



Registration of a Charge

Company name: **ISG SOUTH LIMITED**

Company number: **07276092**

Received for Electronic Filing: **01/11/2017**



X6IAFHP7

Details of Charge

Date of creation: **27/10/2017**

Charge code: **0727 6092 0004**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC**

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: **WE CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

OSBORNE CLARKE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7276092

Charge code: 0727 6092 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th October 2017 and created by ISG SOUTH LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st November 2017 .

Given at Companies House, Cardiff on 3rd November 2017

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated this 1 November 2017

Signed 

Osborne Clarke LLP

2 Temple Back East

Temple Quay, Bristol

BS1 6EG

DEBENTURE

dated 27 October 2017

ISG Central Services Limited and certain of its subsidiaries

as Chargors

and

THE ROYAL BANK OF SCOTLAND PLC

as Lender

OSBORNE CLARKE

CONTENTS

CLAUSE	PAGE
1. Definitions and interpretation	1
2. Covenant to pay	8
3. Interest	8
4. Security	8
5. Conversion of floating charge	11
6. Notices of Assignment and Charge	11
7. Exclusion of Assets from Security	12
8. Further assurance	12
9. Deposit of documents and title deeds	12
10. Bank Accounts and Book Debts	13
11. Dividends, voting rights and Nominees	13
12. Representations and warranties	15
13. General undertakings	15
14. Costs	18
15. Default	18
16. Statutory power of sale	19
17. Administrator	19
18. Receiver	19
19. Protection of third parties	24
20. No liability as mortgagee in possession	24
21. Delegation	24
22. Power of attorney	25
23. Cumulative and continuing security	25
24. Avoidance of payments	25
25. Prior charges	26
26. Opening a new account	26
27. Suspense account	26
28. Changes to the Parties	26
29. Currency	27
30. Set-off	27
31. Notices	27
32. Miscellaneous	28
33. HM Land Registry	29
34. Release	29
35. Governing law	29
Schedules	31
Schedule 1	31
The Chargors	31
Schedule 2	33
The Secured Assets	33
None at the date of this DebentureSchedule 3	36
Notice of Assignment	37
Schedule 4	39
Form of Accession Deed	39
Signatures	42

This Debenture is made as a deed on 27 October 2017

Between:

- (1) **ISG Central Services Limited** (Company Number: 02997684) whose registered office is at Aldgate House, 33 Aldgate High Street, London EC3N 1AG (the "**Company**");
- (2) **THE SUBSIDIARIES OF THE COMPANY** whose names, company numbers and registered offices are set out in Schedule 1 (the "**Original Chargors**", and each an "**Original Chargor**"); and
- (3) **THE ROYAL BANK OF SCOTLAND PLC** (the "**Lender**").

It is agreed as follows:

1. **Definitions and interpretation**

1.1 **Definitions**

The following expressions shall have the following meanings when used in this Debenture:

"**2002 Act**" means the Land Registration Act 2002.

"**2003 Rules**" mean the Land Registration Rules to the Land Registration Act 2002.

"**Accession Deed**" means a document substantially in the form set out in Schedule 4 (*Form of Accession Deed*).

"**Accounting Principles**" means generally accepted accounting principles in the United Kingdom, including IFRS.

"**Assets**" mean the whole of the property or undertaking (including uncalled share capital) which is or may from time to time be comprised in the property and undertaking of each of the Chargors.

"**Assigned Asset**" means an asset for the time being comprised within an assignment created by Clause 4 (*Security*), or (with effect from the date of its creation) any assignment created pursuant to an Accession Deed or a Supplemental Debenture or pursuant to Clause 7 (*Further Assurance*).

"**Assigned Contract**" means each contract specified in Part 4 of Schedule 2, and (with effect from the date of the relevant Accession Deed or Supplemental Debenture) each contract specified as an Assigned Contract in an Accession Deed or a Supplemental Debenture.

"**Authorities**" mean all national and local governments, government departments, supranational bodies, local or public authorities, statutory undertakings, states or agencies.

"**Book Debts**" mean:

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Chargor; and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

"Book Debts Account" means such separate and denominated account or accounts with the Lender as may be specified in writing by the Lender for the purpose of receiving payment of the proceeds of realisation and collection of Book Debts.

"Cash Collateral Accounts" means the accounts specified as such in Part 3 of Schedule 2 to this Debenture, and (with effect from the date of the relevant Accession Deed or Supplemental Debenture) any accounts specified as Cash Collateral Accounts in an Accession Deed or a Supplemental Debenture.

"Charged Property" means all the assets of the Chargors which from time to time are, or are expressed to be, the subject of the Transaction Security including for the avoidance of doubt any Asset subject to an Exclusion.

"Chargors" means the Company, the Original Chargors and any other entity that has executed an Accession Deed in favour of the Lender unless it has ceased to be a Chargor.

"Contracts" mean all of each Chargor's rights, title, interest and benefit in and to any licence, consent, agreement or contract in respect of the whole or any part of the Charged Property to which such Chargor is a party from time to time.

"Debenture Security" means the Security constituted by this Debenture, any Accession Deed and any Supplemental Debenture.

"Default Interest" means the default rate of interest being 1.00% higher than the interest rate set out in a Facility Agreement.

"Derivative Assets" mean all stocks, shares, warrants or other securities, rights, dividends, interest or other property accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any Securities or any Derivative Assets previously described.

"Environment" means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:

- (a) air (including, without limitation, air within natural or man-made structures, whether above or below ground);
- (b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and
- (c) land (including, without limitation, land under water).

"Environmental Law" means any applicable law or regulation which relates to:

- (a) the pollution or protection of the Environment;
- (b) the conditions of the workplace; or
- (c) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste.

"Event of Default" has the meaning given to it in any Finance Document.

"Exclusion" means a legal, valid and binding restriction in respect of any asset held by any Chargor which either precludes absolutely the creation of Security over that asset or requires the prior consent of any third party (other than any other Chargor) to the creation of Security over that asset, breach of which restriction would materially impair or destroy property or other rights of that Chargor in relation to or in connection with that asset.

"Facility Agreement" means each agreement pursuant to which the Lender makes available facilities to the Chargors from time to time but excluding any bond facility agreements made available from time to time by the Lender to the Company or any of its subsidiaries including, for the avoidance of doubt, the bond facility agreement dated 15th November 2013 between the Company and the Lender.

"Finance Document" means each Facility Agreement, the Intercreditor Agreement, this Debenture and such other document as may be designated as a "Finance Document" by the Company and the Lender.

"Finance Lease" means any lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a finance or capital lease.

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

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

"Financial Indebtedness" means any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) any Finance Lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution of an underlying liability of an entity which is not a Subsidiary of the Company and where such liability would fall within one of the other paragraphs of this definition; and
- (i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in sub-clauses (a) to (h) above.

"Fixed Charge Asset" means an asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by Clause 4 (*Security*), or (with effect from the date of its creation) pursuant to an Accession Deed or a Supplemental Debenture or pursuant to Clause 7 (*Further Assurance*).

"Fixtures" mean all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by any Chargor and deemed by law to be immovable property other than tenant's fixtures.

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by a Chargor for the purpose of hedging liabilities and/or risks.

"Insolvency Act" means the Insolvency Act 1986 unless otherwise stated.

"Intellectual Property Rights" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Chargor now or in the future in, or relating to:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of each Chargor (which may now or in the future subsist).

"Intercreditor Agreement" means the deed of priority dated 30 March 2017 as amended on or about the date of this Debenture and entered into between certain Chargors, the Lender and BNP Paribas Commercial Finance Limited.

"Legal Reservations" means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under the Limitation Acts, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim; and
- (c) similar principles, rights and defences under the laws of any Relevant Jurisdiction.

"Limitation Acts" means the Limitation Act 1980 and the Foreign Limitation Periods Act 1984.

"LPA" means the Law of Property Act 1925.

"Material Adverse Effect" means a material adverse effect on:

- (a) the ability of the Chargors (taken as a whole) to perform their payment obligations under the Finance Documents and/or meet their financial covenants under any Finance Document; or
- (b) the validity or enforceability of, or the effectiveness or ranking of any Security granted or purporting to be granted pursuant to any of, the Finance Documents or the rights or remedies of the Lender under any of the Finance Documents.

"Nominees" mean any of the Lender, its agents, nominees and any other person holding the Securities and the Derivative Assets on behalf of the Lender from time to time.

"Perfection Requirements" means the making or procuring of the appropriate registrations, filings, endorsements, notarisation, stamping and/or notifications of this Debenture and / or the Security created under it or in order to achieve the relevant priority for such Security.

