



Registration of a Charge

Company Name: **FORZA DOORS LTD**

Company Number: **07112891**



Received for filing in Electronic Format on the: **20/04/2023**

XC1TJ4LU

Details of Charge

Date of creation: **06/04/2023**

Charge code: **0711 2891 0005**

Persons entitled: **SEVEN TWO ZERO PROPERTY LIMITED (CRN: 10348982)**

Brief description: **BY WAY OF A FIRST LEGAL MORTGAGE ALL OF ITS RIGHT, TITLE AND INTEREST IN AND TO THE FREEHOLD, COMMONHOLD AND LEASEHOLD PROPERTY NOW VESTED IN IT. BY WAY OF FIRST FIXED CHARGE ALL OF ITS RIGHT, TITLE AND INTEREST IN AND TO THE FOLLOWING ASSETS, BOTH PRESENT AND FUTURE; [...] (A) ALL ESTATES OR INTERESTS IN ANY FREEHOLD, COMMONHOLD OR LEASEHOLD PROPERTY (OTHER THAN SUCH PROPERTY EFFECTIVELY MORTGAGED ABOVE); (B) ALL INTELLECTUAL PROPERTY RIGHTS. FOR MORE DETAILS PLEASE REFER TO CLAUSE 4 OF THE INSTRUMENT.**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED
AS PART OF THIS APPLICATION FOR REGISTRATION IS A
CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PDT SOLICITORS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7112891

Charge code: 0711 2891 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th April 2023 and created by FORZA DOORS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th April 2023 .

Given at Companies House, Cardiff on 22nd April 2023

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**

DEED OF ACCESSION

THIS DEED OF ACCESSION is made on 6 April 2023

BETWEEN:

- (1) **FORZA DOORS LIMITED**, a company incorporated in England & Wales with company number 07112891, and having its registered office address at 24a 24c Star Road Star Road Trading Estate, Partridge Green, Horsham, West Sussex, RH13 8RA (the “Additional Chargor”);
- (2) **NOVASTONE SF12 BIDCO LIMITED**, a private limited company registered in England and Wales with registered number 14665909 and having its registered address at 80 Cheapside, London, EC2V 6EE (as an **Original Chargor**);
- (3) **NOVASTONE SF12 MIDCO LIMITED**, a private limited company registered in England and Wales with registered number 14670515 and having its registered address at 80 Cheapside, London, EC2V 6EE (as an **Original Chargor**);
- (4) **SEVEN TWO ZERO PROPERTY LIMITED**, a private limited company registered in England and Wales with registered number 10348982 and having its registered address at Ashcombe Court, Woolsack Way, Godalming, Surrey, GU7 1LQ as security trustee for the Secured Parties (as defined in the Debenture (as defined below)) (the “**Security Trustee**”).

INTRODUCTION

- (A) This deed of accession (this “**Deed**”) is supplemental to a deed dated 6 April 2023 (as supplemented and amended from time to time, the “**Debenture**”) between: (1) the Original Chargors and (2) the Security Trustee (each term as defined therein).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Debenture have the same meaning in this Deed.
- 1.2 The principles of interpretation set out in Clause 1 (*Definitions and Interpretation*) of the Debenture apply to this Deed insofar as they are relevant to it, as they apply to the Debenture.

2. ACCESSION

- 2.1 The Additional Chargor agrees to become a party to and to be bound by the terms of the Debenture with immediate effect as a Chargor as if the Additional Chargor had been an original party to the Debenture as a Chargor.

3. COVENANT TO PAY

- 3.1 Each Additional Chargor covenants with the Security Trustee (as trustee for the Secured Parties) that it will pay, perform and discharge the Secured Liabilities as and when the same fall due for payment, performance or discharge in accordance with the terms of the Debt Documents or, in the absence of any such express terms, on demand.
- 3.2 Each Additional Chargor covenants with the Security Trustee (for the benefit of itself and the other Secured Parties) to pay interest on any amounts due under Clause 3.1 from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of any person) at such rate as may from time to time be fixed in terms of the Debt Documents on the

basis that all such interest will be payable upon such days in each year as shall from time to time be fixed and will be compounded with rests on such days in each year in the event of it not being so paid but without prejudice to the right of the Secured Parties to require payment of such interest on demand at any time and provided that, in the case of any Expense, such interest shall accrue and be payable as from the date on which the relevant Expense arose without the necessity for any demand being made for payment.

4. FIXED SECURITY

Charges

- 4.1 The Additional Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee by way of a first legal mortgage all of its right, title and interest in and to the freehold, commonhold and leasehold property now vested in it.
- 4.2 The Additional Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee by way of first fixed charge all of its right, title and interest in and to the following assets, both present and future:
- 4.2.1 all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under Clause 4.1 above);
 - 4.2.2 all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled;
 - 4.2.3 where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;
 - 4.2.4 all amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises;
 - 4.2.5 all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade);
 - 4.2.6 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances;
 - 4.2.7 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same;
 - 4.2.8 all moneys from time to time deposited in or standing to the credit of any bank account with the Security Trustee or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each

case, any cheque, bill, note, negotiable instrument or other document representing the same));

- 4.2.9 all Securities and their Related Rights;
- 4.2.10 all of its goodwill and uncalled capital;
- 4.2.11 all Intellectual Property;
- 4.2.12 all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them;
- 4.2.13 each of the Specified Contracts.

Assignment

- 4.3 The Additional Chargor, as security for the payment, performance and discharge of all of the Secured Liabilities, assigns to the Security Trustee absolutely by way of first legal assignment all of its right, title and interest in and to:
 - 4.3.1 the Mortgaged Property;
 - 4.3.2 the Insurances; and
 - 4.3.3 the Specified Contracts.

5. FLOATING CHARGE

- 5.1 The Additional Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee by way of a first floating charge all of its undertaking and all its other property, assets and rights, present and future, including all of its stock in trade and all of its property, assets and rights not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to Clause 4 (*Fixed Security*) of this Deed.
- 5.2 The provisions of paragraph 14 of schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause 5.1 (*Floating Charge*) of this Deed.

6. NEGATIVE PLEDGE

- 6.1 In Clause 6.2 below, "Quasi-Security" means an arrangement or transaction described in Clause 6.2.2 below.
- 6.2 Except as permitted under the Intercreditor Agreement:
 - 6.2.1 no Chargor shall create or permit to subsist any Security over any of its assets;
 - 6.2.2 no Chargor shall:
 - (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group;
 - (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or

(d) enter into any other preferential arrangement having a similar effect, in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

7. CONSTRUCTION OF DEBENTURE

- 7.1 The Debenture shall remain in full force and effect as supplemented by this Deed.
- 7.2 The Debenture and this Deed shall be read together as one instrument on the basis that references in the Debenture to “**this Deed**” and other similar expressions shall be deemed to be references to the Debenture as supplemented by this Deed.

8. GOVERNING LAW

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

9. ENFORCEMENT

- 9.1 The courts of England have exclusive jurisdiction to settle any dispute out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a “**Dispute**”).
- 9.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- 9.3 Clauses 10.1 and 10.2 above are for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

IN WITNESS of which this Deed has been entered into as a deed and is intended to be and is delivered as a deed on the day and year first before written.

SIGNATORIES TO THE DEED OF ACCESSION

THE ADDITIONAL CHARGOR

Executed as a deed by)
FORZA DOORS LIMITED)
acting by a director:) W. Hunnan
WILLIAM HUNNAN) Director
in the presence of:)

Name of witness:
(in BLOCK CAPITALS)

CHRISTOPHER STACEY

Signature of witness:

C Stacey

Marriott Harrison LLP

80 Cheapside

Address:

London

EC2V 6EE

Tel: 020 7209 2000

Occupation:

Trainee Solicitor

THE ORIGINAL CHARGORS

Executed as a deed by)
NOVASTONE SF12 BIDCO LIMITED)
acting by a director:) W. Hunnan
WILLIAM HUNNAN) Director
in the presence of:)

Name of witness:
(in BLOCK CAPITALS)

CHRISTOPHER STACEY

Signature of witness:

.....

Marriott Harrison LLP

80 Cheapside

Address:

London

EC2V 6EE

Tel: 020 7209 2000

Occupation:

Trainee Solicitor

Executed as a deed by
NOVASTONE SF12 MIDCO LIMITED

acting by a director:

WILLIAM HUNNAM

in the presence of:



Director

Name of witness:

(in BLOCK CAPITALS)

CHRISTOPHER STACEY

Signature of witness:



Address:

Marriott Harrison LLP

80 Cheapside

London

EC2V 6EE

Occupation:

Trace Solicitor

Tel: 020 7209 2000

SECURITY TRUSTEE

Signed as a DEED by
SEVEN TWO ZERO PROPERTY LIMITED
acting by a director

in the presence of

Witness signature:

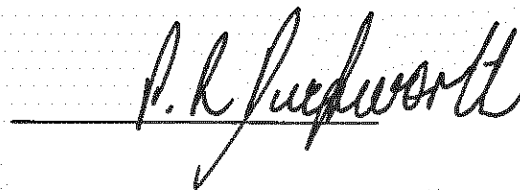


Witness name:

EMILY FREELY

Witness address:

PDT Solicitors LLP
Premier House
36-48 Queen Street
Horsham
West Sussex
RH13 5AD



DATE: 6 April 2023

DEBENTURE

Between

NOVASTONE SF12 BIDCO LIMITED

NOVASTONE SF12 MIDCO LIMITED

(as Original Chargors)

and

SEVEN TWO ZERO PROPERTY LIMITED

(as Security Trustee)

*This Deed is subject to the terms of the
Intercreditor Agreement (as defined herein)
and
the Vendor Security Trust Deed (as defined herein)*

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THIS DEED is made on 6 April 2023

BETWEEN:

- (1) **NOVASTONE SF12 BIDCO LIMITED**], a private limited company registered in England and Wales with registered number 14665909 and having its registered address at 80 Cheapside, London, England, EC2V 6EE
- (2) **NOVASTONE SF12 MIDCO LIMITED**, a private limited company registered in England and Wales with registered number 14670515 and having its registered address at 80 Cheapside, London, England, EC2V 6EE,
(collectively, the “**Original Chargers**” and each an “**Original Charger**”); and
- (3) **SEVENTWO ZERO PROPERTY LIMITED**, a private limited company registered in England and Wales with registered number 10348982 and having its registered address at Ashcombe Court, Woolsack Way, Godalming, Surrey, GU7 1LQ as security trustee for the Secured Parties (as defined below) (the “**Security Trustee**”).

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 Terms defined in the Intercreditor Agreement shall, unless otherwise defined in this Deed, have the same meanings when used in this Deed and in addition in this Deed:

“**Additional Charger**”: means any person who becomes a Charger by executing a Deed of Accession substantively in the form set out in Schedule 3 (*Form of Deed of Accession*) to this Deed.

“**Charged Property**”: the assets of each Charger which from time to time are the subject of any security created or expressed to be created in favour of the Security Trustee by or pursuant to this Deed.

“**Charger**”: each Original Charger and each Additional Charger;

“**Deferred Consideration Loan Note**”: means the deferred consideration loan notes in a total amount of £3,723,145.14 granted by Novastone SF12 Bidco Limited in favour of the Secured Parties, pursuant to the terms of the SPA.

