

MR01

Particulars of a charge

534156/13

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A fee is be payable with this form
Please see 'How to pay' on

✓ **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 the
instrument. Use form MR0



A04 15/04/2017 #110
COMPANIES HOUSE

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



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

1 **Company details**

Company number 0 6 1 1 3 3 0 7
Company name in full EVOLUTION LENDING LIMITED

For official use
→ **Filling in this form**
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

2 **Charge creation date**

Charge creation date 1 0 0 4 2 0 1 7

3 **Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name THE ROYAL BANK OF SCOTLAND PLC

Name

Name

Name

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

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

MR01

Particulars of a charge

4

Brief description

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

Brief description

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

Please limit the description to the available space.

5

Other charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☒ Yes Continue

☐ No Go to **Section 7**

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

☒ Yes

7

Negative Pledge

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

☒ Yes

☐ No

8

Trustee statement ①

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

☐

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

9

Signature

Please sign the form here.

Signature

Signature

X Macfarlanes 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 **Eloise Bradley**

Company name **Macfarlanes LLP**

Address **20 Cursitor Street**

Post town

County/Region **London**

Postcode **E C 4 A 1 L T**

Country **UK**

DX **DX No: 138 Chancery Lane**

Telephone **+44 (0)20 7831 9222**

**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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6113307

Charge code: 0611 3307 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th April 2017 and created by EVOLUTION LENDING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th April 2017.

Given at Companies House, Cardiff on 26th April 2017



Companies House



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

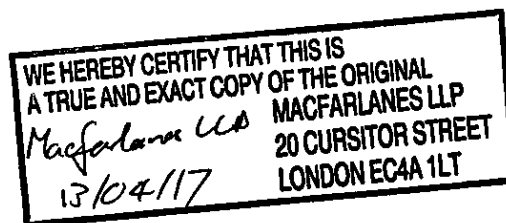
Date 10 April 2017

THE COMPANIES Identified in Schedule 1
as Original Chargors

THE ROYAL BANK OF SCOTLAND PLC
as Security Agent

SUPPLEMENTAL SECURITY AGREEMENT

This deed is subject to the terms of the Intercreditor Agreement



MACFARLANES

Macfarlanes LLP
20 Cursitor Street
London EC4A 1LT

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DATE

10 April

2017

PARTIES

- 1 **THE COMPANIES** whose names, registered numbers and registered offices are set out in schedule 1 (the "**Original Chargors**"); and
- 2 **THE ROYAL BANK OF SCOTLAND PLC** acting through its office at 9th Floor, 250 Bishopsgate London EC2M 4AA as agent and trustee for the Finance Parties (as defined below) (the "**Security Agent**").

BACKGROUND

- A The Original Chargors are entering into this deed in connection with the Finance Documents.
- B This deed is supplemental to:
 - (i) a security agreement originally dated 19 April 2013 and made between the Parent, Evolution, the Servicer and the Security Agent;
 - (ii) a supplemental security agreement dated 15 May 2014 and made between the Parent, Evolution, the Servicer and the Security Agent;
 - (iii) a supplemental security agreement dated 6 November 2015 and made between the Parent, Evolution, the Servicer and the Security Agent, to which Progressive Money Limited acceded Pursuant to a debenture accession deed dated 6 November 2015 and made between Progressive Money Limited and the Security Agent; and
 - (iv) a supplemental security agreement dated 30 August 2016 and made between the Parent, Evolution, the Servicer, Progressive Money Limited and the Security Agent (together, the "**Existing Security Documents**").
- C Progressive Money Limited, the Parent and the Servicer were released from their respective obligations under the Existing Security Documents (as applicable) pursuant to a partial deed of release dated on or about the date of this deed and granted by the Security Agent.
- D The Security Agent and the Original Chargors intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:1 **Definitions and Interpretation**1.1 **Definitions**

Unless otherwise provided in this deed, terms defined in the Senior Facility Agreement and, after the Senior Discharge Date, the Mezzanine Facility Agreement shall have the same meaning where used in this deed.

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

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

Additional Chargor: any person which becomes a Chargor by executing a Deed of Accession;

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

Assigned Agreements: the Hedging Agreements, the Servicing Agreements, and the Intercompany Loan Agreement;

Blocked Account: in relation to a Chargor:

- (a) any account so detailed in part 1 of schedule 3 or part 1 of schedule 2 of any Deed of Accession by which it has acceded to this deed, in each case specified as belonging to it; and
- (b) any other account which the Security Agent and that Chargor have so designated;

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

Chargor: an Original Chargor or an Additional Chargor;

Collections Account : means the account with that name the details of which are set out at part 2 of schedule 3 any replacement account which the Security Agent and that Chargor have so designated;

Credit Agreement: each written agreement between the Borrower and a Customer, including amendments thereto, which sets forth the terms and conditions pursuant to which a Mortgage Loan was initially advanced;

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

Debts: all book and other debts, of any kind whatsoever (including, without limitation, all Principal Receipts and all Revenue Receipts) now or at any time hereafter (and from time to time) due, owing or payable to any Chargor or in which any Chargor has an interest and the proceeds of the same, including the benefit of any judgement or order to pay a sum of money, and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to the same;

Deed of Accession: a deed substantially in the form of schedule 4;

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

Facility Agreements: the Senior Facility Agreement and the Mezzanine Facility Agreement;

File: in respect of a Mortgage Loan, all information, comments, documents and any correspondence from or to a Customer, including the Credit Agreement, together with any associated rights and security;

Finance Documents; the Senior Finance Documents and the Mezzanine Finance Documents;

Finance Parties: the Senior Finance Parties and the Mezzanine Finance Parties;

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

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

Insolvency Event: the occurrence of any of the events or circumstances set out in clauses 25.6 (*Insolvency*) – 25.8 (*Creditors' Process*) (inclusive) of the Senior Facility Agreement or in clauses 25.6 (*Insolvency*) – 25.8 (*Creditors' Process*) (inclusive) of the Mezzanine Facility Agreement;

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

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

Intercompany Loan Agreement: the intercompany loan agreement dated on or around 15 May 2014 between Darwin Loan Solutions Limited and Evolution Lending Limited (previously known as Evolution Banking Limited);

Lenders: the Senior Lenders and the Mezzanine Lenders;

LPA: the Law of Property Act 1925;

Mezzanine Agent: the Agent under and as defined in the Mezzanine Facility Agreement;

Mezzanine Facility Agreement: the mezzanine revolving facility agreement dated on or about the date of this deed and made between, among others, Darwin Loan Solutions Limited as parent, Evolution Lending Limited (previously known as Evolution Banking Limited) as original borrower, Evolution Money Limited as servicer and the Mezzanine Agent;

Mezzanine Finance Documents: the Finance Documents (as such term is defined in the Mezzanine Facility Agreement);