"Permitted Security" means:

- (a) any Security arising under this Debenture and any other Security in favour of the Lender from time to time;

- (b) the Security granted on or about 30 March 2017 in favour of BNP Paribas Commercial Finance Limited together with all additional or substituted Security as contemplated by the terms of the Intercreditor Agreement;
- (c) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any Chargor;
- (d) any netting or set-off arrangement entered into by any Chargor in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of the Chargors;
- (e) any payment or close out netting or set-off arrangement pursuant to any Treasury Transaction or foreign exchange transaction entered into by a Chargor with the prior written approval of the Lender, excluding any Security or Quasi-Security under a credit support arrangement;
- (f) any Security or Quasi-Security over or affecting any asset acquired by a Chargor after the date of this Debenture if:
 - (i) the Security or Quasi-Security was not created in contemplation of the acquisition of that asset by a Chargor;
 - (ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a Chargor; and
 - (iii) the Security or Quasi-Security is removed or discharged within three months of the date of acquisition of such asset;
- (g) any Security or Quasi-Security granted by any Chargor under any rent deposit deed;
- (h) any Security or Quasi-Security over or affecting any asset of any company which becomes a Chargor, where the Security or Quasi-Security is created prior to the date on which that company becomes a Chargor if:
 - (i) the Security or Quasi-Security was not created in contemplation of the acquisition of that company;
 - (ii) the principal amount secured has not increased in contemplation of or since the acquisition of that company; and
 - (iii) the Security or Quasi-Security is removed or discharged within three months of that company becoming a Chargor;
- (i) any Security or Quasi-Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a Chargor in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any Chargor;
- (j) any Security or Quasi-Security over bank accounts in favour of the account holding bank and granted as part of that financial institution's standard terms and conditions; or
- (k) any Security securing indebtedness the outstanding principal amount of which (when aggregated with the outstanding principal amount of any other indebtedness which has the benefit of Security given by any Chargor other than any permitted under paragraphs (a) to (k) above) does not exceed £3,000,000 (or its equivalent in any other currency or currencies).

"Permitted Transaction" means:

- (a) any disposal required, Financial Indebtedness incurred, guarantee, indemnity or Security or Quasi-Security given, or other transaction arising, under the Finance Documents; or
- (b) transactions (other than (i) any sale, lease, license, transfer or other disposal and (ii) the granting or creation of Security or the incurring or permitting to subsist of Financial Indebtedness) conducted in the ordinary course of trading on arm's length terms.

"Plant and Machinery" means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other similar assets (other than Fixtures), wherever they are situated, which are now, or at any time after the date of this Debenture become, the property of any Chargor.

"Property" means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all buildings and Fixtures on such property, and the benefit of all covenants given in respect of such property) which are now, or at any time after the date of this Debenture become, the property of a Chargor, but excluding any interest in land in Scotland, and **"Properties"** shall be construed accordingly.

"Quasi-Security" has the meaning given to that term in clause 13.1 (*Negative pledge*).

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

"Relevant Jurisdiction" means, in relation to a Chargor:

- (a) its jurisdiction of incorporation;
- (b) any jurisdiction where any asset subject to or intended to be subject to the Transaction Security to be created by it is situated;
- (c) any jurisdiction where it conducts its business; and
- (d) the jurisdiction whose laws govern the perfection of this Debenture.

"Rights" mean all of any Chargor's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of each Chargor's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right.

"Satisfied" means, in relation to an Exclusion, the legal, valid and binding satisfaction or removal of that Exclusion as a result of the granting of consent by, or the agreement of, all relevant third parties.

"Secured Liabilities" mean all money, debts, obligations and liabilities from time to time due, owing or incurred by the Obligors or any of them to the Lender or its assignee or successor on any current or other account whatever or otherwise in any manner whatever, in each case under each Finance Document (whether present or future, whether alone or jointly with any other person, whether actual or contingent, whether as principal or as surety, whether express or implied, in whatever name, form or style, in whatever currency it is denominated, whether originally owing to the Lender or its assignee or successor, or otherwise), but excluding any obligation which, if it were included, would result in this Debenture contravening Section 678 of the Companies Act 2006.

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

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

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

"Spot Rate of Exchange" means the Lender's spot rate of exchange for the purchase of the relevant currency with Sterling in the London foreign exchange market at or about 11.00 am on a particular day.

"Supplemental Debenture" means a supplemental debenture to this Debenture (in form and substance satisfactory to the Lender) creating further assignments, mortgages or charges over the Assets of any Chargor.

"Transaction Security" means the Security created or expressed to be created in favour of the Lender pursuant to this Debenture.

"Treasury Transactions" means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

1.2 **Construction**

- (a) Unless a contrary intention appears, Clause 1.2 (*Construction*) of the Facility Agreement applies to this Debenture, and shall be deemed to be incorporated into this Debenture, *mutatis mutandis*, as though set out in full in this Debenture, with any reference to "this Agreement" being deemed to be a reference to "this Debenture", subject to any other necessary changes.
- (b) Unless a contrary indication appears, any reference in this Debenture to:
 - (i) **"administrators"** are references to administrators appointed under the Insolvency Act, and include administrators appointed under the out-of-court procedure under the Insolvency Act;
 - (ii) the **"Chargor"** or **"Chargors"**, **"Receiver"** or **"Lender"** shall be construed so as to include its successors in title, permitted assigns, permitted transferees and any delegate of any such person;
 - (iii) **"assets"** includes present and future properties, revenues and rights of every description;
 - (iv) **"indebtedness"** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (v) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
 - (vi) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
 - (vii) a provision of law is a reference to that provision as amended or re-enacted;
 - (viii) **"GBP"** and **"sterling"** denote the lawful currency of the United Kingdom;
 - (ix) a time of day is a reference to London time;

- (x) **"costs"** means all costs, fees, charges or expenses of whatsoever nature (including, without limitation, legal fees (subject to any agreed caps)) including, without limitation, disbursements and any VAT to be charged on such costs, charges, expenses and disbursements;
- (xi) the term **"Finance Document"** includes all restatements, amendments, modifications, variations and supplements including those providing for further advances. The terms of the other Finance Documents and of any side letters between any of the parties to a Finance Document are incorporated into this Debenture to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Debenture is a valid disposition in accordance with Section 2(i) of the Law of Property (Miscellaneous Provisions) Act 1989;
- (xii) an Event of Default is "continuing" if it has not been waived by the Lender; and
- (xiii) **"receivers"** are references to receivers of whatsoever nature including, without limitation, receivers and managers and administrative receivers.

1.3 **Trust**

The perpetuity period for any trusts in this Debenture is 125 years.

1.4 **Third Party Rights**

- (a) Unless expressly provided in this Debenture, no express term of this Debenture nor any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it. Notwithstanding any term of any Finance Document, the consent is not required to rescind or vary this Debenture at any time of any person who is not a party to it.
- (b) For the avoidance of doubt, the terms of this Debenture are intended to be enforceable by the Lender and any Receiver.

2. **Covenant to pay**

- 2.1 Each Chargor irrevocably and unconditionally covenants with the Lender to pay to the Lender or discharge on demand all the Secured Liabilities when the Secured Liabilities become due.
- 2.2 Each Chargor gives the covenants in this Clause jointly and severally with the other Chargors from time to time.

3. **Interest**

Each Chargor shall pay to the Lender interest on the Secured Liabilities to the extent unpaid when due (after as well as before any demand made or judgment obtained or the liquidation or administration of such Chargor) at the Default Rate upon such days as the Lender from time to time may determine, and such interest shall be compounded in the event of it not being paid punctually with quarterly rests in accordance with the usual practice of the Lender but without prejudice to the right to require payment of such interest when due.

4. **Security**

4.1 **General provisions**

All Security created under this Debenture:

- (a) is made with full title guarantee in accordance with the Law of Property Act (Miscellaneous Provisions) Act 1994;

- (b) is continuing security for the payment and discharge of the Secured Liabilities;
- (c) is created in favour of the Lender; and
- (d) is subject to the terms of the Intercreditor Agreement.

4.2 *Mortgaged Property*

Each Chargor charges by way of first legal mortgage, the Property specified in respect of that Chargor in Part 1 of Schedule 2 to this Debenture, and all Rights relating to such Property.

4.3 *Other Property*

Each Chargor charges, by way of first fixed charge (other than any subject to an Exclusion unless and until the same is Satisfied):

- (a) all Property not validly charged in Clause 4.2 (*Mortgaged Property*) and all Rights relating to such Property;
- (b) all easements, rights and agreements in respect of all Property; and
- (c) all proceeds of sale derived from all Property.

4.4 *Contracts*

Each Chargor charges, by way of first fixed charge, the Contracts (other than any subject to an Exclusion unless and until the same is Satisfied).

4.5 *Book Debts*

Each Chargor charges, by way of first fixed charge, the Book Debts.

4.6 *Intellectual Property*

Each Chargor charges, by way of first fixed charge, all its Intellectual Property Rights

4.7 *Plant and Machinery*

Each Chargor charges, by way of first fixed charge, the Plant and Machinery.

4.8 *Securities and Derivative Assets*

- (a) Each Chargor charges by way of first fixed charge, the Securities specified next to its name in Part 2 of Schedule 2 to this Debenture.
- (b) Each Chargor charges by way of first fixed charge, all its Securities not charged by Clause 4.8(a).
- (c) Each Chargor charges by way of first fixed charge, all Derivative Assets of a capital nature.
- (d) Each Chargor charges by way of first fixed charge, all Derivative Assets of an income nature.

4.9 *Bank Accounts*

- (a) Each Chargor charges by way of first fixed charge each Cash Collateral Account, and all monies standing to the credit of each such account.