Deferred Consideration Loan Note Instrument: means the deferred consideration loan note instrument in agreed form constituting the Deferred Consideration Loan Notes;

“**Debt Documents**” means the Deferred Consideration Loan Note and the Deferred Consideration Loan Note Instrument.

“**Debt Proceeds**”: any proceeds of any book debts and other debts or monetary claims (including any chose in action which may give rise to a monetary claim) owing to any Charger (including, without limitation, any sums of money received by any Charger from any of the assets charged under Clause 3.2.7 (*Book debts*) and/or Clause 3.2.8 (*Bank accounts and deposits*)).

“**Event of Default**”: means any event of default as described in clause 5 of the Deferred Consideration Loan Note Instrument.

“**Expenses**”: all costs (including legal fees), charges, expenses and damages sustained or incurred by the Security Trustee or any Receiver or Delegate at any time in connection with the Charged

Property or the Secured Liabilities or in taking, holding or perfecting this Deed or in protecting, preserving, defending or enforcing the security constituted by this Deed or in exercising any rights, powers or remedies provided by or pursuant to this Deed (including any right or power to make payments on behalf of any Chargor under the terms of this Deed) or by law in each case on a full indemnity basis.

"Insurances": all of the contracts and policies of insurance or assurance (including, without limitation, life policies and the proceeds of them) from time to time taken out by or for the benefit of any Chargor or in which any Chargor from time to time has an interest, together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy including all Key-man Policies and the proceeds thereof.

"Intercreditor Agreement": the intercreditor agreement made amongst: (i) Novastone SF12 Bidco Limited (as Company), (ii) Westbrooke Alternative Asset Management UK Limited (as Arranger), (iii) Global Loan Agency Services Limited (as Agent), (iv) GLAS Trust Corporation Limited (as Security Trustee), (v) Westbrooke Private Capital S.à r.l., acting exclusively in the name and on behalf of its Compartments A, J, and W (each as Senior Lenders), (v) the parties listed at schedule 1 thereto as Original Debtors, (vi) the parties listed at schedule 2 thereto as Subordinated Creditors, and (vii) Seven Two Zero Property Limited (as security trustee)(as each term is defined therein) and dated on or around the date of this Deed.

"Liability Period": the period beginning on the date of this Deed and ending on the date on which the Security Trustee is satisfied, acting in good faith, that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

"LPA": the Law of Property Act 1925.

"Material Adverse Effect": in the reasonable opinion of the Security Trustee, a material adverse effect on:

- (a) the business, operations, performance, assets, condition (financial or otherwise) or prospects of any Obligor; or
- (b) the ability of any Obligor to perform its obligations under any of the Debt Documents; or
- (c) the validity or enforceability of, or the effectiveness or ranking of any Security granted, or purported to be granted, under any of the Debt Documents.

"Mortgaged Property": any freehold, commonhold or leasehold property the subject of the security constituted by this Deed and references to any **"Mortgaged Property"** shall include references to the whole or any part or parts of it.

"Planning Acts": all legislation from time to time regulating the development, use, safety and control of property including, without limitation, the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 and any other instrument, plan, regulation, permission or direction made or issued under any such legislation.

"Premises": all buildings and erections from time to time situated on or forming part of any Mortgaged Property.

"Receiver": means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"Related Rights": in relation to the Securities, all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities, whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise.

"Secured Liabilities": all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by an Obligor to the Secured Parties under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

"Secured Parties": means each of the Noteholders (as defined in the Deferred Consideration Loan Note Instrument).

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

"Securities": all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of any Chargor, together with all property and rights of any Chargor in respect of any account held by or for that Chargor as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere.

"SPA": means the agreement entered into on or around the date of this Deed between the Secured Parties and Bidco, for the sale and purchase of the entire issued share capital in Forza Doors Ltd to Bidco.

"Vendor Security Trust Deed" means the security trust deed entered into between (amongst others) the Security Trustee, the Secured Parties and the Obligors on or around the date of this Deed, to confirm the basis and terms on which the Security Trustee will hold the Security created by this Deed on trust for the Secured Parties.

Construction

1.2 Unless a contrary indication appears, any reference in this Deed to:

- 1.2.1 **Secured Party** any "Lender", any "Chargor", any "Party", any "Secured Party", the "Security Trustee" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Debt Documents and, in the case of the Security Trustee, any person for the time being appointed as Security Trustee or Security Trustees in accordance with the Debt Documents and this Deed;
- 1.2.2 a document in "**agreed form**" is a document which is previously agreed in writing by or on behalf of the Company and the Agent or, if not so agreed, is in the form specified by the Agent;
- 1.2.3 "**assets**" includes present and future properties, revenues and rights of every description;
- 1.2.4 "**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;
- 1.2.5 a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality);

- 1.2.6 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 of any regulatory, self-regulatory or other authority or organisation; and
- 1.2.7 a provision of law is a reference to that provision as amended or re-enacted from time to time; and
- 1.2.8 a time of day is a reference to London time.
- 1.3 Clause and Schedule headings are for ease of reference only.
- 1.4 Any reference in this Deed to a mortgage, charge or assignment of any asset shall be construed so as to include:
 - 1.4.1 the benefit of any covenants for title given or entered into by any predecessor in title of any Chargor in respect of that asset and all other rights, benefits, claims, contracts, warranties, remedies, security or indemnities in respect of that asset;
 - 1.4.2 the proceeds of sale of any part of that asset and any other moneys paid or payable in respect of or in connection with that asset; and
 - 1.4.3 in respect of any Mortgaged Property, all Premises and all fixtures and fittings (including trade fixtures and fittings and tenants’ fixtures and fittings) from time to time in or on that Mortgaged Property.
- 1.5 Each term in any Debt Document is, to the extent not set out in or otherwise incorporated into this Deed, deemed to be incorporated into this Deed insofar as is necessary to comply with section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 but, except where stated otherwise, if there is any conflict between that incorporated term and any other term of this Deed that other term shall prevail.
- 1.6 Any reference in this Deed to “**Debt Document**” or any other agreement or instrument is a reference to that Debt Document or other agreement or instrument as amended, novated, assigned, supplemented, extended or restated from time to time, whether or not as a result of any of the same:
 - 1.6.1 there is an increase or decrease in any facility made available under it or in the period for which it is available or in which it is repayable;
 - 1.6.2 any additional, further or substituted facility to or for such facility is provided;
 - 1.6.3 any rate of interest, commission or fees or relevant purpose is changed;
 - 1.6.4 the identity of the parties is changed;
 - 1.6.5 the identity of the providers of any Security is changed;
 - 1.6.6 there is an increased or additional liability on the part of any person; or
 - 1.6.7 a new agreement is effectively created or deemed to be created.
- 1.7 Any reference in this Deed to “**this Deed**” shall be deemed to be a reference to this Deed as a whole and not limited to the particular Clause, Schedule or provision in which the relevant reference appears and to this Deed as amended, novated, assigned, supplemented, extended or restated from time to time and any reference in this Deed to a “**Clause**” or a “**Schedule**” is, unless otherwise provided, a reference to a Clause or a Schedule of this Deed.

- 1.8 A Default (other than an Event of Default) is “**continuing**” if it has not been remedied or waived and an Event of Default is “**continuing**” if it has not been waived.
- 1.9 Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa.
- 1.10 Where any provision of this Deed is stated to include one or more things, that shall be by way of example or for the avoidance of doubt only and shall not limit the generality of that provision.
- 1.11 It is intended that this document shall take effect as and be a deed of each Chargor notwithstanding the fact that the Security Trustee may not execute this document as a deed.
- 1.12 Any change in the constitution of the Security Trustee or its absorption of or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way prejudice or affect its rights under this Deed.
- 1.13 It is intended that this Deed take effect as a deed notwithstanding that the Security Trustee may only execute this Deed under hand.

Intercreditor Agreement

- 1.14 This Deed is subject to the terms of the Intercreditor Agreement.

Third Party Rights

- 1.15 Unless otherwise expressly provided to the contrary the Debt Documents, nothing in this Deed is intended to confer on any person any right to enforce or enjoy the benefit of any provision of this Deed which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- 1.16 Notwithstanding any term of the Debt Documents, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- 1.17 Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to Clause 1.16 above and the provisions of the Contracts (Rights of Third Parties) Act 1999.

2. COVENANT TO PAY

Covenant to Pay

- 2.1 Each Chargor covenants with the Security Trustee (as trustee for the Secured Parties) that it will pay, perform and discharge the Secured Liabilities as and when the same fall due for payment, performance or discharge in accordance with the terms of the Debt Documents or, in the absence of any such express terms, on demand.

Interest

- 2.2 Each Chargor covenants with the Security Trustee (for the benefit of itself and the other Secured Parties) to pay interest on any amounts due under Clause 2.1 (*Covenant to Pay*) from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of any person) at such rate as may from time to time be fixed in terms of the Debt Documents on the basis that all such interest will be payable upon such days in each year as shall from time to time be fixed and will be compounded with rests on such days in each year in the event of it not being so paid but without prejudice to the right of the Secured Parties to require payment of such interest on demand at any time and provided that, in the case of any Expense, such interest shall

accrue and be payable as from the date on which the relevant Expense arose without the necessity for any demand being made for payment.

3. FIXED SECURITY

Charges

- 3.1 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of a first legal mortgage all of that Chargor's right, title and interest in and to the freehold, commonhold and leasehold property now vested in it.
- 3.2 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of first fixed charge all of that Chargor's right, title and interest in and to the following assets, both present and future:
- 3.2.1 all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under Clause 3.1 above);
 - 3.2.2 all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled;
 - 3.2.3 where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;
 - 3.2.4 any amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises;
 - 3.2.5 all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade);
 - 3.2.6 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances;
 - 3.2.7 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same;
 - 3.2.8 all moneys from time to time deposited in or standing to the credit of any bank account with the Security Trustee or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same));
 - 3.2.9 all Securities and their Related Rights;

- 3.2.10 all of its goodwill and uncalled capital;
- 3.2.11 all Intellectual Property;
- 3.2.12 all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them;
- 3.2.13 each of the Specified Contracts, together with:
 - (a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises;
 - (b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person;
 - (c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels); and
 - (d) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with any of the Secured Parties or any other person),

including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them.

Assignment

- 3.3 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, assigns to the Security Trustee (as trustee for the Secured Parties) absolutely by way of a first legal assignment all of that Chargor's right, title and interest in and to (subject to a proviso for reassignment on the expiry of the Liability Period (but not before)):

- 3.3.1 the Mortgaged Property; and

- 3.3.2 the Insurances.

4. FLOATING CHARGE

Creation of Floating Charge

- 4.1 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of a first floating charge all of that Chargor's undertaking and all its other property, assets and rights whatsoever, all the stock in trade of that Chargor and the property, assets and rights not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to Clause 2.2 (*Fixed Security*).

Qualifying Floating Charge

- 4.2 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause 4.1 (*Creation of Floating Charge*).

