



Registration of a Charge

Company Name: **HARRISON CLARK RICKERBYS LIMITED**

Company Number: **07033248**



XCXUINMO

Received for filing in Electronic Format on the: **28/02/2024**

Details of Charge

Date of creation: **27/02/2024**

Charge code: **0703 3248 0011**

Persons entitled: **RODERICK MICHAEL THOMAS**

Brief description: **NONE**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **HARRISON CLARK RICKERBYS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7033248

Charge code: 0703 3248 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th February 2024 and created by HARRISON CLARK RICKERBYS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th February 2024 .

Given at Companies House, Cardiff on 1st March 2024

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**

Dated *27th February* 2023⁴

THE COMPANIES SET OUT IN SCHEDULE 1

and

RODERICK MICHAEL THOMAS

as Security Agent

GUARANTEE AND DEBENTURE

CONTENTS

1.	Definitions and Interpretation	3
2.	Covenant to Pay	9
3.	Grant of Security	11
4.	Negative Pledge.....	13
5.	Crystallisation of Floating Charge.....	14
6.	Perfection of Security	15
7.	Further Assurance	16
8.	Undertakings.....	16
9.	Enforcement of Security.....	19
10.	Powers of the Security Agent	20
11.	Appointment of Receiver or Administrator	21
12.	Powers of Receiver.....	22
13.	Application of Moneys.....	23
14.	Protection of Purchasers	24
15.	Power of Attorney	24
16.	Continuing Security.....	24
17.	Prior Security Interests.....	25
18.	New Accounts	25
19.	Release of Security	25
20.	Expenses and Indemnity	26
21.	Miscellaneous	26
22.	Notices	27
23.	Counterparts	28
24.	Governing Law.....	28
25.	Jurisdiction	28
	Schedule 1 The Chargors	30
	Schedule 2 Details of Charged Property	31

THIS DEED is made on 27th February 202~~8~~⁴ by

- (1) THE COMPANIES whose details are set out in Schedule 1 (the "Chargors" and each a "Chargor")

in favour of

- (2) RODERICK MICHAEL THOMAS as agent and trustee for the Secured Parties on the terms and conditions set out in the Security Trust Deed (the "Security Agent").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"Account Bank" means any bank or financial institution with whom a Chargor holds an account from time to time.

"Administration Event" means:

- (a) the presentation of an application to the court for the making of an administration order in relation to any Chargor;
- (b) the giving of written notice by any person (who is entitled to do so) of its intention to appoint an Administrator of any Chargor or the filing of such a notice with the court; or
- (c) the filing of a notice of appointment of an administrator with the Court.

"Administrator" means any person appointed under Schedule B1 to the Insolvency Act 1986 to manage any Chargor's affairs, business and property.

"Business Day" means a day on which banks generally are open for business in the City of London (excluding Saturdays, Sundays and bank or public holidays).

"Charged Accounts" means any account charged by or pursuant to this Deed.

"Charged Property" means all the property, assets and undertaking of a Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to this Deed.

"Collateral Rights" means all rights, powers and remedies of the Security Agent provided by or pursuant to this Deed or by law.

"EU Regulation" means Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast).

"Event of Default" means any of the following events:

- (a) the Secured Obligations are not paid or discharged when due (whether on demand, at agreed maturity or earlier as the case may be);
- (b) a Chargor is in breach of any of its obligations under this Deed or otherwise to the Secured Parties, and that breach (if capable of remedy) has not been remedied to the satisfaction of the Security Agent within 14 days of notice by the Security Agent to that Chargor to remedy the breach;

- (c) any representation, warranty or statement made, repeated or deemed made by a Chargor to the Secured Parties is (or proves to have been) incomplete, untrue, incorrect or misleading when made, repeated or deemed made;
- (d) any Financial Indebtedness is not paid when due or within any originally applicable grace period;
- (e) any Financial Indebtedness becomes due, or capable of being declared due and payable prior to its stated maturity by reason of an event of default however described;
- (f) any commitment for Financial Indebtedness is cancelled or suspended by a creditor of a Chargor by reason of an event of default however described;
- (g) any creditor of a Company becomes entitled to declare any Financial Indebtedness due and payable prior to its stated maturity by reason of an event of default (however described);
- (h) any Chargor stops or suspends payment of any of its debts or is unable to, or admits its inability to, pay its debts as they fall due;
- (i) the value of a Chargor's assets is less than its liabilities (taking into account contingent and prospective liabilities);
- (j) a moratorium is declared in respect of any Indebtedness of a Chargor;
- (k) any action, proceedings, procedure or step is taken for the suspension of payments, a moratorium of any Indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of a Chargor;
- (l) any action, proceedings, procedure or step is taken for the composition, compromise, assignment or arrangement with any creditor of a Chargor;
- (m) any action, proceedings, procedure or step is taken for the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of a Chargor or any of its assets;
- (n) a Chargor commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors with a view to rescheduling any of its Indebtedness (because of actual or anticipated financial difficulties);
- (o) any event occurs in relation to a Chargor similar to those set out in paragraphs (j) to (n) (inclusive) under the laws of any applicable jurisdiction;
- (p) a distress, attachment, execution, expropriation, sequestration or another analogous legal process is levied, enforced or sued out on, or against, a Chargor's assets;
- (q) any Security on or over the assets of a Chargor becomes enforceable;
- (r) any provision of this Deed or any document under which a Chargor owes obligations to a Secured Party is or becomes, for any reason, invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect;
- (s) a Chargor repudiates or shows an intention to repudiate this Deed or any document under which the Company owes obligations to a Secured Party;
- (t) a Chargor ceases, or threatens to cease, to carry on all or a substantial part of its business; and

- (u) any event occurs (or circumstances exist) which, in the opinion of the Security Agent, has or is likely to materially and adversely affect a Chargor's ability to perform all or any of its obligations under, or otherwise comply with the terms of, this Deed or any document under which a Company owes obligations to a Secured Party.

"Financial Collateral" shall have the same meaning as in the Financial Collateral Regulations.

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I. 2003/3226).

