party may only execute it under hand.
- (f) Words importing the plural shall include the singular and vice versa.

1.3 Third Party Rights

- (a) Any Receiver or Delegate will have the right to enforce the provisions of this deed which are given in its favour however the consent of a Receiver or Delegate is not required for the rescission or variation of this deed.
- (b) Subject to paragraph (a), a person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this deed.

1.4 Conflict

Where at any time (from time to time) there is a conflict between any term of this deed and the terms of the Facility Agreement, then the relevant terms of the Facility Agreement shall prevail.

2. COVENANT TO PAY

2.1 Covenant to Pay

The Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Liabilities when it falls due for payment.

2.2 Limited Recourse

- (a) Despite any provision to the contrary in any Finance Document (including without limitation clause 2.1 (Covenant to Pay)), the liability of the Chargor to pay the Secured Liabilities at any time will be limited to the rights of enforcement and recovery against the Charged Property and accordingly the Security Agent agrees that the amount recoverable against the Chargor under this deed shall be limited to the aggregate amount equal to (without double counting):
 - (i) the aggregate amount (without any deduction for or on account of any set-off or similar right exercisable against the Chargor, any administrator or Receiver or any Finance Parties) generated by the making of demand under, or enforcing, all Security over the Charged Property; and
 - (ii) the aggregate amount of the proceeds of any disposal by an administrator or Receiver of all or any part of the Charged Property.
- (b) If the aggregate amount specified in paragraph (a) above is insufficient to pay or discharge the Secured Liabilities in full for any reason the Chargor will have no liability to pay or otherwise make good any such insufficiency.

- (c) Any amount of the Secured Liabilities not payable or paid when due by the Chargor in accordance with paragraphs (a) and (b) above will nevertheless continue to be regarded as being:
 - (i) due and payable for the purposes of clauses 12 (Application of Moneys) and 20 (Set-off); and
 - (ii) outstanding under this deed for the purposes of making the demand under, or enforcing, any Security, guarantee, indemnity or other assurance against financial loss in each case created or evidenced under the Finance Documents as security or in support of any of the Secured Liabilities.

3. **CHARGING CLAUSE**

3.1 **Fixed Charge**

The Chargor, as security for the payment of the Secured Liabilities, charges in favour of the Security Agent as trustee for the Secured Parties with full title guarantee all of its right, title and interest, both present and future from time to time owned by it or in which it has an interest in the following assets and, in each case, all Related Rights:

- (a) in the Subsidiary Shares and all corresponding Distribution Rights; and
- (b) to the extent not effectively assigned by clause 3.3 (Assignment), any Subordinated Debt;

with, the intention that such charge shall take effect as a second fixed charge and shall rank ahead of any other present or future security over the Charged Property, other than the security created under the First Ranking Shareholder Security Agreement.

3.2 **Floating Charge**

- (a) As further security for the payment to the Security Agent of the last of £1 of the Secured Liabilities the Chargor with full title guarantee hereby charges in favour of the Security Agent as trustee for the Secured Parties by way of floating charge the Charged Property to the extent not effectively charged by way of second fixed charge under clause 3.1 (Fixed Charge).
- (b) Subject to paragraph (c) below, if:
 - (i) an Event of Default has occurred; or
 - (ii) the Security Agent is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy; or
 - (iii) the Security Agent reasonably considers that it is desirable to protect the priority of the security,

the Security Agent may, by notice to the Chargor, convert the floating charge created under this deed into a fixed charge as regards those assets which it specifies in the notice.

- (c) Subject to paragraph (d) below, the floating charge created by this clause 3.2 (Floating Charge) may not be converted into a fixed charge in relation to the Chargor solely by reason of:
 - (i) the obtaining of a moratorium; or

(ii) anything done with a view to obtaining a moratorium,

in relation to the Chargor under Part A1 of the Insolvency Act 1986.

- (d) Paragraph (c) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (e) The moratorium referred to in clause 24.1 (Small Company Moratorium) of the First Ranking Shareholder Security Agreement will not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

3.3 Assignment

- (a) As further security for the payment and discharge of the Secured Liabilities, the Chargor assigns absolutely with full title guarantee in favour of the Security Agent (subject to re-assignment on final and unconditional discharge of the Secured Liabilities) all its right, title and interest in and under any Subordinated Debt including those recorded in any Subordinated Loan Agreement and, in each case, all Related Rights.
- (b) For the avoidance of doubt, the Chargor shall remain liable (and neither the Security Agent nor any other Secured Party shall in any way become liable) in respect of its obligations under the Subordinated Loan Agreements (if any).
- (c) The assignment in clause 3.3 (Assignment) will take effect only to the extent the rights are not validly assigned pursuant to the First Ranking Shareholder Security Agreement.