- (b) Each Chargor charges by way of first fixed charge each Book Debt Account, and all monies standing to the credit of each such account.
- (c) Each Chargor charges by way of first fixed charge all present and future bank accounts, cash at bank and credit balances of that Chargor not charged by Clause 4.9(a) or Clause 4.9(b) (excluding those arising on fluctuating accounts) with any bank or other person and all rights relating to or attaching to them (including the right to interest).

4.10 **Goodwill**

Each Chargor charges by way of first fixed charge, all the goodwill and uncalled capital for the time being of that Chargor.

4.11 **Security Assignments**

- (a) Each Chargor assigns absolutely to the Lender all present and future insurances (other than any subject to an Exclusion unless and until the same is Satisfied) and the proceeds of such insurances.
- (b) Each Chargor assigns absolutely to the Lender the benefit of the Assigned Contracts (other than any subject to an Exclusion unless and until the same is Satisfied).
- (c) Each Chargor assigns absolutely to the Lender the benefit of the Hedging Agreements and any letters of credit issued to it.
- (d) The assignments set out in this Clause 4.11 (*Security Assignments*) and Clause 4.12 (*Accruals etc*) are absolute assignments for the purposes of section 136 LPA and are not made by way of charge only.
- (e) Any Assigned Assets which are not effectively assigned pursuant to this Clause 4.11 (*Security Assignments*) and Clause 4.12 (*Accruals etc*) will instead be charged by way of first fixed charge.

4.12 **Accruals etc**

- (a) Each Chargor assigns absolutely all rights, money or property accruing or payable to that Chargor now or in the future under or by virtue of a Fixed Charge Asset, except to the extent such rights, money or property are for the time being effectively charged under the provisions of Clauses 4.2 (*Mortgaged Property*) to 4.11 (*Security Assignments*) (inclusive).
- (b) Each Chargor charges by way of first fixed charge, that Chargor's rights now or hereafter to recover any VAT on any supplies made to it relating to the Assets any tax refund, rebate or repayment, and any sums so recovered.

4.13 **Floating Charge**

- (a) Each Chargor charges by way of first floating charge, all the undertaking and assets of that Chargor whatsoever, wherever situate, whether movable, immovable, present or future, including, without limitation, its uncalled capital for the time being and all the undertaking and assets of that Chargor referred to above which are, for any reason, not validly charged or assigned pursuant to Clauses 4.2 (*Mortgaged Property*) to 4.12 (*Accruals etc*) (inclusive) of this Debenture.
- (b) The floating charge created by this Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

5. Conversion of floating charge

5.1 Conversion by notice

The Lender may by notice to the relevant Chargor convert the floating charge contained in this Debenture into a fixed charge as regards such Charged Property as the Lender may specify (whether generally or specifically) in that notice if: (i) the Lender considers that it would be desirable to do so in order to protect, preserve or supplement the charges over the Charged Property or the priority of those charges, or (ii) the Lender reasonably considers the Charged Property to be in jeopardy in any respect, or (iii) an Event of Default has occurred and is continuing, or both.

5.2 Automatic conversion

If, without the prior written consent of the Lender: (i) any Chargor creates any Security (other than Permitted Security) over any of the Charged Property not expressed to be subject to a fixed charge under this Debenture, or attempts to do so, or (ii) any person levies or attempts to levy any distress, attachment, execution or other legal process against any of such Charged Property, or (iii) any steps are taken for the appointment of, or notice is given of intention to appoint, or a petition is filed or application is made, or a competent court makes an order for the appointment of an administrator, in relation to any Chargor, then the floating charge created by this Debenture over the Charged Property which is the subject of such Security, process, steps or order will automatically, without notice, be converted into a fixed charge as soon as such event occurs.

5.3 No conversion as a result of Moratorium

Notwithstanding any other provision of this Debenture, the floating charge contained in this Debenture or any Accession Deed may not be converted into a fixed charge solely by reason of the obtaining of a moratorium, or anything done with a view to obtaining a moratorium, as a preliminary to a creditors voluntary arrangement, by an eligible company (as determined by Schedule A1 of the Insolvency Act) under the Insolvency Act.

6. Notices of Assignment and Charge

6.1 Notices of Assignment

Each Chargor shall promptly give notice (in the case of (a) and (b) below, in the form set out in Schedule 3 to this Debenture, and in the case of (c) and (d) below in such form as the Lender may require) of:

- (a) the assignment of the Assigned Contracts under this Debenture to each counterparty to an Assigned Contract;
- (b) if the Lender so requires, the assignment of its insurance policies under this Debenture to its insurers;
- (c) if the Lender so requires, the charge over its bank accounts with any bank other than the Lender under this Debenture to its account bank; and
- (d) if the Lender so requires, the assignment of any other Assigned Asset to a relevant third party as required by the Lender,

and in each case shall use its reasonable endeavours to procure that each such person executes and delivers to the Lender an acknowledgement of such notice in form and substance satisfactory to the Lender.

6.2 Notice of Charge

Each Chargor shall, at the request of the Lender following the occurrence of an Event of Default which is continuing and at such Chargor's expense, promptly affix to, or register, endorse or cause to be registered or endorsed on such register and/or documents of title of, such of the Charged Property as the Lender reasonably requires, identifying thereby the charge constituted by or pursuant to this Debenture.

6.3 Notices to Third Parties

Each Chargor shall, following the occurrence of an Event of Default which is continuing, at the request of the Lender and at such Chargor's expense, promptly deliver any notices to any third party having rights or liabilities in or to all or any of the Charged Property as the Lender reasonably requires, notifying thereby the charge constituted by or pursuant to this Debenture, and shall use all reasonable endeavours to procure that each such person executes and delivers to the Lender an acknowledgement of such notice in form and substance satisfactory to the Lender.

7. Exclusion of Assets from Security

7.1 Each Chargor shall use its reasonable endeavours to procure that any Exclusions applying to any Charged Property are Satisfied as soon as practicable after the date of this Deed and shall notify the Lender, on a quarterly basis thereafter, of the steps being taken in relation to any such Exclusion and, promptly, when any such Exclusion is Satisfied.

7.2 Immediately upon any Exclusion being Satisfied, the Charged Property concerned shall become the subject of an effective charge pursuant to, and in accordance with, Clause 4 (*Security*) and the relevant Chargor shall promptly deliver a copy of any relevant consent to the Lender.

7.3 Each Chargor shall hold on trust for the Lender all its interest in and to all Charged Property subject to any Exclusion until that Exclusion is Satisfied.

8. Further assurance

Each Chargor shall at any time if required by the Lender and at such Chargor's own expense:

- (a) execute and deliver to the Lender, or carry out, such further Supplemental Debentures, legal or other mortgages, charges, assignments, securities, authorities, documents, acts and things as the Lender in its discretion may require of or in respect of the whole or such part of the Assets as the Lender may specify, in such form as the Lender in its discretion may require, to secure the payment or discharge of the Secured Liabilities or to vest the whole or such part of the Assets in the Lender, its nominee, a Receiver, or in any purchaser from the Lender or a Receiver or to perfect or protect the security created by this Debenture; and
- (b) pending the execution and delivery of any such further Security, hold such Assets upon trust for the Lender or in any other manner required by the Lender subject to the provisions of this Debenture.

9. Deposit of documents and title deeds

9.1 Subject to the Intercreditor Agreement, while the Debenture Security subsists, each Chargor shall deposit with the Lender:

- (a) all deeds and documents of title relating to the Property;
- (b) all stock and share certificates or other documents of title to or representing the Securities (including without limitation the Securities listed in Part 2 of Schedule 2 to this Debenture) and the Derivative Assets (together with duly executed blank transfers); and

- (c) to the extent requested by the Lender from time to time:
 - (i) certified copies of all the Assigned Contracts;
 - (ii) certified copies of all Hedging Agreements and all letters of credit issued to it;
 - (iii) all deeds and documents of title (if any) relating to the Book Debts; and
 - (iv) details of all bank accounts;
- 9.2 The Lender shall be entitled to provide for the safe custody by third parties of all stock and share certificates and documents of title deposited with the Lender or its nominee at the expense of the Chargors (such expenses to be agreed with the Company in advance) and shall not be responsible for any loss of or damage to any such certificates or documents.

10. Bank Accounts and Book Debts

10.1 Cash Collateral Accounts

While the Debenture Security subsists, no Chargor shall, except with the prior written consent of the Lender, withdraw or attempt or be entitled to withdraw from the Cash Collateral Accounts all or any monies standing to the credit of such Cash Collateral Accounts.

10.2 Book Debts and the Book Debts Account

Subject to the Intercreditor Agreement, while the Debenture Security subsists, each Chargor shall:

- (a) collect and realise all Book Debts in the ordinary course of its business (for the avoidance of doubt, it is hereby declared that for the purposes of this Debenture, the ordinary course of business of that Chargor does not include or extend to the selling, assigning or in any other way factoring or discounting any Book Debts);
- (b) hold the proceeds of such collection and realisation of the Book Debts upon trust for the Lender;
- (c) not, except with the prior written consent of the Lender, withdraw or attempt or be entitled to withdraw from the Book Debts Account all or any monies standing to the credit of the Book Debts Account; and
- (d) at any time after the Debenture Security is enforceable, execute a legal assignment of the Book Debts to the Lender in such terms as the Lender in its discretion may require, give such notice of that legal assignment to the debtors from whom the Book Debts are due, owing or incurred and take any such other step as the Lender in its discretion may require to perfect such legal assignment.

