



Registration of a Charge

Company name: **FAIRHOLD SERVICES LIMITED**

Company number: **06259928**



X6LN4RM2

Received for Electronic Filing: **19/12/2017**

Details of Charge

Date of creation: **12/12/2017**

Charge code: **0625 9928 0004**

Persons entitled: **ROTHESAY LIFE PLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **ALLEN & OVERY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6259928

Charge code: 0625 9928 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th December 2017 and created by FAIRHOLD SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th December 2017 .

Given at Companies House, Cardiff on 21st December 2017

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

CHARGE OVER SHARES

12 December 2017

FAIRHOLD SERVICES LIMITED
as the Company

and

ROTHESAY LIFE PLC
as Security Trustee

ALLEN & OVERY

Allen & Overy LLP

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12 December

THIS DEED is made on ^ 2017

BETWEEN:

- (1) **FAIRHOLD SERVICES LIMITED** (a company registered in England and Wales under company number 06259928) (the **Company**); and
- (2) **ROTHESAY LIFE PLC** as security trustee for itself and each of the other Secured Parties (the **Security Trustee**).

IT IS AGREED as follows:

1. DEFINITIONS, CONSTRUCTION AND THIRD PARTY RIGHTS

1.1 Definitions

- (a) Terms defined in the Credit Agreement shall, unless otherwise defined in this Deed, bear the same meaning when used in this Deed and the following terms shall have the following meanings:

Credit Agreement means the facility agreement between, among others, (1) Verdana GR Limited as Borrower, (2) certain companies as guarantors and (3) Rothesay Life Plc in various capacities, dated 7 October 2015 as varied by a consent and amendment letter dated 25 August 2016 and a waiver and amendment letter dated 9 May 2017 and as amended and restated by an amendment and restatement agreement dated on or about the date of this Deed and as further amended and as amended and restated from time to time.

LPA means the Law of Property Act 1925.

Related Investment Rights means all allotments, rights, benefits and advantages (including all voting rights) whatsoever at any time accruing, offered or arising in respect of or incidental to the Shares and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of the Shares.

Related Property Rights means, in relation to any asset:

- (a) the proceeds of sale and/or other realisation of that asset (or any part thereof or interest therein);
- (b) all Security, options, agreements, rights, benefits, indemnities, guarantees, warranties or covenants for title in respect of such asset; and
- (c) all rights under any agreement in respect of such asset.

Secured Assets means all or any of the assets of the Company which are the subject of any Security created by this Deed;

Secured Liabilities means all monies, obligations and liabilities covenanted to be paid or discharged under or pursuant to paragraph (a) of Clause 2 (Covenants to Pay).

Security Period means the period from the date of this Deed until the first Restructuring Release Date falling after the date on which the Agent confirms in writing to the Borrower that the Borrower's obligations in clause 19.28.1 to 19.28.4 (Conditions subsequent – Restructuring Exchanged Properties) of the Credit Agreement in respect of all of the Restructuring Exchange

Properties, to which the Restructuring Exchange Property Contracts held by Staffbridge Limited relate, have been complied with in full or waived.

Shares means:

- (a) the entire issued share capital of Staffbridge Limited from time to time, being at the date of this Deed 50,001 issued ordinary shares of £1 legally and beneficially owned by the Company;
- (b) all Related Investment Rights in respect thereof; and
- (c) all Related Property Rights in respect thereof.

VAT means United Kingdom Value Added Tax together with all interest and penalties relating thereto.

- (b) Words defined in the Companies Act 2006 have the same meanings in this Deed.

1.2 Construction and Third Party Rights

- (a) The provisions of clause 1.2 (Construction) of the Credit Agreement shall apply to this deed as if they were set out in this Deed.
- (b) The terms of this Deed may be enforced only by a party to it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

1.3 Implied Covenants for Title

The obligations of the Company under this Deed shall be in addition to the covenants for title deemed to be included in this Deed by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.4 Effect as a Deed

This Deed is intended to take effect as a deed notwithstanding that the Security Trustee may have executed it under hand only.

1.5 Security Trust Provisions

The Security Trustee holds the benefit of this Deed on trust for the Secured Parties in accordance with clause 25 (Role of the Agent, the Calculation Agent, the Security Trustee, the Arranger and the Servicer) of the Credit Agreement.

2. COVENANTS TO PAY

2.1 Covenant to Pay Secured Liabilities

- (a) Subject to paragraph (b) below the Company covenants that it shall on demand pay to the Security Trustee all monies and discharge all obligations and liabilities now or hereafter due, owing or incurred by it or any Obligor to any Secured Party under or pursuant to the Finance Documents in each case when the same become due for payment or discharge, whether by acceleration or otherwise, and whether such monies, obligations or liabilities are express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to a Secured Party or purchased (whether by assignment or otherwise) or

acquired in any other way by it; denominated in sterling or any other currency; or incurred on any current or other banking account or in any other manner whatsoever.