3.4 Fixed Security

Clause 3.1 (Fixed Charge) and clause 3.3 (Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

4. CONTINUING SECURITY

4.1 Continuing Security

This security is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or any other matter or thing.

4.2 Other Security

This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Security Agent and/or any other Secured Party may now or after the date of this deed hold for any of the Secured Liabilities, and this security may be enforced against the Chargor without first having recourse to any other rights of the Security Agent or any other Secured Party.

5. FURTHER ASSURANCE

5.1 General

- (a) The Chargor shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices

and instructions) as the Security Agent may specify (and in such form as the Security Agent may require in favour of the Security Agent or its nominee(s)):

- (i) to perfect and/or protect the Security created or intended to be created under or evidenced by this deed or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to this deed or by law;
- (ii) to confer on the Security Agent or on the Secured Parties Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this deed; and/or
- (iii) after the occurrence of an Event of Default, to facilitate the realisation and/or enforcement of the assets which are, or are intended to be, the subject of the Security created by this deed,

including the conversion of charges to assignments, assignments, equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance whatsoever and the giving of all notices, orders, instructions and directions whatsoever. In respect of paragraph 5.1(a)(i) and (ii) above, the Security Agent will act reasonably save where there is an Event of Default.

- (b) The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this deed.

5.2 **Conversion of Share Charge into Legal Mortgage**

If:

- (a) an Event of Default has occurred; or
- (b) the Security Agent (acting reasonably) is of the view that any legal process or execution is being enforced against any Subsidiary Shares or that any Subsidiary Shares are in danger of being seized or otherwise in jeopardy,

the Security Agent may, by notice to the Chargor, request that the Chargor converts the fixed charge created under clause 3.1 (Fixed Charge) of this deed into a legal mortgage as regards those Subsidiary Shares which the Security Agent specifies in the notice (the "**Specified Investments**"). The Chargor shall, at its own expense, promptly execute such deeds and other agreements and otherwise take whatever action the Security Agent may require (acting reasonably) in order to perfect and/or protect the security created (or intended to be created) pursuant to this clause over the Specified Investments.

6. **NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

- 6.1 The Chargor shall not create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property except as permitted by and in accordance with the Facility Agreement.
- 6.2 The Chargor will not, either in a single transaction or in a series of transactions whether related or not and whether voluntarily or involuntarily, sell, transfer, licence, lend, lease, surrender, renounce or otherwise dispose of the whole or any part of the Charged Property except as permitted by and in accordance with the Facility Agreement or with the prior written consent of the Security Agent.

7. **REPRESENTATIONS**

The Chargor represents and warrants to the Security Agent as follows on the date of this deed and every day until the Secured Liabilities have been irrevocably repaid in full:

(a) **Ownership**

- (i) it is the legal and beneficial owner of the Subsidiary Shares identified against its name in schedule 1 (save in relation to those Subsidiary Shares which are held by a nominee for it in which case it is the beneficial owner only of those Subsidiary Shares);
- (ii) all of those Subsidiary Shares are fully paid and are not subject to any option to purchase or similar rights and constitute all the share capital of the relevant Subsidiaries;
- (iii) other than the security granted under the Mezzanine Security Documents, no Security exists over all or any of the Subsidiary Shares, Distribution Rights or Related Rights;
- (iv) it is the sole legal and beneficial owner of the Subordinated Debt;
- (v) other than the security granted under the Mezzanine Security, the Subordinated Debt is free from any Security and any rights in favour of third parties except Security created by this deed; and
- (vi) the Subordinated Debt is in full force and effect and the terms on which the Subordinated Debt is recorded or constituted has not been varied or modified in any way or cancelled and no party to any agreement relating to Subordinated Debt is in default under the terms of such Subordinated Debt.

(b) **Status**

- (i) It is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (ii) It has the capacity to sue and be sued in its own name.
- (iii) It has the power to own its assets and to carry on its business as it is being conducted.
- (iv) Save for on insolvency, the laws and arrangements binding upon it, its constitutional documents cannot operate to require its termination, winding-up or other cessation until at least two years after the Termination Date.

(c) **Binding Obligations**

Subject to the Legal Reservations the obligations expressed to be assumed by it in this deed are legal, valid, binding and enforceable obligations.