10.3 Other Bank Accounts

At any time when an Event of Default has occurred and is continuing if the Lender has served written notice on the Company requiring the same, no Chargor shall, except with the prior written consent of the Lender, withdraw or attempt or be entitled to withdraw from any of its bank accounts all or any monies standing to the credit of such bank accounts.

11. Dividends, voting rights and Nominees

11.1 Dividends and voting rights

For so long as no Event of Default has occurred and is continuing, each Chargor may:

- (a) subject to Clause 9 (*Deposit of document and title deeds*), receive and retain all dividends, interest and other income deriving from and received by it in respect of the Securities and the Derivative Assets; and
- (b) exercise all voting and other rights and powers attached to the Securities and the Derivative Assets provided that such exercise does not adversely affect the Securities and the Derivative Assets and is not otherwise inconsistent with this Debenture.

11.2 **Lender's powers of enforcement over the Securities and the Derivative Assets**

- (a) Following the occurrence of an Event of Default which is continuing:
 - (i) the Lender may in its discretion (in the name of any Chargor or otherwise and without any consent or authority on the part of any Chargor) exercise all the powers given to trustees by Section 10(3) and (4) of the Trustee Act 1925 (as amended by Section 9 of the Trustee Investments Act 1961) in respect of those Securities and Derivative Assets subject to a trust;
 - (ii) all dividends, interest and other income forming part of the Securities and Derivative Assets shall, unless otherwise agreed between the Lender and the Company, be paid without any set-off or deduction whatsoever to an interest bearing suspense account in the name of the Lender and shall be retained by the Lender until applied as provided in this Debenture as part of the Securities and the Derivative Assets, and any such monies which may be received by a Chargor shall, pending such payment, be held in trust for the Lender;
 - (iii) all voting rights in respect of all Securities and Derivative Assets charged by Clause 4.8 (*Securities and Derivative Assets*) may be exercised (without obligation to do so) by the Lender (or its nominee) in such a manner as it shall (in its absolute discretion) see fit;
 - (iv) (if directed to do so in writing by the Lender) each Chargor shall procure the registration in its books of the transfer of the Securities and the Derivative Assets to the Lender (or its Nominees), the entry of the Lender (or its Nominees) in the register of members of the company or companies which has/have issued the Securities as the holder or holders of the Securities and the Derivative Assets and the issue of new share certificates in respect of the Securities and the Derivative Assets to the Lender (or its Nominees); and
 - (v) upon the accrual, offer, issue or receipt of any Derivative Assets, each Chargor shall deliver or pay to the Lender or procure the delivery or payment to the Lender of all such Derivative Assets or the stock or share certificates or other documents of title to or representing them together with duly executed blank transfers.
- (b) The Lender shall not have any duty as to any Securities or Derivative Assets and shall not incur liability for:
 - (i) ascertaining or taking action in respect of any calls, instalments, conversions, exchanges, maturities, tenders or other matters in relation to any Securities or Derivative Assets or the nature or sufficiency of any payment whether or not the Lender has or is deemed to have knowledge of such matters; or
 - (ii) taking any necessary steps to preserve rights against prior parties or any other rights pertaining to any Securities or Derivative Assets; or
 - (iii) any failure to present any interest, coupon or any bond or stock drawn for repayment or for any failure to pay any call or instalment or to accept any offer or to notify any Chargor of any such matter or for any failure to ensure that the

correct amounts (if any) are paid or received in respect of the Securities or the Derivative Assets.

12. Representations and warranties

Each Chargor makes the representations and warranties set out in this Clause 12 (*Representations and warranties*) to the Lender on the date of this Debenture and as contemplated in Clause 12.3 (*Repetition*) below.

12.1. Status

It has the power to own its assets and grant security as contemplated in this Debenture over its assets.

12.2. Ownership of the Charged Property

- (a) Subject to the Legal Reservations and the Perfection Requirements, it is the sole legal and beneficial owner of the Charged Property as from the date it or any part of it becomes charged under this Debenture and its rights in respect of the Charged Property are free from any Security of any kind other than under this Debenture, any Permitted Security or as otherwise permitted from time to time by the Lender.
- (b) Schedule 2 (*The Secured Assets*) identifies:
 - (i) all the freehold and leasehold (to the extent such leasehold interest is required to be registered in its Relevant Jurisdiction) Property situated in England and Wales; and
 - (ii) all the Securities in respect of companies incorporated in England and Wales, beneficially owned by each Chargor at the date of the Debenture.
- (c) The Securities listed in Part 2 of Schedule 2 are all fully paid.

Future Security

Except as contemplated by this Debenture, the execution of this Debenture by it and its exercise of the rights and performance of its obligations under this Debenture will not result in the existence of or oblige any Chargor to create any Security over all or any of its present or future revenues or assets.

12.3. Repetition

The representations and warranties set out in this Clause 12 (*Representations and Warranties*) are given and made by reference to the facts and circumstances then existing on and as of the date of this Debenture, shall survive the execution of this Debenture and are continuing representations and warranties which are deemed to be repeated (other than 12.2(b)) during the continuance of the Debenture Security.

13. General undertakings

Each Chargor gives each of the undertakings contained in this Clause 13 (*General undertakings*) to the Lender and each of the undertakings shall remain in force while the Debenture Security subsists.

13.1. Negative pledge

- (a) In this Clause 13.1, "**Quasi-Security**" means an arrangement or transaction described in Clause 13.1(b)(ii) below.

- (b) Except as permitted under Clause 13.1(c) below:
 - (i) no Chargor shall create or permit to subsist any Security over any of its assets;
 - (ii) no Chargor shall
 - (A) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by any other Chargor;
 - (B) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - (C) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
 - (D) enter into any other preferential arrangement having a similar effect, in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.
- (c) Clauses 13.1(b)(b)(i) and Clause 13.1(b)(b)(ii) above do not apply to any Security or (as the case may be) Quasi-Security, which is:
 - (i) Permitted Security; or
 - (ii) a Permitted Transaction.

13.2 **Insurance**

Each Chargor shall:

- (a) supply on request copies of each of its policies of insurance together with the current premium receipts relating to each such policy;
- (b) ensure that the interest of the Lender is noted on all its insurance policies in respect of its Charged Property from time to time;
- (c) duly and punctually pay all premiums and any other moneys necessary for maintaining its insurance policies in full force and effect. If the Chargor at any time fails to pay any such premiums or other moneys, the Lender may pay such premiums and other moneys and the Company shall reimburse the Lender for the amount of such premiums and other moneys within 3 Business Days of demand; and
- (d) not, without the prior written consent of the Lender, do any act or commit any default which might prejudice the insurance policies, including, without limitation, any act or default whereby the insurance policies might become void or voidable.

13.3 **Insurance monies**

- (a) Any monies received by virtue of any insurance relating to the whole or any part of the Charged Property (whether effected pursuant to this Debenture or otherwise) shall be deemed to be part of the Charged Property. Each Chargor shall apply all such monies in accordance with the terms of the Finance Documents or, if the Lender in its discretion so requires at any time after the Debenture Security becomes enforceable, towards discharge of the Secured Liabilities.

(b) Each Chargor shall ensure that all such monies referred to in Clause 13.3(a) (*Insurance monies*) which are not paid directly by the insurers to the Lender shall be held by the recipient upon trust for the Lender and be applied by that Chargor in accordance with Clause 13.3(a) (*Insurance monies*).

(c) This Clause applies whether or not the Debenture Security has become enforceable.

13.4 To repair

Each Chargor shall:

(a) at all times keep in good and substantial repair and condition all the Charged Property including, without limitation, all buildings, erections and structures on and in the Property (fair wear and tear excepted);

(b) keep all Plant and Machinery in good repair, working order and condition and fit for its purpose; and

(c) where it is uneconomic to repair any part of the Charged Property and that Charged Property is not redundant or otherwise surplus to the requirements of the relevant Chargor, replace such property by another similar asset of equal or greater quality and value.

13.5 VAT

No Chargor shall, without the express prior written consent of the Lender, exercise any option to waive exemption from VAT in relation to the Charged Property or any part thereof and will provide to the Lender, on demand, such details of the Chargor's registration for VAT purposes as the Lender requires.

13.6 Notices relating to a Chargor

Each Chargor shall, as soon as reasonably practicable after becoming aware of the same, notify the Lender in the event of any creditor executing diligence against it or if any distress or execution is levied or enforced against it or any third party debt order or freezing order is made and served on it or any steps are taken (including, without limitation, the making of any application or the giving of any notice) by any person (including, without limitation, that Chargor or its directors or members, or any of them) in relation to potential or actual administration, receivership, winding-up or dissolution.

13.7 To provide information

Each Chargor shall supply to the Lender on demand such information, documents or papers relating to the Charged Property from time to time as the Lender in its discretion may require (acting reasonably).

Each Chargor shall, unless it has the prior written consent of the Lender, take prudent steps to preserve the Intellectual Property Rights owned by it and necessary for the conduct of its business, use reasonable endeavours to prevent any infringement in any material respect of the Intellectual Property Rights owned by it and not use nor permit the Intellectual Property Rights owned by it to be used in a way or take any step or omit to take any step in respect of the Intellectual Property Rights owned by it and which may materially and adversely affect the existence or value of the Intellectual Property Rights.