Mezzanine Finance Parties: the Finance Parties (as such term is defined in the Mezzanine Facility Agreement);

Mezzanine Lenders: the Lenders (as such term is defined in the Mezzanine Facility Agreement);

Mortgaged Property: a freehold or leasehold property which is subject to a Mortgage Loan and, together, the **Mortgaged Properties**;

Obligor: each Obligor as defined in the Senior Facility Agreement and each Obligor as defined in the Mezzanine Facility Agreement;

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

Properties: all estates or interests in any freehold and leasehold properties (whether registered or unregistered) and all commonhold or other immoveable properties now or at any time hereafter (and from time to time) owned by any Chargor (including the properties which are briefly described in schedule 2 (*Properties currently owned*));

Property Interests: all interests in or over the Properties and all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties, in each case, now or at any time hereafter (and from time to time) owned or held by any Chargor;

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

Restrictions Notice: a "restrictions notice" as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006;

Secured Liabilities: all present and future moneys, obligations and liabilities owed by any Obligor to the Finance Parties, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, under or in connection with the Finance Documents;

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

Securities Issuer: the issuer of any Securities;

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

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

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

Senior Agent: the Agent as such term is defined in the Senior Facility Agreement;

Senior Discharge Date: has the meaning given to that term in the Intercreditor Agreement;

Senior Facility Agreement: the revolving credit facility agreement originally dated 19 April 2013, as amended on 2 May 2014, as amended and restated by amendment and restatement agreements dated 15 May 2014, 27 February 2015, 6 November 2015 and 30 August 2016 and as amended on 28 April 2015, 26 May 2015, 16 October 2015, 30 October 2015 and 6 May 2016 and as further amended and restated by an amendment and restatement agreement dated on or about the date of this deed and made between, among others, Darwin Loan Solutions Limited, Evolution Lending Limited (previously known as Evolution Banking Limited), Evolution Money Limited and the Security Agent;

Senior Finance Documents: the Finance Documents (as such term is defined in the Senior Facility Agreement);

Senior Finance Parties: the Finance Parties (as such term is defined in the Senior Facility Agreement);

Senior Lenders: the Lenders (as such term is defined in the Senior Facility Agreement);

Trading Account: in relation to any Chargor:

- (a) any account detailed in part 2 of schedule 3 or part 2 of schedule 2 of any Deed of Accession by which it has acceded to this deed in each case specified as belonging to it; or
- (b) any other account which the Security Agent and that Chargor have so designated;

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

Warning Notice: a "warning notice" as defined in paragraph 1(2) of Schedule 18 of the Companies Act 2006.

1.2 Construction

1.2.1 Unless otherwise provided in this deed, the provisions of clause 1.2 (*Construction*) of the Senior Facility Agreement and, after the Senior Discharge Date, the Mezzanine Facility Agreement apply to this deed as though they were set in full in this deed, *mutatis mutandis*.

1.2.2 In this deed (unless the context requires otherwise) any reference to:

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

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

1.2.2.3 "assets" includes present and future properties, revenues and rights of every description;

1.2.2.4 the Security constituted by this deed becoming "enforceable" shall mean that the Security created under this deed has become enforceable under clause 14.1 (*Enforcement events*);

1.2.2.5 "owned" includes having legal or equitable title to or a right to have legal or equitable title transferred;

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

- 1.2.2.7 a provision of law is a reference to that provision as amended or re-enacted from time to time;
- 1.2.2.8 a time of day is a reference to London time;
- 1.2.2.9 any gender includes a reference to the other genders;
- 1.2.2.10 the singular includes a reference to the plural and vice versa; and
- 1.2.2.11 a clause or schedule is to a clause or schedule (as the case may be) of or to this deed.

1.2.3 Clause and schedule headings are for ease of reference only.

1.3 **Nature of security over real property**

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

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

1.4 **Secured Liabilities**

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

2 **Covenant to pay; Further advances**

2.1 **Covenant to pay**

Each Chargor hereby covenants with the Security Agent (as trustee for the Finance Parties) that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Finance Parties when the same become due, whether by acceleration or otherwise, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses, on a full and unqualified indemnity basis, which may be incurred by the Finance Parties in relation to any such Secured Liabilities or generally in respect of the Chargors.

2.2 **Potential invalidity**

Neither the covenant to pay in clause 2.1 (*Covenant to pay*) nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law.

2.3 Further advances

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

3 Grant of security

3.1 Fixed security

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

- 3.1.1 grants to the Security Agent (as trustee for the Finance Parties), a charge by way of legal mortgage over all its Properties which are listed in schedule 2 (*Properties currently owned*) opposite its name;
- 3.1.2 charges to the Security Agent (as trustee for the Finance Parties), by way of first fixed charge, all its:
 - 3.1.2.1 Properties acquired by it after the date of this deed;
 - 3.1.2.2 Property Interests;
 - 3.1.2.3 Equipment;
 - 3.1.2.4 Securities;
 - 3.1.2.5 Securities System Rights;
 - 3.1.2.6 Intellectual Property;
 - 3.1.2.7 Debts;
 - 3.1.2.8 Accounts;
 - 3.1.2.9 Pension Fund Interests;
 - 3.1.2.10 Goodwill and Uncalled Capital;
 - 3.1.2.11 interests in the Mortgage Loans and their related Collateral Security, including (without limitation):
 - (i) the relevant Chargor's right to demand, sue, for, recover, receive and give receipts for all principal payable or to become payable in respect of the Mortgage Loans and their related Collateral Security or the unpaid part thereof and the interest thereon and any rights or remedies of the relevant Chargor against the Customer in respect thereof; and
 - (ii) the benefit of the Files, the right to sue on all covenants given by the Customer in each Credit Agreement, the right to exercise all the relevant Chargor's powers in relation to each Credit Agreement or otherwise in connection with the Mortgage Loans and their related Collateral Security and any rights or remedies of the relevant Chargor's against the Customer in respect thereof; and