"Financial Indebtedness" means any Indebtedness of a Chargor for or in respect of:

- (a) borrowing or raising money (with or without security), including any premium and any capitalised interest on that money;
- (b) any bond, note, loan stock, debenture, commercial paper or similar instrument;
- (c) any other transaction that has the commercial effect of borrowing; and
- (d) any guarantee, counter-indemnity or other assurance against financial loss that a Chargor has given for any Indebtedness of the type referred to in any other paragraph of this definition incurred by any person.

"Indebtedness" means any obligation to pay or repay money, present or future, whether actual or contingent, sole or joint and any guarantee or indemnity of any of those obligations.

"Floating Charge Property" has the meaning given in Clause 3.3 (*Floating Charges*).

"Insurance Policy" means any policy of insurance and cover note in which a Chargor may from time to time have an interest.

"Intellectual Property" means:

- (a) all present and future patents (including supplementary protection certificates), trade marks, service marks, trade name, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow, trade secret, right in passing off, utility model and other intellectual property rights and interests, whether registered or unregistered;
- (b) the benefit of all applications and rights to use such assets; and
- (c) all Related Rights.

"Investments" means:

- (a) any stocks, shares, loan capital, debentures, certificates of deposit, securities bonds, or other instruments creating or acknowledging indebtedness, including alternative finance investment bonds, whether held directly by or to the order of a Chargor or by any trustee, fiduciary or clearance system on its behalf; and
- (b) all Related Rights (including all rights against any such trustee, fiduciary or clearance system).

"Investment Derivative Rights" means all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investment.

"Issuer" means the issuer of any Investment.

"Material Contracts" means:

- (a) any other contract entered into by a Chargor that may from time to time designated as a Material Contract by the Security Agent and the Chargors; and
- (b) all Related Rights.

"Mortgaged Real Property" means all Real Property specified in Schedule 2 (Details of Charged Property).

"Notice of Assignment" means a notice of assignment in such form as may be agreed between the Security Agent and a Chargor.

"Plant and Machinery" means:

- (a) all equipment, plant, machinery, computers, vehicles, furniture, fittings and all other assets of a similar nature which are now, or at any time after the date of this Deed become, the property of a Chargor; and
- (b) all Related Rights.

"Real Property" means a Chargor's estates or interests in all present and future freehold (including commonhold), leasehold or other immovable property and any buildings, fixtures or fittings from time to time situated on or forming part of such property, and all Related Rights.

"Receivables" means:

- (a) all present and future book and other debts and monetary claims (of any kind whatsoever) due, owing or payable to a Chargor; and
- (b) all Related Rights.

"Receiver" means a receiver or receiver and manager or administrative receiver appointed pursuant to the provisions of this Deed or any applicable law.

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

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

"Secured Beneficiaries" has the meaning given to it in the Security Trust Deed.

"Secured Obligations" means all present and future obligations and liabilities of the Chargors to the Secured Parties, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity and whether or not a Secured Party was an original party to the relevant transaction and in whatever name or style, together with all interest (including, without limitation, default interest) accruing in respect of those obligations or liabilities except for any money or liability which, if it were so included, would cause the infringement of section 678 or 679 of the Companies Act 2006.

"Secured Parties" means the Secured Beneficiaries and any Receiver or delegate.

"Security" means any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Financial Collateral Arrangement" shall have the same meaning as in the Financial Collateral Regulations.

"Security Period" means the period beginning on the date of this Deed and ending on the date on which the Security Agent is satisfied that the Secured Obligations have been irrevocably and unconditionally satisfied in full and no Secured Party is under any further actual or contingent obligations to make advances or provide other financial accommodation to any Chargor.

"Security Trust Deed" means the security trust deed dated on or about the date of this Deed and made between the Security Agent and the Secured Beneficiaries.

1.2 Construction

- (a) Unless a contrary indication appears, a reference in this Deed to:
- (i) any **"Chargor"**, any **"Party"**, any **"Secured Party"**, the **"Security Agent"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Security Trust Deed;
 - (ii) **"assets"** includes present and future properties, revenues and rights of every description and includes uncalled capital;
 - (iii) any agreement or instrument is a reference to that agreement or instrument as amended, novated, supplemented, extended or restated;
 - (iv) **"guarantee"** means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
 - (v) **"indebtedness"** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (vi) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
 - (vii) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (viii) **"Secured Obligations"** includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any Chargor;
 - (ix) any reference to **"including"** and **"include"** shall mean including and include **"without limitation"** and any words following such terms shall be construed as illustrative and shall not limit the meaning or scope of the phrase or words preceding such terms;

- (x) a provision of law is a reference to that provision as amended or re-enacted;
- (xi) the singular includes a reference to the plural and vice versa; and
- (xii) a time of day is a reference to London time.

(b) Section, Clause and Schedule headings are for ease of reference only.

1.3 Joint and several

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

1.4 Third Party Rights

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

1.5 Incorporation of Terms

- (a) A reference in this Deed to any freehold, leasehold or commonhold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights.
- (b) The terms of the Finance Documents and of any side letters between any of the parties thereto are incorporated in this Deed to the extent required to ensure that any disposition of Real Property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.6 Present and future assets

- (a) A reference in this Deed to any Mortgaged Real Property, Charged Property or other asset includes, unless the contrary intention appears, present and future Mortgaged Real Property, Charged Property and other assets.
- (b) The absence of or incomplete details of any Charged Property in any Schedule shall not affect the validity or enforceability of any Security under this Deed.

1.7 Separate Security

Clauses 3.1 (*Fixed Charges*) and 3.2 (*Security Assignment*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment over each relevant asset within any particular class of assets defined in this Deed and the failure to create an effective mortgage, fixed charge or assignment (whether arising out of this Deed or any act or omission by any party) over any one asset shall not affect the nature or validity of the mortgage, charge or assignment imposed on any other asset whether within that same class of assets or not.

1.8 Security Agent assumes no obligation

The Security Agent shall not be under any obligation in relation to the Charged Property as a consequence of this Deed and each Chargor shall at all times remain liable to perform all obligations in respect of the Charged Property.

