Companies House

MR01 (ef)

Registration of a Charge

Company name: **WESWAP.COM LIMITED**

Company number: **07189664**

Received for Electronic Filing: **20/01/2021**

X9WLJAEW

Details of Charge

Date of creation: **21/12/2020**

Charge code: **0718 9664 0006**

Persons entitled: **IW CAPITAL (SECURITY TRUSTEE) LIMITED**

Brief description:

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: **MATTHEW HOLLAND**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7189664

Charge code: 0718 9664 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2020 and created by WESWAP.COM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th January 2021 .

Given at Companies House, Cardiff on 21st January 2021

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

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

DATED: 21st DECEMBER 2020

(1) WESWAP.COM LIMITED

(2) IW CAPITAL (SECURITY TRUSTEE) LIMITED (as Security Agent)

DEBENTURE

EMW

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THIS DEED IS MADE THE DAY OF 2020

PARTIES

(1) **WESWAP.COM LIMITED**, a company incorporated and registered in England and Wales with company number 07189664 whose registered office is at 6 Spectrum House, 32-34 Gordon House Road, London NW5 1LP (the "**Borrower**")

IN FAVOUR OF:

(2) **IW CAPITAL (SECURITY TRUSTEE) LIMITED**, a company incorporated and registered in England and Wales with company number 10506888 whose registered office is at 42 Bruton Place, London W1J 6PA (the "**Security Agent**") as security trustee for the Secured Parties.

BACKGROUND

(A) The Borrower enters into this Debenture in connection with the Facilities Agreement.

(B) Under this deed, the Borrower provides security to the Security Agent (as security trustee for the Secured Parties) for the loan facilities made available under the Facilities Agreement.

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Facilities Agreement shall, unless otherwise defined in this Debenture, have the same meanings when used in this Debenture and in addition in this Debenture:

"**Administrator**" means an administrator appointed to manage the affairs, business and property of the Borrower pursuant to clause 13.8.

"**Book Debts**" means all present and future book and other debts, and monetary claims due or owing to the Borrower, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Borrower in relation to any of them.

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"**Delegate**" means any person appointed by the Security Agent (as security trustee for the Secured Parties) or any Receiver pursuant to clause 18 and any person appointed as attorney of the Security Agent, Receiver or Delegate.

"**Designated Account**" means any account of the Borrower nominated by the Security Agent as a designated account for the purposes of this deed.

"**Environment**" means the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.

"**Environmental Law**" means all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment.

"**Equipment**" means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Borrower, including any part of it and all spare parts, replacements, modifications and additions.

"**Event of Default**" has the meaning given to that expression in the Facilities Agreement.

"**Excluded Property**" means each leasehold property held by the Borrower under a lease that either precludes absolutely, or requires consent of a third party to, the creation of Security over the Borrower's leasehold interest in that property.

"**Existing Security**" means the debenture granted by the Borrower in favour of Ascot SPV II Limited dated 15 May 2017.

"**Facilities Agreement**" means a series of secured bridging loan agreements dated on or about 31st March 2020 between (1) the Borrower, (2) IW Capital (Agent) Limited, (3) the Security Agent and (4) the Lenders for the provision of the loan facilities secured by this deed.

"**Financial Collateral**" shall have the meaning given to that expression in the Financial Collateral Regulations.

"**Financial Collateral Regulations**" means the Financial Collateral Arrangements (No 2) Regulations 2003 (*SI 2003/3226*).

"**Insurance Policy**" means each contract and policy of insurance effected or maintained by the Borrower from time to time in respect of its assets or business (including, without limitation, any contract or policy of insurance relating to the Properties or the Equipment).

"**Intellectual Property**" means the Borrower's present and future patents, trademarks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights.

"**Investments**" means all present and future certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Borrower, save for the treasury shares held by the Borrower in the capital of the Borrower, including any:

(a) dividend, interest or other distribution paid or payable in relation to any of the Investments; and

(b) right, money, shares or property accruing, offered or issued at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.

"**LPA 1925**" means the Law of Property Act 1925.

"**Properties**" means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Borrower, or in which the Borrower holds an interest, and **Property** means any of them.

"**Receiver**" means a receiver, receiver and manager or administrative receiver of any or all of the Secured Assets appointed by the Security Agent (as security trustee for the Secured Parties) under clause 16.

"**Secured Assets**" means all the assets, property and undertaking for the time being subject to the Security created by, or pursuant to, this deed (and references to the Secured Assets shall include references to any part of them).

"**Secured Liabilities**" means all present and future monies, obligations and liabilities of the Borrower to any Secured Party, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, howsoever arising, together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities and, for the avoidance of doubt, shall include (without limitation) any liability incurred by the Borrower as a result of an increase in the Facility, the Facility Commitments or the Loan.

"**Secured Parties**" means each Finance Party from time to time party to the Facilities Agreement and any Receiver or Delegate.

"**Security Financial Collateral Arrangement**" means shall have the meaning given to that expression in the Financial Collateral Regulations.

"**Security**" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

"**Security Period**" means the period starting on the date of this deed and ending on the date on which the Security Agent (as security trustee for the Secured Parties) is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

"**Security Trust Deed**" means the security trust deed entered or to be entered into by the Agent and the Security Agent in favour of the Secured Parties.

1.2 **Interpretation**

In this deed:

1.2.1 clause headings shall not affect the interpretation of this deed;

1.2.2 a reference to a person shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);

1.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;

1.2.4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;

1.2.5 a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors, permitted assigns and permitted transferees;

1.2.6 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

1.2.7 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;

1.2.8 a reference to writing or written includes email;

1.2.9 an obligation on a party not to do something includes an obligation not to allow that thing to be done;

1.2.10 a reference to this deed (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;

1.2.11 a reference to a "Finance Document" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced and includes any change in the purpose of, any extension of or any increase in any facility under that Finance Document or other agreement or instrument;

1.2.12 unless the context otherwise requires, a reference to a clause is to a clause of this deed;

1.2.13 any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;

1.2.14 a reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);

1.2.15 a reference to assets includes present and future properties, undertakings, revenues, rights and benefits of every description;

1.2.16 a reference to an authorisation includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;

1.2.17 a reference to continuing in relation to an Event of Default means an Event of Default that has not been remedied or waived;

1.2.18 a reference to determines or determined means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it;

1.2.19 a reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and

1.2.20 the "**Security Agent**" means IW Capital (Security Trustee) Limited (company number 10506888) and its successors and assignees.

1.3 **Clawback**

If the Security Agent (as security trustee for the Secured Parties) considers that an amount paid by the Borrower in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

1.4 **Nature of security over real property**

A reference in this deed to a charge or mortgage of or over any Property includes:

1.4.1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) that are situated on or form part of that Property at any time;

1.4.2 the proceeds of the sale of any part of that Property and any other monies paid or payable in respect of or in connection with that Property;

1.4.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of that Property, and any monies paid or payable in respect of those covenants; and

1.4.4 all rights under any licence, agreement for sale or agreement for lease in respect of that Property.

1.5 **Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Facilities Agreement and of any side letters between any parties in relation to the Facilities Agreement are incorporated into this deed.

1.6 **Perpetuity period**

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.7 **Secured Liabilities**

The Borrower expressly acknowledges and agrees and confirms its intention in entering into this deed that references in this deed to the Secured Liabilities shall be construed in relation to the Finance Documents so as to include (without limitation) (i) any increase or reduction in any

amount made available thereunder, and/or any alteration and/or addition to the purposes for which any such amount, or increased or reduced amount, may be used, (ii) any ancillary facilities provided in substitution for or in addition to the facilities originally made available thereunder, (iii) any rescheduling of the indebtedness incurred thereunder whether in isolation or in connection with any of the foregoing and (iv) any combination of any of the foregoing.