- 3.1.2.12 rights, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to clauses 3.1.1-3.1.4 inclusive;
- 3.1.3 assigns to the Security Agent (as trustee for the Finance Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies; and
- 3.1.4 assigns to the Security Agent (as trustee for the Finance Parties) absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements.
- 3.2 Floating security**
- 3.2.1 Floating charge**
- As a continuing security for the payment or discharge of the Secured Liabilities, each Chargor with full title guarantee hereby charges to the Security Agent (as trustee for the Finance Parties), by way of first floating charge, (a) all of its undertaking and assets at any time not effectively mortgaged, charged or assigned pursuant to clauses 3.1.1- 3.1.4 inclusive above and (b) all its assets situated in Scotland.
- 3.2.2 Qualifying floating charge**
- Sched B1 para 14 Insolvency Act 1986 (as inserted by s.248 of, and Sched 16 Enterprise Act 2002) applies to the floating charge created by this deed.
- 3.2.3 Automatic conversion of floating charge**
- Notwithstanding anything express or implied in this deed and without prejudice to any law which may have similar effect, if:
- 3.2.3.1 any Chargor creates or attempts to create any Security (other than any Permitted Security) or any trust in favour of another person over all or any of its assets; or
- 3.2.3.2 any Chargor disposes or attempts to dispose of all or any of its assets other than by way of a Permitted Disposal; or
- 3.2.3.3 an Insolvency Event has occurred,
- the floating charge created by this deed will automatically and immediately (without notice) be converted into a fixed charge over the Floating Charge Assets.
- 3.2.4 Conversion of floating charge by notice**
- Notwithstanding anything express or implied in this deed below, if:
- 3.2.4.1 an Event of Default has occurred; or
- 3.2.4.2 the Security Agent considers (in its sole discretion, acting in good faith) that any Charged Assets are in jeopardy,
- the Security Agent may at any time thereafter, by notice to a Chargor, convert the floating charge created by this deed with immediate effect into a fixed charge over all or any of the Floating Charge Assets of the relevant Chargor

specified in such notice (but without prejudice to the Security Agent's rights to serve a notice in respect of any other Floating Charge Assets and any other rights of the Security Agent whatsoever).

3.2.5 **Assets acquired after any floating charge conversion**

Any asset acquired by any Chargor after any conversion of the floating charge created under this deed, in accordance with clauses 3.2.3 or 3.2.4 above which but for such conversion would be subject to a floating charge shall, (unless the Security Agent confirms in writing to the contrary) be charged to the Security Agent (as trustee for the Finance Parties) by way of first fixed charge.

3.2.6 **Reconversion of fixed charge assets into floating charge assets**

The Security Agent may at any time after any conversion of the floating charge created under this deed over any Charged Assets into a fixed charge in accordance with clauses 3.2.3 (*Automatic Conversion of floating charge*) or 3.2.4 (*Conversion of floating charge by notice*) reconvert such fixed charge into a floating charge by notice to the relevant Chargor.

3.3 **Title documents**

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

- 3.3.1 all deeds and documents of title relating to the Charged Assets as the Security Agent may from time to time require; and
- 3.3.2 all certificates relating to the Securities and such instruments of transfer in blank and other documents as the Security Agent may from time to time require.

3.4 **Security notices**

Each Chargor shall immediately upon the execution of this deed or in the case of an Additional Chargor, on the date of the relevant Deed of Accession:

- 3.4.1 give notice in the form set out in part 1 of schedule 5 (*Form of notice to insurers*) to the relevant insurers of the assignment pursuant to clause 3.1.3 (*Fixed security*) of its rights and interest in and under the Insurance Policies and procure (in so far as it is reasonably able to) that each addressee of such notice will promptly provide an acknowledgement to the Security Agent in the form set out in part 2 of schedule 5 (*Form of acknowledgement from insurers*); and
- 3.4.2 give notice in the form set out in part 1 of schedule 6 (*Form of notice to counterparties of Assigned Agreements*) to the other parties to the Assigned Agreements to which it is a party of the assignment pursuant to clause 3.1.4 (*Fixed security*) of its rights and interest in and under the Assigned Agreements procure (in so far as it is reasonably able to) that each addressee of such notice will promptly provide an acknowledgement to the Security Agent in the form set out in part 2 of schedule 6 (*Form of acknowledgement from counterparties to Assigned Agreements*); and
- 3.4.3 give notice in the form set out in part 1 of schedule 7 (*Form of notice of charge to third party bank*) to any bank, financial institution or other person (other than the Security Agent) of charging to the Security Agent pursuant to clause 3.1.2.8 of its rights and interests under such accounts and procure (in so far as it is reasonably able to) that each addressee of such notice will promptly

provide an acknowledgement to the Security Agent in the form set out in part 2 of schedule 7 (*Form of acknowledgement from third party bank*).

3.5 Leasehold security restrictions

- 3.5.1 There shall be excluded from the Security created by this deed, and from the operation of clause 4.1 (*Restrictions on dealing*), any leasehold property held by a Chargor under a lease which precludes either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its leasehold interest in that property (each an "**Excluded Property**") until the relevant condition or waiver has been satisfied or obtained.
- 3.5.2 For each Excluded Property, each relevant Chargor undertakes to:
- 3.5.2.1 apply for the relevant consent or waiver of prohibition or conditions within three Business Days of the date of this deed (in relation to Excluded Property owned at the date of this deed) or within three Business Days of the relevant Chargor acquiring the Excluded Property (if otherwise) and, to use its best endeavours to obtain that consent or waiver of prohibition as soon as possible;
 - 3.5.2.2 upon request, keep the Security Agent informed of its progress in obtaining such consent or waiver; and
 - 3.5.2.3 forthwith upon receipt of such consent or waiver, provide the Security Agent with a copy.
- 3.5.3 Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent (as trustee for the Finance Parties) under clause 3.1.1, clause 3.1.2.1 or clause 3.1.2.2 (*Fixed security*) as the case may be. If required by the Security Agent at any time following receipt of that waiver or consent, the relevant Chargor will execute a further valid fixed charge in such form as the Security Agent shall require.

4 Restrictions on dealing

4.1 Negative pledge and restriction on disposal

Each Chargor hereby covenants with the Security Agent that it will not at any time except in accordance with the terms of the Facility Agreements:

- 4.1.1 create or purport to create or permit to subsist any Security other than Permitted Security on or in relation to the Charged Assets; or
- 4.1.2 enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, surrender or otherwise dispose of or cease to exercise control of all, or part of any interest in any Charged Assets other than by way of a Permitted Disposal.

4.2 Land Registry restriction

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

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of The Royal Bank of Scotland

plc referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer".

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

5 Debts and Accounts

5.1 Preservation of debts

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

5.2 Realising debts

Each Chargor shall:

- 5.2.1 as agent for the Security Agent, collect in and realise all Debts in the ordinary course of its business, pay the proceeds into the relevant Collections Account forthwith upon receipt and, pending that payment, hold those proceeds in trust for the Security Agent (in each case unless otherwise agreed with the Security Agent or provided for in the Facility Agreements); and
- 5.2.2 if called upon so to do by the Security Agent, execute a legal assignment of the Debts to the Security Agent (as trustee for the Finance Parties) in such terms as the Security Agent may require and give notice thereof to the debtors from whom the Debts are due, owing or incurred;

5.3 Accounts

5.3.1 Except as expressly permitted by the Finance Documents:

5.3.1.1 no Chargor shall create or have outstanding any Security over all or any part of its Accounts;

5.3.1.2 no Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to transfer, assign or otherwise dispose of all or any part of its Accounts;

5.3.2 All Accounts must be maintained with the Security Agent or an Affiliate of the Security Agent or a bank or banks approved by the Security Agent.