Conversion by Notice

- 4.3 Subject to Clause 4.5 (*Moratorium*), the Security Trustee may by notice in writing at any time to any Chargor convert the floating charge created by that Chargor pursuant to Clause 4.1 (*Creation of Floating Charge*) with immediate effect into a fixed charge (either generally or specifically as regards any assets of that Chargor specified in the notice) if:

- 4.3.1 an Event of Default is continuing; or
- 4.3.2 the Security Trustee 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 that it is desirable to do so in order to protect or preserve the security constituted by this Deed over any of the Charged Property and/or the priority of that security.

Automatic Conversion

- 4.4 Subject to Clause 4.5 (*Moratorium*), notwithstanding Clause 4.3 (*Conversion by Notice*) and without prejudice to any law which may have a similar effect, each floating charge created by Clause 4.1 (*Creation of Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to that floating charge if:

- 4.4.1 any Chargor creates or attempts to create any Security over any of the Charged Property (except as expressly permitted under the Intercreditor Agreement);
- 4.4.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or
- 4.4.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of any Chargor or an administrator is appointed in respect of any Chargor.

Moratorium

- 4.5 Unless Article A52(4) of the Insolvency Act 1986 allows, the floating charge created by this Deed may not be converted into a fixed charge solely by reason of:

- 4.5.1 the obtaining of a moratorium; or
- 4.5.2 anything done with a view to obtaining a moratorium (including any preliminary decision or investigation),

under Part A1 of the Insolvency Act 1986.

5. PERFECTION OF SECURITY

Registration at HM Land Registry

- 5.1 For the purposes of panel 8 of each Form RX1 that may be required to be completed by the Security Trustee in relation to any Mortgaged Property registered or required to be registered at HM Land Registry, each Chargor hereby consents to an application being made by the Security Trustee to the Chief Land Registrar to enter the following restriction in Form P against that Chargor's title to such Mortgaged 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 [insert full name of the Security Trustee] referred to in the charges register".

- 5.2 If the title to any Mortgaged Property of any Chargor is not registered at HM Land Registry, that Chargor shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of that Mortgaged Property without the prior consent in writing of the Security Trustee.
- 5.3 Whether or not the title to any of the Mortgaged Property is registered at HM Land Registry, in the event that any caution against first registration or any notice (whether agreed or unilateral) is registered against any Chargor's title to any Mortgaged Property, that Chargor forthwith provide the Security Trustee with full particulars of the circumstances relating to such registration or notice and, if such caution or notice shall have been registered in order to protect a purported interest the creation of which is not permitted under this Deed, that Chargor shall forthwith and at its own expense take such steps as the Security Trustee may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

Acquisition of New Land

- 5.4 In relation to any freehold, commonhold or leasehold property which is acquired by or on behalf of any Chargor after the date of this Deed:
- 5.4.1 if the title to any such property is registered at HM Land Registry, that Chargor shall immediately apply to be registered as the proprietor of the registered estate acquired (or procure that such application is made on its behalf) and (for the purposes of panel 11 of Form AN1) hereby consents to an application being made by the Security Trustee to the Chief Land Registrar for the registration of an agreed notice in Form AN1 to protect this Deed against that Chargor's title to that property;
- 5.4.2 if the title to any such property is required to be registered at HM Land Registry under the provisions of the Land Registration Act 2002, that Chargor shall immediately apply for first registration of the estate acquired in Form FR1 (or procure that such application is made on its behalf) and shall disclose or procure that the existence of this Deed is disclosed to HM Land Registry either in the Form DL accompanying such application or in panel 12 of Form FR1; and
- 5.4.3 if the title to any such property represents the transfer of either part of a commonhold unit or part of the common parts of land registered as a freehold estate in commonhold land under the Commonhold and Leasehold Reform Act 2002, that Chargor shall also procure that the application to register the transfer is accompanied by an application in Form CM3 to register the commonhold community statement that has been amended in relation to the transfer as required by Rule 15 or, as the case may be, Rule 16 of the Commonhold (Land Registration) Rules 2004,

and, in each such case, the relevant Chargor shall, forthwith after registration of it as the proprietor of the relevant registered estate, provide the Security Trustee with an official copy of the register recording the same.

Notices of Charge and Assignment

- 5.5 Each Chargor shall, on the date of this Deed, give or join the Security Trustee in giving:
- 5.5.1 a notice in the form set out in part 1 of Schedule 1 (*Form of Notice of Charge – Insurances*) or in such other form as the Security Trustee may reasonably require to the relevant insurers in respect of each of its Insurances, other than its Key-man Policies;
 - 5.5.2 a notice in the form set out in part 1 of Schedule 2 (*Form of Notice of Charge – Key-man Policies*) or in such other form as the Security Trustee may reasonably require to the relevant insurers in respect of each of its Key-man Policies;
 - 5.5.3 in respect of any other asset which is charged or assigned pursuant to Clause 2.2 (*Fixed Security*), a notice of charge or, as applicable, assignment in such form as the Security Trustee may reasonably require to the relevant obligor, debtor or other third party (as the case may be).

Each such notice shall be duly signed by or on behalf of the relevant Chargor and that Chargor shall use its reasonable endeavours to procure that each of the persons on whom any such notice is served promptly provides to the Security Trustee a duly signed acknowledgement of that notice in the form set out in part 2 of Schedule 1, part 2 of Schedule 2 or part 2 of Schedule 3 as applicable, or in such other form in any case as the Security Trustee may reasonably require.

Acknowledgement of Notice

- 5.6 The execution of this Deed by the Chargors and the Security Trustee shall constitute notice to the Security Trustee of the charge created by this Deed over any account opened or maintained by any Chargor with the Security Trustee.

Deposit of Documents of Title

- 5.7 Each Chargor shall promptly deposit with the Security Trustee (unless already held by its solicitors on behalf of and to the Security Trustee's order or at HM Land Registry for the purpose of registration of the security constituted by this Deed) all deeds, certificates and other documents of title from time to time relating to the Mortgaged Property.
- 5.8 Each Chargor shall promptly deposit with the Security Trustee all policy documents, documents of title and endorsements from time to time relating to the Insurances.

Deposit of Securities

- 5.9 Each Chargor shall, in respect of any Securities which are in certificated form, promptly (and, in the case of any Securities which are acquired by a Chargor on or after the date of this Deed, the transfer of which is subject to stamping by HM Revenue and Customs, within 1 Business Day of receipt by that Chargor of a duly stamped stock transfer form):
- 5.9.1 deposit with the Security Trustee or as it may direct all stock and share certificates and other documents of title or evidence of ownership from time to time relating to such Securities; and
 - 5.9.2 execute and deliver to the Security Trustee all share transfers and other documents as the Security Trustee may from time to time request in order to enable the Security Trustee (or its nominee(s)) to be registered as the owner or otherwise obtain a legal title to or to perfect its security interest in such Securities, to the intent that the Security Trustee may at any time without notice complete and present such transfers and documents for registration.

- 5.10 Each Chargor shall, in respect of any Securities which are in uncertificated form, promptly upon being requested to do so by the Security Trustee, give or procure the giving of, in accordance with and subject to the facilities and requirements of the relevant system, all instructions necessary to effect a transfer of title to such Securities into an account in the name of the Security Trustee (or its nominee(s)) and to cause the Operator to register on the relevant register of securities the transfer of such title.
- 5.11 For the purposes of Clauses 5.9 and 5.10 above, the expressions “certificated”, “instruction”, “Operator”, “relevant system” and “uncertificated” shall have the meanings given to those terms in the Uncertificated Securities Regulations 2001.

6. FURTHER ASSURANCE

Further Assurance

- 6.1 Each Chargor shall promptly do all such Acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee or any Receiver may reasonably specify (and in such form as the Security Trustee or any Receiver may reasonably require in favour of the Security Trustee or its nominee(s)) to:
- 6.1.1 perfect the Security created or intended to be created in respect of the Charged Property (which may include the execution by that Chargor of a mortgage, charge, assignment or other Security over all or any of the assets forming part of, or which are intended to form part of, the Charged Property);
 - 6.1.2 confer on the Security Trustee Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the security intended to be conferred by or pursuant to this Deed;
 - 6.1.3 facilitate the exercise of any rights, powers and remedies of the Security Trustee or any Receiver or Delegate provided by or pursuant to this Deed or by law;
 - 6.1.4 following the occurrence of an Event of Default that is continuing, facilitate the realisation of the assets which form part of, or are intended to form part of, the Charged Property; and/or
 - 6.1.5 create any charge by way of legal mortgage over any freehold, commonhold or leasehold property which becomes vested in that Chargor after the date of this Deed; and/or
 - 6.1.6 create any legal assignment over any property or assets referred to in Clause 3.3 (*Assignment*) above.

Necessary Action

- 6.2 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 Trustee by or pursuant to this Deed.

Acquisition of New Land

- 6.3 Each Chargor shall forthwith notify the Security Trustee of any acquisition by it of any freehold, commonhold or leasehold property or of any agreement entered into by it or of which it has the benefit for the acquisition of any such property.

Implied Covenants for Title

- 6.4 Each of the mortgages, charges and assignments granted by each Chargor under this Deed are granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

7. UNDERTAKINGS

General

- 7.1 The undertakings in this Clause 7 remain in force from the date of this Deed for so long as any amount is outstanding under this Deed.

Negative Pledge

- 7.2 In Clause 7.3 below, “Quasi-Security” means an arrangement or transaction described in Clause 7.3.2 below.

- 7.3 Except as permitted under the Intercreditor Agreement, or otherwise with the express written consent of the Security Trustee:

7.3.1 no Chargor shall create or permit to subsist any Security over any of its assets;

7.3.2 no Chargor shall:

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group;
 - (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
 - (d) enter into any other preferential arrangement having a similar effect,
- in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

Restriction on Disposals

- 7.4 Except as permitted under the Intercreditor Agreement, no Chargor shall enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset.

Access

- 7.5 Each Chargor shall permit the Security Trustee and any other person nominated by it free access at all reasonable times and on reasonable notice (not more than once in every Financial Year unless the Security Trustee reasonably suspects a Default is continuing or may occur) to enter upon and/or view the state and condition of the Charged Property (without, in any case, becoming liable to account as mortgagee in possession).

Insurance

- 7.6 Each Chargor shall insure and keep insured (or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, either procure that the

landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured) the Charged Property (insofar as it is of an insurable nature) against:

- 7.6.1 loss or damage by fire or terrorist acts;
- 7.6.2 other risks, perils and contingencies and in such amounts and on such terms as would be taken out by reasonably prudent persons carrying on the same class of business as that carried on by it; and
- 7.6.3 any other risks, perils and contingencies and in such amounts and on such terms as the Security Trustee may reasonably require.

All such insurances must be with an insurance company or underwriters and on such terms as are reasonably acceptable to the Security Trustee and must be in a sum or sums not less than the replacement value of the Charged Property (meaning, in the case of the Premises, the total cost of entirely rebuilding, reinstating or replacing the Premises in the event of their being completely destroyed, together with architects', surveyors', engineers' and other professional fees and charges for demolition and reinstatement).