(d) **Non-Conflict with Other Obligations**

The entry into and performance by it of, and the transactions contemplated by, this deed and the granting of the Security pursuant to this deed does not and will not conflict with:

- (i) any law or regulation applicable to it;
- (ii) its constitutional documents;

- (iii) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument, which would reasonably be expected to have a Material Adverse Effect; or
- (iv) result in the creation of, or oblige it to create, any Security over its assets other than as permitted under clause 6 (Negative Pledge).

(e) Power and Authority

- (i) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this deed and the transactions contemplated herein.
- (ii) No limit on its powers will be exceeded as a result of the borrowing, granting of security or giving of guarantees or indemnities contemplated by this deed.

(f) Authorisations

That all action, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) in order:

- (i) to enable it lawfully to enter into, exercise its rights and perform and comply with its obligations in this deed;
 - (ii) to ensure that those obligations are legally binding;
 - (iii) to ensure that the Security created or to be created by this deed has the ranking specified herein; and
 - (iv) to make this deed admissible in evidence in its Relevant Jurisdiction,
- have been obtained or effected and are in full force and effect.

(g) Ranking

The security created by this deed ranks or will rank second in priority to the First Ranking Shareholder Security Agreement, and is not subject to any prior ranking or pari passu ranking security other than the First Ranking Shareholder Security Agreement.

(h) Insolvency

No:

- (i) corporate action, legal proceeding or other procedure or step described in clause 24.7 (Insolvency Proceedings) of the Facility Agreement; or
- (ii) creditors' process described in clause 24.8 (Creditors' Process) of the Facility Agreement,

has been taken or, to the best of its knowledge and belief, threatened in relation to it and none of the circumstances described in clause 24.6 (Insolvency) of the Facility Agreement apply to it.

(i) Litigation

No litigation, arbitration, administrative or regulatory proceedings or investigations of, or before, any court, arbitral body or agency which if adversely determined, are reasonably likely to have a Material Adverse Effect have been started or (to the best of its knowledge and belief (having made all due and careful enquiry)) threatened against it.

8. UNDERTAKINGS

The Chargor undertakes to the Security Agent in the terms of this clause 8 from the date of this deed and for so long as any security constituted by or referred to in this deed remains in force.

8.1 Subordinated Loan

The Chargor will:

- (a) promptly after the execution of this deed (or, in respect of any agreement relating to any Subordinated Debt entered into after the date of execution of this deed, whether or not formally documented promptly after such entry), give notice to the other parties to any agreement relating to any Subordinated Debt (whether recorded in writing or not) that it has assigned its rights under the applicable Subordinated Debt to the Security Agent under this deed. Such notice will be given in substantially the form set out in schedule 2; and
- (b) procure that each party served with any such notice countersigns and returns the notice to the Security Agent on the date of the notice.

8.2 Documents Relating to the Charged Property

- (a) Subject to paragraph (c) below, the Chargor will promptly deposit with the Security Agent (or as it shall direct) all stock and share certificates and other documents of title relating to the Subsidiary Shares together with stock transfer forms executed in blank and left undated on the basis that the Security Agent shall be able to hold such documents of title and stock transfer forms until the Secured Liabilities have been irrevocably and unconditionally discharged in full and shall be entitled, at any time, following the occurrence of an Event of Default or if the Security Agent considers that the security constituted by this deed is in jeopardy to complete, under its power of attorney given by clause 9 (Attorney) below, the stock transfer forms on behalf of the Chargor in favour of itself or such other person as it shall select.
- (b) Without prejudice to the specific requirements for the delivery and deposit of documents in paragraph (a) above or elsewhere in this deed, the Chargor will promptly deliver to the Security Agent all documents relating to the Chargor which the Security Agent from time to time reasonably requires.
- (c) To the extent a share certificate or stock transfer form has been delivered to the Security Agent pursuant to the First Ranking Shareholder Security Agreement, the Chargor's obligations pursuant to paragraphs (a) and (b) above shall be deemed to have been discharged.