1.9 Effect as a Deed

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

2. COVENANT TO PAY

2.1 Covenant to pay

Each Chargor covenants that it will, on the Security Agent's demand, pay, satisfy and discharge the Secured Obligations to the Security Agent when due (or, if no specific time for payment is stipulated, immediately on demand by the Security Agent).

2.2 Proviso

The covenants contained in this clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause such covenant or security to be unlawful or prohibited by any applicable law.

2.3 Guarantee and indemnity

Each Chargor irrevocably and unconditionally jointly and severally:

- (a) guarantees to the Secured Parties punctual performance by each other Chargor of all that Chargor's obligations to the Secured Parties;
- (b) undertakes with the Security Agent that whenever another Chargor does not pay any amount when due in respect of the Secured Obligations, that Chargor shall immediately on demand pay that amount as if it was the principal obligor; and
- (c) agrees with the Secured Parties that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Secured Parties immediately on demand against any cost, loss or liability it incurs as a result of a Chargor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it on the date when it would have been due. The amount payable by a Chargor under this indemnity will not exceed the amount it would have had to pay under this Clause 2 if the amount claimed had been recoverable on the basis of a guarantee.

2.4 Continuing guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Chargor in respect of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.

2.5 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made by any Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under this Clause 2 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

2.6 Waiver of defences

The obligations of each Chargor under this Clause 2 will not be affected by an act, omission, matter or thing which, but for this Clause 2, would reduce, release or prejudice any of its obligations under this Clause 2 (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Chargor or other person;

- (b) the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor of any Chargor;
- (c) 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, any Chargor or 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;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Chargor or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any document or security; or
- (g) any insolvency or similar proceedings.

2.7 Guarantor intent

Without prejudice to the generality of Clause 2.6 (*Waiver of defences*), each Chargor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any document evidencing the Secured Obligations for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

2.8 Immediate recourse

Each Chargor waives any right it may have of first requiring a Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Clause 2. This waiver applies irrespective of any law to the contrary.

2.9 Appropriations

Until all amounts which may be or become payable by the Chargors in respect of the Secured Obligations have been irrevocably paid in full, any Secured Party (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by it (or any trustee or agent on its behalf) 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 no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Clause 2.

2.10 Deferral of Companies' rights

Until all amounts which may be or become payable by the Companies in respect of the Secured Obligation have been irrevocably paid in full and unless the Security Agent otherwise directs,

no Chargor will exercise any rights which it may have by reason of performance by it of its obligations arising under this Clause 2:

- (a) to be indemnified by a Chargor;
- (b) to claim any contribution from any other guarantor of any Chargor's obligations;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under any guarantee or security taken by any Secured Party;
- (d) to bring legal or other proceedings for an order requiring any Chargor to make any payment, or perform any obligation, in respect of which any Chargor has given a guarantee, undertaking or indemnity under Clause 2.3 (*Guarantee and indemnity*);
- (e) to exercise any right of set-off against any Chargor; and/or
- (f) to claim or prove as a creditor of any Chargor in competition with any Secured Party.

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to a Secured Party by the Chargors in connection with the Secured Obligations to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent.

2.11 Additional security

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Lender.

2.12 Guarantee binding

Each Chargor agrees to be bound by the guarantee contained in Clause 2.3 (*Guarantee and indemnity*), even if any other Chargor which was intended to execute this Deed may not do so or may not be effectually bound.

3. GRANT OF SECURITY

3.1 Fixed Charges

Each Chargor with full title guarantee charges in favour of the Security Agent as continuing security for the payment and discharge of the Secured Obligations:

- (a) by way of legal mortgage, its interest in the Mortgaged Real Property and all Related Rights;
- (b) by way of fixed charge, all of its rights, title and interest in and to all its Real Property now or at any time after the date of this Deed belonging to that Chargor (to the extent not validly and effectively charged by way of legal mortgage under Clause 3.1(a) above), together with all Related Rights;
- (c) by way of fixed charge, all of its rights, title and interest from time to time in and to all Plant and Machinery and other fixtures and fittings attached to any Real Property and all Related Rights;
- (d) by way of fixed charge all accounts of such Chargor with any bank, financial institution or other person at any time and all monies at any time standing to the credit of such accounts, together with all interest from time to time accrued or accruing on such

monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

- (e) by way of fixed charge, all of its rights, title and interest from time to time in and to all present and future Receivables and all Related Rights, other than those validly and effectively assigned under Clause 3.2 (*Security Assignment*);
- (f) by way of fixed charge, other than those validly and effectively assigned under Clause 3.2 (*Security Assignment*):
 - (i) all of its rights, title and interest from time to time in and to its Investments;
 - (ii) all Investment Derivative Rights; and
 - (iii) where any Investment is held in a system for the deposit and settlement of transactions in Investments, all rights against the operator of such system or any participant in respect of such Investment;
- (g) by way of fixed charge, all of its rights, title and interest from time to time in and to its Intellectual Property and all Related Rights;
- (h) by way of fixed charge, all of its rights, title and interest from time to time in and to any goodwill of the Chargor;
- (i) by way of fixed charge, the uncalled capital (no or at any time hereafter and from time to time) of the Chargor;
- (j) by way of fixed charge, all rights, interests and claims in the Insurance Policies, other than those validly and effectively assigned under Clause 3.2 (*Security Assignment*);
- (k) by way of fixed charge, all rights, interests and claims in the Material Contracts, other than those validly and effectively assigned under Clause 3.2 (*Security Assignment*);
- (l) by way of fixed charge, the benefits of all licences, consents and authorisations held in connection with its business or the use of any Charged Property, and the right to any compensation in respect of any of them; and
- (m) by way of fixed charge, all rights, interests and claims in any pension fund now or in the future.

3.2 Security Assignment

Each Chargor with full title guarantee assigns absolutely to the Security Agent as continuing security for the payment and discharge of the Secured Obligations all of its rights, title, interest and benefit from time to time in and to:

- (a) the Receivables;
- (b) the Material Contracts; and
- (c) the Insurance Policies.