- 7.7 Each Chargor shall, if requested by the Security Trustee, procure that the Security Trustee is named as co-insured with that Chargor on each policy of insurance effected or maintained by it or any person on its behalf in accordance with Clause 7.6 above or that a note of the Security Trustee's interest is endorsed upon, and the Security Trustee is named as sole loss payee in respect of, each such policy, as the Security Trustee may require and that the terms of each such policy require the insurer not to invalidate the policy as against the Security Trustee by reason of the act or default of any other joint or named insured and not to cancel it without giving at least 30 days' prior written notice to the Security Trustee.
- 7.8 Each Chargor shall promptly pay all premiums and other moneys payable under or in respect of each policy of insurance as is required by Clause 7.6 above and do all other things necessary to keep each such policy in full force and effect and shall, promptly upon request, produce to the Security Trustee receipts showing the payment of such moneys within 7 days of their becoming due and payable (or where, in the case of leasehold property, insurance is effected by the landlord, such evidence of the payment of premiums as that Chargor is entitled to obtain from the landlord under the terms of the relevant lease).
- 7.9 Each Chargor shall, on written demand by the Security Trustee, produce to the Security Trustee the policy, certificate or cover note relating to any such insurance as is required by Clause 7.6 above (or where, in the case of any leasehold property, such insurance is effected by the landlord, such evidence of insurance as that Chargor is entitled to obtain from the landlord under the terms of the relevant lease). Where, in the case of leasehold property, such insurance is effected by the landlord or the terms of the relevant lease require the landlord to effect insurance, each Chargor shall use all reasonable endeavours to enforce the covenants by its landlord relating to insurance contained in that lease (including any reinstatement covenants).
- 7.10 No Chargor shall do or cause or permit to be done or, as the case may be, not done, or shall fail to disclose, any matter or thing which may make any such insurance as is required by Clause 7.6 above void or voidable.

Remedying Insurance Defaults

- 7.11 If default shall be made by any Chargor in complying with Clause 7.8 above, the Security Trustee may (but shall not be obliged to) effect or renew any such insurance as is required by that Clause on such terms, in such name(s) and in such amount(s) as the Security Trustee reasonably considers

appropriate. All moneys expended by the Security Trustee in so doing shall be reimbursed by the relevant Chargor to the Security Trustee on demand and until so reimbursed shall carry interest at the rate specified in Clause 2.2 (*Interest*) from the date of payment by the Security Trustee until reimbursed (after as well as before any judgment).

Proceeds of Insurance

- 7.12 All moneys received or receivable by each Chargor under any Insurances in respect of the Premises or any other Charged Property of an insurable nature shall be held on trust for the Security Trustee (as trustee for the Secured Parties) and applied (subject to the rights and claims of any person having prior rights thereto) in accordance with the terms of the Intercreditor Agreement.

Authorisations

- 7.13 Each Chargor shall promptly:

7.13.1 obtain, comply with and do all that is necessary to maintain in full force and effect; and

7.13.2 supply certified copies to the Security Trustee of,

any Authorisation required under any law or regulation of a Relevant Jurisdiction to:

- (a) enable it to perform its obligations under the Debt Documents;
- (b) ensure the legality, validity, enforceability or admissibility in evidence of any Debt Documents; and
- (c) carry on its business where failure to do so has or is reasonably likely to have a Material Adverse Effect.

Proceeds of Insurance

- 7.14 All moneys received or receivable by each Chargor under any Insurances in respect of the Premises or any other Charged Property of an insurable nature shall be held on trust for the Security Trustee (as trustee for the Secured Parties) and applied (subject to the rights and claims of any person having prior rights thereto) in accordance with the terms of the Intercreditor Agreement.

Compliance with Laws and Regulations

- 7.15 Each Chargor shall comply in all respects with all laws to which it may be subject, if failure so to comply has or is reasonably likely to have a Material Adverse Effect.

Environmental Compliance

- 7.16 Each Chargor shall:

7.16.1 comply with all Environmental Law;

7.16.2 obtain, maintain and ensure compliance with all requisite Environmental Permits;

7.16.3 implement procedures to monitor compliance with and to prevent liability under any Environmental Law,

where failure to do so has or is reasonably likely to have a Material Adverse Effect.

Environmental Permits

- 7.17 Each Chargor shall (through the Company), promptly upon becoming aware of the same, inform the Agent in writing of:

- 7.17.1 any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Permit; and
- 7.17.2 any facts or circumstances which are reasonably likely to result in any modification, suspension or revocation of any Environmental Permit or in any Environmental Permit not being extended, reviewed, granted or (where necessary) transferred,

where the modification, suspension or revocation, if implemented, or, as the case may be, the failure to extend, review, grant or transfer might reasonably be expected to have a Material Adverse Effect.

Environmental Claims

- 7.18 Each Chargor shall (through the Company), promptly upon becoming aware of the same, inform the Agent in writing of:

- 7.18.1 any Environmental Claim against any member of the Group which is current, pending or threatened; and
- 7.18.2 any facts or circumstances which are reasonably likely to result in any Environmental Claim being commenced or threatened against any member of the Group,

where the claim, if determined against that member of the Group, has or is reasonably likely to have a Material Adverse Effect.

Voting Rights and Dividends relating to Securities

- 7.19 At any time prior to an event of Default which is continuing:

- 7.19.1 each Chargor shall be entitled to exercise all voting and other rights and powers in respect of the Securities or, if any of the same are exercisable by the Security Trustee (or its nominee(s)), to direct in writing the exercise of those voting and other rights and powers, **provided that** no Chargor shall exercise or direct the exercise of any voting or other rights and powers in any manner which would breach the provisions of the Debt Documents or would, in the opinion of the Security Trustee, prejudice the value of the Securities or otherwise jeopardise the security constituted by this Deed; and
- 7.19.2 each Chargor shall be entitled to retain and apply for its own use all dividends, interest and other moneys paid or payable in respect of the Securities and, if any of the same are paid or payable to the Security Trustee (or its nominee(s)), the Security Trustee will hold all such dividends, interest and other moneys received by it for the account of that Chargor and will pay such dividends to that Chargor promptly on request.

- 7.20 At any time after an Event of Default occurs which is continuing, the Security Trustee may at its discretion (in the name of any Chargor or otherwise and without any further consent or authority from any Chargor):

- 7.20.1 exercise (or refrain from exercising) all voting and other rights and powers in respect of the Securities;
- 7.20.2 apply all dividends, interest and other moneys arising from the Securities in accordance with Clause 15.1 (*Order of Application*) and, if any of the same are paid or payable to any Chargor, that Chargor shall hold all such dividends, interest and other moneys on trust for the Security Trustee (as trustee for the Secured Parties) and pay the same immediately to the Security Trustee or as it may direct to be applied in accordance with Clause 15.1;

- 7.20.3 if not already so transferred, transfer the Securities into the name of, or (as applicable) into an account in the name of, the Security Trustee (or its nominee(s)); and
- 7.20.4 in addition to any other power created under this Deed, exercise (or refrain from exercising) all the powers and rights conferred on or exercisable by the legal or beneficial owner of the Securities and, except as expressly provided for in the Deed, all the powers and discretions conferred on trustees by the Trustee Act 1925 and the Trustee Act 2000, including, without limitation, the general power of investment set out in section 3 of the Trustee Act 2000, *provided that* the duty of care set out in section 1 (1) of the Trustee Act 2000 shall not apply to the exercise of any other power of investment (however conferred) by the Security Trustee (or its nominee(s)) in respect of securities or property subject to a trust.

7.21 the Security Trustee shall not be entitled to exercise any voting rights or any other rights or powers under Clause 7.18.1 above if, and to the extent that, from time to time:

- 7.21.1 a notifiable acquisition would, as a consequence, take place under section 6 of the National Security and Investment Act 2021 (the “Act”) and any regulations made under the Act; and:
- 7.21.2 either:
 - (a) the Secretary of State has not approved that notifiable acquisition in accordance with the Act; or
 - (b) the Secretary of State has so approved that notifiable acquisition but there would, as a consequence, be a breach of the provisions of a final order made in relation to that notifiable acquisition under the Act.

Calls and Other Obligations in respect of Securities

- 7.22 Each Chargor shall promptly pay all calls and other payments which may be or become due in respect of all or any part of the Securities and, if it fails to do so, the Security Trustee may elect (but shall not be obliged) to make such payments on behalf of that Chargor. Any sums so paid by the Security Trustee shall be reimbursed by the relevant Chargor to the Security Trustee on demand and shall carry interest at the rate specified in Clause 2.2 (*Interest*) from the date of payment by the Security Trustee until reimbursed (after as well as before any judgment).
- 7.23 Each Chargor shall remain liable to observe and perform all of the other conditions and obligations assumed by it in respect of any of all or any part of the Securities.
- 7.24 Neither the Security Trustee nor its nominee(s) shall be liable to make any payment in respect of any calls or other payments which may be or become due in respect of the Securities or be under any duty to make any enquiry into the nature or sufficiency of any payment received by it in respect of the Securities or to present or file or make any claim, take any action or do any other act or thing for the purpose of collecting and/or enforcing the payment of any amount to which it may be entitled in respect of the Securities.
- 7.25 Each Chargor shall copy to the Security Trustee and comply with all requests for information which is within its knowledge and which are made under section 793 of the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional documents relating to all or any part of the Securities and, if it fails to do so, the Security Trustee may elect (but shall not be obliged) to provide such information as it may have on behalf of (and at the expense of) that Chargor.

- 7.26 No Chargor shall, without the prior written consent of the Security Trustee, do or cause or permit to be done anything which shall require any company in which any of the Securities is held to treat any person who is not the registered holder of any of the Securities as entitled to enjoy or exercise any rights of a member in relation to the whole or any part of the Securities, except pursuant to the terms of this Deed.

Book Debts and Other Debts

- 7.27 No Chargor shall at any time deal with its book debts and other debts and monetary claims except by getting in and realising them in the ordinary and usual course of its business and paying all Debt Proceeds into the current account of that Chargor with the Security Trustee or into such other account as the Security Trustee may from time to time direct. Each Chargor shall, pending such payment in, hold all such Debt Proceeds upon trust for the Security Trustee (as trustee for the Secured Parties).
- 7.28 Each Chargor agrees with the Security Trustee that any moneys received by the Security Trustee under Clause 7.27 above which derive from rental income of that Chargor shall be received by the Security Trustee in its capacity as chargee pursuant to Clause 3.2.7 (*Book debts*) and not in its capacity as mortgagee of any Mortgaged Property
- 7.29 Each Chargor and the Security Trustee agree that, if any credit balance arises on any account of that Chargor with the Security Trustee as a result of Debt Proceeds being credited or transferred to such account, the Security Trustee shall have an absolute discretion whether to permit or to refuse to permit such credit balance to be received, utilised, transferred or withdrawn by that Chargor and the Security Trustee may in its sole discretion at any time transfer all or any part of such credit balance to a separate account of that Chargor with the Security Trustee.

Bank Accounts

- 7.30 Each Chargor shall promptly deliver to the Security Trustee, on the date of this Deed and, if any change occurs thereafter, on the date of such change, details of each account maintained by it with any bank or financial institution (other than the Security Trustee).
- 7.31 Each Chargor undertakes that it shall not, without the Security Trustee's prior written consent:
- 7.31.1 permit or agree to any variation of the rights attaching to any account referred to in Clause 7.30 above; or
 - 7.31.2 close any such account.
- 7.32 Subject to Clause 7.29 above, each Chargor agrees with the Security Trustee that it shall not be entitled to receive, utilise, transfer or withdraw any credit balance from time to time on any account (whether that account is with the Security Trustee or any other bank or financial institution) except with the prior written consent of the Security Trustee or as permitted under the Senior Facilities Agreement.
- 7.33 At any time after an Event of Default occurs which is continuing, no Chargor shall be entitled to receive, utilise, transfer or withdraw any credit balance from time to time on any account except with the prior written consent of the Security Trustee.