1.8 **Confirmation and amendment**

Notwithstanding clause 1.7 above, the Borrower expressly agrees and confirms that the debentures it granted to the Security Agent on 20th December 2019 and 3rd May 2019 shall be amended to the extent that the definition of "Secured Liabilities" in each debenture shall be deleted and replaced with the following:

""**Secured Liabilities**" means all present and future monies, obligations and liabilities of the Borrower to any Secured Party, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, howsoever arising, together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities and, for the avoidance of doubt, shall include (without limitation) any liability incurred by the Borrower as a result of an increase in the Facility, the Facility Commitments or the Loan."

2 **COVENANT TO PAY**

The Borrower shall pay, perform and discharge the Secured Liabilities as and when the same fall due for payment in accordance with the terms of the Finance Documents or, in the absence of any such express terms, on demand.

3 **GRANT OF SECURITY**

3.1 **Legal mortgage**

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Security Agent (as security trustee for the Secured Parties) by way of first legal mortgage, each Property.

3.2 **Fixed charges**

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Security Agent (as security trustee for the Secured Parties) by way of first fixed charge:

3.2.1 all Properties acquired by the Borrower in the future;

3.2.2 all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of this clause 3 in, or over, freehold or leasehold property;

3.2.3 all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;

3.2.4 all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Borrower's business or the use of any Secured Asset, and all rights in connection with them;

3.2.5 all its present and future goodwill;

3.2.6 all its uncalled capital;

3.2.7 all the Equipment;

3.2.8 all the Intellectual Property;

3.2.9 all the Book Debts;

3.2.10 all the Investments;

3.2.11 all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account), together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest);

3.2.12 all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy, to the extent not effectively assigned under clause 3.3; and

3.2.13 all its rights in respect of all other agreements, instruments and rights relating to the Secured Assets, to the extent not effectively assigned under clause 3.3.

3.3 **Assignment**

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee assigns to the Security Agent (as security trustee for the Secured Parties) absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:

3.3.1 all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy; and

3.3.2 the benefit of all other agreements, instruments and rights relating to the Secured Assets.

3.4 **Floating charge**

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Security Agent (as security trustee for the Secured Parties), by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to clause 3.1 to clause 3.3 inclusive.

3.5 **Qualifying floating charge**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.4.

3.6 **Leasehold security restrictions**

3.6.1 Subject to clause 3.6.1 to clause 3.6.4, the security created by clause 3.1 to clause 3.2 shall not apply to an Excluded Property until the Borrower obtains any relevant consent, or waiver of any prohibition, to the creation of security over that Excluded Property.

3.6.2 In relation to each Excluded Property, the Borrower undertakes to:

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

3.6.2.2 keep the Security Agent (as security trustee for the Secured Parties) informed of its progress in obtaining that consent or waiver; and

3.6.2.3 immediately on receipt of the consent or waiver, provide the Security Agent (as security trustee for the Secured Parties) with a copy of that consent or waiver.

3.6.3 Immediately on receipt by the Borrower of the relevant consent or waiver, that Excluded Property shall be become the subject of a mortgage or charge (as appropriate) pursuant to clause 3.1 to clause 3.2.

3.6.4 If required by the Security Agent (as security trustee for the Secured Parties) at any time following receipt of that consent or waiver, the Borrower shall, at its own cost, prepare and execute any further documents and take any further action the Security Agent (as security trustee for the Secured Parties) may require, in its absolute discretion, for perfecting its security over that Excluded Property.

3.7 **Automatic crystallisation of floating charge**

The floating charge created by clause 3.4 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:

3.7.1 the Borrower:

3.7.1.1 creates, or attempts to create, without the prior written consent of the Security Agent (as security trustee for the Secured Parties), a Security or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this deed or the Facilities Agreement); or

3.7.1.2 disposes, or attempts to dispose of, all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised);

3.7.2 any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets; or

3.7.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Borrower.

3.8 Crystallisation of floating charge by notice

The Security Agent (as security trustee for the Secured Parties) may, in its sole discretion, at any time and by written notice to the Borrower, convert the floating charge created under this deed into a fixed charge as regards any part of the Secured Assets specified by the Security Agent (as security trustee for the Secured Parties) in that notice.

3.9 Assets acquired after any floating charge has crystallised

Any asset acquired by the Borrower after any crystallisation of the floating charge created under this deed that, but for that crystallisation, would be subject to a floating charge under this deed, shall (unless the Security Agent (as security trustee for the Secured Parties) confirms otherwise to the Borrower in writing) be charged to the Security Agent (as security trustee for the Secured Parties) by way of first fixed charge.

4 LIABILITY OF THE BORROWER

4.1 Liability not discharged

The Borrower's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

4.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Security Agent (as security trustee for the Secured Parties) that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;

4.1.2 the Security Agent (as security trustee for the Secured Parties) renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or

4.1.3 any other act or omission that, but for this clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of the Borrower.

4.2 Immediate recourse

The Borrower waives any right it may have to require the Security Agent (as security trustee for the Secured Parties) to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Borrower.

5 REPRESENTATIONS AND WARRANTIES

5.1 Representations and warranties

The Borrower makes the representations and warranties set out in this clause 5 to the Security Agent (as security trustee for the Secured Parties).

5.2 Ownership of Secured Assets

The Borrower is the sole legal and beneficial owner of the Secured Assets.

5.3 **No Security**

The Secured Assets are free from any Security other than the Security created by this deed and the Existing Security.

5.4 **No adverse claims**

The Borrower has not received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.

5.5 **No adverse covenants**

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Secured Assets.

5.6 **No breach of laws**

There is no breach of any law or regulation that materially and adversely affects the Secured Assets.

5.7 **No interference in enjoyment**

No facility necessary for the enjoyment and use of the Secured Assets is subject to terms entitling any person to terminate or curtail its use.

5.8 **No overriding interests**

Nothing has arisen, has been created or is subsisting, that would be an overriding interest in any Property.

5.9 **Avoidance of security**

No Security expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Borrower or otherwise.

5.10 **No prohibitions or breaches**

There is no prohibition on assignment in any Insurance Policy or any other agreement that the entry into this deed by the Borrower does not, and will not, constitute a breach of any Insurance Policy or any other agreement or instrument binding on the Borrower or its assets.

5.11 **Environmental compliance**

The Borrower has, at all times, complied in all material respects with all applicable Environmental Law.

5.12 **Enforceable security**

This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Borrower, and is, and will continue to be, effective security over all and every part of the Secured Assets in accordance with its terms.

5.13 **Investments**

5.13.1 The Investments are fully paid and are not subject to any option to purchase or similar rights.

5.13.2 No constitutional document of an issuer of an Investment, nor any other agreement:

5.13.2.1 restricts or inhibits any transfer of the Investments on creation or enforcement of the security constituted by this deed; or

5.13.2.2 contains any rights of pre-emption in relation to the Investments.

5.14 **Times for making representations and warranties**

The representations and warranties set out in clause 5.2 to clause 5.13 are made by the Borrower on the date of this deed and the representations and warranties contained in clause 5.2 to clause 5.13 are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

6 **GENERAL COVENANTS**

6.1 **Negative pledge and disposal restrictions**

The Borrower shall not at any time, except with the prior written consent of the Security Agent (as security trustee for the Secured Parties):

6.1.1 create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this deed;

6.1.2 sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge); or

6.1.3 create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.