13.8 Miscellaneous undertakings

Each Chargor shall, unless it has the prior written consent of the Lender:

- (a) punctually pay or cause to be paid all rents, rates, taxes, duties, assessments and other outgoings payable in respect of the Charged Property or any part thereof save to the extent it does not have a Material Adverse Effect; and
- (b) not do, cause or permit to be done anything which would cause the value or marketability of any Charged Property to depreciate or be jeopardised or prejudiced (or make any omission which has such an effect) where it has a Material Adverse Effect.

14. **Costs**

Each Chargor shall, within three Business Days of demand, pay to the Lender or the Receiver, or discharge (as the case may be), all costs and expenses (including legal fees (subject to any agreed caps)) reasonably incurred by any of them in connection with:

- (a) the negotiation, preparation, printing and execution of; and
- (b) any amendment, variation or release (in whole or in part), including the negotiation, preparation, printing and execution of any amendment, variation or release, of; and
- (c) the enforcement of, or preservation of rights under, this

this Debenture, on a full and unlimited indemnity basis, together with interest at the Default Rate from the date the relevant cost was expended, incurred or suffered (whichever is the earlier) by the Lender or the Receiver (as the case may be) until full payment or discharge of such cost and such cost shall form part of the Secured Liabilities.

15. **Default**

15.1 **Enforcement**

The Debenture Security shall become enforceable without further notice immediately:

- (a) after a notice of acceleration has been delivered by the Lender pursuant to the relevant provision of any Facility Agreement; or
- (b) if any Chargor requests the Lender to appoint an administrator or a receiver over the whole or any part of its undertaking or assets.

15.2 **Enforcement**

- (a) On and at any time after the Debenture Security becomes enforceable, the Lender will be entitled to enforce all or any part of the Debenture Security in any manner it sees fit, including without limitation by exercising all or any of the powers conferred on a mortgagee by the LPA (as varied or extended by this Debenture), all or any of the powers conferred on the holder of a qualifying floating charge (as defined in the Insolvency Act) and all or any of the rights and powers conferred by this Debenture.
- (b) Without limiting the generality of sub-clause (a) above, on and at any time after the occurrence of an Event of Default, the Lender in its absolute discretion may by written notice to a Chargor appropriate (for the purposes of the Financial Collateral Regulations and subject to Clause 15.3 (*Financial Collateral*) below) any part or the whole of the Financial Collateral secured by this Debenture.

15.3 **Financial Collateral**

- (a) To the extent that any of the Charged Property constitutes Financial Collateral and is subject to a Security Financial Collateral Arrangement created by or pursuant to this Debenture, the Lender shall have the right, at any time, to appropriate all or any part of those Assets in or towards the payment or discharge of the Secured Liabilities.

- (b) The value of any Assets appropriated in accordance with this Clause 15.3 (*Financial Collateral*) shall be determined by such method as the Lender may reasonably select (including independent valuation), at the time the right of appropriation is exercised. Each Chargor agrees that the methods of valuation provided for in this Clause 15.3 (*Financial Collateral*) are commercially reasonable for the purposes of Regulation 18 of the Financial Collateral Regulations.
- (c) To the extent that the Assets constitute Financial Collateral, each Chargor agrees that such Assets shall be held or designated so as to be under the control of the Lender for all purposes of the Financial Collateral Regulations.

16. Statutory power of sale

- 16.1 For the purposes of all powers under this Debenture and implied by statute, and in particular the power of sale under Section 101 of the LPA (Powers incident to estate or interest in a mortgage), the Secured Liabilities will be deemed to have become due immediately on the date of this Debenture and Section 103 of the LPA (Regulation of exercise of power of sale) and Section 93 of the LPA (Restriction on consolidation of mortgages) will not apply.
- 16.2 The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make arrangements for leases, accept surrender of leases and grant options on such terms and conditions as the Lender may in its discretion think fit. The Lender is not obliged to comply with any of the provisions of Section 99 (Leasing powers of mortgagor and mortgagee in possession) and Section 100 (Powers of mortgagor and mortgagee in possession to accept surrenders of leases) of the LPA.
- 16.3 Each of the Lender and the Receiver may exercise the statutory power of sale and the statutory powers of leasing, as amended and varied in the foregoing clauses, and all other statutory powers, in respect of the whole or any part of the Property.

17. Administrator

At the time that, or at any time after, the Debenture Security becomes enforceable, whether or not the Lender has entered into or taken possession of the whole or any part of the Charged Property pursuant to this Debenture, the Lender may, insofar as permitted by law, at its option and in addition to any right to appoint a Receiver, by writing under the hand of any authorised officer of the Lender, appoint, petition the relevant court to appoint or apply to the court for the appointment of any person to be an administrator of any Chargor under the Insolvency Act and such person shall, from the effective date of such appointment, be an administrator.

18. Receiver

18.1 Appointment of Receiver

- (a) At any time that, or at any time after, the Debenture Security becomes enforceable, whether or not the Lender has entered into or taken possession of the whole or any part of the Charged Property pursuant to this Debenture:
 - (i) the Lender may, insofar as permitted by law, at its option, by writing under the hand of any authorised officer of the Lender, appoint any person to be a receiver of the Charged Property and such person shall, with effect from the effective date of such appointment, be a Receiver provided that this provision shall not apply solely by reason of the obtaining of a moratorium, or anything done with a view to obtaining a moratorium, as a preliminary to a creditors voluntary arrangement, by an eligible company (as defined in Schedule A1 of the Insolvency Act) under the Insolvency Act;
 - (ii) the Lender may, from time to time, in similar manner, remove the Receiver and appoint another in his place;

- (iii) the Lender may, either at the time of appointment or at any time thereafter, fix the remuneration of the Receiver (excluding for the purposes of this Clause the limitation set out in Section 109(6) LPA (Appointment, powers, remuneration and duties of receivers));
 - (iv) the Lender and any Nominee wherever situate may, without further notice and without the restrictions contained in Section 103 of the LPA (Regulation of exercise of power of sale), exercise in respect of all or any part of the Securities and the Derivative Assets all the powers and rights exercisable by the registered holder of the Securities and the Derivative Assets and all other powers conferred on mortgagees by the LPA as varied or extended by this Debenture; and
 - (v) the Lender and any Nominee wherever situate may apply any dividends, interest or other payments received or receivable by the Lender or by such Nominee in respect of the Securities and the Derivative Assets as if they were proceeds of sale.
- (b) None of the restrictions imposed by the LPA in relation to the appointment of receivers, the giving of notice or otherwise shall apply.
 - (c) The Receiver may from time to time delegate, by power of attorney or otherwise, to any person any of his powers and discretions, whether arising by statute, the provisions of this Debenture or otherwise, upon such terms and for such periods of time as he may in his discretion think fit and may from time to time terminate any such delegation. Neither the Lender nor any Receiver shall be liable to any Chargor for any loss or damage arising from any such delegate's act, default, neglect or misconduct of any nature whatsoever.

18.2 ***Powers of Receiver***

The Receiver has all the powers to do or abstain from doing anything which the Lender or any Chargor could do or abstain from doing in relation to the Charged Property including, without limitation the powers conferred by Section 109 of the LPA (Appointment, powers, remuneration and duties of receivers) and, in the case of a Receiver who is an administrative receiver, the powers conferred by Section 29 of the Insolvency Act (Definitions) and Schedule 1 to the Insolvency Act (Powers of administrator or administrative receiver), and in particular the Receiver may:

- (a) *Possession*
take immediate possession of, get in and collect the Charged Property or any part thereof;
- (b) *Carry on business*
carry on, manage or concur in carrying on or managing the whole or any part of the business of any Chargor as he in his discretion may think fit;
- (c) *Protection of assets*
 - (i) manage, insure, repair, decorate, maintain, alter, improve, develop, construct, modify, refurbish, renew or add to the Charged Property or concur in so doing;
 - (ii) commence, continue or complete any new works, unfinished work, building operations, construction, reconstruction, maintenance, furnishing, finishing or fitting-out on the Property;
 - (iii) apply for and maintain any planning permissions, building regulations, approvals and any other permissions, consents or licences,

in each case as he in his discretion may think fit;

(d) *Realisation of assets*

sell, exchange, convert into money and realise the Charged Property or concur in so doing by public auction or private contract and generally in such manner and on such terms as he in his discretion may think fit. Without prejudice to the generality of the foregoing, he may do any of these things for any valuable consideration, whether full market value or otherwise, including, without limitation, cash, shares, stock, debentures or other obligations. Any such consideration may be payable in a lump sum or by instalments spread over such period as he in his discretion may think fit;

(e) *Let, hire or lease*

(i) let, hire or lease (with or without premium) and accept surrenders of leases or tenancies or concur in so doing;

(ii) grant rights, options or easements over and otherwise deal with or dispose of, and exercise all rights, powers and discretions incidental to, the ownership of the Charged Property;

(iii) exchange or concur in exchanging the Charged Property;

in each such case in such manner and generally on such terms as he may in his discretion think fit, with all the powers of an absolute beneficial owner. The Receiver may exercise any such power by effecting such transaction in the name or on behalf of the relevant Chargor or otherwise;