Premises, Plant and Machinery

- 7.34 Each Chargor shall at all times, to the Security Trustee's satisfaction, repair and keep:
- 7.34.1 the Premises in good and substantial repair and condition and adequately and properly painted and decorated; and

- 7.34.2 the fixtures, plant, machinery, implements and other effects and chattels owned by it and which are in or upon the Premises or elsewhere in a good state of repair and in good working order and condition and shall, as and when necessary, renew and replace such items when they shall become obsolete, worn out or destroyed with items of similar quality and of equal or greater value.
- 7.35 If default shall be made by any Chargor in complying with Clause 7.34 above, the Security Trustee may (but shall not be obliged to) carry out any necessary repairs and the relevant Chargor shall permit the Security Trustee and its agents and contractors to take any of the steps referred to in Clause 7.42 below for this purpose. All moneys expended by the Security Trustee in taking any such steps shall be reimbursed by the relevant Chargor to the Security Trustee on demand and until so reimbursed shall carry interest at the rate specified in Clause 2.2 (*Interest*) from the date of payment by the Security Trustee until reimbursed (after as well as before any judgment).
- 7.36 No Chargor shall, without the prior written consent of the Security Trustee, carry out or permit to be carried out any material demolition, rebuilding, reconstruction or structural alteration of any Premises.
- Mortgaged Property***
- 7.37 No Chargor shall, except as expressly permitted under the Intercreditor Agreement or with the prior written consent of the Security Trustee:
- 7.37.1 exercise any statutory or other power of leasing or letting, or accept or agree to accept surrenders of any leases, or enter into any agreement for lease or letting, in respect of any Mortgaged Property; or
- 7.37.2 create any licence in respect of any Mortgaged Property, or let any person into occupation of, or share occupation of, any Mortgaged Property or grant any other proprietary or other right or interest in any Mortgaged Property.
- 7.38 Each Chargor shall:
- 7.38.1 observe and perform all the terms on its part contained in any lease or agreement for lease comprised within the Mortgaged Property; and
- 7.38.2 duly and punctually perform and observe and indemnify the Security Trustee for any breach of any covenants, stipulations and obligations (restrictive or otherwise) affecting the Mortgaged Property.
- 7.39 No Chargor shall:
- 7.39.1 enter into any onerous or restrictive covenants affecting the Mortgaged Property; or
- 7.39.2 sever or unfix or remove any of the fixtures from any Mortgaged Property (except for the purpose of effecting necessary repairs to any such items or renewing or replacing the same in accordance with Clause 7.34 above).
- 7.40 Each Chargor shall punctually pay or cause to be paid (except when contested on reasonable grounds) and shall indemnify the Security Trustee and any Receiver or Delegate on demand against all present and future rents, rates, Taxes, assessments and outgoings of whatsoever nature imposed upon or payable in respect of its Mortgaged Property or by the owner or occupier of its Mortgaged Property upon the same becoming due and payable or within any applicable grace period. If any of the foregoing shall be paid by the Security Trustee or any Receiver or Delegate they shall be reimbursed by the relevant Chargor to the Security Trustee or such Receiver or Delegate on demand and shall carry interest at the rate specified in Clause 2.2 (*Interest*) from the

date of payment by the Security Trustee or such Receiver or Delegate until reimbursed (after as well as before any judgment).

7.41 No Chargor shall, without the prior written consent of the Security Trustee:

7.41.1 make or, insofar as it is able, permit others to make any application for planning permission in respect of any Mortgaged Property;

7.41.2 carry out or permit to be carried out on any Mortgaged Property any development (within the meaning of that expression in the Planning Acts); or

7.41.3 make any VAT election in relation to any Mortgaged Property.

Remedying Mortgaged Property Defaults

7.42 In case of any default which is outstanding by any Chargor in performing or complying with any covenant, undertaking, restriction, applicable law or regulations affecting the Mortgaged Property, the relevant Chargor shall permit the Security Trustee and its agents and contractors to:

7.42.1 enter on the Mortgaged Property;

7.42.2 comply with or object to any notice served on that Chargor in respect of the Mortgaged Property; and

7.42.3 take any action as the Security Trustee may reasonably consider necessary to prevent or remedy any breach of any such covenant, undertaking, restriction, applicable law or regulations or to comply with or object to any such notice.

7.43 All moneys expended by the Security Trustee in taking any steps referred to in Clause 7.42 above shall be reimbursed by the relevant Chargor to the Security Trustee on demand and until so reimbursed shall carry interest at the rate specified in Clause 2.2 (*Interest*) from the date of payment by the Security Trustee until reimbursed (after as well as before any judgment).

Information

7.44 Each Chargor shall promptly supply to the Security Trustee such information as the Security Trustee may reasonably require about the Charged Property and its compliance with the terms of this Deed and such further information regarding its financial condition, assets and operations as the Security Trustee may reasonably request.

7.45 Each Chargor shall promptly notify the Security Trustee in writing of any action, claim or demand made by or against it in connection with all or any part of the Charged Property or of any fact, matter or circumstance which may with the passage of time give rise to such an action, claim or demand, together with that Chargor's proposals for settling, liquidating, compounding or contesting the same and shall, subject to the Security Trustee's approval of such proposals, implement them at its own expense.

Notices relating to Charged Property

7.46 Each Chargor shall, within 14 days after the receipt by it of any application, requirement, order or notice served or given by any public or local or any other authority with respect to the whole or any part of the Charged Property:

7.46.1 deliver a copy to the Security Trustee;

7.46.2 inform the Security Trustee of the steps taken or proposed to be taken by it to comply with the relevant application, requirement, order or notice; and

- 7.46.3 comply with any reasonable request by the Security Trustee to take such action as the Security Trustee may believe necessary to preserve or protect the Charged Property or the security constituted or intended to be constituted by this Deed.

Not Jeopardise Security

- 7.47 No Chargor shall do or cause or permit to be done anything which might in any way depreciate, jeopardise or otherwise prejudice the value to the Security Trustee of the security constituted or intended to be constituted by this Deed, except to the extent expressly permitted by the terms of this Deed.

8. ENFORCEMENT OF SECURITY

When security becomes enforceable

- 8.1 The security constituted by this Deed shall become immediately enforceable and the power of sale and other powers conferred by section 101 of the LPA, as varied or extended by this Deed, shall be immediately exercisable upon and at any time after the occurrence of an Event of Default which is continuing.
- 8.2 Following the occurrence of an Event of Default which is continuing, the Security Trustee may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Charged Property.

Right of Appropriation

- 8.3 To the extent that any of the Charged Property constitutes “financial collateral” and this Deed and the obligations of any Chargor under this Deed 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 (the “FCA Regulations”)), the Security Trustee shall have the right, at any time following the occurrence of an Event of Default which is continuing, to appropriate all or any part of such financial collateral in or towards discharge of the Secured Liabilities. For this purpose, the parties agree that the value of such financial collateral shall be (in the case of cash) the amount standing to the credit of each bank account of the relevant Chargor, together with any accrued but unpaid interest, at the time the right of appropriation is exercised and (in the case of Securities) the market price of such Securities determined by the Security Trustee by reference to a public index or by such other process as the Security Trustee may select, including independent valuation. In each case, the parties agree that the manner of valuation provided for in this Clause 8.3 shall constitute a commercially reasonable manner of valuation for the purposes of the FCA Regulations.

Redemption of Prior Mortgages

- 8.4 Following the occurrence of an Event of Default which is continuing, the Security Trustee or any Receiver may:
- 8.4.1 redeem any prior Security over any Charged Property; or
 - 8.4.2 procure the transfer of that Security to the Security Trustee; or
 - 8.4.3 settle and pass the accounts of the person or persons entitled to such Security (and any accounts so settled and passed shall be conclusive and binding on any Chargor).

- 8.5 All principal moneys, interest, costs, charges and expenses of and incidental to any such redemption or transfer shall be paid by the relevant Chargor to the Security Trustee and every Receiver on demand and shall be secured by this Deed.

9. EXTENSION AND VARIATION OF THE LPA

General

- 9.1 For the purposes of all powers implied by the LPA, such powers shall arise (and the Secured Liabilities shall be deemed to have become due and payable for that purpose) on the date of this Deed.
- 9.2 Section 103 of the LPA (restricting the power of sale) and section 93 of the LPA (restricting the right of consolidation) shall not apply to the security constituted by this Deed.
- 9.3 The statutory powers of leasing conferred on the Security Trustee are extended so as to authorise the Security Trustee and any Receiver at any time following the occurrence of an Event of Default which is continuing to make any lease or agreement for lease, accept surrenders of leases and/or grant options on such terms as it or he shall think fit, without the need to comply with any restrictions imposed by sections 99 and 100 of the LPA.

Privileges

- 9.4 Each Receiver and the Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers.

10. APPOINTMENT OF RECEIVER AND ADMINISTRATOR

Appointment

- 10.1 Subject to Clause 10.2 (*Moratorium*), following the occurrence of an Event of Default which is continuing or if an application is presented for the making of an administration order in relation to any Chargor or any person who is entitled to do so gives written notice of its intention to appoint an administrator of any Chargor or files such a notice with the court or if any Chargor so requests the Security Trustee in writing (in which case, in each such case, the security constituted by this Deed shall become immediately enforceable), the Security Trustee may without prior notice to any Chargor:

- 10.1.1 appoint free from the restrictions imposed by section 109(1) of the LPA either under seal or in writing under its hand any one or more persons to be a Receiver of the whole or any part or parts of the Charged Property in like manner in every respect as if the Security Trustee had become entitled under the LPA to exercise the power of sale conferred under the LPA; or
- 10.1.2 appoint one or more persons to be an administrator of any one or more of the Chargors.

Moratorium

- 10.2 Unless Article A52(4) of the Insolvency Act 1986 allows, the Security Trustee is not entitled to appoint a Receiver solely by reason of:
- 10.2.1 the obtaining of a moratorium; or
- 10.2.2 anything done with a view to obtaining a moratorium (including any preliminary decision or investigation),
- under Part A1 of the Insolvency Act 1986.

Removal

10.3 The Security Trustee may by writing under its hand (or by an application to the court where required by law):

10.3.1 remove any Receiver appointed by it; and

10.3.2 may, whenever it deems it expedient, appoint any one or more persons to be a new Receiver in the place of or in addition to any Receiver.

Statutory Powers of Appointment

10.4 The powers of appointment of a Receiver conferred by this Deed shall be in addition to all statutory and other powers of appointment of the Security Trustee under the LPA (as extended by this Deed) or otherwise and such powers shall be and remain exercisable from time to time by the Security Trustee in respect of any part or parts of the Charged Property.

Capacity of Receiver

10.5 Each Receiver shall be deemed to be the agent of the relevant Chargor for all purposes. Each Chargor alone shall be responsible for a Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him.

10.6 The agency of each Receiver shall continue until the relevant Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Security Trustee.