- (b) The recourse of the Secured Parties to the Company in respect of its obligations under this Deed (including, but not limited to, under paragraph (a) above) is limited to the Secured Assets.

2.2 Potential Invalidity

Neither the covenant to pay in Clause 2.1 (Covenant to Pay Secured Liabilities) nor the obligation to pay interest pursuant to Clause 2.3 (Interest) nor the security created by this Deed shall extend to or include any liability or sum which would, but for this Clause 2.2, cause such covenant, obligation or security to be unlawful under any applicable law.

2.3 Interest

The Company hereby agrees to pay to the Security Trustee, in respect of any amount demanded from it in accordance with this Deed (to the extent that interest on such amount is not otherwise being paid pursuant to any agreement between the Company or an Obligor and the relevant Secured Party) interest from first demand by the Security Trustee of the Company at the times and the rate and otherwise in accordance with the provisions of clause 8.3 (Default Interest) of the Credit Agreement.

3. SECURITY

The Company hereby charges to the Security Trustee by way of first fixed charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of the Company's rights to and title and interest from time to time in any and each of the Shares.

4. FURTHER ASSURANCE

The Company shall promptly upon request by the Security Trustee execute (in such form as the Security Trustee may reasonably require) such documents (including assignments, transfers, mortgages, charges, notices and instructions) in favour of the Security Trustee or its nominees and do all such assurances and things as the Security Trustee may reasonably require for:

- (a) perfecting and/or protecting (by registration or in any other way) the security created or intended to be created by this Deed;
- (b) facilitating, at any time on or after the occurrence of an Event of Default which is continuing, the realisation of all or any part of the assets of the Company; and
- (c) for exercising all powers, authorities and discretions conferred on the Security Trustee or any Receiver pursuant to this Deed or by law.

5. GENERAL UNDERTAKINGS WITH RESPECT TO THE SHARES

The Company undertakes to the Security Trustee with respect to the Shares during the Security Period:

(a) Negative Pledge

(other than under the Security Documents) it shall not, without the prior consent in writing of the Security Trustee, create or attempt to create or permit to subsist or arise any Security on, over or affecting the Shares or any part of them;

(b) **Disposals**

it shall not dispose of the Shares or any part of them or agree so to do and for these purposes the term dispose shall include any form of disposal of any interest in any asset including (without limitation) any transfer, declaration of trust, assignment, sale, or the creation of any other form of legal or equitable interest in or over any asset or any option in respect of any of the foregoing;

(c) **Compliance with Laws**

it shall at all times comply in all respects with all laws and regulations to which it or the Shares may be subject, if failure so to comply would materially impair its ability to perform its obligations under this Deed and will obtain and maintain in full force and effect all consents, licences, approvals or authorisations of, exemptions by or registrations or declarations with, any governmental or other authority which may at any time be required with respect to any of the Shares;

(d) **Prejudicial Action**

it shall not do or cause or permit to be done anything which may in any way reduce, jeopardise or otherwise prejudice the value to the Security Trustee of the Shares;

(e) **Consents and Other Necessary Action**

it shall take all such action as may be available to it for the purpose of creating, perfecting or maintaining the security created or intended to be created pursuant to this Deed which shall include, without limitation, the obtaining of any necessary consent (in form and content satisfactory to the Security Trustee (acting reasonably)) to enable all or any of the Shares to be mortgaged or charged pursuant to this Deed. Immediately upon obtaining any necessary consent the relevant Shares shall become subject to the security created by this Deed. The Company shall promptly deliver a copy of each consent to the Security Trustee;

(f) it shall promptly deliver to the Security Trustee a copy of all documents received by it in connection with the Shares; and

(g) **Nominees**

it has not and shall not appoint any nominee to exercise or enjoy all or any of its rights in relation to the Shares.

6. UNDERTAKINGS WITH RESPECT TO THE SHARES

6.1 Deposit of Title Documents

The Company shall deposit with the Security Trustee or its nominee, for the duration of the Security Period:

- (a) (to the extent that the relevant documents have not been deposited with a clearance system, settlement system or custodian acceptable to the Security Trustee) all stock and share certificates and documents of, or evidencing, title or the right to title relating to the Shares;
- (b) stock transfer forms or other instruments of transfer duly completed to the Security Trustee's satisfaction; and

- (c) such other documents as the Security Trustee may require from time to time for the purpose of perfecting its title to the Shares or for the purpose of vesting the same in itself, its nominee or any purchaser or presenting the same for registration at any time.

6.2 Registration of transfers

The Company shall procure that, as and when required by the Security Trustee following the occurrence of an Event of Default which is continuing, all Shares which are in registered form are duly registered in the name of the Security Trustee or its nominee once a transfer relating to those Shares is presented for that purpose.

6.3 Calls

The Company shall duly and promptly pay all calls, instalments or other payments which may be due and payable in respect of the Shares and, for the avoidance of doubt, no Secured Party shall incur any liability in respect of any amounts due from the Company in respect of the Shares.