(f) *Registration*

use a Chargor's name to effect any registration or election for tax or other purposes;

(g) *Insurances*

effect, review or vary insurances;

(h) *Borrowing*

for the purpose of exercising any of the powers, authorities or discretions conferred on him by or pursuant to this Debenture or of defraying any costs (including, without limitation, his remuneration) which are incurred by him in the exercise of such powers, authorities or discretions or for any other purpose, to raise and borrow money or incur any other liability either unsecured or secured on the Charged Property, either in priority to the Debenture Security or otherwise, and generally on such terms as he in his discretion may think fit. No person lending such money is to be concerned to enquire as to the propriety or purpose of the exercise of such power or as to the application of money so raised or borrowed;

(i) *Lending*

lend money to any person;

(j) *Advance credit*

advance credit, in the ordinary course of the Chargor's business, to any person;

(k) *Make calls*

make, or require the directors of any Chargor to make, such calls upon the shareholders of that Chargor in respect of any uncalled capital of that Chargor as the

Receiver in his discretion may require and enforce payment of any call so made by action (in the name of that Chargor or the Receiver as the Receiver in his direction may think fit) or otherwise;

(l) *Compromise*

- (i) settle or compromise any claim by, adjust any account with, refer to arbitration any dispute with, and deal with any question or demand from, any person who is, or claims to be, a creditor of any Chargor, as he may in his discretion think fit; and
- (ii) settle or compromise any claim, adjust any account, refer to arbitration any dispute and deal with any question or demand relating in any way to the Charged Property, as he in his discretion may think fit;

(m) *Proceedings*

in the name of any Chargor, bring, prosecute, enforce, defend or abandon all such actions, suits and proceedings in relation to the Charged Property as he in his discretion may think fit;

(n) *Subsidiaries*

- (i) promote the formation of any subsidiary of any Chargor with a view to such subsidiary purchasing, leasing, licensing or otherwise acquiring an interest in the Charged Property;
- (ii) arrange for the purchase, lease, licence or acquisition of an interest in the Charged Property by any such subsidiary for any valuable consideration, including, without limitation, cash, shares, debentures, loan stock, convertible loan stock or other securities, profits or a sum calculated by reference to profits, turnover, royalties, licence fees or otherwise, whether or not secured on the undertaking or assets of such subsidiary and whether or not such consideration is payable or receivable in a lump sum or at any time or any number of times by instalments spread over such period, as the Receiver in his discretion may think fit; and
- (iii) arrange for such subsidiary to trade or cease to trade as the Receiver in his discretion may think fit;

(o) *Employees*

appoint and discharge any manager, officer, agent, professional adviser, employee and any other person, upon such terms as he in his discretion may think fit;

(p) *Receipts*

give valid receipts for all monies and execute all assurances and things which he in his discretion may think proper or desirable for realising the Charged Property;

(q) *Environment*

conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions, whether required under Environmental Law or by the Lender or otherwise and comply with all lawful orders and directives of all Authorities regarding Environmental Law;

(r) *Delegation*

delegate any or all of his powers in accordance with this Debenture; and

(s) *General powers*

do all such other acts and things as the Receiver in his discretion may consider to be incidental or conducive to any of the matters or powers set out in this Debenture or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property.

18.3 *Receiver as agent of a Chargor*

The Receiver is at all times and for all purposes the agent of the Chargor over which, or over the assets of which, he is appointed. Subject to the provisions of the Insolvency Act, that Chargor is solely responsible for all the Receiver's and the Receiver's delegates' acts, defaults, neglect and misconduct of any nature whatsoever and for his remuneration and costs, to the exclusion of liability on the part of the Lender.

18.4 *No obligation*

The Receiver is not obliged to exercise any nor all of the powers set out in this Clause 18.

18.5 *Several power*

Where more than one Receiver is appointed, each Receiver has the power to act severally unless the Lender specifies otherwise in the appointment of such Receiver.

18.6 *Powers exercisable by the Lender*

- (a) The Lender may exercise all powers granted to the Receiver by this Debenture, whether as attorney of any Chargor or otherwise.
- (b) The powers of the Receiver set out above are in addition to, and without prejudice to, all statutory and other powers of the Lender as provided in Clause 16 (*Statutory power of sale*) or otherwise and so that, inter alia, such powers are and remain exercisable by the Lender in respect of that part of the Charged Property in respect of which no appointment of a Receiver by the Lender is from time to time subsisting.

18.7 *Application of proceeds*

The provisions of Sections 99 to 109 inclusive of the LPA are varied and extended to the extent that all monies received by the Receiver shall be applied (subject to the provisions of the Insolvency Act, in so far as applicable to this Debenture) in the following order:

- (a) in full payment of his remuneration and the costs of realisation including, without limitation, all costs of, or incidental to, any exercise of any power referred to in this Debenture, including, without limitation, all outgoings paid by the Receiver;
- (b) providing for the matters specified in paragraphs (i) to (iii) inclusive of Section 109 (8) of the LPA (Appointment, powers, remuneration and duties of receiver);
- (c) in or towards satisfaction of any debts or other imposts which are by statute made payable in preference to the Secured Liabilities to the extent to which such debts or imposts are made so payable;
- (d) if so required by the Lender in its discretion, in or towards satisfaction of the Secured Liabilities; and
- (e) to the person or persons entitled to any surplus.

19. **Protection of third parties**

19.1 Any person (including, without limitation, any purchaser, mortgagor or mortgagee) (in this Clause 19 (*Protection of Third Parties*) a "**purchaser**") dealing with the Lender or the Receiver may assume without inquiry that:

- (a) some part of the Secured Liabilities has become due;
- (b) a demand for such Secured Liabilities has been duly made, if required; and
- (c) such Secured Liabilities have become due within the meaning of Section 101 of the LPA (Powers incident to estate or interest in a mortgage).

19.2 No purchaser dealing with the Receiver or the Lender is to be concerned to enquire whether any power exercised or purported to be exercised by the Receiver or the Lender has become exercisable, or as to the propriety or regularity of any sale by, or other dealing with, the Receiver or the Lender. Any such sale or dealing is deemed to be within the powers conferred by this Debenture and to be valid and effective accordingly. All the protection to purchasers contained in Section 104 (Conveyance on sale) and Section 107 (Mortgagee's receipt, discharges etc.) of the LPA and Section 42(3) of the Insolvency Act (Prohibition upon enquiry into administrative receiver's powers) apply to any purchaser.

20. No liability as mortgagee in possession

20.1 **Mortgagee's liability**

Neither the Lender nor the Receiver is:

- (a) liable to account as mortgagee in possession in respect of the Charged Property; nor
- (b) liable for any loss upon realisation or exercise of any power, authority or right of the Lender or the Receiver arising under this Debenture, nor for any act, default, neglect or misconduct of any nature whatsoever.

20.2 **Possession**

If the Lender or the Receiver enters into possession of the Charged Property, such person may at any time go out of possession at their own discretion.

21. Delegation

21.1 **Power of Attorney**

The Lender or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Debenture.

21.2 **Terms**

Any delegation under Clause 22 (*Power of Attorney*) may be made upon any terms (including power to sub-delegate) which the Lender or any Receiver may think fit.

21.3 **Liability**

Neither the Lender nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

22. Power of attorney

- 22.1 Each Chargor irrevocably and by way of security appoints the Lender, each person deriving title from the Lender and the Receiver, jointly and severally to be its attorney (with full power to appoint substitutes and to delegate) for it, in its name, on its behalf and as its act and deed or otherwise to sign or execute any deed or document or do any act or thing which that Chargor is, or may become, obliged to sign, execute or do pursuant to this Debenture or which the Lender, the Receiver or any person deriving title from the Lender or the Receiver in the absolute discretion of such person may think fit in connection with the exercise of any of the powers of such person or the realisation of any of the Debenture Security.
- 22.2 Without prejudice to the generality of the foregoing, each Chargor unconditionally undertakes to the Lender, and separately to the Receiver and to each person deriving title from the Lender or the Receiver, that it shall ratify and confirm anything done or purported to be done by any attorney appointed pursuant to this Clause 22.

23. Cumulative and continuing security

- 23.1 The Debenture Security constitutes a continuing security to the Lender regardless of the intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstance which, but for this Clause 23, might affect or diminish their effectiveness.
- 23.2 The Debenture Security is in addition to, are not in substitution for, are without prejudice to, and do not merge with, any rights whatsoever which the Lender may have, whether in respect of the Secured Liabilities or otherwise, including, without limitation, any rights arising under any other Security, any bill, note, guarantee, contract or applicable rule of law.
- 23.3 The obligations of the Chargors under this Charge will not be affected by any amendment, variation, restatement or supplement of or to, or any novation, transfer or termination (in whole or in part) of, any document relating to the Secured Liabilities or any exercise by the Lender (in its absolute discretion) of its rights to refuse, grant, continue, vary, review, determine or increase any credit or facilities to the Chargors or any other person.
- 23.4 Any receipt, release or discharge of the Debenture Security, or of any liability arising under, this Debenture shall not release or discharge any Chargor from any liability which may exist independently of this Debenture to the Lender.
- 23.5 Where the Debenture Security initially take effect as collateral or further security to any other Security held by the Lender then, notwithstanding any receipt, release or discharge given in respect of such other Security, this Debenture shall take effect as an independent security for any monies, liabilities or other sums secured by such other Security.