6.2 **Preservation of Secured Assets**

The Borrower shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Security Agent (as security trustee for the Secured Parties), or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed.

6.3 **Borrower's waiver of set-off**

The Borrower waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Borrower under this deed).

6.4 **Compliance with laws and regulations**

6.4.1 The Borrower shall not, without the Security Agent's (as security trustee for the Secured Parties) prior written consent, use or permit the Secured Assets to be used in any way contrary to law.

6.4.2 The Borrower shall:

6.4.2.1 comply with the requirements of any law and regulation relating to or affecting the Secured Assets or the use of it or any part of them;

6.4.2.2 obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Secured Assets or their use or that are necessary to preserve, maintain or renew any Secured Asset; and

6.4.2.3 promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Secured Assets.

6.5 **Enforcement of rights**

The Borrower shall use its best endeavours to:

6.5.1 procure the prompt observance and performance of the covenants and other obligations imposed on the Borrower's counterparties (including each insurer in respect of an Insurance Policy); and

6.5.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets that the Security Agent (as security trustee for the Secured Parties) may require from time to time.

6.6 **Notice of misrepresentation and breaches**

The Borrower shall, promptly on becoming aware of any of the same, notify the Security Agent (as security trustee for the Secured Parties) in writing of:

6.6.1 any representation or warranty set out in clause 5 which is incorrect or misleading in any material respect when made or deemed to be repeated; and

6.6.2 any breach of any covenant set out in this deed.

6.7 **Title documents**

The Borrower shall, on the execution of this deed or as so required by the Security Agent (as security trustee for the Secured Parties), deposit with the Security Agent and the Security Agent shall, for the duration of this deed be entitled to hold:

6.7.1 all deeds and documents of title relating to the Secured Assets that are in the possession or control of the Borrower (and if these are not within the possession or control of the

Borrower, the Borrower undertakes to obtain possession of all these deeds and documents of title);

6.7.2 all Insurance Policies and any other insurance policies relating to any of the Secured Assets that the Borrower is entitled to possess; and

6.7.3 all deeds and documents of title (if any) relating to the Book Debts as the Security Agent (as security trustee for the Secured Parties) may specify from time to time.

6.8 **Insurance**

6.8.1 The Borrower 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 Secured Assets against:

6.8.1.1 loss or damage by fire or terrorist acts;

6.8.1.2 other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Borrower; and

6.8.1.3 any other risk, perils and contingencies as the Security Agent (as security trustee for the Secured Parties) may reasonably require.

6.8.2 Any such insurance must be with an insurance company or underwriters, and on such terms, as are reasonably acceptable to the Security Agent (as security trustee for the Secured Parties), and must be for not less than the replacement value of the relevant Secured Assets.

6.8.3 The Borrower shall, if requested by the Security Agent (as security trustee for the Secured Parties), produce to the Security Agent each policy, certificate or cover note relating to the insurance required by clause 6.8.1 (or where, in the case of any leasehold property, that insurance is effected by the landlord, such evidence of insurance as the Borrower is entitled to obtain from the landlord under the terms of the relevant lease).

6.8.4 The Borrower shall, if requested by the Security Agent (as security trustee for the Secured Parties), procure that a note of the Security Agent's interest is endorsed upon each insurance policy maintained by it or any person on its behalf in accordance with clause 6.8.1 and that the terms of each such insurance policy require the insurer not to invalidate the policy as against the Security Agent 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 Agent.

6.9 **Insurance premiums**

The Borrower shall:

6.9.1 promptly pay all premiums in respect of each insurance policy maintained by it in accordance with clause 6.8.1 and do all other things necessary to keep that policy in full force and effect; and

6.9.2 (if the Security Agent (as security trustee for the Secured Parties) so requires) produce to, or deposit with, the Security Agent the receipts for all premiums and other payments necessary for effecting and keeping up each insurance policy maintained by it in accordance with clause 6.8.1.

6.10 **No invalidation of insurance**

The Borrower shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any insurance policy maintained by it in accordance with clause 6.8.1.

6.11 **Proceeds of insurance policies**

All monies received or receivable by the Borrower under any insurance policy maintained by it in accordance with clause 6.8.1 (including all monies received or receivable by it under any Insurance Policy) at any time (whether or not the security constituted by this deed has become enforceable) shall:

6.11.1 immediately be paid to the Security Agent (as security trustee for the Secured Parties);

6.11.2 if they are not paid directly to the Security Agent by the insurers, be held by the Borrower as trustee of the same for the benefit of the Security Agent (and the Borrower shall account for them to the Security Agent); and

6.11.3 at the option of the Security Agent, be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or in, or towards, discharge or reduction of the Secured Liabilities.

6.12 **Information**

The Borrower shall:

6.12.1 give the Security Agent (as security trustee for the Secured Parties) such information concerning the location, condition, use and operation of the Secured Assets as the Security Agent may require;

6.12.2 permit any persons designated by the Security Agent (as security trustee for the Secured Parties) and any Receiver to enter on its premises and inspect and examine any Secured Asset, and the records relating to that Secured Asset, at all reasonable times and on reasonable prior notice; and

6.12.3 promptly notify the Security Agent (as security trustee for the Secured Parties) in writing of any action, claim, notice or demand made by or against it in connection with all or any part of a Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim, notice or demand, together with, in each case, the Borrower's proposals for settling, liquidating, compounding or contesting any such action, claim, notice or demand and shall, subject to the Security Agent's prior approval, implement those proposals at its own expense.

6.13 **Payment of outgoings**

The Borrower shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Secured Assets and, on demand, produce evidence of payment to the Security Agent (as security trustee for the Secured Parties).

6.14 **Appointment of accountants**

6.14.1 The Borrower shall:

6.14.1.1 at its own cost, if at any time so required by the Security Agent (as security trustee for the Secured Parties), appoint an accountant or firm of accountants nominated by the Security Agent (as security trustee for the Secured Parties) to investigate the financial affairs of the Borrower and those of its subsidiaries and report to the Security Agent; and

6.14.1.2 co-operate fully with any accountants so appointed and immediately provide those accountants with all information requested.

6.14.2 The Borrower authorises the Security Agent (as security trustee for the Secured Parties) to make an appointment as it shall think fit at any time, without further authority from the Borrower. In every case, the Borrower shall pay, or reimburse the Security Agent for, the fees and expenses of those accountants.

7 **PROPERTY COVENANTS**

7.1 **Maintenance**

The Borrower shall keep all buildings and all fixtures on each Property in good and substantial repair and condition.

7.2 **Preservation of Property, fixtures and Equipment**

The Borrower shall not, without the prior written consent of the Security Agent (as security trustee for the Secured Parties):

7.2.1 pull down or remove the whole, or any part of, any building forming part of any Property or permit the same to occur;

7.2.2 make or permit any material alterations to any Property, or sever or remove, or permit to be severed or removed, any of its fixtures; or

7.2.3 remove or make any material alterations to any of the Equipment belonging to, or in use by, the Borrower on any Property (except to effect necessary repairs or replace them with new or improved models or substitutes).

7.3 **Conduct of business on Properties**

The Borrower shall carry on its trade and business on those parts (if any) of the Properties as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in that trade or business.

7.4 **Planning information**

The Borrower shall:

7.4.1 give full particulars to the Security Agent (as security trustee for the Secured Parties) of any notice, order, direction, designation, resolution or proposal given or made by any planning authority or other public body or authority (Planning Notice) that specifically applies to any Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Planning Notice; and

7.4.2 at its own expense, immediately on request by the Security Agent (as security trustee for the Secured Parties), and at the cost of the Borrower, take all reasonable and necessary steps to comply with any Planning Notice, and make, or join with the Security Agent in making, any objections or representations in respect of that Planning Notice that the Security Agent may desire.