6.4 Dividends

- (a) Prior to the occurrence of a Default which is continuing, the Company may freely receive all dividends or other monies in respect of the Shares from the Borrower and may retain or dispose of any such payment received by it free from any Security provided that such payment is made by the Borrower from the General Account and is made in accordance with the terms of the Finance Documents (including, without limitation, clause 19.14.1 (Dividends, subordination and share capital) of the Credit Agreement)).
- (b) After the occurrence of a Default which is continuing, all dividends or other monies in respect of the Shares shall be paid to and held by the Security Trustee (or its nominee).

6.5 Voting Rights and Other Matters

- (a) Prior to the occurrence of an Event of Default which is continuing and save as otherwise provided in this Clause 6.5, the Company shall be entitled to exercise (or direct the Security Trustee to exercise on its behalf) all voting rights in respect of the Shares provided that the Company shall not exercise (or direct the exercise of) such voting rights in any manner which, in the reasonable opinion of the Security Trustee, may prejudice the value of, or the ability of the Security Trustee to realise, the security over the Shares created pursuant to this Deed.
- (b) The Company shall not, without the prior written consent of the Security Trustee, permit or agree to any variation of the rights attaching to or conferred by any of the Shares, participate in any rights issue, elect to receive or vote in favour of receiving any dividends or other distributions other than in the form of cash or participate in any vote concerning a member's voluntary winding-up or a compromise or arrangement pursuant to sections 895-901 of the Companies Act 2006.
- (c) At any time on or after the occurrence of an Event of Default which is continuing the Security Trustee may in such manner and on such terms as it sees fit (in the name of the Company or otherwise and without the need for further consent from the Company) exercise (or refrain from exercising) any voting rights in respect of the Shares or, as the case may be, require the Company to exercise (or refrain from exercising) any such voting rights in accordance with the directions of the Security Trustee (in which event, the Company shall comply with all such directions of the Security Trustee).

- (d) At any time on or after the occurrence of an Event of Default which is continuing the Security Trustee may in such manner and on such terms as it sees fit (in the name of the Company or otherwise and without the need for further consent from the Company):
 - (i) apply all dividends and other monies arising from the Shares in accordance with Clause 13 (Application of monies received under this Deed); and/or
 - (ii) without prejudice to any other provision of this Deed, transfer the Shares into the name of a nominee or transferee of the Security Trustee as the Security Trustee may require; and/or
 - (iii) exercise (or refrain from exercising) all or any of the powers and rights conferred upon or exercisable by the legal or beneficial owner of the Shares.

6.6 Liability of Security Trustee

The Company agrees with the Security Trustee that no Secured Party nor any nominee will have any liability for:

- (a) failing to present any coupon or other document relating to any of the Shares;
- (b) accepting or failing to accept any offer relating to any of the Shares;
- (c) failing to attend or vote at any meetings relating to the Shares;
- (d) failing to notify the Company of any matters mentioned in this Clause 6.6 or of any communication received in relation to the Shares; or
- (e) any loss arising out of or in connection with the exercise or non-exercise of any rights or powers attaching or accruing to the Shares or which may be exercised by the Security Trustee or any nominee for the Security Trustee under this Deed (whether or not on sale or other realisation of the Shares a better price could have or might have been obtained by either deferring or advancing the date of sale or realisation or otherwise).

7. RIGHTS OF THE SECURITY TRUSTEE

7.1 Enforcement

At any time on or after the occurrence of an Event of Default which is continuing, the security created pursuant to this Deed shall be immediately enforceable and the Security Trustee may in its absolute discretion and without notice to the Company or the prior authorisation of any court:

- (a) enforce all or any part of the security created by this Deed and take possession of or dispose of all or any of the Shares in each case at such times and upon such terms as it sees fit; and
- (b) whether or not it has appointed a Receiver, exercise all of the powers, authorities and discretions granted to a Receiver by this Deed or by law.

7.2 Restrictions on Consolidation of Mortgages

Section 93 of the LPA shall not apply to this Deed or to any sale made under it. The Security Trustee shall have the right to consolidate all or any of the security created by or pursuant to this Deed with any other security in existence at any time. Such power may be exercised by the Security Trustee at any time on or after the occurrence of an Event of Default which is continuing.

7.3 Restrictions on Exercise of Power of Sale

Section 103 of the LPA shall not apply to this Deed and the power of sale arising under the LPA shall arise on the date of this Deed (and the Secured Liabilities shall be deemed to have become due and payable for that purpose). The power of sale and other powers conferred by section 101 of the LPA as varied or extended by this Deed and those powers conferred (expressly or by reference) on a Receiver shall be immediately exercisable by the Security Trustee at any time on or after the occurrence of an Event of Default which is continuing.