5.3.3 The Agent has sole signing rights on each Blocked Account.

5.3.4 No Account may be overdrawn at any time.

5.3.5 No Chargor shall open or procure the opening of any Account unless permitted under the Facility Agreements or with the prior written consent of the Security Agent;

- 5.3.6 Any cash pooling, netting or similar arrangements entered into or to be entered into by one or more Chargors in respect of their Trading Accounts must be on terms which have been approved by the Security Agent.

5.4 Withdrawals

- 5.4.1 Except as permitted by the terms of the Facility Agreement or with the prior consent of the Security Agent no Chargor may withdraw any amounts from time to time standing to the credit of the Blocked Accounts; and
- 5.4.2 after the security constituted by this deed has become enforceable, each Chargor shall comply with any notice served by the Security Agent on that Chargor prohibiting it from withdrawing all or any monies from time to time standing to the credit of any of its Accounts except with the prior consent of the Security Agent.

6 Insurance

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

7 Properties

Each Chargor hereby covenants with the Security Agent that it will:

7.1 Maintenance

keep all buildings on each Property and all fixtures belonging to it thereon and therein in good and substantial repair and condition;

7.2 Preservation of property and fixtures

not without the prior consent of the Security Agent:

- 7.2.1 pull down or remove the whole or any part of any buildings forming part of any Property;
- 7.2.2 make any material alterations to any Property; or
- 7.2.3 sever or unfix or remove any of the fixtures thereto nor (except for the purpose of effecting necessary repairs thereto;

7.3 Information

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

7.4 Compliance with obligations

- 7.4.1 observe and perform in all material respects all covenants, stipulations and conditions to which each Property or the user thereof is now or may hereafter be subjected;

7.4.2 perform and observe in all material respects all covenants and conditions on its part contained in any lease, agreement for lease, licence or other agreement under which any Property or part of any Property is held; and

7.4.3 promptly pay all taxes, fees, duties, rates, charges and other outgoings in respect of the Properties;

7.5 Maintenance of Interests in Properties

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

7.5.1 grant or agree to grant any licence or tenancy affecting any Property or part of a Property;

7.5.2 exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by ss.99 or 100 LPA; or

7.5.3 in any other way dispose or agree to dispose of or surrender or create any legal or equitable estate or interest in any Property or any part thereof;

7.6 Registration restrictions

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

7.7 Development restrictions

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

7.8 No restrictive obligations

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

7.9 Proprietary rights

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

7.10 Inspection

permit the Security Agent, any Administrator and any Receiver (as each of those terms is defined in clause 15.1 (*Appointment of Administrator or Receiver*)) and any person appointed by any of them to enter upon and inspect any Property at all reasonable times and upon reasonable prior notice; and

7.11 Property acquisitions

if it acquires any freehold or leasehold property, whether registered or unregistered:

7.11.1 inform the Security Agent promptly of such acquisition;

7.11.2 immediately on request by the Security Agent and at the cost of that Chargor, execute and deliver to the Security Agent a legal mortgage in favour of the Security Agent of that property in such form as the Security Agent may

reasonably require (or such other Security in the jurisdiction where such property is located as the Security Agent may reasonably require); and

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

8 Equipment

Each Chargor hereby covenants with the Security Agent as follows:

8.1 Maintenance of equipment

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

8.2 Payment of equipment taxes

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

8.3 Equipment Information

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

8.4 Notice of Charge

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

"NOTICE OF CHARGE

This [*description of item*] and ancillary equipment is subject to a fixed charge dated [] in favour of The Royal Bank of Scotland plc."

9 Intellectual Property

Each Chargor hereby covenants with the Security Agent as follows:

9.1 Preservation of rights

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

9.2 Consents

use its reasonable endeavours to obtain as soon as reasonably practicable any consent required for the creation of a fixed charge over any of the Intellectual Property.

10 Securities

10.1 Registration of Securities

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

10.2 Additional registration obligations

Each Chargor hereby:

- 10.2.1 grants and agrees to procure as necessary, all consents, waivers, approvals and permissions which are necessary, under the articles of association of any Securities Issuer or otherwise, for the transfer of the Securities to the Security Agent or its nominee or to a purchaser upon enforcement of this deed; and
- 10.2.2 agrees to procure the amendment of the share transfer provisions of each Securities Issuer's articles of association in such manner as the Security Agent may require in order to permit such a transfer.

10.3 Dividends and voting rights prior to enforcement

Until the security constituted by this deed becomes enforceable:

- 10.3.1 all cash dividends or other cash distributions paid or payable in respect of the Securities may be paid directly to the relevant Chargor which shall be permitted to apply such dividends or distributions as it deems fit to the extent permitted by the Facility Agreements;
- 10.3.2 any cash dividends or other cash distributions paid in respect of any of the Securities and received by the Security Agent or its nominee shall, on request by the relevant Chargor, be released and paid to such Chargor;
- 10.3.3 the relevant Chargor may exercise all voting and other rights and powers attaching to the Securities and exercisable by the relevant Chargor provided that the exercise of such voting and other rights and powers would not prejudice the Security Agent's security under this deed or the value of the Securities or contravene any Finance Document; and
- 10.3.4 the Security Agent will (to the extent that it has or will acquire any such rights or powers) exercise all voting and other rights and powers attaching to the Securities and exercisable by the Security Agent or its nominee as the relevant Chargor may from time to time direct provided that acting in accordance with such directions would not prejudice the Security Agent's security under this deed or the value of the Securities or contravene any Finance Document.

10.4 Dividends and voting rights post enforcement

After the security constituted by this deed has become enforceable:

- 10.4.1 all dividends and other distributions paid in respect of the Securities and received by any Chargor shall be held on trust for the Security Agent (as trustee for the Finance Parties) and forthwith paid to the Security Agent or, if received by the Security Agent or its nominee, shall be retained by the Security Agent; and
- 10.4.2 the Security Agent may exercise or direct the exercise (or refrain from exercising or directing the exercise) of all voting and other rights and powers

attaching to the Securities as the Security Agent may in its absolute discretion think fit and each Chargor shall, and shall procure that its nominees shall, comply with any such directions from the Security Agent concerning the exercise of such rights and powers.

10.5 **Warning Notice or Restrictions Notice**

- 10.5.1 Each Chargor represents and warrants to the Security Agent that no Warning Notice or Restrictions Notice has been issued to it in respect of all or any part of the Securities and remains in effect.
- 10.5.2 Each Chargor shall comply with any notice served on it in respect of all or any part of the Securities pursuant to part 21A of the Companies Act 2006 within the timeframe specified in that notice and shall deliver a copy of any such notice to the Security Agent promptly upon receipt.