8.3 Voting and Distribution Rights

- (a) Subject to the terms of the Subordination Agreement, until an Event of Default occurs:
 - (i) the Chargor shall be entitled to receive and retain all dividends, distributions and other monies paid on or derived from the Subsidiary Shares; and

- (ii) the Chargor shall be entitled to exercise all voting and other rights and powers attaching to the Subsidiary Shares provided that it may not exercise any such voting or other rights or powers in a manner which is inconsistent with any Finance Document or which may be prejudicial to the interests of the Secured Parties under this deed.
- (b) On and after the occurrence of an Event of Default:
 - (i) the Chargor will promptly pay all dividends, distributions and other monies paid on or derived from the Subsidiary Shares into the Finance Account for application in accordance with clause 12 (Application of Moneys); and
 - (ii) the Security Agent may (in its sole discretion) exercise, refrain from exercising or disclaim any right to exercise any voting or other rights and powers attaching to the Subsidiary Shares (without any further consent or authority from the Chargor) and accordingly, the Chargor shall sign any resolution of the Subsidiaries in its capacity as holder of the Subsidiary Shares or any other document required to effect a vote or other right attaching to the shares, in accordance with the directions of the Security Agent. Any such disclaimer will confer on the Chargor the authority to direct the exercise of the disclaimed right, as if an Event of Default had not occurred, in accordance with paragraph (a)(ii) above; and
 - (iii) the Security Agent may transfer the Subsidiary Shares (or any of them) into the name of such nominee(s) of the Security Agent as it shall require,

in each case in the manner and on the terms the Security Agent thinks fit.

8.4 Voting Rights

The Chargor shall not exercise (and shall procure that any nominee acting on its behalf does not exercise) its voting rights in relation to the Charged Property in any manner, or otherwise permit or agree to, or concur or participate in any (i) variation of the rights attaching to or conferred by all or any part of the Charged Property and (ii) increase in the issued share capital of any company whose shares are charged pursuant to this Agreement, which in the reasonable opinion of the Security Agent would prejudice the value of, or the ability of the Security Agent to realise, the security created by this Agreement provided that the proceeds of any such action shall form part of the Charged Property.

8.5 Security Agent Exoneration

At any time when any Subsidiary Shares are registered in the name of the Security Agent or its nominee, the Security Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Subsidiary Shares are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Subsidiary Shares.

8.6 Retention of Documents

The Security Agent may retain any document delivered to it under clause 8.2 (Title Documents) or otherwise until the security created by this deed is released and, if for any reason it ceases to hold any such document before that time, it may by notice to the

Chargor require that the relevant document be redelivered to it and the Chargor shall promptly comply (or procure compliance) with that notice.

8.7 Preservation of Charged Property

- (a) The Chargor will observe and perform all covenants and stipulations from time to time affecting the Charged Property.
- (b) The Chargor will not vary any contract or other document relevant to its interest in any Charged Property where such variation would have a material adverse effect on the value of the relevant Charged Property or the rights of the Secured Parties.

8.8 Indemnity

The Chargor will indemnify the Security Agent against all losses incurred by the Security Agent as a result of a breach by the Chargor of its obligations under clauses 8.1 (Subordinated Loan) to 8.6 (Retention of Documents) (inclusive) and in connection with the exercise by the Security Agent of its rights contained in clause 9 (Attorney) above, save for any losses arising as a result of the Security Agent's gross negligence or wilful misconduct. All sums the subject of this indemnity will be payable by the Chargor to the Security Agent on demand and if not so paid will bear interest at the Default Rate. Any unpaid interest will be compounded with monthly rests.

8.9 Person with significant control regime

The Chargor shall within the relevant timeframe:

- (a) comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 relating to any Subsidiary Share; and
- (b) supply to the Security Agent any warning or restriction notice (each as defined in Schedule 1B of the Companies Act 2006) issued after the date of this deed relating to any Subsidiary Share.

9. ATTORNEY

- 9.1 The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, deliver and perfect any deed, agreement or other instrument and to do any act or thing:

- (a) which the Chargor is required to do by the terms of this deed; and/or
- (b) which is for the purpose of enabling the exercise of any rights or powers conferred on the Security Agent or any Receiver by this deed or by law,

(including any shareholder resolution of the Chargor in its capacity as holder of the Subsidiary Shares or any other document required to effect a vote or other right attaching to the Subsidiary Shares in accordance with clause 8.3 above) and the Chargor covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

10. ENFORCEMENT AND POWERS OF THE SECURITY AGENT

10.1 Statutory Restrictions

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this deed.

10.2 **Enforcement Powers**

For the purpose of all rights and powers implied or granted by statute, the Secured Liabilities is deemed to have fallen due on the date of this deed. The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by this deed shall be immediately exercisable at any time after an Event of Default has occurred.

10.3 **Statutory Powers**

The powers conferred on mortgagees, receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the security created by this deed, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this deed, those contained in this deed shall prevail.