24. Avoidance of payments

- 24.1 No assurance, security or payment which may be avoided under the law or subject to an order of the court made under any law relating to bankruptcy, insolvency, administration or winding-up, including, without limitation, the Insolvency Act, and no release, settlement or discharge given or made by the Lender on the faith of any such assurance, security or payment, prejudices or affects the right of:
- (a) the Lender to recover any monies from any Chargor (including, without limitation, any monies which it is compelled to refund under the Insolvency Act and any costs payable by it incurred in connection with such process); or
 - (b) the Lender to enforce the Debenture Security to the full extent of the Secured Liabilities, and

where any payment has been so received it will not be considered to have been paid for the purposes of this Debenture or for reduction or discharge of the Secured Liabilities.

24.2 The Lender, at its discretion, may retain the Debenture Security as security for the Secured Liabilities for a period of one month plus any statutory period within which any such assurance, security or payment can be avoided or invalidated, notwithstanding any release, settlement, discharge or arrangement given or made by the Lender.

24.3 If at any time within the period referred to in Clause 24 (*Avoidance of Payments*) any person takes any step whatsoever relating to (i) the winding-up or administration of any Chargor or (ii) any arrangement with the creditors of any Chargor, then the Lender may retain the whole or any part of the Debenture Security for such further period as the Lender may in its discretion think fit. Such Security will be deemed to have been held and to have remained held by the Lender as security for the payment of the Secured Liabilities.

25. Prior charges

25.1 If there subsists any prior Security against the Charged Property and either any step is taken to exercise any power or remedy conferred by such Security or the Lender or the Receiver exercises any power of sale pursuant to this Debenture, then the Lender may redeem such prior Security or procure the transfer of such Security to itself and may settle and pass the accounts of the person entitled to such Security. Any accounts so settled and passed are conclusive and binding on each Chargor.

25.2 Each Chargor shall reimburse the Lender for any costs incurred by the Lender in exercise of its rights under this Clause 25 (*Prior charges*).

26. Opening a new account

26.1 If the Lender receives notice of any subsequent Security affecting the Charged Property, then the Lender may open a new account for any Chargor in its books.

26.2 If the Lender does not open such new account, then, unless the Lender gives express written notice to the contrary to the relevant Chargor, all payments by or on behalf of the Chargor to the Lender will be treated as from time of receipt of notice of such subsequent Security by the Lender as having been credited to a new account of that Chargor and not as having been applied in reduction of the amount of the Secured Liabilities as at the time when the notice was received.

27. Suspense account

The Lender may, in its discretion, credit to any suspense or impersonal account and hold in such account, on such terms as the Lender in its discretion may think fit, all monies received, recovered or realised by the Lender pursuant to this Debenture (including, without limitation, the proceeds of any conversion of currency) pending the application from time to time (as the Lender may effect in its discretion) of such monies and accrued interest, if any, in or towards satisfaction of the Secured Liabilities.

28. Changes to the Parties

28.1 No Chargor shall be entitled to assign, transfer, novate or dispose of all or any part of, or any interest in, its rights, benefit or obligations under this Debenture.

28.2 The Lender may assign, transfer, novate or dispose of all or any part of, or any interest in, its rights and obligations under this Debenture, in accordance with the terms of the Intercreditor Deed.

28.3 Each Chargor consents to Subsidiaries of the Company becoming party to this Debenture as Chargors from time to time by entering into an Accession Deed with the Lender.

29. Currency

- 29.1 All monies received or held by the Lender or any Receiver in respect of the Secured Liabilities may be converted from time to time after demand has been made, into such other currency as the Lender in its absolute discretion considers necessary or desirable to cover the obligations and liabilities actual or contingent of any Chargor in that other currency at the Lender's Spot Rate of Exchange for purchasing that other currency with the existing currency.
- 29.2 Neither the Lender nor any Receiver shall be liable to any Chargor for any loss resulting from any fluctuation in exchange rates before or after the exercise of any of its or their powers or rights under this Debenture.
- 29.3 No payment to the Lender (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of any Chargor in respect of which it was made unless and until the Lender shall have received payment in full in the currency in which such obligation or liability was incurred and, to the extent that the amount of any such payment, on actual conversion into such currency, shall fall short of such obligation or liability actual or contingent expressed in that currency, the Lender shall have a further separate cause of action against that Chargor and shall be entitled to enforce the security constituted by this Debenture to recover the amount of the shortfall and such amount will bear interest at the Default Rate from the date of payment by the Lender until the date of reimbursement.

30. Set-off

The Lender may set off any matured obligation due from a Chargor under the Finance Documents against any matured obligation owed by the Lender to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

31. Notices

31.1 Communications in writing

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by fax or letter.

31.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

- (a) in the case of the Company and any other Chargor, that identified with its name below;
- (b) in the case of any other Chargor that becomes a Chargor after the date of this Debenture, that notified in writing to the Lender on or prior to the date on which it becomes a Party; and
- (c) in the case of the Lender, that identified with its name below,

or any substitute address, fax number or department or officer as the Party may notify to the Lender (or the Lender may notify to the other Parties, if a change is made by the Lender) by not less than 5 Business Days' notice.

31.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:

- (i) if by way of fax, when received in legible form; or
- (ii) if by way of letter, when it has been left at the relevant address or 5 Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 31.2 (*Addresses*), if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose).
- (c) All notices from or to a Chargor shall be sent through the Lender.
- (d) Any communication or document made or delivered to the Company in accordance with this clause 31.3 will be deemed to have been made or delivered to each of the Chargors.
- (e) Any communication or document which becomes effective, in accordance with clause 31.3(a) to (d), after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

31.4 Notification of address and fax number

Promptly upon changing its address or fax number, the Lender shall notify the other Parties.

31.5 English language

- (a) Any notice given under or in connection with any Finance Document must be in English.
- (b) All other documents provided under or in connection with any Finance Document must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the Lender, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

32. Miscellaneous

- 32.1 Every provision contained in this Debenture shall be severable and distinct from every other provision and if, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.
- 32.2 If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.
- 32.3 No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under the Finance Documents shall operate as a waiver, of any such right or remedy or constitute an election to affirm any of the Finance Documents. No election to affirm any of the Finance Documents on the part of the Lender shall be effective unless it is in writing. No

single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Debenture are cumulative and not exclusive of any rights or remedies provided by law.

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

32.5 Failure by one or more parties ("**Non-Signatories**") to execute this Debenture on the date of this Debenture will not invalidate the provisions of this Debenture as between the other parties who do execute this Debenture. Any Non-Signatories may execute this Debenture (or a counterpart of this Debenture) on a subsequent date and will thereupon become bound by its provisions.

32.6 If any one or more of the Chargors is not bound by any or all of the provisions of this Debenture (whether by reason of lack of capacity, improper execution, failure to execute or for any other reason whatsoever) the remaining Chargors shall nonetheless continue to be bound as if such Chargor had never been a party.

33. **HM Land Registry**

33.1 Each Chargor shall apply in the manner specified by the 2003 Rules to the Land Registry (or will use all reasonable endeavours to assist the Lender in its application to the Land Registry, and in any event will not object to such registration), at the same time as applying to register this Debenture, for registration against the title to the Property of the following restriction:

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

33.2 Each Chargor shall apply in the manner specified by the 2003 Rules to the Land Registry (or will use all reasonable endeavours to assist the Lender in its application to the Land Registry, and in any event will not object to such registration), at the same time as applying to register this Debenture, for registration against the title to the Property of a notice of the obligation of the Lender to make further advances under the terms of the Finance Documents (which obligation is deemed to be incorporated into this Debenture).

34. **Release**

34.1 Subject to Clause 23 (*Avoidance of payments*), upon irrevocable discharge in full of the Secured Liabilities the Lender shall, at the request and the cost of the Chargors, release from the Debenture Security and reassign to the Chargors all the Chargors' rights, title, interest and benefit in and to the Charged Property.

34.2 Where any Chargor sells or otherwise disposes of an asset to a purchaser which is not a Chargor, and such sale or disposal is permitted by the terms of a Facility Agreement, the Lender shall, at the request and cost of the relevant Chargor, release from the Debenture Security all the Chargor's rights, title, interest and benefit in and to the asset the subject of the sale or disposal.

35. **Governing law**

(a) This Debenture and any dispute, controversy, proceedings, claim or obligation of whatever nature arising out of or in any way relating to it, its subject matter or formation (whether contractual or non-contractual) is governed by and shall be construed in accordance with English law.

(b) Clause 41 (*Enforcement*) of the Facility Agreement is incorporated into this Debenture as if fully set out in this Debenture, and as though each reference to "this Agreement" was a reference to this Debenture.

In witness whereof this Debenture has been entered into on the date written and the beginning of this Debenture has been executed and delivered as a deed by each of the Chargors on the date written at the beginning of this Debenture.