10.6 **Additional undertakings**

Each Chargor further undertakes to the Security Agent that:

- 10.6.1 it shall duly and promptly pay all calls, instalments and other moneys which may be payable from time to time in respect of the Securities, it being acknowledged by the Chargors that the Security Agent shall be under no liability whatsoever in respect of any such calls, instalments or other moneys;
- 10.6.2 it shall not without the Security Agent's prior consent or unless permitted under the Facility Agreements amend, or agree to the amendment of, the memorandum or articles of association of any Securities Issuer or the rights or liabilities attaching to any of the Securities;
- 10.6.3 it shall ensure (insofar as it is able by the exercise of all voting rights, powers of control and other means available to it to do so) that no Securities Issuer will:
 - 10.6.3.1 consolidate or sub-divide any of its Securities or reduce or re-organise its share capital in any way;
 - 10.6.3.2 issue any new shares or stock (other than in respect of a Permitted Share Issue); or
 - 10.6.3.3 refuse to register any transfer of any of its Securities which may be lodged for registration by or on behalf of the Security Agent or a Chargor in accordance with this deed;
- 10.6.4 it shall promptly send to the Security Agent copies of all documents which are sent to holders of any Securities in such capacity; and
- 10.6.5 it shall promptly give notice of this deed to any custodian of any Securities in any form which the Security Agent may reasonably require and use its best endeavours to ensure that the custodian acknowledges that notice in any form which the Security Agent may reasonably require.

10.7 **CREST securities**

Each Chargor further undertakes to the Security Agent that it shall:

- 10.7.1 on the execution of this deed, in respect of any Securities which are held in CREST at any time on or after the date hereof:
 - 10.7.1.1 deliver to the Security Agent a certified signed copy of an irrevocable instruction from it to the Chargor's current registrar or CREST participant or custodian (as appropriate) or such

other person as may be appointed registrar or CREST participant or custodian (as appropriate) (the “**Registrar**”) to transfer to escrow all Securities held in CREST, substantially in the form set out in part 1 of schedule 8 (*Form of irrevocable instruction to Registrar*) or such other form as is acceptable to the Security Agent (the “**Instruction**”); and

- 10.7.1.2 deliver the original signed Instruction to the Registrar and use its best endeavours to procure the delivery to the Security Agent of a signed copy of an irrevocable acknowledgement of the Instruction from the Registrar substantially in the form set out in part 2 of schedule 8 (*Form of acknowledgement from Registrar*) or such other form as is acceptable to the Security Agent;
- 10.7.2 sign and return to the Security Agent the endorsement on a letter from the Security Agent to the relevant Chargor substantially in the form of schedule 8 (*Form of CREST Securities letter*), completed in respect of Securities held in CREST which the Security Agent requires it to transfer to escrow for the Security Agent or its nominee. The Chargors and the Security Agent acknowledge that such letter and endorsement are expressly contemplated by this deed and are to be taken as forming a single deed with it;
- 10.7.3 promptly following the request of the Security Agent, procure the withdrawal of any Securities requested by the Security Agent from CREST and their conversion into certificated form and shall procure the deposit of all deeds and other documents of title in respect of such Securities in accordance with and shall take all the steps required by clause 3.3 (*Title Documents*) in relation to those Securities;
- 10.7.4 give such instructions to CREST or any other relevant person and provide such documents as the Security Agent may reasonably require for perfecting the security intended to be created by this deed in respect of Securities held in CREST or to enable the Security Agent or its nominees to comply with all its obligations in respect of any such Securities and their related rights; and
- 10.7.5 not take any action which is inconsistent with, or revokes or purports to revoke, (i) any custody agreement or arrangement with the Registrar (except with the prior written consent of the Security Agent and subject to any conditions that may be imposed by the Security Agent, including (but not limited to) the appointment of a new custodian on substantially the same terms as the custody agreement or arrangement with the Registrar) or (ii) its instruction to the Registrar in the letter executed and delivered pursuant to clause 10.7.1,

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

11 **Uncalled Capital**

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

12 Representations and warranties

12.1 Representations and warranties

Each Chargor represents and warrants to the Security Agent as follows:

- 12.1.1 it is the legal and beneficial owner of the Charged Assets;
- 12.1.2 it has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Assets or any interest in them;
- 12.1.3 there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever which materially and adversely affect the Charged Assets;
- 12.1.4 no facility necessary for the enjoyment and use of the Charged Assets is subject to terms entitling any person to terminate or curtail its use;
- 12.1.5 nothing has arisen or has been created or is subsisting which would be an overriding interest in any Property;
- 12.1.6 there is no prohibition on assignment in any insurances, agreements or authorisations referred to in clause 3.1.3 or 3.1.4 (*Fixed security*), or the relevant clauses of them as the case may be, and the Chargors entering into this deed will not constitute a breach of any such insurances, agreements or authorisations; and
- 12.1.7 this deed creates the Security it purports to create and is not liable to be amended or otherwise set aside on its liquidation or otherwise.

12.2 Repetition

The representations and warranties set out in clause 12.1 (*Representations and warranties*) will be deemed to be repeated by each Chargor on each day the Repeating Representations are deemed to be repeated by reference to the facts and circumstances then existing.

12.3 Notice of breach

Each Chargor will promptly upon becoming aware of the same give the Security Agent notice in writing of any breach of any representation or warranty set out in clause 12.1 (*Representations and warranties*).

13 Power to remedy

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

- 13.2 The rights of the Security Agent contained in this clause 13 are without prejudice to any other rights of the Security Agent hereunder and the exercise by the Security Agent of its rights under this clause shall not make the Security Agent liable to account as a mortgagee in possession.

14 Enforcement

14.1 Enforcement events

- 14.1.1 The security constituted by this deed shall become immediately enforceable if an Event of Default occurs.

- 14.1.2 After the security constituted by this deed has become enforceable, the powers of sale under the LPA and all other powers of the Security Agent shall immediately be exercisable and the Security Agent may in its absolute discretion enforce all or any part of the security created by this deed as it sees fit or as the Majority Lenders direct.

14.2 **Statutory power of sale**

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

14.3 **Extension of statutory powers**

- 14.3.1 Any restriction imposed by law on the power of sale (including under s.103 LPA) or on the right of a mortgagee to consolidate mortgages (including under s.93 LPA) does not apply to the security constituted by this deed and the Security Agent or any Receiver shall have the right to consolidate all or any of the security constituted by this deed with any other Security in existence at any time and to make any applications to the Land Registry in support of the same.
- 14.3.2 Any powers of leasing conferred on the Security Agent or any Receiver by law are extended so as to authorise the Security Agent or any Receiver to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent or Receiver may think fit and without the need to comply with any restrictions conferred by law (including under ss.99 or 100 LPA).