7.4 No Prior Notice Needed

The powers of the Security Trustee set out in Clauses 7.2 (Restrictions on Consolidation of Mortgages) and 7.3 (Restrictions on Exercise of Power of Sale) above may be exercised by the Security Trustee without prior notice to the Company.

7.5 Right of Appropriation

- (a) Without prejudice to the other provisions of this Deed, to the extent that any of the Shares constitute "financial collateral", and this Deed and the obligations of the Company hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003/3226) (the **Regulations**)), the Security Trustee shall at any time on and after the occurrence of an Event of Default which is continuing have the right to appropriate all or any part of those Shares in or towards discharge of the Secured Liabilities. For this purpose, the parties agree that the value of any such Shares so appropriated shall be the market price of such Shares at the time the right of appropriation is exercised as determined by the Security Trustee by reference to such method or source of valuation as the Security Trustee may reasonably select, including by independent valuation. The parties agree that the methods or sources of valuation provided for in this Clause or selected by the Security Trustee in accordance with this Clause shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.
- (b) The Security Trustee shall notify the Company as soon as reasonably practicable of the exercise of its right of appropriation as regards such of the Shares as are specified in such notice.

8. EXONERATION

8.1 Exoneration

No Secured Party shall, nor shall any Receiver, by reason of its or the Receiver entering into possession of the Shares or any part thereof, be liable to account as mortgagee in possession or be liable for any loss or realisation or for any default or omission for which a mortgagee in possession might be liable; but every Receiver duly appointed by the Security Trustee under this Deed shall for all purposes be deemed to be in the same position as a receiver duly appointed by a mortgagee under the LPA save to the extent that the provisions of that Act are varied by or are inconsistent with the provisions of this Deed when the provisions hereof shall prevail and every such Receiver and the Security Trustee shall in any event be entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers duly appointed under the LPA.

8.2 Indemnity

The Security Trustee and every Receiver, attorney, delegate, manager, agent or other person appointed by the Security Trustee hereunder shall be entitled to be indemnified out of the Shares or any part thereof in respect of all liabilities and expenses incurred by it or him in the exercise of any of the powers, authorities or discretions vested in it or him pursuant to this Deed and against all

actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Shares or any part of them. The Security Trustee and any such Receiver may retain and pay all sums in respect of which it is indemnified out of any monies received by it under the powers conferred by this Deed.

9. APPOINTMENT OF RECEIVER

9.1 Appointment

At any time on or after the occurrence of an Event of Default which is continuing, or at the request of the Company or its directors, the Security Trustee may, without prior notice to the Company, in writing (under seal, by deed or otherwise under hand) appoint a Receiver in respect of the Shares or any part thereof and may in like manner from time to time (and insofar as it is lawfully able to do) remove any Receiver and appoint another in his stead.

9.2 More than one Receiver

Where more than one Receiver is appointed, each joint Receiver shall have the power to act severally, independently of any other joint Receiver, except to the extent that the Security Trustee may specify to the contrary in the appointment.

9.3 Receiver as agent

A Receiver shall be the agent of the Company which shall be solely responsible for his acts or defaults and for his remuneration. No Receiver shall at any time act as agent of any Secured Party.

9.4 Receiver's Remuneration

A Receiver shall be entitled to remuneration for his services at a rate to be determined by the Security Trustee from time to time (and without being limited to any maximum rate specified by any statute or statutory instrument).

10. RECEIVER'S POWERS

10.1 Powers

A Receiver shall have (and be entitled to exercise) in relation to the Shares over which he is appointed the following powers (as the same may be varied or extended by the provisions of this Deed):

- (a) all of the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (b) all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;
- (c) all the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which the Company itself could do or omit to do;
- (d) the power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this Deed or upon receivers by statute or law generally (including, without limitation, the bringing or defending of proceedings in the name of, or on behalf of, the Company; the collection and/or realisation of Shares in such manner and on such terms as the Receiver

sees fit; and the execution of documents in the name of the Company (whether under hand, or by way of deed or by utilisation of the company seal of the Company).

10.2 Powers may be Restricted

The powers granted to a Receiver pursuant to this Deed may be restricted by the instrument (signed by the Security Trustee) appointing him but they shall not be restricted by any winding-up or dissolution of the Company.

11. PROTECTION OF PURCHASERS

11.1 Absence of Enquiry

No person or persons dealing with the Security Trustee or any Receiver appointed by it shall be concerned to enquire whether any event has happened upon which any of the powers in this Deed are or may be exercisable or otherwise as to the propriety or regularity of any exercise of such powers or of any act purporting or intended to be an exercise of such powers or whether any amount remains secured by this Deed. All the protections to purchasers and persons dealing with receivers contained in sections 104, 107 and 109(4) of the LPA shall apply to any person purchasing from or dealing with the Security Trustee or any such Receiver.

11.2 Receipt: Conclusive Discharge

The receipt of the Security Trustee or any Receiver shall be a conclusive discharge to any purchaser of the Shares.