3.3 Floating Charges

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

- (a) assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge pursuant to Clause 3.1 (*Fixed Charges*) or assigned pursuant to Clause 3.2 (*Security Assignment*) or any other provision of this Deed; and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland,

((a) and (b) above together being the "**Floating Charge Property**"). The floating charge created pursuant to this Clause 3.3 shall be deferred in point of priority to all fixed security validly and effectively created by that Chargor under the Finance Documents in favour of the Security Agent as security for the Secured Obligations.

3.4 Qualifying Floating Charge

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

3.5 Financial Collateral

To the extent that the Charged Property constitutes Financial Collateral, each Chargor agrees that such Charged Property shall be held or designated so as to be under the control of the Security Agent (or by a person acting on its behalf) for the purposes of the Financial Collateral Regulations. To the extent that the Charged Property constitutes Financial Collateral and is subject to a Security Financial Collateral Arrangement created by or pursuant to this Deed, the Security Agent shall have the right at any time after this Deed becomes enforceable, to appropriate all or any part of that Charged Property in or towards the payment or discharge of the Secured Obligations. The value of any Charged Property appropriated in accordance with this Clause shall be (a) in the case of cash, the amount standing to the credit of any account, together with accrued but unposted interest, at the time the right of appropriation is exercised, and (b) in the case of Investments, the market price of that Charged Property at the time the right of appropriation is exercised, as listed on any recognised market index, or as determined by such other method as the Security Agent may select (acting reasonably). Each Chargor agrees that the methods of valuation provided for in this Clause are commercially reasonable for the purposes of Regulation 18 of the Financial Collateral Regulations.

3.6 Implied covenants for title

- (a) The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clauses 3.1 (*Fixed Charges*), 3.2 (*Security Assignment*) or 3.3 (*Floating Charges*)
- (b) It shall be implied in respect of Clauses 3.1 (*Fixed Charges*), 3.2 (*Security Assignment*) or 3.3 (*Floating Charges*) that each Chargor is disposing of the Charged Property free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

4. NEGATIVE PLEDGE

4.1 Security

No Chargor shall, except with the prior written consent of the Security Agent, create or permit to subsist any Security over any of the Charged Property.

4.2 Disposals

No Chargor shall, except with the prior written consent of the Security Agent, enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, discount, factor, transfer, assign, lease, lend or otherwise dispose of any of

the Charged Property other than the Floating Charge Property in the ordinary course of trading on an arm's length basis.

5. CRYSTALLISATION OF FLOATING CHARGE

5.1 Conversion of Floating Charge

The Security Agent may at any time by notice in writing to a Chargor immediately convert the floating charge created by Clause 3.3 (*Floating Charges*) into a fixed charge as regards any property or assets specified in the notice if:

- (a) an Event of Default has occurred and is continuing;
- (b) the Security Agent reasonably considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
- (c) the Security Agent reasonably considers that it is desirable in order to protect the priority of the security; or
- (d) any Chargor requests the Security Agent to exercise any of its powers under this Deed.

5.2 Automatic Conversion

- (a) If, without the prior written consent of the Security Agent:
 - (i) a Chargor creates or attempts to create any Security, over any of the Charged Property;
 - (ii) a Chargor disposes of any of the Floating Charge Property other than in the ordinary course of trading on an arm's length basis or as otherwise permitted pursuant to the Facilities Agreement; or
 - (iii) any steps are taken for any of the Charged Property to become subject to any Security in favour of any other person; or
 - (iv) any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or
 - (v) an Administration Event occurs;
 - (vi) a Receiver is appointed over all or any of the Charged Property;
 - (vii) a meeting is convened for the passing of a resolution for the voluntary winding-up of the Chargor;
 - (viii) a petition is presented for the compulsory winding-up of the Chargor;
 - (ix) a provisional liquidator is appointed to the Chargor; or
 - (x) a resolution is passed or an order is made for the dissolution or re-organisation of the Chargor,

or any analogous procedure or step is taken in any jurisdiction, the floating charge created under Clause 3.3 (*Floating Charges*) by any Chargor will automatically be converted (without notice) with immediate effect into a fixed charge in respect of the relevant Floating Charge Property.

- (b) At any time after the floating charge constituted under this Deed shall have crystallised as a fixed charge over all or part of the Charged Property pursuant to this Clause 5 but

before the appointment of any Receiver pursuant hereto, the said fixed charge shall upon the written consent of the Security Agent cease to attach to the assets then subject to the fixed charge and shall again subsist as a floating charge.

5.3 Assets acquired after crystallisation

Any asset acquired by a Chargor after any conversion of the floating charge created by this Deed, in accordance with this Clause 4.1, 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 Secured Parties) by way of first fixed charge.

5.4 Reconversion to floating charge

The Security Agent may at any time after any conversion of the floating charge created by this Deed over any Charged property into a fixed charge in accordance with this Clause 4.1, reconvert such fixed charge into a floating charge by notice to the relevant Chargor.

6. PERFECTION OF SECURITY

6.1 Deposit of Title Documents

(a) If requested by the Security Agent, each Chargor shall deposit with the Security Agent:

- (i) all deeds and documents of title relating to the Charged Property;
- (ii) all Insurance Policies to which the Chargor is entitled to possession; and
- (iii) all certificates relating to the Investments together with stamped stock transfer forms executed in blank and other documents as the Security Agent (acting reasonably) may from time to time require for perfecting its title to the Investments or for vesting or enabling it to vest the Investments in itself or its nominees or in any purchaser and declarations of trust in favour of the Chargor executed by all persons (other than that Chargor) in whose name the Investments are registered,

and at any time thereafter deposit with the Security Agent any further such deeds, certificates and other documents, promptly upon coming into possession of any of those items.

(b) A breach of clause 6.1(a) will not arise if there are no documents of title in respect of any part of the Charged Property.

6.2 Notices of Assignment

Each Chargor shall, if requested by the Security Agent, give notice to any party or counterparty the subject of any Charged Property assigned pursuant to Clause 3.2 (*Security assignment*).

6.3 Registration of Intellectual Property

Each Chargor shall, if requested by the Security Agent, execute all such documents and do all acts that the Security Agent may reasonably require to record the interest of the Security Agent in any registers relating to any registered Intellectual Property.