14.4 **No obligation to enquire**

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

- 14.4.1 whether the security constituted by this deed has become enforceable;
- 14.4.2 whether any power exercised or purported to be exercised has become exercisable;
- 14.4.3 whether any money remains due under the Finance Documents;
- 14.4.4 as to the necessity or expediency of the stipulations and conditions subject to which any sale of any Charged Assets shall be made, or otherwise as to the propriety or regularity of any sale of any of the Charged Assets; or
- 14.4.5 how any money paid to the Security Agent, Administrator or Receiver, or its agents or brokers is to be applied.

14.5 **No liability as mortgagee in possession**

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

- 14.5.1 to account as mortgagee in possession in respect of all or any of the Charged Assets; or
- 14.5.2 for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with, all or any of the Charged Assets for which a mortgagee in possession might as such be liable save for any such loss arising as a result of the fraud, gross negligence or wilful misconduct of the Security Agent, Administrator or Receiver.

14.6 Power to dispose of chattels

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

14.7 Redemption of prior Security Interests

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

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

15 Administrator and Receiver**15.1 Appointment of Administrator or Receiver**

At any time after:

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

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

- 15.1.1 appoint any person or persons to be an Administrator of any Chargor; or
- 15.1.2 appoint any person or persons to be a Receiver of all or any part of the Charged Assets of any Chargor; and
- 15.1.3 (subject to s.45 Insolvency Act 1986) from time to time remove any person appointed to be Receiver and appoint another in his place.

15.2 More than one appointment

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

15.3 Additional powers

- 15.3.1 The powers of appointing an Administrator or a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Security Agent under the Insolvency Act 1986 and the LPA or otherwise and shall be exercisable without the restrictions contained in s.109 LPA or otherwise.

- 15.3.2 The power to appoint an Administrator or a Receiver (whether conferred by this deed or by statute) shall be and remain exercisable by the Security Agent notwithstanding any prior appointment in respect of all or any part of the Charged Assets.

15.4 Agent of the relevant Chargor

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

15.5 Powers of Administrator and Receiver

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

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

16 Amounts received

16.1 Application of proceeds

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

- 16.1.1 first in paying all rents, taxes, duties, rates and outgoings affecting any Charged Assets;
- 16.1.2 secondly in paying all costs, charges and expenses of and incidental to his appointment and the exercise of his powers and all outgoings paid by him;
- 16.1.3 thirdly in paying his remuneration (as agreed between him and the Security Agent);
- 16.1.4 fourthly in or towards discharge of the Secured Liabilities in such order and manner as provided for in the Intercreditor Agreement; and
- 16.1.5 finally in paying any surplus to the Chargors or any other person entitled to it.

16.2 Section 109(8) Law of Property Act 1925

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

16.3 Currencies of denomination

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

16.4 Suspense account

All monies received recovered or realised by the Security Agent (acting in good faith) under this deed may at the discretion of the Security Agent be credited to any interest bearing suspense or impersonal account and may be held in such account for so long as the Security Agent thinks fit pending the application from time to time (as the Security Agent shall be entitled to do as it may think fit) of such monies and accrued interest thereon (if any) in or towards the discharge of any of the Secured Liabilities.

16.5 New accounts

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

16.6 Security Agent set-off rights

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

17 Power of attorney and delegation**17.1 Power of attorney**

Each Chargor hereby by way of security irrevocably appoints the Security Agent and (jointly and severally) each and every Administrator or Receiver of this deed to be the attorney of such Chargor and in its name and on its behalf and as its act and deed or otherwise and after the occurrence of an Event of Default to sign, execute, seal, deliver, complete any blanks in and otherwise perfect any deed, transfer, assurance, agreement, instrument or act which such Administrator or Receiver or the Security Agent may consider expedient in the exercise of any of his or its powers or in respect of such Chargor's obligations under this

deed. The power of attorney hereby granted is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971.

17.2 **Ratification**

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

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

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

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

18 **Protection of security and further assurance**

18.1 **Independent security**

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

18.2 **Continuing security**

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

18.3 **No waivers; rights cumulative**

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

18.4 **No Chargor set-off**

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

18.5 **Further assurance**

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

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

18.5.1.2 facilitating the realisation of any Charged Asset;

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

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

18.5.2 This includes:

18.5.2.1 the re-execution of this deed;

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

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

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

19 **Costs and indemnity**

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

19.2 Each Chargor hereby agrees to indemnify and hold harmless the Security Agent, any Administrator and any Receiver from and against all actions, claims, expenses, demands and liabilities, whether arising out of contract or in tort or in any other way, which may at any time be incurred by him or by any manager, agent, officer, servant or workman for whose debt, default or miscarriage he may be answerable for anything done or omitted to be done in the exercise or purported exercise of his powers pursuant to this deed.

20 **Miscellaneous**

20.1 **Benefit of Deed**

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

20.2 **Certificates conclusive**

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

20.3 **Limitations**

The obligations of any Additional Chargor are subject to the limitations (if any) set out in the Deed of Accession executed by that Additional Chargor.

20.4 **Notice of assignment**

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

20.5 Financial collateral

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

20.5.2 For the purpose of clause 20.5.1 the parties agree that the value of the financial collateral appropriated shall:

20.5.2.1 In the case of cash or a right to receive cash, be equal to the amount of cash concerned; and

20.5.2.2 in all other cases be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

20.6 Severability

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

20.7 Section 2(1) Law of Property (Miscellaneous Provisions) Act 1989

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

20.8 Third party rights

Save as expressly provided, a third party (being any person other than the Chargors and the Finance Parties and their successors and permitted assigns) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this deed.

20.9 Joint and several liability

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

20.10 Trustee Act 2000

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

21 Demands and notices

Any demand, notice, consent or communication to be made or given by or to a Chargor or the Security Agent under or in connection with this deed shall be made and delivered as provided in clause 34 (*Notices*) of the Senior Facility Agreement. Any demand on a Chargor shall be validly made whether or not it contains an accurate statement of the amount of the Secured Liabilities.

22 Assignment and transfer**22.1 Assignment by Security Agent**

The Security Agent may at any time without the consent of any Chargor, assign or transfer the whole or any part of its rights under this deed to any person.

22.2 Assignment by Chargor

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

23 Release of Security**23.1 Release**

Subject to clause 23.3 (*Discharge conditional*), upon the expiry of the Security Period (but not otherwise) the Security Agent shall at the request and cost of the Chargors, take whatever action is necessary to release the Charged Assets from the security constituted by this deed.

23.2 Avoidance of payments and reinstatement

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

23.2.1 the liability of each Obligor will continue as if the payment, discharge, avoidance or reduction had not occurred;

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

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

23.3 Discharge conditional

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

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

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

24 Conflicting Rights

If any of the terms and contractual obligations of arising out of or in connection with this deed conflict with the terms and contractual obligations arising out of or in connection with the Facility Agreements the terms and contractual obligations of the Facility Agreements shall prevail.