12. POWER OF ATTORNEY AND DELEGATION

12.1 Power of Attorney: General

The Company hereby irrevocably and by way of security appoints the Security Trustee and any Receiver severally to be its attorney in its name and on its behalf and as its act and deed:

- (a) to execute and deliver any documents or instruments which the Security Trustee or such Receiver may require for perfecting the title of the Security Trustee to the Shares or for vesting the same in the Security Trustee, its nominee or any purchaser;
- (b) to sign, execute, seal and deliver and otherwise perfect any further security document which the Company is required to enter into pursuant to this Deed; and
- (c) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Security Trustee or any Receiver under this Deed or which the Company is required to do pursuant to this Deed or which may be deemed expedient by the Security Trustee or a Receiver in connection with any preservation, disposition, realisation or getting in by the Security Trustee or such Receiver of the Shares or any part thereof or in connection with any other exercise of any other power under this Deed.

The power of attorney under this Clause 12.1 will only be exercisable by the Security Trustee and any Receiver following the occurrence of a Default which is continuing.

12.2 Power of Attorney: Ratification

The Company ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney mentioned in this Clause shall do or purport to do in exercise of the powers granted by this Clause.

12.3 General Delegation

The Security Trustee and any 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 those powers, authorities or discretions by it or him or any revocation of the delegation or any subsequent delegation.

13. APPLICATION OF MONIES RECEIVED UNDER THIS DEED

Any monies received under the powers hereby conferred shall, subject to the repayment of any claims having priority to this Deed, be applied for the following purposes and in the following order of priority:

- (a) in satisfaction of all costs, charges and expenses and payments (including payments made in accordance with paragraphs (i), (ii) and (iii) of section 109(8) of the LPA) made or incurred by the Security Trustee or the Receiver and of remuneration to the Receiver in such order as the Security Trustee shall in its absolute discretion decide;
- (b) in or towards satisfaction of the Secured Liabilities which, subject to any provision to the contrary in the Credit Agreement, shall be applied in such order as the Security Trustee shall in its absolute discretion decide; and
- (c) the surplus, if any, shall be paid to the Company or other person or persons entitled to it,

save that the Security Trustee may credit any monies received under this Deed to a suspense account for so long and in such manner as the Security Trustee may from time to time determine and the Receiver may retain the same for such period as he and the Security Trustee consider appropriate.

14. RELEASE OF SECURITY

14.1 Release

The Security Trustee shall, at the request and cost of the Company (unless such cost constitutes an Excluded Transaction Cost under clause 14.1 (Transaction Expenses) of the Credit Agreement in which case, the cost shall be for the account of the Security Trustee), execute or procure the execution by its nominee (in each case in a form acceptable to the Security Trustee) and do all such deeds, acts and things as are necessary to release and/or reassign the Shares from the security created by or in accordance with this Deed (in each case, without recourse to, or any representation or warranty by the Security Trustee or any of its nominees) at the end of the Security Period.

14.2 Avoidance of Payments

- (a) No amount paid, repaid or credited to a Secured Party shall be deemed to have been irrevocably paid if the Security Trustee considers (acting reasonably) that the payment or credit of such amount is capable of being avoided or reduced by virtue of any laws applicable on bankruptcy, insolvency, liquidation or similar laws.

- (b) If any amount paid, repaid or credited to a Secured Party is avoided or reduced by virtue of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws then any release, discharge or settlement between that Secured Party and the Company shall be deemed not to have occurred and the Security Trustee shall be entitled to enforce this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

15. AMOUNTS PAYABLE

15.1 No Deduction

All payments under this Deed by the Company shall be made without any set-off, counterclaim or equity and (subject to the following sentence) free from, clear of and without deduction for any taxes, duties, levies, imposts or charges whatsoever, present or future. If the Company is compelled by the law of any applicable jurisdiction (or by an order of any regulatory authority in such jurisdiction) to withhold or deduct any sums in respect of taxes, duties, levies, imposts or charges from any amount payable to a Secured Party under this Deed or, if any such withholding or deduction is made in respect of any recovery under this Deed, the Company shall pay such additional amount so as to ensure that the net amount received by that Secured Party shall equal the full amount due to it under the provisions of this Deed (had no such withholding or deduction been made).

15.2 Currency of Payment

The obligation of the Company under this Deed to make payments in any currency shall not be discharged or satisfied by any tender, or recovery pursuant to any judgment or otherwise, expressed in or converted into any other currency, except to the extent that tender or recovery results in the effective receipt by a Secured Party of the full amount of the currency expressed to be payable under this Deed.

15.3 Currency Indemnity

- (a) If any sum due from the Company under this Deed (a **Sum**), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the **First Currency**) in which that Sum is payable into another currency (the **Second Currency**) for the purpose of:

- (i) making or filing a claim or proof against the Company;
- (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings; or
- (iii) applying the Sum in satisfaction of any of the Secured Liabilities,

the Company shall, as an independent obligation, within three Business Days of demand, indemnify the relevant Secured Party against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that Secured Party at the time of its receipt of that Sum.