10.7 If there is more than one Receiver holding office at the same time, each Receiver shall (unless the document appointing him states otherwise) be entitled to act (and to exercise all of the powers conferred on a Receiver under this Deed) individually or together with any other person appointed or substituted as Receiver.

Remuneration of Receiver

10.8 The Security Trustee may fix the remuneration of any Receiver appointed by it without any restriction imposed by section 109(6) of the LPA and the remuneration of the Receiver shall be a debt secured by this Deed, which shall be due and payable immediately upon its being paid by the Security Trustee.

11. POWERS OF RECEIVER

General

11.1 Each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out below in this Clause 11 in addition to those conferred by law.

11.2 Without prejudice to the generality of this Clause 11, each Receiver shall have all the rights, powers and discretions of an administrative receiver under Schedule 1 to the Insolvency Act 1986 whether he falls within the statutory definition of an administrative receiver or not.

Specific Powers

11.3 Each Receiver shall have the following powers (and every reference in this Clause 11.3 to the "Charged Property" shall be read as a reference to that part or parts of the Charged Property in respect of which that Receiver was appointed):

11.3.1 power to purchase or acquire land and purchase, acquire or grant any interest in or right over land as he thinks fit;

11.3.2 power to take immediate possession of, get in and collect any Charged Property;

- 11.3.3 power to carry on the business of any Chargor as he thinks fit;
- 11.3.4 power (but without any obligation to do so) to:
- (a) make and effect all repairs, alterations, additions and insurances and do all other acts which any Chargor might do in the ordinary conduct of its business as well for the protection as for the improvement of the Charged Property;
 - (b) commence or complete any building operations on the Charged Property;
 - (c) apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence; and
 - (d) negotiate for compensation with any authority which may intend to acquire or be in the process of acquiring all or any part of the Charged Property and make objections to any order for the acquisition of all or any part of the Charged Property and represent any Chargor at any enquiry to be held to consider such objections or otherwise relating to any such acquisition,
- in each case as he thinks fit;
- 11.3.5 power to appoint and discharge managers, officers, agents, advisers, accountants, servants, workmen, contractors, surveyors, architects, lawyers and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit and power to discharge any such persons appointed by any Chargor (and the costs incurred by any Receiver in carrying out such acts or doing such things shall be reimbursed to that Receiver by the relevant Chargor on demand and until so reimbursed shall carry interest at the rate specified in Clause 2.2 (*Interest*) from the date of payment by the Receiver until reimbursed (after as well as before any judgment));
- 11.3.6 power to raise and borrow money either unsecured or (with the prior consent of the Security Trustee) on the security of any Charged Property either in priority to the security constituted by this Deed or otherwise and generally on any terms and for whatever purpose he thinks fit;
- 11.3.7 power to sell, exchange, convert into money and realise any Charged Property by public auction or private contract and generally in any manner and on any terms as he thinks fit;
- 11.3.8 power to sever and sell separately any fixtures from the property containing them without the consent of any Chargor;
- 11.3.9 power to let any Charged Property for any term and at any rent (with or without a premium) as he thinks fit and power to accept a surrender of any lease or tenancy of any Charged Property on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender);
- 11.3.10 power to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Charged Property;
- 11.3.11 power to bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any Charged Property or in relation to any Chargor which may seem to him to be expedient;

- 11.3.12 power to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising any Charged Property;
- 11.3.13 power to form a subsidiary of any Chargor and transfer to that subsidiary any Charged Property;
- 11.3.14 power to do all such acts as may seem to him to be necessary or desirable in order to initiate or continue any development of any Charged Property and for these purposes to appoint and to enter into such contracts with such building and engineering contractors or other contractors and professional advisers as he may think fit;
- 11.3.15 power to call any meeting of the members or directors of any Chargor in order to consider such resolutions or other business as he thinks fit;
- 11.3.16 power to exercise in relation to any Charged Property all the powers and rights which he would be capable of exercising if he were the absolute beneficial owner of the same;
- 11.3.17 power to do all other acts and things which he may consider desirable or necessary for realising any Charged Property or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed; and
- 11.3.18 power to exercise any of the above powers in the name of or on behalf of the relevant Chargor or in his own name and, in each case, at the cost of that Chargor.

Security Trustee's Powers

- 11.4 To the fullest extent permitted by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) upon a Receiver may following the occurrence of an Event of Default which is continuing be exercised by the Security Trustee in relation to any Charged Property, irrespective of whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

12. DISCRETIONS AND DELEGATION

Discretion

- 12.1 Any liberty or power which may be exercised or any determination which may be made under this Deed by the Security Trustee or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

Delegation

- 12.2 Each of the Security Trustee and any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed (including the power of attorney).
- 12.3 Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Trustee or any Receiver (as the case may be) shall think fit.
- 12.4 Neither the Security Trustee nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

13. POWER OF ATTORNEY

Appointment and Powers

- 13.1 Following the occurrence of an Event of Default which is continuing, each Chargor, by way of security, irrevocably appoints the Security Trustee, every Receiver and every Delegate severally and independently to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

- 13.1.1 carrying out any obligation imposed on any Chargor by this Deed; and
- 13.1.2 enabling the Security Trustee or any Receiver or Delegate to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on it or him by or pursuant to this Deed or by law (including the exercise of any right of an absolute legal or beneficial owner of the Charged Property).

Ratification

- 13.2 Each Chargor shall ratify and confirm whatever any attorney does or purports to do pursuant to its appointment under Clause 13.1 (*Appointment and Powers*).

14. PROTECTION OF PURCHASERS

Consideration

- 14.1 The receipt of the Security Trustee or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property (including a disposal by a Receiver or Delegate to any subsidiary of any Chargor) or in making any acquisition in the exercise of their respective powers, the Security Trustee, every Receiver and every Delegate may do so for such consideration, in such manner and on such terms as it or he thinks fit.

Protection of Third Parties

- 14.2 No person (including a purchaser) dealing with the Security Trustee, any Receiver or any Delegate shall be bound to enquire:

- 14.2.1 whether the Secured Liabilities have become payable; or
- 14.2.2 whether any power which the Security Trustee or any Receiver or Delegate is purporting to exercise has arisen or become exercisable; or
- 14.2.3 whether any money remains due under the Debt Documents; or
- 14.2.4 how any money paid to the Security Trustee or to any Receiver or Delegate is to be applied,

or shall be concerned with any propriety, regularity or purpose on the part of the Security Trustee or any Receiver or Delegate in such dealings or in the exercise of any such power.

15. APPLICATION OF PROCEEDS

Order of Application

- 15.1 All moneys received or recovered by the Security Trustee, any Receiver or any Delegate pursuant to this Deed, following the occurrence of an Event of Default which is continuing, shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions

of the LPA) be applied in the following order (but without prejudice to the right of the Security Trustee to recover any shortfall from any Chargor):

- 15.1.1 in or towards payment of all costs, losses, liabilities and expenses of and incidental to the appointment of any Receiver or Delegate and the exercise of any of his rights and powers, including his remuneration, and all outgoings paid by him;
 - 15.1.2 in or towards payment of all other Expenses;
 - 15.1.3 in or towards payment of all other Secured Liabilities or such part of them as is then due and payable to each of the Secured Parties on a pari passu basis and in accordance with [*]
 - 15.1.4 in payment of the surplus (if any) to any Chargor or other person entitled to it.
- 15.2 Clause 15.1 (*Order of Application*) will override any appropriation made by any Chargor.

New Accounts

- 15.3 If the Security Trustee (acting in its capacity as trustee for the Secured Parties or otherwise) or any other Secured Party at any time receives, or is deemed to have received, notice of any subsequent Security or other interest affecting any Charged Property, the Security Trustee and/or any other relevant Secured Party may open a new account with any Chargor.
- 15.4 If the Security Trustee and/or any other Secured Party does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received, or was deemed to have received, such notice. As from that time all payments made by or on behalf of any Chargor to the Security Trustee (whether in its capacity as trustee for the Secured Parties or otherwise) and/or any other Secured Party shall be credited or be treated as having been credited to the new account of that Chargor and not as having been applied in reduction of the Secured Liabilities.

Currency Conversion

- 15.5 For the purpose of or pending the discharge of any of the Secured Liabilities, the Security Trustee and each other Secured Party may (in its absolute discretion) convert any moneys received or recovered by it or any Receiver or Delegate pursuant to this Deed or any moneys subject to application by it or any Receiver or Delegate pursuant to this Deed from one currency to another and any such conversion shall be made at the Security Trustee's (or that Secured Party's) spot rate of exchange for the time being for obtaining such other currency with the first currency and the Secured Liabilities shall be discharged only to the extent of the net proceeds of such conversion realised by the Security Trustee or that Secured Party. Nothing in this Deed shall require the Security Trustee to make, or shall impose any duty of care on the Security Trustee or any other Secured Party in respect of, any such currency conversion.

16. NO LIABILITY AS MORTGAGEE IN POSSESSION

- 16.1 Neither the Security Trustee nor any Receiver or Delegate shall in any circumstances (either by reason of entering into or taking possession of any Charged Property or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to any Chargor for anything, except actual receipts, or be liable to any Chargor for any costs, charges, losses, liabilities or expenses arising from the realisation of any Charged Property or from any act, default or omission of the Security Trustee, any Receiver, any Delegate or any of their respective officers, agents or employees in relation to the Charged Property or from any exercise or purported exercise or non-exercise by the Security Trustee or any Receiver or Delegate of any power, authority or

discretion provided by or pursuant to this Deed or by law or for any other loss of any nature whatsoever in connection with the Charged Property or the Debt Documents.

17. SET-OFF

- 17.1 The provisions of Clause 7 (*Set-off*) of the Deferred Consideration Loan Note Instrument shall be deemed to be incorporated *mutatis mutandis* in full into this Clause 17.1.

18. EFFECTIVENESS OF SECURITY

Continuing Guarantee and Security

- 18.1 The security constituted by this Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, unless and until discharged by the Security Trustee, and will extend to the ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

Cumulative Rights

- 18.2 The security constituted by this Deed and all rights, powers and remedies of the Security Trustee provided by or pursuant to this Deed or by law shall be cumulative and in addition to, and independent of, any other guarantee or Security now or subsequently held by the Security Trustee or any other Secured Party for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law. No prior Security held by the Security Trustee (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Property shall be superseded by, or supersede or merge into, the security constituted by this Deed.

Reinstatement

- 18.3 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 the Security Trustee or any other Secured Party in whole or in part on the faith 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 the security constituted by this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.
- 18.4 The Security Trustee may concede or compromise any claim that any payment or any discharge is liable to avoidance or restoration.

Waiver of Defences

- 18.5 Neither the obligations of any Chargor under this Deed nor the security constituted by this Deed nor the rights, powers and remedies of the Security Trustee provided by or pursuant to this Deed or by law will be affected by an act, omission, matter or thing which, but for this Clause 18.5, would reduce, release or prejudice any of its obligations under this Deed, any of that security or any of those rights, powers and remedies (without limitation and whether or not known to it or the Security Trustee or any other Secured Party) including:
- 18.5.1 any time, waiver or consent granted to, or composition with, any Chargor or other person;
- 18.5.2 the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;

- 18.5.3 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;
- 18.5.4 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;
- 18.5.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Debt Document or any other 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 Debt Document or other document or security;
- 18.5.6 any unenforceability, illegality or invalidity of any obligation of any person under any Debt Document or any other document or security; or
- 18.5.7 any insolvency or similar proceedings.