7.5 **Compliance with covenants and payment of rent**

The Borrower shall:

7.5.1 observe and perform all covenants, stipulations and conditions to which each Property, or the use of it, is or may be subjected, and (if the Security Agent (as security trustee for the Secured Parties) so requires) produce evidence sufficient to satisfy the Security Agent that those covenants, stipulations and conditions have been observed and performed;

7.5.2 diligently enforce all covenants, stipulations and conditions benefiting each Property and shall not (and shall not agree to) waive, release or vary any of the same; and

7.5.3 (without prejudice to the generality of the foregoing) where a Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time, and perform and observe all the tenant's covenants and conditions.

7.6 **Payment of rent and outgoings**

The Borrower shall:

7.6.1 where a Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time; and

7.6.2 pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on each Property or on its occupier.

7.7 **Maintenance of interests in Properties**

The Borrower shall not, without the prior written consent of the Security Agent (as security trustee for the Secured Parties):

7.7.1 grant, or agree to grant, any licence or tenancy affecting the whole or any part of any Property, or exercise, or agree to exercise, the statutory powers of leasing or of accepting surrenders under sections 99 or 100 of the Law of Property Act 1925; or

7.7.2 in any other way dispose of, surrender or create, or agree to dispose of surrender or create, any legal or equitable estate or interest in the whole or any part of any Property.

7.8 **Registration restrictions**

If the title to any Property is not registered at the Land Registry, the Borrower shall procure that no person (other than itself) shall be registered under the Land Registration Acts 1925 to 2002 as proprietor of all or any part of any Property without the prior written consent of the Security Agent (as security trustee for the Secured Parties). The Borrower shall be liable for the costs and expenses of the Security Agent in lodging cautions against the registration of the title to the whole or any part of any Property from time to time.

7.9 **Development restrictions**

The Borrower shall not, without the prior written consent of the Security Agent (as security trustee for the Secured Parties):

7.9.1 make or, insofar as it is able, permit others to make any application for planning permission or development consent in respect of the Property; or

7.9.2 carry out, or permit, or suffer to be carried out on any Property any development as defined in the Town and Country Planning Act 1990 and the Planning Act 2008, or change or permit or suffer to be changed the use of any Property.

7.10 **Environment**

The Borrower shall:

7.10.1 comply with all the requirements of Environmental Law both in the conduct of its general business and in the management, possession or occupation of each Property; and

7.10.2 obtain and comply with all authorisations, permits and other types of licences necessary under Environmental Law.

7.11 **No restrictive obligations**

The Borrower shall not, without the prior written consent of the Security Agent (as security trustee for the Secured Parties), enter into any onerous or restrictive obligations affecting the whole or any part of any Property, or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of any Property.

7.12 **Proprietary rights**

The Borrower shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of any Property without the prior written consent of the Security Agent (as security trustee for the Secured Parties).

7.13 **Inspection**

The Borrower shall permit the Security Agent (as security trustee for the Secured Parties), any Receiver and any person appointed by either of them to enter on and inspect any Property on reasonable prior notice.

7.14 **Property information**

The Borrower shall inform the Security Agent (as security trustee for the Secured Parties)promptly of any acquisition by the Borrower of, or contract made by the Borrower to acquire, any freehold, leasehold or other interest in any property.

7.15 **VAT option to tax**

The Borrower shall not, without the prior written consent of the Security Agent (as security trustee for the Secured Parties):

7.15.1 exercise any VAT option to tax in relation to any Property; or

7.15.2 revoke any VAT option to tax exercised, and disclosed to the Security Agent, before the date of this deed.

7.16 **Registration at the Land Registry**

The Borrower consents to an application being made by the Security Agent (as security trustee for the Secured Parties) to the Land Registrar for the following restriction in Form P to be registered against its title to each 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 [DATE] in favour of [NAME OF PARTY] referred to in the charges register [or [their conveyancer or specify appropriate details."

8 **INVESTMENTS COVENANTS**

8.1 **Deposit of title documents**

8.1.1 The Borrower shall:

8.1.1.1 on the execution of this deed, deliver to the Security Agent (as security trustee for the Secured Parties), or as the Security Agent may direct, all stock or share certificates and other documents of title or evidence of ownership relating to any Investments owned by the Borrower at that time; and

8.1.1.2 on the purchase or acquisition by it of Investments after the date of this deed, deposit with the Security Agent, or as the Security Agent (as security trustee for the Secured Parties) may direct, all stock or share certificates and other documents of title or evidence of ownership relating to those Investments.

8.1.2 At the same time as depositing documents with the Security Agent, or as the Security Agent may direct, in accordance with clause 8.1.1, the Borrower shall also deposit with the Security Agent, or as the Security Agent may direct:

8.1.2.1 all stock transfer forms relating to the relevant Investments duly completed and executed by or on behalf of the Borrower, but with the name of the transferee, the consideration and the date left blank; and

8.1.2.2 any other documents (in each case duly completed and executed by or on behalf of the Borrower) that the Security Agent may request to enable it or any of its nominees, or any purchaser or transferee, to be registered as the owner of, or otherwise obtain a legal title to, or to perfect its security interest in any of the relevant Investments,

so that the Security Agent may, at any time and without notice to the Borrower, complete and present those stock transfer forms and other documents to the issuer of the Investments for registration.

8.2 **Nominations**

8.2.1 The Borrower shall terminate with immediate effect all nominations it may have made (including, without limitation, any nomination made under section 145 or section 146 of the Companies Act 2006) in respect of any Investments and, pending that termination, procure that any person so nominated:

8.2.1.1 does not exercise any rights in respect of any Investments without the prior written approval of the Security Agent (as security trustee for the Secured Parties); and

8.2.1.2 immediately on receipt by it, forward to the Security Agent (as security trustee for the Secured Parties) all communications or other information received by it in respect of any Investments for which it has been so nominated.

8.2.2 The Borrower shall not, during the Security Period, exercise any rights (including, without limitation, any rights under sections 145 and 146 of the Companies Act 2006) to nominate any person in respect of any of the Investments.

8.3 **Pre-emption rights and restrictions on transfer**

8.3.1 The Borrower shall:

8.3.1.1 obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association (or otherwise) of an issuer of any Investments, for the transfer of the Investments to the Security Agent (as security trustee for the Secured Parties) or its nominee, or to a purchaser on enforcement of the security constituted by this deed; and

8.3.1.2 procure the amendment of the share transfer provisions (including, but not limited to, deletion of any pre-emption provisions) under the articles of association, other constitutional document or otherwise of each issuer of the Investments in any manner that the Security Agent (as security trustee for the Secured Parties) may require in order to permit the transfer of the Investments to the Security Agent or its nominee, or to a purchaser on enforcement of the security constituted by this deed.

8.4 **Dividends and voting rights before enforcement**

8.4.1 Before the security constituted by this deed becomes enforceable, the Borrower may retain and apply for its own use all dividends, interest and other monies paid or payable in respect of the Investments and, if any are paid or payable to the Security Agent (as security trustee for the Secured Parties) or any of its nominees, the Security Agent will hold all those dividends, interest and other monies received by it for the Borrower and will pay them to the Borrower promptly on request.