6.4 Land Registry disposal restriction

(a) In respect of any Real Property or part of or interest in any Real Property title to which is registered at the Land Registry (or any unregistered land subject to first registration), each Chargor shall apply or consent to an application being made to the Chief Land

Registrar to enter the following restriction on the Register of Title for such Real Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of [name of Security Agent] referred to in the charges register or their conveyancer."

- (b) The Security Agent shall not be liable to any party for the failure by a Chargor to perfect any Security.

6.5 Tacking

The obligation on the part of any Secured Party (if any) to make further advances to any Chargor is deemed to be incorporated in this Deed and each Chargor shall apply to the Chief Land Registrar for a note of such obligation to be entered on the Register of Title of all present and future registered Real Property.

7. FURTHER ASSURANCE

7.1 Extension of covenant

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in 7.2 below.

7.2 Further assurance

- (a) Each Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)).
 - (i) to create, perfect, protect and/or maintain the Security created or intended to be created under or evidenced by this Deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this Deed) or for the exercise of any rights, powers and remedies of the Security Agent provided by or pursuant to this Deed or by law;
 - (ii) to confer on the Security Agent, Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or
 - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of this Deed.
- (b) Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent by or pursuant to the Finance Documents.

8. UNDERTAKINGS

Each Chargor undertakes to the Security Agent in accordance with this clause 8. The undertakings in this clause 8 shall remain in force during the Security Period.

8.1 Lease covenants

Each Chargor shall, in relation to any lease, agreement for lease or other right to occupy to which all or any part of the Charged Property is at any time subject:

- (a) pay the rents (if the lessee) and observe and perform in all material respects the covenants, conditions and obligations imposed (if the lessor) on the lessor or (if the lessee) on the lessee; and
- (b) not do any act or thing whereby any lease or other document which gives any right to occupy any part of the Charged Property becomes or may become subject to determination or any right of re-entry or forfeiture prior to the expiration of its term.

8.2 Real Property

Each Chargor shall:

- (a) not, except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any of the Real Property;
- (b) not, except with the prior written consent of the Security Agent, confer on any person:
 - (i) any lease or tenancy of any of the Real Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power);
 - (ii) any right or licence to occupy any land or buildings forming part of the Real Property; or
 - (iii) any licence to assign or sub-let any part of the Real Property;
- (c) permit the Security Agent and any person nominated by any of them at all reasonable times with reasonable notice to enter any part of the Real Property and view the state of it;

8.3 Plant and Machinery

Each Chargor shall:

- (a) immediately on request by the Security Agent, affix to any item of Plant and Machinery a durable notice of this Deed in such form as the Security Agent may require; and
- (b) not remove any Plant and Machinery from the Real Property except for the purpose of maintenance pursuant to the terms of this Deed.

8.4 Insurance

Each Chargor shall:

- (a) if it defaults at any time in effecting or maintaining such insurances or in producing any policy or receipt to the Security Agent on demand, authorise the Security Agent to take out or renew such policies of insurance in any sum which the Security Agent may reasonably think expedient. All moneys which are expended by the Security Agent in so doing shall be deemed to be properly paid by the Security Agent and shall be reimbursed by the Chargor on demand;
- (b) give the Security Agent the sole right to conduct or settle any insurance claim;

- (c) authorise the Security Agent to give any discharge for insurance and to direct the application of all moneys received or receivable under any insurances either in making good the loss or damage in respect of which the same have been received or in or towards the discharge of the Secured Obligations.

8.5 Intellectual Property

No Chargor shall grant any licence to any person to use its [material] Intellectual Property in any manner which will materially and adversely affect the value of such [material] Intellectual Property.

8.6 Receivables

Each Chargor shall:

- (a) deal with the Receivables in accordance with any directions given in writing from time to time by the Security Agent and, in the absence of such directions, hold the Receivables on trust for the benefit of the Security Agent;
- (b) after the security constituted by this Deed becomes enforceable, comply with any notice served by the Security Agent on the Chargor prohibiting the Chargor from withdrawing all or any monies from time to time standing to the credit of its accounts with any bank, financial institution or other person, except with the prior written consent of the Security Agent;
- (c) if called upon so to do by the Security Agent, execute a legal assignment of the Receivables to the Security Agent in such terms as the Security Agent may require and give notice thereof to the debtors from whom the Receivables are due, owing or incurred;
- (d) deliver to the Security Agent such information as to the amount and nature of its Receivables as the Security Agent may from time to time reasonably require.

8.7 Investments

Each Chargor shall:

- (a) until the security constituted by this Deed becomes enforceable, be entitled to:
 - (i) receive and retain all dividends, distributions and other moneys paid on or derived from the Investments; and
 - (ii) exercise all voting and other rights and powers attaching to the Investments provided that it must not do so in a manner which is prejudicial to the interests Security Agent under this Deed;
- (b) after the security constituted by this Deed becomes enforceable:
 - (i) hold all dividends, distributions and other moneys paid on or derived from the Investments on trust for the Security Agent; and
 - (ii) comply and procure that its nominees comply with any directions from the Security Agent concerning the exercise of all voting and other rights and powers attaching to the Investments; and
- (c) at any time after the security constituted by this Deed becomes enforceable, permit the Security Agent to complete the instrument(s) of transfer for the Investments on behalf of the Chargor in favour of itself or such other person as it may select.

8.8 Material Contracts

- (a) No Chargor shall, without the prior written consent of the Security Agent, amend or waive any term of any Material Contract, terminate any Material Contract or release any other party from its obligations under any Material Contract.
- (b) Upon the occurrence of an Event of Default, each Chargor will, as agent for the Security Agent, collect all amounts payable to it under the Material Contracts and forthwith pay those monies into an account specified by the Security Agent and, pending such payment, hold those proceeds on trust for the Security Agent.

9. ENFORCEMENT OF SECURITY

9.1 Enforcement

The security constituted by this Deed shall become immediately enforceable at any time upon the occurrence of:

- (a) an Event of Default which has not been remedied or waived;
- (b) an Administration Event; or
- (c) a request from any Chargor to the Security Agent that it exercise any of its powers under this Deed.