Immediate Recourse

- 18.6 Each Chargor waives any right it may have of first requiring any 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 18. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

Appropriations

- 18.7 Until all amounts which may be or become payable by the Obligors under or in connection with the Debt Documents have been irrevocably paid in full, each Secured Party (or any trustee or agent on its behalf) may:
 - 18.7.1 refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (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
 - 18.7.2 hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Guarantor's liability under this Clause 18.

Deferral of Chargor's Rights

- 18.8 Until the Secured Liabilities, and all amounts which may be or become due and payable in respect of the Secured Liabilities, have been irrevocably paid, performed or discharged in full and unless the Security Trustee otherwise directs, no Chargor shall exercise any rights which it may have by reason of performance by it of its obligations under this Deed
 - 18.8.1 be indemnified by any Chargor or any other member of the Group;
 - 18.8.2 claim any contribution from any other guarantor of any Chargor's or any other member of the Group's obligations under the Debt Documents;
 - 18.8.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Security Trustee and/or any of the other Secured Parties under the Debt

- Documents or of any other guarantee or Security taken pursuant to, or in connection with, the Debt Documents by the Security Trustee or any other Secured Party;
- 18.8.4 bring legal or other proceedings for an order requiring the Chargor or any other member of the Group to make any payment, or perform any obligation;
- 18.8.5 exercise any right of set-off against any Chargor or any other member of the Group; and/or
- 18.8.6 claim or prove as a creditor of any Chargor or any other member of the Group or in its estate in competition with any Secured Party.
- 18.9 The rights of the Security Trustee and/or any of the other Secured Parties under Clause 18.8 above shall be free from any right of quasi-retainer or other rule or principle of fund ascertainment arising either at law or in equity.
- 18.10 If a Chargor receives any benefit, payment or distribution in relation to any rights referred to in Clause 18.8 above, it shall hold that benefit, payment or distribution to the extent necessary to enable all the Secured Liabilities, and all amounts which may be or become due and payable in respect of the Secured Liabilities, to be repaid in full on trust for the Security Trustee (as trustee for the Secured Parties) and shall promptly pay or transfer the same to the Security Trustee or as the Security Trustee may direct for application in accordance with Clause 15.1 (*Order of Application*).

No Security held by Chargors

- 18.11 No Chargor shall take or receive any Security from any other Chargor or any other person in connection with its liability under this Deed. However, if any such Security is so taken or received by any Chargor:
 - 18.11.1 it shall be held by that Chargor on trust for the Security Trustee (as trustee for the Secured Parties), together with all moneys at any time received or held in respect of such Security, for application in or towards payment and discharge of the Secured Liabilities; and
 - 18.11.2 on demand by the Security Trustee, the relevant Chargor shall promptly transfer, assign or pay to the Security Trustee all Security and all moneys from time to time held on trust by it under this Clause 18.11.

19. PAYMENTS

Manner of Payments

- 19.1 Each Chargor shall make all payments required to be made by it under this Deed available to the Security Trustee (unless a contrary indication appears in this Deed) for value on the due date at the time and in such funds specified by the Security Trustee as being customary at the time for settlement of transactions in the relevant currency in the place of payment. Payment shall be made in the currency in which the relevant indebtedness is denominated or, if different, is expressed to be payable and to such account in the principal financial centre of the country of that currency with such bank as the Security Trustee specifies.

No Set-off by Chargors

- 19.2 All payments to be made by any Chargor under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

20. EXPENSES, TAXES AND INDEMNITIES

Expenses

20.1 The Obligors shall, within five Business Days of demand, pay to, or reimburse, the Security Trustee and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Security Trustee, any Receiver or any Delegate in connection with:

- (a) the negotiation, preparation, execution and delivery of this Deed;
- (b) the Charged Property;
- (c) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Security Trustee's, a Receiver's or a Delegate's rights under this Deed;
- (d) any amendment, extension, waiver, consent or suspension of rights (or any proposal for any of these) under or in connection with this Deed;
- (e) any release of any security constituted by this Deed; or
- (f) taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge, expense, tax or liability arose until full discharge of that cost, charge, expense, tax or liability (whether before or after judgment) at the rate and in the manner specified in the Debt Document.

20.2 INDEMNITY

(a) The Obligors shall, within three Business Days of demand, indemnify the Security Trustee, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

- (i) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Charged Property;
- (ii) taking, holding, protecting, perfecting, preserving, releasing or enforcing (or attempting to do so) the security constituted by this Deed; or
- (iii) any default or delay by the Obligors in performing any of its obligations under this Deed.

21. (B) ANY PAST OR PRESENT EMPLOYEE OR AGENT MAY ENFORCE THE TERMS OF THIS CLAUSE 20.2 SUBJECT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999.CERTIFICATES AND DETERMINATIONS

21.1 Any certificate 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.

22. PARTIAL INVALIDITY

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

23. REMEDIES AND WAIVERS

- 23.1 No failure to exercise, nor any delay in exercising, on the part of the Security Trustee or any Receiver or Delegate, any right or remedy under this Deed or any other Debt Document shall operate as a waiver of any such right or remedy or constitute an election to affirm this Deed or any Debt Document. No election to affirm this Deed or any Debt Document on the part of any Secured Party or Secured Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed or any Debt Document are cumulative and not exclusive of any rights or remedies provided by law.

24. NOTICES

- 24.1 Any communication to be made under or in connection with this Deed shall be made in accordance with Clause 21 (*Notices*) of the Intercreditor Agreement.

25. COUNTERPARTS

- 25.1 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 this Deed. Delivery of an electronic counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

26. ASSIGNMENT

- 26.1 The Security Trustee may assign, charge or transfer all or any of its rights under this Deed without the consent of any Chargor. The Security Trustee may disclose any information about any Chargor and this Deed as the Security Trustee shall consider appropriate to any actual or proposed direct or indirect successor or to any person to whom information is required to be disclosed by any applicable law or regulation.

27. RELEASES

- 27.1 Upon the expiry of the Liability Period (but not otherwise) and subject to Clauses 18.3 and 18.4 (*Reinstatement*), the Security Trustee shall, at the request and cost of the relevant Chargor, take whatever action is necessary to release the Charged Property of that Chargor from the security constituted by this Deed.

28. GOVERNING LAW

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

29. ENFORCEMENT

Jurisdiction of English courts

- 29.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or

termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) (a “Dispute”).

- 29.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 29.3 Notwithstanding Clauses 29.1 and 29.2 above, no Secured Party or Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties and Secured Parties may take concurrent proceedings in any number of jurisdictions.

IN WITNESS whereof this Deed has been entered into as a deed and is intended to be and is delivered on the day and year first before written.

SCHEDULE 1
FORM OF NOTICE OF CHARGE – INSURANCES

Part 1
Form of Notice

To: **[Insurer]**

Address: [] [Date]

Dear Sirs

[Name of relevant Chargor] - Insurance Polic[y][ies] Number[s] [•] [and [•]

[insert name of Security Trustee] (the “Security Trustee”) and *[name of relevant Chargor]* (the “Company”) HEREBY GIVE NOTICE that by a charge contained in a mortgage debenture dated [•] and made between, inter alios, the Company and the Security Trustee (the “Debenture”) the Company charged to the Security Trustee by way of first fixed charge all of its present and future right, title and interest in and to Insurance Polic[y][ies] Number[s] [] and any insurance policy or policies entered into in substitution for [it/them] (the “Polic[y][ies]”), including all claims, the proceeds of all claims and all returns of premium in connection with the Polic[y][ies].

The Polic[y][ies] and all policy documents, documents of title and endorsements relating to all such policies, (including the Polic[y][ies]), should be held to the order of the Security Trustee and all payments by you under or in connection with the Polic[y][ies] should be made as the Security Trustee may direct and only on the Security Trustee's written instructions.

Notwithstanding the charge referred to above or the making of any payment by you to the Security Trustee pursuant to it, the Company shall remain liable under the Polic[y][ies] to perform all of the obligations assumed by it under the Polic[y][ies] and neither the Security Trustee nor any receiver nor any delegate appointed by the Security Trustee or any such receiver shall be any time under any obligation or liability to you under or in respect of the Polic[y][ies].

The Company irrevocably instructs and authorises you to disclose to the Security Trustee any information relating to the Polic[y][ies] requested from you by the Security Trustee.

The Company confirms that:

- (i) in the event of any conflict between communications received from it and from the Security Trustee, the communication from the Security Trustee shall prevail;
- (ii) none of the instructions, authorisations or confirmations in this Notice of Charge (the “Notice”) can be revoked or varied in any way except with the Security Trustee's specific written consent; and
- (iii) any written notice or instructions given to you by the Security Trustee in accordance with this Notice shall be conclusive.

Kindly acknowledge receipt of this Notice and confirm your agreement to it by signing the enclosed form of acknowledgement and returning it to the Security Trustee at [address] for the attention of [officer/department].

This Notice [and any non-contractual obligations arising out of or in connection with it] / [is] / [are] governed by English law.

Yours faithfully,

.....
for and on behalf of
[name of relevant Chargor]

.....
for and on behalf of
[insert name of Security Trustee]

Part 2 - Form of Acknowledgement

[on duplicate]

To: [insert name of Security Trustee]

Address: []

Attention: []

[Date]

Dear Sirs

We acknowledge receipt of the Notice of Charge of which this is a copy. Terms and expressions defined in that Notice shall have the same meanings when used in this acknowledgment. We agree to and confirm the following:

- (a) we will hold the Polic[y][ies], and all policy documents, documents of title and endorsements relating to all such policies (including the Polic[y][ies]), to your order and accept, agree to and will comply with the terms of the Notice;
- (b) we will send to you copies of any notices which we may give to the Company under such policies (including the Polic[y][ies]) at the same time as we send them to the Company;
- (c) we have not received notice of any other charge, assignment or other third party right or interest whatsoever in, of, over, or affecting, any such policies (including the Polic[y][ies]); and
- (d) this acknowledgement is freely assignable or transferable by you, by any subsequent assignee, transferee or successor in title in accordance with the terms of such policies (including the Polic[y][ies]) ("Subsequent Party") and by any receiver appointed by you or by any Subsequent Party pursuant to the Debenture.

Our agreement and confirmation in paragraph (a) above is given subject to our right of cancellation in respect of any such policies (including the Polic[y][ies]) on default in payment of any premiums but we undertake with you (until such time as we receive notice to the contrary from you):

- (i) to advise you promptly if any such premiums are not received by us within 30 days of renewal falling due;
- (ii) not to exercise our right of cancellation on default in payment of any such premiums without giving you 30 days' notice in writing and therefore a reasonable opportunity of paying the premiums outstanding; and
- (iii) to notify you promptly of, and in any event before giving our agreement to, any material changes which are proposed to be made to the terms of any such policies (including the Polic[y][ies]).