- (b) The Company waives any right it may have in any jurisdiction to pay any amount under this Deed in a currency unit other than that in which it is payable.

16. REPRESENTATIONS AND WARRANTIES

16.1 Representations

The Company makes the representations and warranties set out in this Clause 16 in favour of the Secured Parties.

16.2 Status

- (a) It is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (b) It has the power to own its assets and carry on its business as it is being conducted.

16.3 Powers and authority

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

16.4 Legal validity

The obligations expressed to be assumed by it in this Deed are, subject to the Reservations, legal, valid, binding and enforceable obligations.

16.5 Non-conflict

The entry into and performance by it of, and the transactions contemplated by, the Deed and the granting of the Security over the Shares, does not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents or the constitutional documents of any Issuer of any of the Shares; or
- (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (howsoever described) under any such agreement or instrument or result in a requirement for the creation of any Security over any of the Shares (other than as contemplated by this Deed).

16.6 Status of assets and security

It is the legal and beneficial owner of the Shares free from Security (other than this Deed) and this Deed confers the security it purports to confer over the Shares and the security created under or pursuant to this Deed is not subject to any prior or pari passu Security and is not liable to avoidance on liquidation or bankruptcy, composition or any other similar insolvency proceedings.

16.7 Transfer, registration and calls

The Shares are free from any restrictions as to transfer or registration and are not subject to any calls or other liability to pay money.

16.8 Stamp taxes and registration

Except for registration of this Deed at Companies House and payment of associated fees, it is not necessary that this Deed be filed, recorded or enrolled with any court or other authority in any jurisdiction or that any stamp, registration or similar tax be paid on or in relation to Deed or the transactions contemplated by this Deed.

16.9 No immunity

The execution by it of this Deed constitutes, and the exercise by it of its rights and performance of its obligations under this Deed will constitute, private and commercial acts performed for private and commercial purposes and it will not be entitled to claim immunity from suit, execution, attachment or other legal process in any proceedings taken in its jurisdiction of incorporation in relation to this Deed.

16.10 Licences

It is not necessary under the laws of its jurisdiction of incorporation:

- (a) in order to enable any Secured Party to enforce its rights under this Deed; or
- (b) by reason of the execution of this Deed or the performance by it of its obligations under this Deed,

that any Secured Party should be licensed, qualified or otherwise entitled to carry on business in the Company's jurisdiction of incorporation and no Secured Party is or will be deemed to be resident, domiciled or carrying on business in the Company's jurisdiction of incorporation by reason only of execution, performance and/or enforcement of this Deed.

16.11 No proceedings pending or threatened

To the best of its knowledge and belief, no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency have been started or threatened which affects or could reasonably be expected to affect the Company, the Shares or the performance of the Company's obligations under this Deed.

16.12 Governing law and enforcement

- (a) The governing law specified in this Deed will be recognised and enforced in its jurisdiction of incorporation.
- (b) Any judgment obtained in England in relation to this Deed will be recognised and enforced in its jurisdiction of incorporation.

16.13 Times for Making Representations and Warranties

The representations and warranties set out in this Clause are made on the date of this Deed and (other than Clause 16.11 (No proceedings pending or threatened)) are deemed to be repeated on each date during the Security Period that the Repeating Representations are deemed to be made by each Obligor in accordance with clause 16.32 (Repetition) of the Credit Agreement.

17. NEW ACCOUNTS

If a Secured Party receives notice of any subsequent charge or other interest affecting any part of the Shares (the date of receipt of such notice being the **Notice Date**) it may, without prejudice to its

rights under this Deed, open a fresh account or accounts with the Company and continue any existing account in the name of the Company and may appropriate to any such fresh account any monies paid in, received or realised for the credit of the Company after that time without being under any obligation to apply the same or any part of them in discharge of any of the Secured Liabilities. If a Secured Party fails to open a fresh account it will be deemed to have done so and any monies received or realised after the Notice Date will not reduce the Secured Liabilities outstanding on the Notice Date.

18. MISCELLANEOUS

18.1 The Company

This Deed shall be binding on the successors and assigns of the Company.

18.2 Assignment and Transfer

The Company may not assign any rights under this Deed or transfer any of its rights or obligations under this Deed. The Security Trustee may assign and transfer all or any part of its rights and obligations under this Deed to a replacement security trustee appointed pursuant to the terms of the Credit Agreement. Such replacement security trustee will, from the date of such assignment or transfer, be the Security Trustee for the Secured Parties under this Deed instead of the previous security trustee.

18.3 Disclosure

Clause 36 (Confidentiality) of the Credit Agreement shall apply to this Deed mutatis mutandis save that the definition of Confidential Information shall be amended so as to include information related to the Company.