9.2 Powers on enforcement

At any time after the security created under this Deed becomes enforceable, the Security Agent may, without notice to any Chargor or prior authorisation from any court and whether or not it has appointed a Receiver, in its absolute discretion:

- (a) secure and perfect its title to all or any part of the Charged Property;
- (b) enforce all or any part of that Security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Charged Property (and any assets of the relevant Chargor which, when got in, would be part of the Charged Property) at the times, in the manner and on the terms it thinks fit (including whether for cash or non-cash consideration);
- (c) exercise all or any of the powers, authorities and discretions conferred on mortgagees by the Law of Property Act 1925 (as varied or extended by this Deed);
- (d) exercise all of the powers conferred on the holder of a qualifying floating charge (as defined in the Insolvency Act 1986) by the Insolvency Act 1986; and
- (e) exercise all or any of the powers conferred by this Deed.

9.3 No Liability as Mortgagee In Possession

Neither the Security Agent nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Charged Property for which a mortgagee in possession might otherwise be liable.

10. POWERS OF THE SECURITY AGENT

10.1 Extension of Powers

The power of sale conferred on the Security Agent and on any Receiver by this Deed shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Deed.

10.2 Restrictions

Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Deed.

10.3 Power of Leasing

At any time after the security created by this Deed becomes enforceable, the Security Agent may lease or make arrangements to lease, at a premium or otherwise, and accept surrenders of leases without any restriction and in particular without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925. For the purposes of sections 99 and 100 of the Law of Property Act 1925, the expression "Mortgagor" will include any incumbrancer deriving title under any Chargor and neither section 99(18) nor section 100(12) of the Law of Property Act 1925 will apply.

10.4 Discretion

Any liberty or power which may be exercised or any determination which may be made hereunder by the Security Agent or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

10.5 Delegation

Each of the Security Agent and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise of such power, authority or discretion by the Security Agent or the Receiver itself or any subsequent delegation or revocation thereof.

10.6 Investigations

Following the occurrence of an Event of Default which is continuing, the Security Agent may initiate an investigation of, and/or instruct any report (accounting, legal, valuation or other) on the business and affairs of a Chargor which it considers necessary to ascertain the financial position of the Chargor. All fees and expenses incurred by the Security Agent in connection with such investigations shall be payable by the Chargor and the Chargor consents to the provision by the Security Agent of all information in relation to the Chargor which the Security Agent provides to any person in relation to the preparation of any such report.

10.7 Power to Remedy

If at any time a Chargor does not comply with any of its obligations under this Deed, the Security Agent may (but shall not be obliged to) rectify such default and the Chargor irrevocably authorises the Security Agent, its employees and agents, at the Chargor's expense, to do all such things as are necessary or desirable to rectify such default.

10.8 Statutory powers

The powers conferred by this Deed on the Security Agent are in addition to and not in substitution for the powers conferred on mortgagees and mortgagees in possession under the Law of Property Act 1925, the Insolvency Act 1986 or otherwise by law (as extended by this

Deed) and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Charged Property. In the case of any conflict between the statutory powers contained in any such acts and those conferred by this Deed, the terms of this Deed shall prevail.

11. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

11.1 Appointment and Removal

- (a) At any time after the security created under this Deed becomes enforceable, or if requested to do so by a Chargor, the Security Agent may (by deed or otherwise and acting through its authorised officer) without prior notice to any Chargor:
 - (i) appoint one or more persons jointly or severally to be a Receiver of the whole or any part of the Charged Property;
 - (ii) appoint two or more Receivers of separate parts of the Charged Property;
 - (iii) remove (so far as it is lawfully able) any Receiver(s) so appointed;
 - (iv) appoint another person(s) as an additional or replacement Receiver(s); and
 - (v) appoint one or more persons to be an Administrator of that Chargor.
- (b) The Security Agent may apply to the Court for an order removing an Administrator from office and may by notice in writing in accordance with this clause appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.
- (c) Notwithstanding anything to the contrary in this Deed, neither the obtaining of a moratorium by a Chargor under schedule A1 to the Insolvency Act 1986 nor the doing of anything by a Chargor with a view to obtaining such a moratorium (including any preliminary decision or investigation) shall be, or be construed as:
 - (i) an event under this Deed which causes any floating charge created by this Deed to crystallise;
 - (ii) an event under this Deed which causes any restriction which would not otherwise apply to be imposed on the disposal of any property by a Chargor; or
 - (iii) a ground under this Deed for the appointment of a Receiver.

11.2 Capacity of Receivers

Each Receiver shall be:

- (a) entitled to act individually or together with any other person appointed or substituted as a Receiver;
- (b) an agent of the relevant Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Security Agent; and
- (c) entitled to remuneration for his services at a rate to be fixed by the Security Agent from time to time (without being limited to the maximum rate specified in Section 109(6) of the Law of Property Act 1925).

12. POWERS OF RECEIVER

12.1 General Powers

Every Receiver shall have all the powers:

- (a) conferred by the Law of Property Act 1925 on mortgagees in possession and receivers appointed under that Act;
- (b) set out in Schedule 1 to the Insolvency Act 1986; and
- (c) conferred from time to time on receivers by statute.

12.2 Additional Powers

In addition to the powers referred to in Clause 12.1 (*General Powers*) a Receiver shall have the power, at the cost of a Chargor and either in his own name or in the name of the Chargor or (with the written approval of the Security Agent) in the name of the Security Agent:

- (a) to take possession of, collect and get in all or any part of the Charged Property [in respect of which the Receiver was appointed];
- (b) to carry on, manage or concur in carrying on and managing all or any part of the business of the Chargor;
- (c) to borrow or raise money and secure the payment of any money in priority to the charges created by this Deed for the purpose of exercising his powers and/or defraying any costs or expenses incurred by him in such exercise;
- (d) without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925, to sell, let, lease or concur in selling, letting or leasing and to vary the terms or determine, surrender and to accept surrenders of leases or tenancies of or grant options or licences over all or any part of the Charged Property in any manner and on such terms as he thinks fit and the consideration for any such transaction may consist of cash or of shares or securities of another company (and the amount of such consideration may be dependent on profit or turnover or be determined by a third party) and may be payable in a lump sum or in instalments; all moneys paid to the holder of such Security in accordance with such accounts shall form part of the Secured Obligations;
- (e) to sever any fixtures (including trade and tenants fixtures) from the property of which they form part, without the consent of the Chargor;
- (f) to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Charged Property, including, without limitation, all voting and other rights attaching to the Investments;
- (g) to make and effect all repairs, renewals, improvements, and insurances;
- (h) to redeem any prior Security in respect of all or any of the Charged Property and to settle and pass the accounts of the holder of such prior Security and any accounts so settled and passed will, in the absence of manifest error, be conclusive and binding on the Chargor (all moneys paid to the holder of such Security in accordance with such accounts shall form part of the Secured Obligations);
- (i) to promote the formation of subsidiaries of the Chargor for the purpose of purchasing, leasing, licensing or otherwise acquiring interests in all or any of the assets of the Chargor and to arrange for any such subsidiaries to trade or cease to trade on such terms as the Receiver thinks fit;