8.4.2 Before the security constituted by this deed becomes enforceable, the Borrower may exercise all voting and other rights and powers in respect of the Investments or, if any of the same are exercisable by the Security Agent (as security trustee for the Secured Parties) of any of its nominees, to direct in writing the exercise of those voting and other rights and powers provided that:

8.4.2.1 it shall not do so in any way that would breach any provision of the Facilities Agreement or this deed or for any purpose inconsistent with the Facilities Agreement or this deed; and

8.4.2.2 the exercise of, or the failure to exercise, those voting rights or other rights and powers would not, in the Security Agent's (as security trustee for the Secured Parties) opinion, have an adverse effect on the value of the Investments or otherwise prejudice the Security Agent's (as security trustee for the Secured Parties) security under this deed.

8.4.3 The Borrower shall indemnify the Security Agent (as security trustee for the Secured Parties) against any loss or liability incurred by the Security Agent (or its nominee) as a consequence of the Security Agent (as security trustee for the Secured Parties) (or its nominee) acting in respect of the Investments at the direction of the Borrower.

8.4.4 The Security Agent (as security trustee for the Secured Parties) shall not, by exercising or not exercising any voting rights or otherwise, be construed as permitting or agreeing to any variation or other change in the rights attaching to or conferred by any of the Investments that the Security Agent considers prejudicial to, or impairing the value of, the security created by this deed.

8.5 **Dividends and voting rights after enforcement**

After the security constituted by this deed has become enforceable:

8.5.1 all dividends and other distributions paid in respect of the Investments and received by the Borrower shall be held by the Borrower on trust for the Security Agent (as security trustee for the Secured Parties) and immediately paid into a Designated Account or, if received by the Security Agent, shall be retained by the Security Agent; and

8.5.2 all voting and other rights and powers attaching to the Investments shall be exercised by, or at the direction of, the Security Agent (as security trustee for the Secured Parties) and the Borrower shall, and shall procure that its nominees shall, comply with any directions the Security Agent may give, in its absolute discretion, concerning the exercise of those rights and powers.

8.6 **Calls on Investments**

Notwithstanding the security created by this deed, the Borrower shall promptly pay all calls, instalments and other payments that may be or become due and payable in respect of all or any of the Investments. The Borrower acknowledges that the Security Agent (as security trustee for the Secured Parties) shall not be under any liability in respect of any such calls, instalments or other payments.

8.7 **No alteration of constitutional documents or rights attaching to Investments**

The Borrower shall not, without the prior written consent of the Security Agent (as security trustee for the Secured Parties), amend, or agree to the amendment of:

8.7.1 the memorandum or articles of association, or any other constitutional documents, of any issuer of the Investments that is not a public company; or

8.7.2 the rights or liabilities attaching to, or conferred by, all or any of the Investments.

8.8 **Preservation of Investments**

The Borrower shall ensure (as far as it is able to by the exercise of all voting rights, powers of control and other means available to it) that any issuer of the Investments that is not a public company shall not:

8.8.1 consolidate or subdivide any of the Investments, or re-organise, exchange, repay or reduce its share capital in any way;

8.8.2 issue any new shares or stock; or

8.8.3 refuse to register any transfer of any of the Investments that may be lodged with it for registration by, or on behalf of, the Security Agent (as security trustee for the Secured Parties) or the Borrower in accordance with this deed.

8.9 **Investments information**

The Borrower shall, promptly following receipt, send to the Security Agent (as security trustee for the Secured Parties) copies of any notice, circular, report, accounts and any other document received by it that relates to the Investments.

9 **EQUIPMENT COVENANTS**

9.1 **Maintenance of Equipment**

The Borrower shall:

9.1.1 maintain the Equipment in good and serviceable condition (except for expected fair wear and tear) in compliance with all relevant manuals, handbooks, manufacturer's instructions and recommendations and maintenance or servicing schedules;

9.1.2 at its own expense, renew and replace any parts of the Equipment when they become obsolete, worn out or damaged with parts of a similar quality and of equal or greater value; and

9.1.3 not permit any Equipment to be:

9.1.3.1 used or handled other than by properly qualified and trained persons; or

9.1.3.2 overloaded or used for any purpose for which it is not designed or reasonably suitable.

9.2 **Payment of Equipment taxes**

The Borrower shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Equipment and, on demand, produce evidence of such payment to the Security Agent (as security trustee for the Secured Parties).

9.3 **Notice of charge**

The Borrower:

9.3.1 shall, if so requested by the Security Agent (as security trustee for the Secured Parties), affix to and maintain on each item of Equipment in a conspicuous place, a clearly legible identification plate containing the following wording:

"NOTICE OF CHARGE

This [DESCRIBE ITEM] and all additions to it and ancillary equipment are subject to a fixed charge dated [DATE] in favour of [the Security Agent (as security trustee for the Secured Parties)]."

9.3.2 shall not, and shall not permit any person to, conceal, obscure, alter or remove any plate affixed in accordance with clause 9.3.1.

10 **BOOK DEBTS COVENANTS**

10.1 **Realising Book Debts**

10.1.1 The Borrower shall as an agent for the Security Agent (as security trustee for the Secured Parties), collect in and realise all Book Debts, pay the proceeds into a Designated Account immediately on receipt and, pending that payment, hold those proceeds in trust for the Security Agent (as security trustee for the Secured Parties);

10.1.2 The Borrower shall not, without the prior written consent of the Security Agent (as security trustee for the Secured Parties), withdraw any amounts standing to the credit of any Designated Account; and

10.1.3 The Borrower shall, if called on to do so by the Security Agent (as security trustee for the Secured Parties), execute a legal assignment of the Book Debts to the Security Agent (as security trustee for the Secured Parties) on such terms as the Security Agent may require and give notice of that assignment to the debtors from whom the Book Debts are due, owing or incurred.

10.2 **Preservation of Book Debts**

The Borrower shall not (except as provided by clause 10.1 or with the prior written consent of the Security Agent (as security trustee for the Secured Parties)) release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts.

11 AGREEMENTS COVENANTS

11.1 Agreements

11.1.1 The Borrower shall, unless the Security Agent (as security trustee for the Secured Parties) agrees otherwise in writing, comply with the terms of any agreement or arrangement comprising the Secured Assets (other than the Insurance Policies).

11.1.2 The Borrower shall not, unless the Security Agent (as security trustee for the Secured Parties) agrees otherwise in writing:

11.1.2.1 amend or vary or agree to any change in, or waive any requirement of;

11.1.2.2 settle, compromise, terminate, rescind or discharge (except by performance); or

11.1.2.3 abandon, waive, dismiss, release or discharge any action, claim or proceedings against any counterparty to any agreement or other person in connection with,

any document, agreement or arrangement comprising the Secured Assets (other than the Insurance Policies).

12 INTELLECTUAL PROPERTY COVENANTS

12.1 Preservation of rights

The Borrower shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation) by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings.

12.2 Registration of Intellectual Property

The Borrower shall use all reasonable efforts to register applications for the registration of any Intellectual Property, and shall keep the Security Agent (as security trustee for the Secured Parties) informed of all matters relating to each such registration.

12.3 Maintenance of Intellectual Property

The Borrower shall not permit any Intellectual Property to be abandoned, cancelled or to lapse.

13 POWERS OF THE SECURITY AGENT

13.1 Power to remedy

13.1.1 The Security Agent (as security trustee for the Secured Parties) shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this deed.

13.1.2 The Borrower irrevocably authorises the Security Agent (as security trustee for the Secured Parties) and its agents to do all things that are necessary or desirable for that purpose.

13.1.3 Any monies expended by the Security Agent (as security trustee for the Secured Parties) in remedying a breach by the Borrower of its obligations contained in this deed shall be reimbursed by the Borrower to the Security Agent on a full indemnity basis and shall carry interest in accordance with clause 20.1.