25 Governing law

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

26 Counterparts

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

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

SCHEDULE 1**Original Chargors**

Name	Registered Number	Registered Office
Evolution Lending Limited (previously known as Evolution Banking Limited)	06113307	8 St John Street Manchester M3 4DU

SCHEDULE 2

Properties currently owned

Part A: Registered Land

None at the date of this agreement

Part B: Unregistered Land

None at the date of this agreement

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

None

PART 2**Trading Accounts**

Chargor	Bank	Account name	Account number	Sort code
Evolution Lending Limited (previously known as Evolution Banking Limited)	National Westminster Bank plc	Collections Account	[REDACTED]	[REDACTED]
Evolution Lending Limited (previously known as Evolution Banking Limited)	National Westminster Bank plc	Funding Account	[REDACTED]	[REDACTED]

SCHEDULE 4

Form of Deed of Accession

DATE

20[]

PARTIES

- 1 [] (registered number []) with its registered office at [] (the "**Additional Chargor**"); and
- 2 **THE ROYAL BANK OF SCOTLAND plc** acting through its office at 9th Floor, 250 Bishopsgate London EC2M 4AA as agent and trustee for the Finance Parties (as defined below) (the "**Security Agent**").

BACKGROUND

- A The Additional Chargor is a Subsidiary of the Parent.
- B The Parent, among others, has entered into a security agreement dated [], 2017 (the "**Security Agreement**") between the Parent, the Chargors under and as defined in the Security Agreement and the Security Agent.
- C The Additional Chargor has agreed to enter into this deed and to become an Additional Chargor under the Security Agreement.
- D The Security Agent and the Additional Chargor intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- E The Security Agent holds the benefit of this deed on trust for the Finance Parties on the terms of the Finance Documents.

IT IS AGREED as follows:

1 Definitions and interpretation

Terms defined in the Security Agreement have the same meaning in this deed unless given a different meaning in this deed. This deed is a Finance Document.

2 Accession and covenant to pay

2.1 With effect from the date of this deed the Additional Chargor:

- 2.1.1 will become a party to the Security Agreement as a Chargor; and
- 2.1.2 will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor.

2.2 The Additional Chargor hereby covenants with the Security Agent (as trustee for the Finance Parties) that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Finance Parties when the same become due whether by acceleration or otherwise, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses, on a full and unqualified indemnity basis, which may be incurred by the Finance Parties in relation to any such Secured Liabilities or generally in respect of the Chargors.

2.3 Neither the covenant to pay in clause 2.2 above nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law.

3 Grant of security

3.1 Fixed security

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

- 3.1.1 grants to the Security Agent (as trustee for the Finance Parties), a charge by way of legal mortgage over all its Properties which are listed in schedule 1 (*Properties currently owned*) to this deed;
- 3.1.2 charges to the Security Agent (as trustee for the Finance Parties), by way of first fixed charge, all its:
 - 3.1.2.1 Properties acquired by it after the date of this deed;
 - 3.1.2.2 Property Interests;
 - 3.1.2.3 Equipment;
 - 3.1.2.4 Securities;
 - 3.1.2.5 Securities System Rights;
 - 3.1.2.6 Intellectual Property;
 - 3.1.2.7 Debts;
 - 3.1.2.8 Accounts;
 - 3.1.2.9 Pension Fund Interests;
 - 3.1.2.10 Goodwill and Uncalled Capital;
 - 3.1.2.11 interests in the Mortgage Loans and their related Collateral Security, including (without limitation):
 - (i) the relevant Chargor's right to demand, sue, for, recover, receive and give receipts for all principal payable or to become payable in respect of the Mortgage Loans and their related Collateral Security or the unpaid part thereof and the interest thereon and any rights or remedies of the relevant Chargor against the Customer in respect thereof; and
 - (ii) the benefit of the Files, the right to sue on all covenants given by the Customer in each Credit Agreement, the right to exercise all the relevant Chargor's powers in relation to each Credit Agreement or otherwise in connection with the Mortgage Loans and any rights or remedies of the relevant Chargor's against the Customer in respect thereof;
 - 3.1.2.12 right, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to clauses 3.1.1-3.1.4 inclusive; and
- 3.1.3 assigns to the Security Agent (as trustee for the Finance Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies; and

- 3.1.4 assigns to the Security Agent (as trustee for the Finance Parties), absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements.

3.2 Floating Security

As a continuing security for the payment or discharge of the Secured Liabilities, the Additional Chargor with full title guarantee hereby charges to the Security Agent (as trustee for the Finance Parties), by way of first floating charge, all of its undertaking, property, assets and rights at any time not effectively mortgaged, charged or assigned pursuant to clauses 3.1.1-3.1.4 inclusive above.

3.3 Leasehold Security restrictions

- 3.3.1 There shall be excluded from the Security created by this deed and by the Security Agreement and from the operation of clause 4.1 (*Restrictions on dealing*) of the Security Agreement, any Excluded Property until the relevant Condition or waiver has been excluded or obtained.

- 3.3.2 For each Excluded Property, the Additional Chargor undertakes to:

3.3.2.1 apply for the relevant consent or waiver of prohibition or conditions within three Business Days of the date of this deed and, to use its best endeavours to obtain that consent or waiver of prohibition as soon as possible;

3.3.2.2 upon request, keep the Security Agent informed of its progress in obtaining such consent or waiver; and

3.3.2.3 forthwith upon receipt of such consent or waiver, provide the Security Agent with a copy.

- 3.3.3 Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent (as trustee for the Finance Parties) under clause 3.1.1, clause 3.1.2.1 or clause 3.1.2.2 (*Fixed security*) of the Security Agreement as the case may be. If required by the Security Agent at any time following receipt of that waiver or consent, the Additional Chargor will execute a valid fixed charge in such form as the Security Agent shall require.

4 Land Registry restriction

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

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

5 Miscellaneous

With effect from the date of this deed:

- 5.1 the Security Agreement will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this deed);

- 5.2 any reference in the Security Agreement to this deed and similar phrases will include this deed and all references in the Security Agreement to schedule 2 (*Properties currently owned*) (or any part of it) will include a reference to schedule 1 (*Properties currently owned*) to this deed (or relevant part of it).

6 Governing law

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

7 [Enforcement]

7.1 Jurisdiction of English courts

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

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

7.1.3 This clause 7.1.3 is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

7.2 Service of process

Without prejudice to any other mode of service allowed under any relevant law, the Additional Chargor:

7.2.1 irrevocably appoints Evolution Lending Limited (previously known as Evolution Banking Limited) as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document; and

7.2.2 agrees that failure by a process agent to notify the Additional Chargor of the process will not invalidate the proceedings concerned.]

8 Counterparts

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

In Witness whereof this deed has been duly executed on the date first above written.