10.4 **Appointment of Receiver or Administrator**

- (a) At any time after an Event of Default has occurred, or if so requested by the Chargor, the Security Agent may, by writing under hand signed by any officer or manager of the Security Agent, appoint any person (or persons) to be a Receiver of all or any part of the Charged Property.
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this deed.
- (c) Paragraph 14 of schedule B1 of the Insolvency Act 1986 shall apply to the floating charge created by this deed.
- (d) The Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A of the Insolvency Act 1986.

10.5 **Exercise of Powers**

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this deed, and all or any of the rights and powers conferred by this deed on a Receiver (whether expressly or impliedly), may be exercised by the Security Agent without further notice to the Chargor at any time after an Event of Default has occurred, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property.

10.6 **Appropriation**

- (a) In this deed, "**financial collateral**" has the meaning given to that term in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the "**Financial Collateral Regulations**").
- (b) At any time after an Event of Default has occurred, the Security Agent may appropriate all or part of the financial collateral in or towards satisfaction of the Secured Liabilities.
- (c) For the purposes of this clause 10.6, the Parties agree that the value of the financial collateral so appropriated shall be the market value of that financial collateral determined by the Security Agent by reference to a public index or by such other process as the Security Agent may select, including independent valuation. The parties to this Deed further agree that the method of valuation

provided for herein shall constitute a commercially reasonable valuation method for the purposes of the Financial Collateral Regulations.

- (d) Where the Security Agent exercises its rights of appropriation and the value of the financial collateral appropriated differs from the amount of the Secured Liabilities, as the case may be, either:
 - (i) the Security Agent must account to the Chargor for the amount by which the value of the appropriated financial collateral exceeds the Secured Liabilities; or
 - (ii) the Chargor will remain liable to the Secured Parties for any amount whereby the value of the appropriated financial collateral is less than the Secured Liabilities.

11. STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER

11.1 Receiver as Agent

Each Receiver shall be the agent of the Chargor which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Security Agent will not be responsible for any misconduct, negligence or default of a Receiver.

11.2 Powers of Receiver

Each Receiver appointed under this deed shall have all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this deed), so that the powers set out in schedule 1 to the Insolvency Act 1986 (to the extent relevant) shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the Chargor, each Receiver shall have power to:

- (a) develop, reconstruct, amalgamate or diversify any part of the business of the Chargor;
- (b) enter into or cancel any contracts on any terms or conditions;
- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not;
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Charged Property, without being responsible for loss or damage;
- (e) establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions;
- (f) make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances;
- (g) exercise all voting and other rights attaching to the Subsidiary Shares and stocks, shares and other securities owned by the Chargor and comprised in the Charged Property;
- (h) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts

so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;

- (i) appoint and discharge officers and others for any of the purposes of this deed and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit;
- (j) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor or relating to any of the Charged Property;
- (k) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any real property comprised in the Charged Property;
- (l) purchase or acquire any land or any interest in or right over land;
- (m) exercise on behalf of the Chargor all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of any Property; and
- (n) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this clause 11.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the Chargor for all such purposes,

and in each case may use the name of any Chargor and exercise the relevant power in any manner which he may think fit.

11.3 Removal of Receiver

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

11.4 Remuneration of Receiver

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it.

11.5 Several Receivers

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this deed (unless the document appointing such Receiver states otherwise).

12. APPLICATION OF MONEYS

12.1 Order of Application

Any moneys or other proceeds (whether cash or non-cash) received or realised by the Security Agent or a Receiver from the Chargor pursuant to this deed shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by the Intercreditor Agreement notwithstanding any purported appropriation by any Chargor.

12.2 Section 109 Law of Property Act 1925

Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this deed.

12.3 Suspense Account

- (a) Until the Secured Liabilities is paid in full, the Security Agent may place and keep (for such time as it shall determine) any money received pursuant to this deed or on account of the Chargor's liability in respect of the Secured Liabilities in an interest bearing separate suspense account (to the credit of either the Chargor or the Security Agent as the Security Agent shall think fit) and the Receiver may retain the same for the period which he and the Security Agent consider expedient without having any obligation to apply all or any part of that money in or towards discharge of the Secured Liabilities.
- (b) If the security created by this deed is enforced at a time when no amount is due under the Finance Documents but at the time when amounts may or will become due, the Security Agent (or Receiver) may pay the proceeds of recoveries into a suspense account.

13. PROTECTION OF THIRD PARTIES

13.1 No Obligation to Enquire

No purchaser from, or other person dealing with, the Security Agent, any Receiver or Delegate shall be obliged or concerned to enquire whether:

- (a) the right of the Security Agent or any Receiver to exercise any of the powers conferred by this deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Secured Liabilities remains outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

13.2 Receipt Conclusive

The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Security Agent or any Receiver.