13.2 **Exercise of rights**

13.2.1 The rights of the Security Agent (as security trustee for the Secured Parties) under clause 13.1 are without prejudice to any other rights of the Security Agent under this deed.

13.2.2 The exercise of any rights of the Security Agent (as security trustee for the Secured Parties) under this deed shall not make the Security Agent liable to account as a mortgagee in possession.

13.3 **Power to dispose of chattels**

13.3.1 At any time after the security constituted by this deed has become enforceable, the Security Agent (as security trustee for the Secured Parties) or any Receiver may, as agent for the Borrower, dispose of any chattels or produce found on any Property.

13.3.2 Without prejudice to any obligation to account for the proceeds of any disposal made under clause 13.3.1, the Borrower shall indemnify the Security Agent (as security trustee for the Secured Parties) and any Receiver against any liability arising from any disposal made under clause 13.3.1.

13.4 **Security agent has Receiver's powers**

To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Security Agent (as security trustee for the Secured Parties) in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

13.5 **Conversion of currency**

13.5.1 For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Security Agent (as security trustee for the Secured Parties) may convert any monies received, recovered or realised by it under this deed (including the proceeds of any previous conversion under this clause 13.5) from their existing currencies of denomination into any other currencies of denomination that the Security Agent (as security trustee for the Secured Parties) may think fit.

13.5.2 Any such conversion shall be effected at the Bank of England's then prevailing spot selling rate of exchange for such other currency against the existing currency.

13.5.3 Each reference in this clause 13.5 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

13.6 **New accounts**

13.6.1 If the Security Agent (as security trustee for the Secured Parties) receives, or is deemed to have received, notice of any subsequent Security, or other interest, affecting all or part of the Secured Assets, the Security Agent (as security trustee for the Secured Parties) may open a new account for the Borrower in the Security Agent's books. Without prejudice to the Security Agent's right to combine accounts, no money paid to the credit of the Borrower in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.

13.6.2 If the Security Agent does not open a new account immediately on receipt of the notice, or deemed notice, under clause 13.6.1, then, unless the Security Agent gives express written notice to the contrary to the Borrower, all payments made by the Borrower to the Security Agent shall be treated as having been credited to a new account of the Borrower and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Security Agent.

13.7 **Indulgence**

The Security Agent (as security trustee for the Secured Parties) may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this deed (whether or not any such person is jointly liable with the Borrower) in respect of any of the Secured Liabilities, or of any other security for them without prejudice either to this deed or to the liability of the Borrower for the Secured Liabilities.

13.8 **Appointment of an Administrator**

13.8.1 The Security Agent (as security trustee for the Secured Parties) may, without notice to the Borrower, appoint any one or more persons to be an Administrator of the Borrower pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this deed becomes enforceable.

13.8.2 Any appointment under this clause 13.8 shall:

13.8.2.1 be in writing signed by a duly authorised signatory of the Security Agent; and

13.8.2.2 take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.

13.8.3 The Security Agent (as security trustee for the Secured Parties) may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 13.8 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

13.9 **Further advances**

The Security Agent (as security trustee for the Secured Parties) covenants with the Borrower that it shall perform its obligations to make advances under the Facilities Agreement (including any obligation to make available further advances).

14 WHEN SECURITY BECOMES ENFORCEABLE

14.1 **Security becomes enforceable on Event of Default**

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

14.2 **Discretion**

After the security constituted by this deed has become enforceable, the Security Agent (as security trustee for the Secured Parties) 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 Secured Assets.

15 ENFORCEMENT OF SECURITY

15.1 **Enforcement powers**

15.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.

15.1.2 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause 14.1.

15.1.3 Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

15.2 **Extension of statutory powers of leasing**

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Security Agent (as security trustee for the Secured Parties) and any Receiver, at any time after the security constituted by this deed has become enforceable, whether in its own name or in that of the Borrower, to:

15.2.1 grant a lease or agreement to lease;

15.2.2 accept surrenders of leases; or

15.2.3 grant any option of the whole or any part of the Secured Assets with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Borrower, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Security Agent (as security trustee for the Secured Parties) or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

15.3 **Access on enforcement**

15.3.1 At any time after the Security Agent (as security trustee for the Secured Parties) has demanded payment of the Secured Liabilities or if the Borrower defaults in the performance of its obligations under this deed or the Facilities Agreement, the Borrower will allow the Security Agent (as security trustee for the Secured Parties) or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Secured Asset and for that purpose to enter on any premises where a Secured Asset is situated (or where the Security Agent (as security trustee for the Secured Parties) or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to the Borrower for, or by any reason of, that entry.

15.3.2 At all times, the Borrower must use its best endeavours to allow the Security Agent (as security trustee for the Secured Parties) or its Receiver access to any premises for the purpose of clause 15.3.1 (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

15.4 **Prior Security**

At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security having priority to this deed shall have become exercisable, the Security Agent (as security trustee for the Secured Parties) may:

15.4.1 redeem that or any other prior Security;

15.4.2 procure the transfer of that Security to it; and

15.4.3 settle and pass any account of the holder of any prior Security.

The settlement and passing of any such account passed shall, in the absence of any manifest error, be conclusive and binding on the Borrower. All monies paid by the Security Agent (as security trustee for the Secured Parties) to an encumbrancer in settlement of any of those accounts shall, as from its payment by the Security Agent (as security trustee for the Secured Parties), be due from the Borrower to the Security Agent (as security trustee for the Secured Parties) on current account and shall bear interest at the interest rate of interest specified in the Facilities Agreement and be secured as part of the Secured Liabilities.

15.5 **Protection of third parties**

No purchaser, mortgagee or other person dealing with the Security Agent (as security trustee for the Secured Parties), any Receiver or Delegate shall be concerned to enquire:

15.5.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;

15.5.2 whether any power the Security Agent (as security trustee for the Secured Parties), a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or

15.5.3 how any money paid to the Security Agent (as security trustee for the Secured Parties), any Receiver or any Delegate is to be applied.

15.6 **Privileges**

Each Receiver and the Security Agent (as security trustee for the Secured Parties) is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

15.7 **No liability as mortgagee in possession**

Neither the Security Agent (as security trustee for the Secured Parties), any Receiver, any Delegate nor any Administrator shall be liable, by reason of entering into possession of a Security Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Secured Assets for which a mortgagee in possession might be liable as such.

15.8 **Conclusive discharge to purchasers**

The receipt of the Security Agent (as security trustee for the Secured Parties), 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 Secured Assets or in making any acquisition in the exercise of their respective powers, the Security Agent, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

15.9 **Right of appropriation**

15.9.1 To the extent that:

15.9.1.1 the Secured Assets constitute Financial Collateral; and

15.9.1.2 this deed and the obligations of the Borrower under it constitute a Security Financial Collateral Arrangement,

the Security Agent (as security trustee for the Secured Parties) shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of those Secured Assets in or towards the payment or discharge of the Secured Liabilities in any order that the Security Agent (as security trustee for the Secured Parties) may, in its absolute discretion, determine.

15.9.2 The value of any Secured Assets appropriated in accordance with this clause shall be:

15.9.2.1 in the case of cash, the amount standing to the credit of each of the Borrower's accounts with any bank, financial institution or other person, together with all interest accrued but unposted, at the time the right of appropriation is exercised; and

15.9.2.2 in the case of Investments, the price of those Investments at the time the right of appropriation is exercised as listed on any recognised market index or determined by any other method that the Security Agent (as security trustee for the Secured Parties) may select (including independent valuation).

15.9.3 The Borrower agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

16 RECEIVER

16.1 Appointment

At any time after the security constituted by this deed has become enforceable, or at the request of the Borrower, the Security Agent (as security trustee for the Secured Parties) may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets.