SCHEDULE 1

Properties currently owned

Part A: Registered Land

[]

Part B: Unregistered Land

[]

SCHEDULE 2

Accounts

Part 1

Blocked Accounts

Chargor	Account type	Account name	Account number	Sort code

Part 2

Trading Accounts

Chargor	Bank	Account name	Account number	Sort code

SIGNATORIES (TO DEED OF ACCESSION)

The Additional Chargor

EXECUTED as a DEED and)
DELIVERED by [])
[LIMITED] acting by:)

Director

Director/Secretary

The Security Agent

SIGNED by)
for and on behalf of THE ROYAL)
BANK OF SCOTLAND PLC)

SCHEDULE 5

PART 1

Form of notice to insurers

From: [relevant Chargor] (the "Company")

To: [insurer]

[] 20[]

Dear Sirs

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

We hereby give notice that, pursuant to a security agreement dated [] 2017 (the "Security Agreement"), we have assigned to The Royal Bank of Scotland plc as trustee for the Finance Parties (as defined therein) (the "Security Agent") all our right, title, interest and benefit in and to the Policy.

We irrevocably authorise and instruct you from time to time:

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

We are not permitted to receive from you, otherwise than through the Security Agent, any amount in respect of or on account of the sums payable to us from time to time under the Policy or to agree any amendment or supplement to, or waive any obligation under, the Policy without the prior written consent of the Security Agent.

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

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

- (a) you accept the instructions and authorisations contained in this notice;

EXECUTION VERSION

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

This notice is governed by English law.

Yours faithfully

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

PART 2

Form of acknowledgement from insurers

From: [insurer]

To: The Royal Bank of Scotland plc (the "Security Agent")

9th Floor
250 Bishopsgate
London
EC2M 4AA

[] 20[]

Dear Sirs

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

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

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

This letter is governed by English law.

Yours faithfully

[insurer]

SCHEDULE 6

PART 1

Form of notice to counterparties of Assigned Agreements

From: [relevant Chargor]

To: [counterparty]

[] 20[]

Dear Sirs

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

We hereby notify you that pursuant to a security agreement dated [] 2017 (the "Security Agreement") we have assigned to The Royal Bank of Scotland plc as trustee for the Finance Parties (as defined therein) (the "Security Agent") absolutely (subject to a proviso for reassignment on redemption) all our right, title, interest and benefit in and to the Agreement.

We further notify you that:

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

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

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

This notice is governed by English law.

Yours faithfully

.....
for and on behalf of

[]

PART 2

Form of acknowledgement from counterparties of Assigned Agreements

From: [counterparty]

To: The Royal Bank of Scotland plc

9th Floor
250 Bishopsgate
London
EC2M 4AA

Copy to: [relevant Chargor]

[] 20[]

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

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

SCHEDULE 7

PART 1

Form of notice of charge to third party bank

To: [name and address of third party bank]

Attention: []

20[]

Dear Sirs

We hereby give you notice that by a security agreement dated [] 2017 (the "**Security Agreement**") (a copy of which is attached) we have charged to The Royal Bank of Scotland plc as trustee for the Finance Parties (as defined therein) (the "**Security Agent**") all our right, title and interest in and to all sums of money which are now or may from time to time in the future be held in the following accounts in our name with you together with all interest credited thereto and the debts represented by those sums:

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

We hereby irrevocably instruct and authorise you:

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

[Please note we are not permitted to withdraw any amount from the Account without the prior written consent of the Security Agent.]¹

OR

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

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

¹ Use if a Blocked Account.

² Use if a Trading Account.

EXECUTION VERSION

This notice is governed by English law.

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

Yours faithfully

By:
for and on behalf of
[*relevant Chargor*]

PART 2

Form of acknowledgement from third party bank

To: The Royal Bank of Scotland plc

20[]

Dear Sirs

We confirm receipt of a notice dated [] 20[] (the "**Notice**") from [relevant *Chargor*] (the "**Company**") of a charge, upon the terms of a Security Agreement dated [] 2017, over all the Company's right, title and interest in and to all sums of money which are now or may from time to time in the future be held in the following accounts with us in the name of the Company together with interest relating thereto:

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

We confirm that:

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

OR

- 5 [until you notify us in writing that withdrawals are prohibited, the Company may make withdrawals from the Accounts; upon receipt of such notice we will not permit any amount to be withdrawn from any Account except against the signature of one of your authorised signatories; and]³
- 6 we will not seek to modify, vary or amend the terms upon which sums are deposited in the Accounts without your prior written consent.

This letter shall be governed by English law.

Yours faithfully

.....
for and on behalf of
[third party bank]

³ If Trading Accounts, see clause 5.

SCHEDULE 8

PART 1

Form of irrevocable instruction to Registrar

To: [Registrar]

[] 20[]

Dear Sirs

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

We hereby irrevocably direct and authorise you to:

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

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

This letter shall be governed by English law.

Yours faithfully

By _____
for and on behalf of
[relevant Chargor]

PART 2

Form of acknowledgement from Registrar

From: [Registrar]

To: The Royal Bank of Scotland plc

9th Floor
250 Bishopsgate
London
EC2M 4AA

[] 20[]

Dear Sirs

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

We hereby irrevocably undertake to you that we will:

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

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

This letter shall be governed by English law.

Yours faithfully

.....
for and on behalf of

[Registrar]

SCHEDULE 9

Form of CREST Securities letter

From: The Royal Bank of Scotland plc

9th Floor
250 Bishopsgate
London
EC2M 4AA

To: [relevant Chargor]

[] 20[]

Dear Sirs

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

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

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

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

We enclose a duplicate of this letter for your files.

This letter shall be governed by English law.

Yours faithfully

.....

for and on behalf of
The Royal Bank of Scotland plc

Endorsement

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

SIGNATORIES (TO SECURITY AGREEMENT)

The Original Chargers

**EXECUTED as a DEED and
DELIVERED by
EVOLUTION LENDING LIMITED
(PREVIOUSLY KNOWN AS
EVOLUTION BANKING LIMITED)
acting by**

_____ (director)
in the presence of:

Witness: Signature: [Redacted]
Name: JANE BROWN
Address: TLT LLP
3 Hardman Square
Manchester
M3 3EB
Occupation: Solicitor

The Security Agent

SIGNED by _____)
for and on behalf of **THE ROYAL**)
BANK OF SCOTLAND PLC)

EXECUTION VERSION

SIGNATORIES (TO SECURITY AGREEMENT)

The Originalchargors

EXECUTED as a DEED and)
DELIVERED by)
EVOLUTION LENDING LIMITED)
(PREVIOUSLY KNOWN AS)
EVOLUTION BANKING LIMITED))
acting by)
_____ (director))
in the presence of:

Witness: Signature:
 Name:
 Address:

 Occupation:

The Security Agent

SIGNED by *Andrew J Grew*)
for and on behalf of THE ROYAL)
BANK OF SCOTLAND PLC)