- (j) to take such proceedings and to make any arrangement or compromise which the Security Agent or the Receiver may think fit;
- (k) to appoint managers, officers and agents at such salaries and for such periods as the Receiver may determine;
- (l) to exercise in relation to all or any part of the Charged Property all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Charged Property; and/or
- (m) to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise expedient for or incidental or conducive to the preservation, improvement or realisation of the Charged Property.

13. APPLICATION OF MONEYS

13.1 Application

- (a) All moneys received or recovered by the Security Agent or any Receiver pursuant to this Deed, including any non-cash recoveries, shall (subject to the rights and claims of any person having security ranking in priority to the security constituted by this Deed) be applied in the following order:
 - (i) first, in satisfaction of, or provision for, all costs, charges and expenses incurred by the Security Agent or any Receiver and the payment of the remuneration of any Receiver;
 - (ii) second, in or towards payment of any debts or claims which are required by law to be paid in preference to the Secured Obligations, but only to the extent to which such debts or claims have such preference;
 - (iii) third, in or towards payment of all matters referred to in the first three paragraphs of Section 109(8) of the Law of Property Act 1925 (other than the remuneration of the Receiver);
 - (iv) fourth, in or towards satisfaction of the Secured Obligations; and
 - (v) fifth, any surplus shall be paid to the relevant Chargor or any other person entitled thereto.
- (b) Only money actually paid by the Receiver to the Security Agent, or received or recovered by the Security Agent under this Deed, shall be capable of being applied in or towards the satisfaction of the Secured Obligations and a Chargor shall have no rights in respect of the application by the Security Agent of any sums received, recovered or realised by the Security Agent under this Deed.

13.2 Suspense Account

Until all Secured Obligations have been irrevocably and unconditionally paid and discharged in full, the Security Agent and any Receiver may place and keep for such time as it thinks prudent any moneys received, recovered or realised under or by virtue of this Deed in a separate or suspense account to the credit of either a Chargor or of the Security Agent without any obligation to apply all or any part of such moneys in or towards the discharge of the Secured Obligations. Amounts standing to the credit of such Suspense Account shall bear interest at a fair market rate.

13.3 Avoidance of Payments

If the Security Agent reasonably considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargors under this Deed and the security constituted hereby shall continue and such amount shall not be considered to have been irrevocably paid.

14. PROTECTION OF PURCHASERS

14.1 Receipts

The receipt of the Security Agent or its delegate or any Receiver shall be conclusive discharge to a purchaser in any sale or disposal of any of the Charged Property.

14.2 Protection of Purchasers

No purchaser or other person dealing with the Security Agent or its delegate or any Receiver shall be bound to inquire whether the right of the Security Agent or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any notice to the contrary, or be concerned to see whether any such delegation by the Security Agent shall have lapsed for any reason or have been revoked.

15. POWER OF ATTORNEY

15.1 Appointment

Each Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, irrevocably appoints the Security Agent, each person to whom the Security Agent shall from time to time have delegated the exercise of the power of attorney conferred by this Clause and any Administrator or Receiver jointly and severally to be its attorney and in its name and on its behalf to execute, deliver and perfect all documents and to do all things which the attorney may consider to be necessary for:

- (a) carrying out any obligation imposed on the Chargor by this Deed that the Chargor has failed to perform (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Property); and
- (b) enabling the Security Agent and any Receiver to exercise any of the powers conferred on them by or pursuant to this Deed or by law.

15.2 Ratification

Each Chargor ratifies and confirms and agrees to ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

16. CONTINUING SECURITY

16.1 Continuing Security

The security created by or pursuant to this Deed will be a continuing security for the Secured Obligations notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or other matter or thing whatsoever and will be without prejudice and in addition to and shall not merge with any other right, remedy or security which the Security Agent or any Finance Party may hold at any time for the Secured Obligations and will not be affected by any release, reassignment or discharge of such other right, remedy or security.

16.2 Settlements conditional

Any release, discharge or settlement between a Chargor, the Security Agent shall be conditional upon no security, disposition or payment to the Security Agent by the Chargor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy or insolvency or for any other reason whatsoever, and if such condition shall not be fulfilled the Security Agent 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.

17. PRIOR SECURITY INTERESTS

17.1 Redemption or transfer

In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the Charged Property or in case of exercise by the Security Agent or any Receiver of any power of sale or right of appropriation or application under this Deed, the Security Agent may redeem such prior Security or procure the transfer thereof to itself.

17.2 Accounts

The Security Agent may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on each Chargor.

17.3 Costs of redemption or transfer

All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by each Chargor to the Security Agent on demand.

18. NEW ACCOUNTS

If the Security Agent (or any of the other Finance Parties) at any time receives or is deemed to have received notice of any subsequent Security affecting all or any part of the Charged Property it may open a new account or accounts with a Chargor. If the Security Agent (or any of the other Finance Parties) does not open a new account or accounts it shall nevertheless be treated as if it had done so as at the time when it (or any Finance Party) received or was deemed to have received such notice and as from such time all payments made to the Security Agent shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount of the Secured Obligations.

19. RELEASE OF SECURITY

19.1 Release of Security

Upon the expiry of the Security Period, the Security Agent shall, at the request and cost of each Chargor, release and cancel the Security created by this Deed and procure the reassignment to the relevant Chargor of the property and assets assigned to the Security Agent pursuant to this Deed, in each case subject to Clause 19.2 (*Clawback*) and without recourse to, or any representation or warranty by, the Security Agent or any of its nominees.