14. PROTECTION OF SECURITY AGENT AND RECEIVER

14.1 No Liability

Neither the Security Agent nor any Receiver shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his gross negligence or wilful default.

14.2 Possession of Charged Property

Without prejudice to clause 14.1 (No Liability), if the Security Agent or any Delegate enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

14.3 **Waiver of defence**

The obligations of the Chargor under this deed will not be affected by any act, omission or circumstance which (but for this provision) may operate to release, reduce or otherwise exonerate the Chargor from its obligations hereunder including, without limitation:

- (a) any time or indulgence granted to or compositioned with any person;
- (b) the taking, variation, compromise, renewal, surrender or release of or refusal to enforce any rights, remedies or securities against or granted by any person;
- (c) any failure to comply with any formality or other requirement in relation to any security or failure to realise the full value of any security;
- (d) any legal limitation, disability, incapacity or lack of power or authority or other circumstance relating to any person;
- (e) any amendment, however fundamental, to the terms of this deed or any other document or security (including, without limitation, the Finance Documents);
- (f) any change in the constitution of any person or any amalgamation or consolidation of any person with another person;
- (g) any person becoming insolvent, going into receivership or liquidation or having an administrator appointed or becoming subject to any other procedure for the suspension of payments to or protection of creditors or similar proceedings;
- (h) any release of any person under the terms of any composition or arrangement;
- (i) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Finance Document or any other document or security; or
- (j) as any fluctuation in or partial repayment or prepayment of the Secured Liabilities.

14.4 **Immediate Recourse**

- (a) The Chargor waives any right it may have of first requiring any Secured Party or any Receiver to proceed against or enforce any other rights or security or claim payment from any person before claiming against the Chargor under this deed.
- (b) This waiver applies irrespective of any law or provision of a Finance Document to the contrary.

14.5 **No Competition**

Subject to clause 14.6 (Exercise of Rights), until all the Secured Liabilities have been irrevocably paid and discharged in full and the Security Agent has no further commitment to provide facilities or accommodation to Obligors, the Chargor will not exercise any rights which it may have:

- (a) to claim any right of contribution in relation to any payment made by the Chargor under this deed;
- (b) to be subrogated to the rights, Security or monies held, received or receivable by any Secured Party or any Receiver (or any trustee or other agent on its behalf);
- (c) following a claim made on the Chargor under this deed, to demand or accept repayment of any monies due from any Obligor or claim any set-off or counterclaim against any Obligor;

- (d) to claim or prove in a liquidation or other insolvency proceedings of any Obligor or any co-surety in competition with any Secured Party or any Receiver.

14.6 Exercise of Rights

Following the making of a demand under this deed, the Chargor will, at its own cost, promptly take such of the steps or actions as are referred to in clause 14.5 (No Competition) above as the Security Agent may from time to time stipulate.

14.7 Turnover

If at any time before all the Secured Liabilities have been irrevocably paid and discharged in full and the Finance Parties have no further commitment to provide facilities or accommodation to the Obligors the Chargor receives or recovers a payment with distribution of any kind whatsoever in accordance with any direction given to it under clause 14.6 (Exercise of Rights) the Chargor will on demand promptly pay all such amounts and distributions so received to the Security Agent for application in accordance with this deed and pending that payment will hold those amounts and distributions on trust for the Security Agent on behalf of the Secured Parties.

15. CUMULATIVE POWERS AND AVOIDANCE OF PAYMENTS

15.1 Cumulative Powers

The powers which this deed confers on the Security Agent, the other Secured Parties and any Receiver appointed under this deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Security Agent, the other Secured Parties or any Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Security Agent, the other Secured Parties and any Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

15.2 Amounts Avoided

If any amount paid by the Chargor in respect of the Secured Liabilities is capable of being avoided or set aside on the liquidation or administration of the Chargor or otherwise, then for the purposes of this deed that amount shall not be considered to have been paid.

15.3 Discharge Conditional

If any discharge, release arrangement (whether in respect of the obligations of the Chargor or other Transaction Obligor, or in respect of any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Chargor under this deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

15.4 Liability of Chargors

- (a) The Chargor shall be deemed to be a principal debtor and the sole, original and independent obligor for the Secured Liabilities and the Charged Property shall be deemed to be a principal security for the Secured Liabilities.
- (b) The liability of the Chargor under this deed and the charges contained in this deed shall not be impaired by any forbearance, neglect, indulgence, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the

Security Agent or any other Secured Party, or by any other act, event or matter whatsoever whereby the liability of the Chargor (as a surety only) or the charges contained in this deed (as secondary or collateral charges only) would, but for this provision, have been discharged.