16.2 Removal

The Security Agent (as security trustee for the Secured Parties) may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

16.3 Remuneration

The Security Agent (as security trustee for the Secured Parties) may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this deed, to the extent not otherwise discharged.

16.4 Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Security Agent (as security trustee for the Secured Parties) under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

16.5 Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by the Security Agent (as security trustee for the Secured Parties) despite any prior appointment in respect of all or any part of the Secured Assets.

16.6 Agent of the Borrower

Any Receiver appointed by the Security Agent (as security trustee for the Secured Parties) under this deed shall be the agent of the Borrower and the Borrower shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Borrower goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Security Agent (as security trustee for the Secured Parties).

17 POWERS OF RECEIVER

17.1 General

17.1.1 Any Receiver appointed by the Security Agent (as security trustee for the Secured Parties) under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 17.2 to clause 17.23.

17.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.

17.1.3 Any exercise by a Receiver of any of the powers given by clause 17 may be on behalf of the Borrower, the directors of the Borrower (in the case of the power contained in clause 17.16) or himself.

17.2 Repair and develop Properties

A Receiver may undertake or complete any works of repair, building or development on the Properties and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

17.3 Surrender leases

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting any Property and may grant any other interest or right over any Property on any terms, and subject to any conditions, that he thinks fit.

17.4 Employ personnel and advisers

A Receiver may provide services and employ or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he thinks fit. A Receiver may discharge any such person or any such person appointed by the Borrower.

17.5 Make VAT elections

A Receiver may make, exercise or revoke any value added tax option to tax as he thinks fit.

17.6 Remuneration

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) that the Security Agent (as security trustee for the Secured Parties) may prescribe or agree with him.

17.7 Realise Secured Assets

A Receiver may collect and get in the Secured Assets or any part of them in respect of which he is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights.

17.8 **Manage or reconstruct the Borrower's business**

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Borrower.

17.9 **Dispose of Secured Assets**

A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which he is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.

17.10 **Sever fixtures and fittings**

A Receiver may sever and sell separately any fixtures or fittings from any Property without the consent of the Borrower.

17.11 **Sell Book Debts**

A Receiver may sell and assign all or any of the Book Debts in respect of which he is appointed in any manner, and generally on any terms and conditions, that he thinks fit.

17.12 **Valid receipts**

A Receiver may give valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.

17.13 **Make settlements**

A Receiver may make any arrangement, settlement or compromise between the Borrower and any other person that he may think expedient.

17.14 **Bring proceedings**

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as he thinks fit.

17.15 **Improve the Equipment**

A Receiver may make substitutions of, or improvements to, the Equipment as he may think expedient.

17.16 **Make calls on Borrower members**

A Receiver may make calls conditionally or unconditionally on the members of the Borrower in respect of uncalled capital with (for that purpose and for the purpose of enforcing payments of any calls so made) the same powers as are conferred by the articles of association of the Borrower on its directors in respect of calls authorised to be made by them.

17.17 **Insure**

A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 20, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Borrower under this deed.

17.18 **Powers under the LPA 1925**

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925, and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

17.19 **Borrow**

A Receiver may, for any of the purposes authorised by this clause 17, raise money by borrowing from the Security Agent (as security trustee for the Secured Parties) (or from any other person) either unsecured or on the security of all or any of the Secured Assets in respect of which he is appointed on any terms that he thinks fit (including, if the Security Agent (as security trustee for the Secured Parties) consents, terms under which that security ranks in priority to this deed).

17.20 **Redeem prior Security**

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Borrower, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

17.21 **Delegation**

A Receiver may delegate his powers in accordance with this deed.

17.22 **Absolute beneficial owner**

A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights he would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Secured Assets or any part of the Secured Assets.

17.23 **Incidental powers**

A Receiver may do any other acts and things that he:

17.23.1 may consider desirable or necessary for realising any of the Secured Assets;

17.23.2 may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or

17.23.3 lawfully may or can do as agent for the Borrower.

18 DELEGATION

18.1 Delegation

The Security Agent (as security trustee for the Secured Parties) or 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 granted under clause 22.1).

18.2 Terms

The Security Agent (as security trustee for the Secured Parties) and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

18.3 Liability

Neither the Security Agent (as security trustee for the Secured Parties) nor any Receiver shall be in any way liable or responsible to the Borrower for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

19 APPLICATION OF PROCEEDS

19.1 Order of application of proceeds

All monies received by the Security Agent (as security trustee for the Secured Parties), a Receiver or a Delegate pursuant to this deed, after the security constituted by this deed has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

19.1.1 in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Security Agent (as security trustee for the Secured Parties) (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed, and of all remuneration due to any Receiver under or in connection with this deed;

19.1.2 in or towards payment of or provision for the Secured Liabilities in any order and manner that the Security Agent (as security trustee for the Secured Parties) determines; and

19.1.3 in payment of the surplus (if any) to the Borrower or other person entitled to it.

19.2 Appropriation

Neither the Security Agent (as security trustee for the Secured Parties), any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

19.3 Suspense account

All monies received by the Security Agent (as security trustee for the Secured Parties), a Receiver or a Delegate under this deed:

19.3.1 may, at the discretion of the Security Agent (as security trustee for the Secured Parties), Receiver or Delegate, be credited to any suspense or securities realised account;

19.3.2 shall bear interest, if any, at the rate agreed in writing between the Security Agent (as security trustee for the Secured Parties) and the Borrower; and

19.3.3 may be held in that account for so long as the Security Agent (as security trustee for the Secured Parties), Receiver or Delegate thinks fit.

20 COSTS AND INDEMNITY

20.1 Costs

The Borrower shall, within five Business Days of demand, pay to, or reimburse, the Security Agent (as security trustee for the Secured Parties) 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 Agent (as security trustee for the Secured Parties), any Receiver or any Delegate in connection with:

20.1.1 this deed or the Secured Assets;

20.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Security Agent's (as security trustee for the Secured Parties), a Receiver's or a Delegate's rights under this deed; or

20.1.3 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 or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding up or administration of the Borrower) at the rate and in the manner specified in the Facilities Agreement.

20.2 Indemnity

The Borrower shall indemnify the Security Agent (as security trustee for the Secured Parties), 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:

20.2.1 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 Secured Assets;

20.2.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or

20.2.3 any default or delay by the Borrower in performing any of its obligations under this deed.

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.

21 FURTHER ASSURANCE

21.1 Further assurance

The Borrower shall, at its own expense, take whatever action the Security Agent (as security trustee for the Secured Parties) or any Receiver may reasonably require for:

21.1.1 creating, perfecting or protecting the security intended to be created by this deed;

21.1.2 facilitating the realisation of any Secured Asset; or

21.1.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Security Agent (as security trustee for the Secured Parties) or any Receiver in respect of any Secured Asset,

including, without limitation (if the Security Agent (as security trustee for the Secured Parties) or Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Security Agent (as security trustee for the Secured Parties) or to its nominee) and the giving of any notice, order or direction and the making of any registration.

22 POWER OF ATTORNEY

22.1 Appointment of attorneys

By way of security, the Borrower irrevocably appoints the Security Agent (as security trustee for the Secured Parties), every Receiver and every Delegate separately to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

22.1.1 the Borrower is required to execute and do under this deed; or

22.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Security Agent (as security trustee for the Secured Parties), any Receiver or any Delegate.

22.2 Ratification of acts of attorneys

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 22.1.