Yours faithfully

.....

for and on behalf of

[Name of relevant company]

SCHEDULE 2
FORM OF NOTICE OF CHARGE – KEY-MAN POLICIES

Part 1
Form of Notice

To: [Insurer]

Address: [•]

[Date]

Dear Sirs

[Name of relevant Chargor] - Key-man Insurance Polic[y][ies] Number[s] [•] [and [•]]

[insert name of Security Trustee] (the “Security Trustee”) and [name of relevant Chargor] (the “Company”) HEREBY GIVE NOTICE that by a charge contained in a mortgage debenture dated [•] and made between, inter alios, the Company and the Security Trustee (the “Debenture”) the Company charged to the Security Trustee by way of first fixed charge all of its present and future right, title and interest in and to Key Man Insurance Polic[y][ies] Number[s] [] and any insurance policy or policies entered into in substitution for [it/them] (the “Key Man Polic[y][ies]”), including all claims, the proceeds of all claims and all returns of premium in connection with the Key Man Polic[y][ies].

The Key Man Polic[y][ies] and all policy documents, documents of title and endorsements relating to all such policies, (including the Key Man Polic[y][ies]), should be held to the order of the Security Trustee and all payments by you under or in connection with the Key Man Polic[y][ies] should be made as the Security Trustee may direct and only on the Security Trustee’s written instructions.

Notwithstanding the charge referred to above or the making of any payment by you to the Security Trustee pursuant to it, the Company shall remain liable under the Key Man Polic[y][ies] to perform all of the obligations assumed by it under the Key Man Polic[y][ies] and neither the Security Trustee nor any receiver nor any delegate appointed by the Security Trustee or any such receiver shall be any time under any obligation or liability to you under or in respect of the Key Man Polic[y][ies].

The Company confirms that:

1. in the event of any conflict between communications received from it and from the Security Trustee, the communication from the Security Trustee shall prevail;
2. none of the instructions, authorisations or confirmations in this Notice of Charge (the “Notice”) can be revoked or varied in any way except with the Security Trustee’s specific written consent; and
3. any written notice or instructions given to you by the Security Trustee in accordance with this Notice shall be conclusive.

Kindly acknowledge receipt of this Notice and confirm your agreement to it by signing the enclosed form of acknowledgement and returning it to the Security Trustee at [address] for the attention of [officer/department].

This Notice [and any non-contractual obligations arising out of or in connection with it] / [is] / [are] governed by English law.

Yours faithfully,

.....
for and on behalf of

[name of relevant Chargor]

.....
for and on behalf of

[insert name of Security Trustee]

Part 2
Form of Acknowledgement
[on duplicate]

To: [insert name of Security Trustee]

Address: [●]

Attention: [●]

[Date]

Dear Sirs

We acknowledge receipt of the Notice of Charge of which this is a copy. Terms and expressions defined in that Notice shall have the same meanings when used in this acknowledgment. We agree to and confirm the following:

1. we will hold the Key Man Polic[y][ies], and all policy documents, documents of title and endorsements relating to all such policies (including the Key Man Polic[y][ies]), to your order and accept, agree to and will comply with the terms of the Notice;
2. we will send to you copies of any notices which we may give to the Company under such policies (including the Key Man Polic[y][ies]) at the same time as we send them to the Company;
3. we have not received notice of any other charge, assignment or other third party right or interest whatsoever in, of, over, or affecting, any such policies (including the Key Man Polic[y][ies]); and
4. this acknowledgement is freely assignable or transferable by you, by any subsequent assignee, transferee or successor in title in accordance with the terms of such policies (including the Key Man Polic[y][ies]) ("Subsequent Party") and by any receiver appointed by you or by any Subsequent Party pursuant to the Debenture.

Our agreement and confirmation in paragraph (a) above is given subject to our right of cancellation in respect of any such policies (including the Key Man Polic[y][ies]) on default in payment of any premiums but we undertake with you (until such time as we receive notice to the contrary from you):

- (i) to advise you promptly if any such premiums are not received by us within 30 days of renewal falling due;
- (ii) not to exercise our right of cancellation on default in payment of any such premiums without giving you 30 days' notice in writing and therefore a reasonable opportunity of paying the premiums outstanding; and
- (iii) to notify you promptly of, and in any event before giving our agreement to, any material changes which are proposed to be made to the terms of any such policies (including the Key Man Polic[y][ies]).

Yours faithfully

.....
for and on behalf of

[Name of relevant life company]

SCHEDULE 3
FORM OF DEED OF ACCESSION

THIS DEED OF ACCESSION is made on [●]

BETWEEN:

- (1) [●], a company incorporated in England & Wales with company number [●], and having its registered office address at [●] (the “**Additional Chargor**”);
- (2) [NOVASTONE SF12 BIDCO LIMITED], a private limited company registered in England and Wales with registered number [●] and having its registered address at [●] (the “**Company**”); and
- (3) **SEVEN TWO ZERO PROPERTY LIMITED**, a private limited company registered in England and Wales with registered number [●] and having its registered address at [●] as security trustee for the Secured Parties (as defined in the Debenture (as defined below)) (the “**Security Trustee**”).

INTRODUCTION

- (A) This deed of accession (this “**Deed**”) is supplemental to a deed dated [●] 2023 (as supplemented and amended from time to time, the “**Debenture**”) between: (1) the Original Chargors and (2) the Security Trustee (each term as defined therein).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Debenture have the same meaning in this Deed.
- 1.2 The principles of interpretation set out in Clause 1 (*Definitions and Interpretation*) of the Debenture apply to this Deed insofar as they are relevant to it, as they apply to the Debenture.

2. ACCESSION

- 2.1 The Additional Chargor agrees to become a party to and to be bound by the terms of the Debenture with immediate effect as a Chargor as if the Additional Chargor had been an original party to the Debenture as a Chargor.

3. COVENANT TO PAY

- 3.1 Each Additional Chargor covenants with the Security Trustee (as trustee for the Secured Parties) that it will pay, perform and discharge the Secured Liabilities as and when the same fall due for payment, performance or discharge in accordance with the terms of the Debt Documents or, in the absence of any such express terms, on demand.
- 3.2 Each Additional Chargor covenants with the Security Trustee (for the benefit of itself and the other Secured Parties) to pay interest on any amounts due under Clause 3.1 from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of any person) at such rate as may from time to time be fixed in terms of the Debt Documents on the basis that all such interest will be payable upon such days in each year as shall from time to time be fixed and will be compounded with rests on such days in each year in the event of it not being so paid but without prejudice to the right of the Secured Parties to require payment of such interest on demand at any time and provided that, in the case of any Expense, such interest shall accrue and be payable as from the date on which the relevant Expense arose without the necessity for any demand being made for payment.

4. FIXED SECURITY

Charges

- 4.1 The Additional Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee by way of a first legal mortgage all of its right, title and interest in and to the freehold, commonhold and leasehold property now vested in it.
- 4.2 The Additional Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee by way of first fixed charge all of its right, title and interest in and to the following assets, both present and future:
- 4.2.1 all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under Clause 4.1 above);
 - 4.2.2 all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled;
 - 4.2.3 where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;
 - 4.2.4 all amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises;
 - 4.2.5 all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade);
 - 4.2.6 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances;
 - 4.2.7 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same;
 - 4.2.8 all moneys from time to time deposited in or standing to the credit of any bank account with the Security Trustee or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same));
 - 4.2.9 all Securities and their Related Rights;
 - 4.2.10 all of its goodwill and uncalled capital;
 - 4.2.11 all Intellectual Property;

- 4.2.12 all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them;
- 4.2.13 each of the Specified Contracts.

Assignment

- 4.3 The Additional Chargor, as security for the payment, performance and discharge of all of the Secured Liabilities, assigns to the Security Trustee absolutely by way of first legal assignment all of its right, title and interest in and to:
 - 4.3.1 the Mortgaged Property;
 - 4.3.2 the Insurances; and
 - 4.3.3 the Specified Contracts.

5. FLOATING CHARGE

- 5.1 The Additional Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee by way of a first floating charge all of its undertaking and all its other property, assets and rights, present and future, including all of its stock in trade and all of its property, assets and rights not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to Clause 4 (*Fixed Security*) of this Deed.
- 5.2 The provisions of paragraph 14 of schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause 5.1 (*Floating Charge*) of this Deed.

6. NEGATIVE PLEDGE

- 6.1 In Clause 6.2 below, "Quasi-Security" means an arrangement or transaction described in Clause 6.2.2 below.
- 6.2 Except as permitted under the Intercreditor Agreement:
 - 6.2.1 no Chargor shall create or permit to subsist any Security over any of its assets;
 - 6.2.2 no Chargor shall:
 - (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group;
 - (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
 - (d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

7. CONSTRUCTION OF DEBENTURE

- 7.1 The Debenture shall remain in full force and effect as supplemented by this Deed.

- 7.2 The Debenture and this Deed shall be read together as one instrument on the basis that references in the Debenture to “this Deed” and other similar expressions shall be deemed to be references to the Debenture as supplemented by this Deed.

8. GOVERNING LAW

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

9. ENFORCEMENT

- 9.1 The courts of England have exclusive jurisdiction to settle any dispute out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a “Dispute”).
- 9.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- 9.3 Clauses 10.1 and 10.2 above are for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

IN WITNESS of which this Deed has been entered into as a deed and is intended to be and is delivered as a deed on the day and year first before written.

SIGNATORIES TO THE DEED OF ACCESSION

THE ADDITIONAL CHARGOR

Executed as a deed by)
[●])
acting by a director:)
.....) Director
in the presence of:)

Name of witness:
(in BLOCK CAPITALS)

Signature of witness:

Address:
.....
.....

Occupation:

THE COMPANY

Executed as a deed by)
NOVASTONE SF12 BIDCO LIMITED)
acting by a director:)
.....) Director
in the presence of:)

Name of witness:
(in BLOCK CAPITALS)

Signature of witness:

Address:
.....
.....

Occupation:

THE SECURITY TRUSTEE

Signed by)
for and on behalf of)
SEVEN TWO ZERO PROPERTY LIMITED)
) **Duly Authorised Signatory**

EXECUTION

THE ORIGINAL CHARGORS

Executed as a deed by
NOVASTONE SF12 BIDCO LIMITED
acting by a director:

WILLIAM HUNNAM
in the presence of:

WCHam
Director

Name of witness:
(in BLOCK CAPITALS)

CHRISTOPHER STACEY

Signature of witness:

CStacey

Address:

Marriott Harrison LLP
80 Cheapside
London
EC2V 6EE
Tel: 020 7209 2000

Occupation:

Trainee Solicitor

Executed as a deed by
NOVASTONE SF12 MIDCO LIMITED
acting by a director:

WILLIAM HUNNAM
in the presence of:

WCHam
Director

Name of witness:
(in BLOCK CAPITALS)

CHRISTOPHER STACEY

Signature of witness:

CStacey

Address:

Marriott Harrison LLP
80 Cheapside
London
EC2V 6EE
Tel: 020 7209 2000

Occupation:

Trainee Solicitor

THE SECURITY TRUSTEE

Executed as a deed by PHILIP DICKWORTH)
SEVEN TWO ZERO PROPERTY LIMITED)
on being signed by)

P. R. Dickworth

.....)
in the presence of:)

Director

Signature of witness:

Emily Perry

Name:

..... EMILY PERRY

Address:

PDT Solicitors LLP
Premier House
36-48 Queen Street
Horsham
..... West Sussex

Occupation:

..... TRAINEE SOLICITOR