19.2 Clawback

If the Security Agent considers that any amount paid or credited to any Secured Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of each Chargor under this Deed and the Security created by it will continue and such amount will not be considered to have been irrevocably paid or credited.

19.3 Set-Off

Each Chargor authorises the Security Agent (but the Security Agent shall not be obliged to exercise such right), after the Security created by or pursuant to this Deed has become enforceable in accordance with Clause 9.1 (*Enforcement*), to set off against the Secured Obligations any amount or other obligation owing (contingent or otherwise) by the Security Agent to any Chargor and apply any credit balance to which that Chargor is entitled on any account with the Security Agent in accordance with Clause 13 (*Application of Moneys*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account).

20. EXPENSES AND INDEMNITY

20.1 Expenses

Each Company shall, from time to time on demand of the Security Agent, pay or reimburse the Security Agent on a full indemnity basis for all costs and expenses (including legal fees) together with any VAT or similar taxes thereon incurred by it in connection with the enforcement of this Deed. Such costs and expenses shall form part of the Secured Obligations.

20.2 Indemnity

Each Chargor shall, notwithstanding any release or discharge of all or any part of the security constituted by this Deed, indemnify the Security Agent, its agents, attorneys and any Receiver against any action, proceeding, claim, loss, liability and cost which it may sustain:

- (a) in the exercise (or purported exercise) of any of the rights, powers or discretions vested in them by this Deed (or by law); and/or
- (b) in connection with or otherwise relating to this Deed or the Charged Property.

21. MISCELLANEOUS

21.1 No Deduction

All payments to be made to the Security Agent under this Deed shall be made in freely available funds and shall be made clear of and without deduction for or on account of tax. If a Company is required by law to make a tax deduction, the sum payable by that Company shall be increased to the extent necessary to ensure that, after the making of such deduction, the recipient of such sum receives and retains a net sum equal to the sum which it would have received and retained had no such deduction been made or required to be made.

21.2 Assignment and disclosure of information

The Security Agent may assign and transfer all or any of its rights and obligations under this Deed. The Security Agent shall be entitled to disclose such information concerning the Chargors and this Deed as the Security Agent considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

21.3 Perpetuity Period

The perpetuity period under the rule against perpetuities, if applicable to this Deed, shall be the period of one hundred and twenty five years from the date of this Deed.

21.4 Remedies and Waivers

No failure on the part of the Security Agent to exercise, or any delay on its part in exercising, any Collateral Right shall operate as a waiver thereof, nor shall any single or partial exercise of any Collateral Right preclude any further or other exercise of that or any other Collateral Right.

21.5 No Liability

None of the Security Agent, its delegate(s) nominee(s) or any Receiver shall be liable for any loss by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property, except in the case of gross negligence or wilful default upon its part.

21.6 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 jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

21.7 Certificates

A certificate of the Security Agent specifying any amount due from a Company shall, in the absence of manifest error, be prima facie evidence of such amount.

22. NOTICES

22.1 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 email or letter.

22.2 Addresses

The address and email (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 a Chargor, that identified with its name in Schedule 1 (*The Chargors*) or the Chargor's registered office;

(b) in the case of the Security Agent:

Address: 5 Deansway, Worcester, Worcestershire, WR1 2JG

or any substitute address, email or department or officer as one party may notify to the other party by not less than five days' notice.

22.3 Delivery

(a) Subject to clause 22.3(b) below, 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 email, when sent in legible form; or

- (ii) if by way of letter, when it has been left at the relevant address or four days following the day on which it was despatched by first-class mail postage prepaid,

and, if a particular department or officer of any Party is specified on the execution page below, if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer (or any substitute department or officer) as the Security Agent may specify from time to time for this purpose.

22.4 Internet communications

Each Chargor acknowledges that internet communications are not secure and may be intercepted by third parties, and, as such, the Security Agent does not accept any responsibility, legal or otherwise, for any interception of internet communications or interference by third parties.

23. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

24. GOVERNING LAW

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

25. JURISDICTION

25.1 English Courts

The courts of England have exclusive jurisdiction to settle any disputes (a "Dispute") arising out of, or connected with this Deed (including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity).

25.2 Convenient Forum

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

25.3 Exclusive Jurisdiction

This Clause 25 is for the benefit of the Security Agent only. As a result and notwithstanding Clause 25.1 (*English Courts*), it does not prevent the Security Agent 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.

THIS DEED has been signed on behalf of the Security Agent and **EXECUTED AS A DEED** by the Chargors and is delivered by them on the date first specified above.

**SCHEDULE 1
THE CHARGORS**

Name of Chargor	Company number	Registered Office
HCR LEGAL LLP	OC382982	5 Deansway, Worcester, Worcestershire, WR1 2JG
HARRISON CLARK RICKERBYS LIMITED	07033248	5 Deansway, Worcester, Worcestershire, WR1 2JG

SCHEDULE 2
DETAILS OF CHARGED PROPERTY

Intentionally left blank

EXECUTION CLAUSES TO THE DEBENTURE

Executed as a deed by

HARRISON CLARK RICKERBYS LIMITED

acting by two directors

or

a director in the presence of:

Director

Director

Witness signature

Witness name
(block capitals)

LAUREN BAKER

Witness address

Witness Occupation

EA

Executed as a deed by

HCR LEGAL LLP

acting by two members

or

a member in the presence of:

Member

Member

Witness signature

Witness name
(block capitals)

LAUREN BAKER

Witness address

Witness Occupation

EA

Security Agent



Executed as a deed by

RODERICK MICHAEL THOMAS

in the presence of:

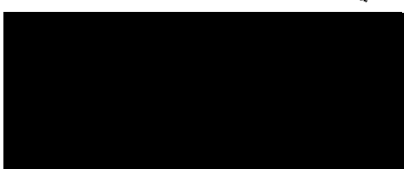
Witness signature



Witness name
(block capitals)

LAUREN BAGER

Witness address



Witness Occupation *CA*