23 RELEASE

Subject to clause 30.3, on the expiry of the Security Period (but not otherwise), the Security Agent (as security trustee for the Secured Parties) shall, at the request and cost of the Borrower, take whatever action is necessary to:

23.1.1 release the Secured Assets from the security constituted by this deed; and

23.1.2 reassign the Secured Assets to the Borrower.

24 ASSIGNMENT AND TRANSFER

24.1 Assignment by the Security Agent (as security trustee for the Secured Parties)

24.1.1 At any time, without the consent of the Borrower, the Security Agent (as security trustee for the Secured Parties) may assign or transfer any or all of its rights and obligations under this deed.

24.1.2 The Security Agent (as security trustee for the Secured Parties) may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Borrower, the Secured Assets and this deed that the Security Agent considers appropriate.

24.2 Assignment by Borrower

The Borrower may not assign any of its rights, or transfer any of its rights or obligations, under this deed.

25 SET-OFF

25.1 Security Agent's right of set-off

The Security Agent (as security trustee for the Secured Parties) may at any time set off any liability of the Borrower to the Security Agent (as security trustee for the Secured Parties) against any liability of the Security Agent to the Borrower, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. If the liabilities to be set off are expressed in different currencies, the Security Agent may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Security Agent of its rights under this clause 25 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

25.2 No obligation to set off

The Security Agent (as security trustee for the Secured Parties) is not obliged to exercise its rights under clause 25.1. If, however, it does exercise those rights it must promptly notify the Borrower of the set-off that has been made.

25.3 Exclusion of Borrower's right of set-off

All payments made by the Borrower to the Security Agent (as security trustee for the Secured Parties) under this deed shall be made without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

26 AMENDMENTS, WAIVERS AND CONSENTS

26.1 Amendments

No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

26.2 Waivers and consents

26.2.1 A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

26.2.2 A failure to exercise, or a delay in exercising, any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Security Agent (as security trustee for the Secured Parties) shall be effective unless it is in writing.

26.3 Rights and remedies

The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

27 SEVERANCE

27.1 Severance

If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this deed.

28 COUNTERPARTS

28.1 Counterparts

28.1.1 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

28.1.2 Transmission of an executed counterpart of this deed (but for the avoidance of doubt not just a signature page) or the executed signature page of a counterpart of this deed by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this deed. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

28.1.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

29 THIRD PARTY RIGHTS

29.1 Third party rights

29.1.1 Except as provided in this deed, a person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

29.1.2 The rights of the parties to rescind or agree any amendment or waiver under this deed are not subject to the consent of any other person.

30 FURTHER PROVISIONS

30.1 Independent security

The security constituted by this deed shall be in addition to, and independent of, any other security or guarantee that the Security Agent (as security trustee for the Secured Parties) may hold for any of the Secured Liabilities at any time. No prior security held by the Security Agent (as security trustee for the Secured Parties) over the whole or any part of the Secured Assets shall merge in the security created by this deed.

30.2 Continuing security

The security constituted by this deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Security Agent (as security trustee for the Secured Parties) discharges this deed in writing.

30.3 Discharge conditional

Any release, discharge or settlement between the Borrower and the Security Agent (as security trustee for the Secured Parties) shall be deemed conditional on no payment or security received by the Security Agent in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

30.3.1 the Security Agent (as security trustee for the Secured Parties) or its nominee may retain this deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Security Agent deems necessary to provide the Security Agent with security against any such avoidance, reduction or order for refund; and

30.3.2 the Security Agent may recover the value or amount of such security or payment from the Borrower subsequently as if the release, discharge or settlement had not occurred.

30.4 Certificates

A certificate or determination by the Security Agent (as security trustee for the Secured Parties) as to any amount for the time being due to it from the Borrower under this deed and the Facilities Agreement shall be, in the absence of any manifest error, conclusive evidence of the amount due.

30.5 Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed.

30.6 **Small company moratorium**

Notwithstanding anything to the contrary in this deed, neither the obtaining of a moratorium by the Borrower under schedule A1 to the Insolvency Act 1986 nor the doing of anything by the Borrower with a view to obtaining such a moratorium (including any preliminary decision or investigation) shall be, or be construed as:

30.6.1 an event under this deed which causes any floating charge created by this deed to crystallise;

30.6.2 an event under this deed which causes any restriction which would not otherwise apply to be imposed on the disposal of any property by the Borrower; or

30.6.3 a ground under this deed for the appointment of a Receiver.

31 **NOTICES**

31.1 **Delivery**

Each notice or other communication required to be given to a party under or in connection with this deed shall be:

31.1.1 in writing;

31.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and

31.1.3 sent to:

31.1.3.1 the Borrower at:

6 Spectrum House, 32-34 Gordon House Road, London NW5 1LP

Email: jared@weswap.com

Attention: Jared Jesner

31.1.3.2 the Security Agent (as security trustee for the Secured Parties) at:

IW Capital Limited, 42 Bruton Place, London, W1J 6PA

Email: aeaprem@aol.com

Attention: Alan Armstrong

or to any other address or fax number as is notified in writing by one party to the other from time to time.

31.2 **Receipt by Borrower**

Any notice or other communication that the Security Agent (as security trustee for the Secured Parties) gives to the Borrower shall be deemed to have been received:

31.2.1 if delivered by hand, at the time it is left at the relevant address;

31.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and

31.2.3 if sent by email, at the time of transmission.

A notice or other communication given as described in clause 31.2.1 or clause 31.2.3 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

31.3 **Receipt by Security Agent**

Any notice or other communication given to the Security Agent (as security trustee for the Secured Parties) shall be deemed to have been received only on actual receipt.

31.4 **Service of proceedings**

This clause 31does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

31.5 **No notice by email**

A notice or other communication given under or in connection with this deed is not valid if sent by email.

32 SECURITY AGENT AND TRUST PROVISIONS

32.1 The Security Agent shall hold the security constituted by this Debenture and the benefit of all related rights on trust for the Secured Parties in accordance with their respective rights under the Finance Documents and the security trust provisions set out in the Security Trust Deed.

32.2 The Security Agent shall, as against the Borrower, be entitled to enforce, in its capacity as Security Agent, any consent, undertaking or request given by the Borrower to, or for the benefit of, the Secured Parties under this Debenture, and the Borrower shall not be concerned as to the arrangements between the Security Agent and the Secured Parties in relation to it.

33 GOVERNING LAW AND JURISDICTION

33.1 **Governing law**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

33.2 **Jurisdiction**

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Security Agent (as security trustee for the Secured Parties) to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a DEED and DELIVERED by)
WESWAP.COM LIMITED acting by one)
director in the presence of:

.....

DIRECTOR

Witness Signature: .....

Witness Name: .....

Witness Address: .....

.....

.....

EXECUTED as a DEED and DELIVERED by **IW**)
CAPITAL (SECURITY TRUSTEE) LIMITED)
as security trustee for the Secured Parties
acting by one director in the presence of:

DIRECTOR

Witness Signature: .....

Witness Name: **Tariq Attia**.....

Witness Address: 42 Bruton Place , London WIJ 6PA

.....

.....

EXECUTED as a DEED and DELIVERED by)
WESWAP.COM LIMITED acting by one)
director in the presence of:

.....
DIRECTOR MATTHEW HOLLAND

Witness Signature: .....
Witness Name: MARIA VENKATESS
Witness Address: 52 SHOREDITCH HSE.
CHARLES SQ
LONDON N1 6HL

EXECUTED as a DEED and DELIVERED by **IW**)
CAPITAL (SECURITY TRUSTEE) LIMITED)
as security trustee for the Secured Parties
acting by one director in the presence of:

.....
DIRECTOR

Witness Signature: .....
Witness Name: .....
Witness Address: .....
.....
.....