- (c) Clause 18 (Guarantee and Indemnity) of the Facility Agreement will apply in relation to this deed as if incorporated in this deed, but on the basis that the obligations of "each Guarantor" arising under those clauses will be deemed to be substituted by the obligations of "the Chargor" under this deed.

16. RULING OFF ACCOUNTS

If the Security Agent or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property (except as permitted by the Facility Agreement) it may open a new account for the Chargor in its books. If it does not do so then (unless it gives express notice to the contrary to the Chargor), as from the time it receives that notice, all payments made by the Chargor to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities.

17. DELEGATION

The Security Agent may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this deed to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Security Agent will not be liable or responsible to the Chargor or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate.

18. REDEMPTION OF PRIOR CHARGES

The Security Agent may, at any time after an Event of Default has occurred, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor. The Chargor will on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

19. RELEASE

- 19.1 At such time as all the Secured Liabilities have been unconditionally and irrevocably discharged in full and the Security Agent has no further actual or contingent obligations to lend under or in connection with the Facility Agreement, the Security Agent shall at the request and cost of the Chargor execute such documents (or procure that its nominees execute such documents) as the Chargor may reasonably request and which may be required to discharge all the charges created by this deed.
- 19.2 On the release of any of the Charged Property, the Security Agent shall not be bound to return the identical securities which were deposited, lodged, held or transferred and the Chargor will accept securities of the same class and denomination or such other securities as shall then represent the Charged Property being released.

20. SET-OFF

20.1 Set-Off Rights

Any Secured Party may set off any matured obligation due from the Chargor under the Finance Documents (to the extent beneficially owned by that Secured Party) against any obligation (whether or not matured) owed by that Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

20.2 Different Currencies

A Secured Party may exercise its rights under clause 20.1 (Set-Off Rights) notwithstanding that the amounts concerned may be expressed in different currencies and each Secured Party is authorised to effect any necessary conversions at a market rate of exchange selected by it.

20.3 Unliquidated Claims

If the relevant obligation or liability of the Chargor is unliquidated or unascertained, the Secured Party may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

21. NOTICES

21.1 Mode of Service

- (a) Any notice, demand, consent, agreement or other communication (a **"Notice"**) to be served in connection with this deed will be in writing and will be made by letter or by facsimile transmission to the party to be served.
- (b) The address and facsimile number of each party to this deed for the purposes of clause 21.1(a) are:
 - (i) as shown immediately after its name on the execution pages of this deed; or
 - (ii) as notified by that party for this purpose to the Security Agent by not less than five Business Days' notice.
- (c) Any Notice to be served by the Chargor on a Secured Party will be effective only if it is expressly marked for the attention of the department or officer (if any) specified in conjunction with the relevant address and facsimile number referred to in clause 21.1(b).

21.2 Deemed Service

- (a) Subject to clause 21.2(b), a Notice will be deemed to be given as follows:
 - (i) if by letter, when delivered by hand or by courier; and
 - (ii) if by facsimile, when delivered.
- (b) A Notice given in accordance with clause 21.2(a) but received on a non-working day or after business hours in the place of receipt will be deemed to be given on the next working day in that place.

22. CHANGES TO PARTIES

22.1 Assignment by the Security Agent

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this deed in accordance with the Finance Documents.

22.2 No Assignment by the Chargor

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

22.3 Changes to Parties

The Chargor authorises and agrees to changes to parties under clause 25 (Changes to Lenders and Hedge Counterparties) of the Facility Agreement and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

23. CURRENCY CLAUSES

23.1 Conversion

All monies received or held by the Security Agent or any Receiver under this deed may be converted into any other currency which the Security Agent considers necessary to cover the obligations and liabilities comprised in the Secured Liabilities in that other currency at the Security Agent's spot rate of exchange then prevailing for purchasing that other currency with the existing currency.

23.2 No Discharge

No payment to the Security Agent (whether under any judgement or court order or otherwise) shall discharge the obligation or liability of the Chargor in respect of which it was made unless and until the Security Agent has received payment in full in the currency in which the obligation or liability was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Security Agent shall have a further separate cause of action against the Chargor and shall be entitled to enforce the security constituted by this deed to recover the amount of the shortfall.