18.4 Remedies and Waivers Cumulative

Save as expressly provided in this Deed, no failure to exercise, or delay in exercising, on the part of any Secured Party any right, power or privilege under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise, or the exercise of any other right, power or privilege. No waiver by a Secured Party shall be effective unless it is in writing. The rights and remedies of a Secured Party provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law.

18.5 Set-Off, Combination of Accounts and Lien

A Secured Party may (but shall not be obliged to) set-off any matured obligation in respect of Secured Liabilities which is due and payable by the Company against any matured obligation (contingent or otherwise) owed by that Secured Party to the Company (regardless of the place of payment, booking branch or currency of either obligation) and apply any credit balance to which the Company is entitled on any account with that Secured Party in payment of the Secured Liabilities. That Secured Party may, at the cost of the Company, effect such currency exchanges as such Secured Party considers are appropriate to implement such set-off.

18.6 Partial Invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any relevant jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed, nor the legality, validity or enforceability of that provision under the law of any other jurisdiction, shall in any way be affected or impaired.

18.7 Property

This Deed is and will remain the property of the Security Trustee.

18.8 Continuing Security and indemnity

- (a) This Deed shall be a continuing security and shall not be discharged by any intermediate payment or satisfaction of the whole or any part of the Secured Liabilities.
- (b) If any purported obligation or liability of any Obligor to the Secured Parties which if valid would have been the subject of any obligation or charge created by this Deed is or becomes unenforceable, invalid or illegal on any ground whatsoever whether or not known to any Secured Party, the Company shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Company was the principal debtor in respect thereof. The Company hereby agrees to keep the Secured Parties fully indemnified against all damages, losses, costs and expenses arising from any failure of any Obligor to carry out any such purported obligation or liability.
- (c) The obligations of the Company under this Deed will not be affected by an act, omission, matter or thing which, but for this Clause 18.8, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to any Secured Party) including:
 - (i) any time, waiver or consent granted to, or composition with, the Company, any Obligor or other person;
 - (ii) the release of any Obligor or any other person under the terms of any composition or arrangement with any creditor of any person;
 - (iii) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Company, any Obligor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
 - (iv) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Company, any Obligor or any other person;
 - (v) any amendment (however fundamental) or replacement of any Finance Document or any other document or security;
 - (vi) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
 - (vii) any insolvency or similar proceedings.
- (d) The Company waives any right it may have of first requiring the Security Trustee to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Company under this Deed. This waiver applies irrespective of any law or any provision of the Finance Documents to the contrary.
- (e) Until the Security Period has ended, the Security Trustee may refrain from applying or enforcing any other moneys, security or rights held or received by the Security Trustee in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Company shall not be entitled to the benefit of the same.

- (f) Until the Security Period has ended and unless the Security Trustee otherwise directs, the Company will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed:
- (i) to be indemnified by any Obligor (including any rights it may have by way of subrogation);
 - (ii) to claim any contribution from any guarantor of any Obligor of the obligations under the Finance Documents;
 - (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of the Security Trustee or any of the other Secured Parties under any Finance Document or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents;
 - (iv) to claim, rank, prove or vote as a creditor of any Obligor or its estate in competition with the Security Trustee or any of the other Secured Parties; and/or
 - (v) receive, claim or have the benefit of any payment, distribution or security from or on account of any Obligor, or exercise any right of set-off against any Obligor.
- (g) The Company shall hold on trust for and immediately pay or transfer to the Security Trustee any payment or distribution or benefit of security received by it contrary to this Clause 18.8.

18.9 Additional Security

This Deed shall be in addition to and not be affected by any other security or guarantee at any time held by a Secured Party for all or any part of the Secured Liabilities nor shall any such other security or guarantee of liability to a Secured Party of or by any person not a party to this Deed be in any way impaired or discharged by this Deed nor shall this Deed in any way impair or discharge such other security or guarantee.

18.10 Variation of Security

This Deed shall not in any way be affected or prejudiced by a Secured Party at any time dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any security or guarantee referred to in Clause 18.9 (Additional Security) above or any rights which a Secured Party may at any time have or giving time for payment or granting any indulgence or compounding with any person whatsoever.

18.11 Enforcement of Other Security

No Secured Party shall be obliged to enforce any other Security it may hold for the Secured Liabilities before enforcing any of its rights under this Deed.

18.12 Redemption of Prior Incumbrances

The Security Trustee may redeem or take a transfer of any prior Security over the Shares and may agree the accounts of prior incumbrancers. An agreed account shall be conclusive and binding on the Company. Any amount paid in connection with such redemption or transfer (including expenses) shall be paid on demand by the Company to the Security Trustee and until such payment shall form part of the Secured Liabilities.

18.13 Stamp Taxes

The Company shall pay and, within three Business Days of demand, indemnify each Secured Party against any cost, loss or liability that Secured Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of this Deed or in connection with any appropriation of Shares by any Secured Party under this Deed.