24. MISCELLANEOUS

24.1 Small Company Moratorium

Notwithstanding any other provision of this deed, the obtaining of a moratorium under Part A1 of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing any floating charge created by this deed to crystallise or causing restrictions which would not otherwise apply to be imposed on the disposal of property by the Chargor or a ground for the appointment of a Receiver other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

24.2 Certificates Conclusive

A certificate or determination of the Security Agent as to any amount payable under this deed will be conclusive and binding on the Chargor, except in the case of manifest error.

24.3 **Invalidity of any Provision**

If any provision of this deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

24.4 **Failure to Execute**

Failure by one or more parties ("**Non-Signatories**") to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other parties who do execute this deed. Such Non-Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions.

24.5 **Counterparts**

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

25. **GOVERNING LAW AND SUBMISSION TO JURISDICTION**

25.1 This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

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

25.3 The parties to this deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

IN WITNESS whereof this deed has been duly executed and delivered on the above date first above written.

SCHEDULE 1

Subsidiary Shares

Subsidiary	Number and class of Shares	Details of nominees (if any) holding legal title to shares
Frenchgate LP Limited	One ordinary share of £1	
Cafefirst Limited	One ordinary share of £1	
Europa Frenchgate LP Limited	One ordinary share of £1	
Foodearth Limited	One ordinary share of £1	
Frenchgate Limited	General PartnerOne ordinary share of £1	

SCHEDULE 2

Form of notice to counterparties Subordinated Debt

To: [insert name and address of counterparty]

Dated: ●

Dear Sirs

Re: [here identify the relevant Subordinated Debt] (the "**Subordinated Debt**")

We notify you that [Chargor] (the "**Chargor**") has assigned to Deutsche Pfandbriefbank AG (the "**Security Agent**") for the benefit of itself and certain other banks and financial institutions (the "**Secured Parties**") all its right, title and interest in the Subordinated Debt as security for certain obligations owed by the Chargor to the Secured Parties.

We further notify you that:

1. the Chargor may not agree to amend or terminate the terms of the Subordinated Debt without the prior written consent of the Security Agent;
2. you may continue to deal with the Chargor in relation to the Subordinated Debt until you receive written notice to the contrary from the Security Agent. Thereafter the Chargor will cease to have any right to deal with you in relation to the Subordinated Debt and therefore from that time you should deal only with the Security Agent;
3. you are authorised to disclose information in relation to the Subordinated Debt to the Security Agent on request;
4. after receipt of written notice in accordance with paragraph 2 above, you must pay all monies to which the Chargor is entitled under the Subordinated Debt direct to the Security Agent (and not to the Chargor) unless the Security Agent otherwise agrees in writing; and
5. the provisions of this notice may only be revoked with the written consent of the Security Agent.

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

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) [other in respect of a notice dated ● from the Chargor giving notice that it has assigned to Deutsche Pfandbriefbank AG (for the benefit of itself and certain other parties) all its right, title and interest in the benefits arising under the Subordinated Debt] you have not received notice that the Chargor has assigned its rights under the Subordinated Debt to a third party or created any other interest (whether by way of security or otherwise) in the Subordinated Debt in favour of a third party; and
- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor any right of set-off, counter-claim or other right relating to the Subordinated Debt.

The provisions of this notice are governed by English law.

Yours faithfully

.....

for and on behalf of
[*insert name of Chargor*]

[*On acknowledgement copy*]

To: [iinsert name of Security Agent]

Copy to: [iinsert name and address of Chargor]

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above.

.....

for and on behalf of
[*insert name of Counterparty*]

Dated: ●

SIGNATORIES TO SHAREHOLDER SECURITY AGREEMENT

Chargor

EXECUTED as a deed by
FRENCHGATE INTERCHANGE LIMITED
acting by *Liam Cunningham* in the
presence of: *Director*

)
)
)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....
.....

MARY COMINS
.....

.....
.....
.....

Notice Details

Address: c/o Dmms, 3rd Floor, Julco House, 26/28 Great Portland Street, London W1W 8QT

Fax: 0207 493 3135

Email: liam@hsmc.ie; Annemarie@hsmc.ie and rlaser@dmproperty.com

Attention: Ronald Laser

Security Agent

Executed as a deed for and on behalf of)
DEUTSCHE PFANDBRIEFBANK AG:)
)
)

.....
Authorised Signatory

.....
Name of Authorised Signatory

.....
Authorised Signatory

.....
Name of Authorised Signatory

Notice Details

Address: 23rd Floor, 20 Fenchurch Street, London EC3M 3BY, United Kingdom

Facsimile: +44 (0)20 7743 7700

Email: LONDONCRMREUK1@pfandbriefbank.com.

Attention: Head of UK Credit Risk Management, Northern Europe