18.14 Costs and Expenses

Without prejudice to clause 14 (Costs and Expenses) of the Credit Agreement, the Company shall within three Business Days of demand reimburse each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with the exercise, enforcement and/or the preservation of any rights under this Deed and any proceedings instituted by or against the Security Trustee as a consequence of taking or holding the Security created or contemplated by this Deed or enforcing these rights, in each case with any applicable VAT.

19. CALCULATIONS AND CERTIFICATES

19.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by the Security Trustee in connection with this Deed are prima facie evidence of the matters to which they relate.

19.2 Certificates and Determinations

Any certification or determination by the Security Trustee of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

19.3 Day Count Convention

Any interest accruing under this Deed will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days.

20. NOTICES

20.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by letter.

20.2 Addresses

The address and email address (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this Deed is:

- (a) in the case of the Company, that identified with its name below; and
- (b) in the case of the Security Trustee, that identified with its name below,

or any substitute address, email address or department or officer as the party may notify to the Security Trustee (or the Security Trustee may notify to the Company, if a change is made by the Security Trustee) by not less than five Business Days' notice.

20.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:
 - (i) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address; or
 - (ii) if by email or any other electronic communication, when received in legible form,and, if a particular department or officer is specified as part of its address details provided under Clause 20.2 (Addresses), if addressed to that department or officer.
- (b) Any communication or document to be made or delivered to the Security Trustee will be effective only when actually received by the Security Trustee and then only if it is expressly marked for the attention of the department or officer identified with the Security Trustee's signature below (or any substitute department or officer as the Security Trustee shall specify for this purpose).
- (c) All notices from or to the Company shall be sent through the Security Trustee.
- (d) Any communication or document which becomes effective, in accordance with paragraphs (a) to (c) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

20.4 Electronic communication

- (a) Any communication to be made between any two parties under or in connection with this Deed may be made by electronic mail or other electronic means to the extent that the two parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication and if those two parties:
 - (i) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
 - (ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.
- (b) Any electronic communication made between those two parties will be effective only when actually received in readable form and in the case of any electronic communication made by a party to the Security Trustee only if it is addressed in such a manner as the Security Trustee shall specify for this purpose.
- (c) Any electronic communication which becomes effective, in accordance with paragraph (b) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

20.5 English language

- (a) Any notice given under or in connection with this Deed must be in English.
- (b) All other documents provided under or in connection with this Deed must be:
 - (i) in English; or

- (ii) if not in English, and if so required by the Security Trustee, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

20.6 Voice recording

Each party acknowledges and agrees that telephone calls may be recorded for regulatory or monitoring purposes.

21. COUNTERPARTS

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

22. LAW

This Deed and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

23. ENFORCEMENT

23.1 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual dispute or claim) (a **Dispute**).
- (b) Subject to paragraph (c) below, the parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly the Company will not:
 - (i) argue to the contrary; or
 - (ii) initiate or pursue any proceedings relating to a Dispute in any jurisdiction other than England.
- (c) This Clause 23.1 is for the benefit of each of the Secured Parties only. As a result, a Secured Party shall not be prevented from initiating or pursuing proceedings relating to a Dispute in any other courts with jurisdiction nor from contending that such courts are appropriate and convenient. To the extent allowed by law, a Secured Party may initiate or pursue:
 - (i) proceedings in any other court; and
 - (ii) concurrent proceedings in any number of jurisdictions,

irrespective of whether proceedings have already been initiated by any party in England.

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

SIGNATORIES

**EXECUTED AS A DEED by
FAIRHOLD SERVICES LIMITED**

acting by Michael Gaston

in the presence of:

Signature of witness

Name of witness

(in BLOCK CAPITALS)

AVRIL TRUTTERO CLARK

Address of witness

~~Fieldfisher
Rivbank House
2 Swan Lane
London
EC4R 3TT~~

Estates + Management Ltd
Molteno House
302 Regents Park Road
London
N3 2JX

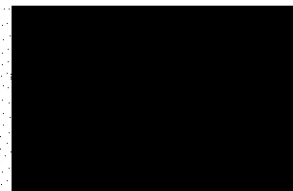
Notice details for FAIRHOLD SERVICES LIMITED for Clause 20

Address: Molteno House, 302 Regents Park Road, London N3 2JX

Attention: Bill Procter / Paul Hallam / Sidney Khadhour / Jamie Drinnan

F-mail: b.procter@cbg.uk.com / p.ballam@e-m.uk.com / s.khadhoury@cbg.uk.com / j.drinnan@cbg.uk.com

SIGNED by **JAMES**)
DICKSON)
for and on behalf of)
)
ROTHESAY LIFE PLC)



Notice details for ROTHESAY LIFE PLC for Clause 20

Address: Level 25, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AB

Attention: Daniel Hardiman / Operations

Email: rl-asset-operations@rothesaylife.com