Schedules

Schedule 1

The Chargors

Name of Chargor	Company Number	Company Address
ISG Central Services Limited (formerly known as ISG plc)	02997684	Aldgate House 33 Aldgate High Street London EC3N 1AG
Interior Services Group (UK Holdings) Limited	04446413	Aldgate House 33 Aldgate High Street London EC3N 1AG
ISG Interior Services Group UK Limited (formerly known as ISG Interior Services Group UK plc)	02989004	Aldgate House 33 Aldgate High Street London EC3N 1AG
Interior Services Group Limited (formerly known as Propensity Group Limited)	04545988	Aldgate House 33 Aldgate High Street London EC3N 1AG
ISG UK Fit Out Limited	07267349	Aldgate House 33 Aldgate High Street London EC3N 1AG
ISG Fit Out Limited	06954059	Aldgate House 33 Aldgate High Street London EC3N 1AG
ISG Retail Limited	02721627	Aldgate House 33 Aldgate High Street London EC3N 1AG
ISG UK Retail Limited	04491779	Aldgate House 33 Aldgate High Street London EC3N 1AG

ISG Pearce Limited	00409459	Aldgate House 33 Aldgate High Street London EC3N 1AG
ISG Construction Holdings Limited	07272660	Aldgate House 33 Aldgate High Street London EC3N 1AG
ISG Construction Limited	00450103	Aldgate House 33 Aldgate High Street London EC3N 1AG
ISG South Limited	07276092	Aldgate House 33 Aldgate High Street London EC3N 1AG
ISG Overseas Investments Limited	03791978	Aldgate House 33 Aldgate High Street London EC3N 1AG
Realys Limited	08254233	Aldgate House 33 Aldgate High Street London EC3N 1AG
Realys Holdings Limited	09059862	Aldgate House 33 Aldgate High Street London EC3N 1AG

Schedule 2

The Secured Assets

Part 1

Property

None at the date of this Debenture

Part 2

Securities

Chargor	Name of company in which Securities are held	Securities held
Interior Group Services Limited (formerly known as Propensity Group Limited)	Commtech (UK) Limited (3006483)	2 ordinary shares of £1 each
Interior Group Services Limited (formerly known as Propensity Group Limited)	Exterior International Ltd (3454602)	5,000,000 ordinary shares of 1p each
Interior Group Services Limited (formerly known as Propensity Group Limited)	Interior Limited (4596704)	1 ordinary share of £1 each
Interior Group Services Limited (formerly known as Propensity Group Limited)	Interior Exterior Limited (3008773)	2 ordinary shares of £1 each
Interior Group Services Limited (formerly known as Propensity Group Limited)	Propensity Limited (2517333)	1 ordinary share of £1
Interior Group Services Limited (formerly known as Propensity Group Limited)	Interior Services (Group) Ltd (2341003)	1 ordinary share of £1

Chargor	Name of company in which Securities are held	Securities held
Interior Group Services Limited (formerly known as Propensity Group Limited)	ISG Regions Limited (7686934)	1 ordinary share of £1
Interior Group Services Limited (formerly known as Propensity Group Limited)	ISG Retail and Leisure Holdings Limited (3011317)	1 ordinary share of £1
ISG Central Services Limited (formerly known as ISG plc)	Interior Services Group (UK Holdings) Limited (4446413)	15,050,000 ordinary shares of £1 each
Interior Services Group (UK Holdings) Limited	Interior Services Group AESOP Trustee Limited (3776889)	1 ordinary share of £1
Interior Services Group (UK Holdings) Limited	Interior Services Group Trustee Limited (4165632)	1 ordinary share of £1
Interior Services Group (UK Holdings) Limited	ISG Asia Ltd (7395385)	1 ordinary share of £1
Interior Services Group (UK Holdings) Limited	ISG Construction South Ltd (8082511)	1 ordinary share of £1
Interior Services Group (UK Holdings) Limited	ISG Developments (Southern) Ltd (1801647)	1 ordinary share of £1
Interior Services Group (UK Holdings) Limited	ISG Europe Limited (7662920)	1 ordinary share of £1
Interior Services Group (UK Holdings) Limited	ISG Interior Services Group UK plc (2989004)	500,000,000 ordinary shares of 10p each
Interior Services Group (UK Holdings) Limited	ISG Middle East Ltd (7395542)	1 ordinary share of £1
Interior Services Group (UK Holdings) Limited	ISG Overseas Investments Limited (3791978)	1 ordinary share of £1
Interior Services Group (UK Holdings) Limited	ISG UK Ltd (8093121)	1 ordinary share of £1
Interior Services Group (UK Holdings) Limited	Interior Group Services Limited (formerly known as Propensity Group Limited) (4545988)	1 ordinary share of £1
Interior Services Group (UK Holdings) Limited	Realys Holdings Ltd (9059862)	1 ordinary share of £1
ISG Construction Limited	ISG Jackson Ltd (767259)	1,600,000 ordinary shares of £1

Chargor	Name of company in which Securities are held	Securities held
		each
ISG Construction Limited	ISG Northern Limited (315305)	1 ordinary share of £1
ISG Construction Limited	ISG Scotland Limited (SC388876)	1 ordinary share of £1
ISG Construction Limited	ISG South Limited (7276092)	1 ordinary share of £1
ISG Construction Limited	ISG Western Ltd (9069850)	1 ordinary share of £1
ISG Construction Limited	Tulloch ISG Ltd (SC403208)	510 B ordinary shares of £1 each
ISG Construction Holdings Limited	ISG Construction Ltd (450103)	15,000,000 ordinary shares of £1 each
ISG Interior Services Group UK Limited (formerly known as ISG Interior Services Group UK plc)	ISG Construction Holdings Ltd (7272660)	17,000,001 ordinary shares of £1 each
ISG Interior Services Group UK Limited (formerly known as ISG Interior Services Group UK plc)	ISG UK Fit Out Limited (7267349)	1 ordinary share of £1
ISG Interior Services Group UK Limited (formerly known as ISG Interior Services Group UK plc)	ISG UK Retail Limited (4491779)	190,971,930 ordinary shares of 10p each
ISG UK Fit Out Limited	ISG Fit Out Limited (6954059)	1 ordinary share of £1
ISG UK Retail Limited	ISG Pearce Limited (409459)	1 ordinary share of 25p
ISG UK Retail Limited	ISG Retail Limited (2721627)	15,000 ordinary share of £1 each
ISG Overseas Investments Limited	ISG International Limited (8142960)	1 ordinary share of £1
ISG Retail Limited	Realys Limited (8254233)	1 ordinary share of £1
ISG Developments Limited	Totty Construction Limited (5086130)	1 ordinary share of £1
ISG Pearce Limited	Pearce Limited (2152862)	2 ordinary shares of £1 each
Realys Holdings Limited	Realys Europe Limited (9227207)	1 ordinary share of £1

Part 4

Assigned Contracts

None at the date of this Debenture

Schedule 3
Notice of Assignment

To •[Insurer/Counterparty]
 •[Address]

Attention: •

• 20••[Date]

Dear Sirs

Notice of assignment

- 1 We refer to the following [insurance policy]/[contract] (the "[Policy]/[Contract]"):

 •[insert details]
- 2 We hereby give you notice that by a debenture dated • 20•• granted by us, [•] (the "**Chargor**") to The Royal Bank of Scotland plc as Lender (the "**Lender**") we have assigned absolutely to the Lender all of our rights, title, interest and benefits in and to the [Policy]/[Contract].
- 3 Please note that we are not entitled to agree or cancel or modify the [Policy]/[Contract]* in any way, except with the Lender's prior written consent; however you may continue to deal directly with us in relation to the [Policy]/[Contract]* until such time as the Lender gives you written notice that the Debenture has become enforceable in accordance with its terms (an "**Enforcement Notice**").
- 4 You are hereby authorised and directed:
 - (a) to comply with all requests (for information or otherwise) and instructions received by you from the Lender without reference to or further authority from us;
 - (b) [to note on the Policy the interest of the Lender pursuant to the assignment referred to above;]** and
 - (c) following receipt of notice an Enforcement Notice, to pay all sums payable to us pursuant to the [Policy]/[Contract]* to such bank account as the Lender may instruct you from time to time and to hold the benefit of the [Policy]/[Contract]* to the order of the Lender.
- 5 This notice may only be revoked or amended with the prior written consent of the Lender.
- 6 Please confirm by completing the acknowledgement on the enclosed copy of this notice and returning it to the Lender (with a copy to us) that you agree to the above and that:
 - (a) that up to the date of your acknowledgement of this notice, you have not received any notice of any prior assignments, charges, or other security or third party interests in or to the [Policy]/[Contract]*, you are not aware of any breach of the terms of the [Policy]/[Contract]*, and you will notify the Lender promptly if you should do so in the future;
 - (b) following a receipt of an Enforcement Notice:

- (i) the Lender shall be entitled immediately or at any time thereafter to exercise all our rights, powers and discretions in respect of the [Policy]/[Contract]*; and
- (ii) you will not permit any sums to be paid to us or to any person pursuant to the [Policy]/[Contract]* without the prior written consent of the Lender; [and
- (c) if you make any attempt to amend, terminate or cancel the [Policy]/[Contract]*, you will liaise with and notify the Lender and not us.

7 This notice shall be governed by and construed in accordance with English law.

Yours faithfully

For and on behalf of
•[Chargor]

[On copy]

To •[Lender]
•[Address]

Attention: •

Dear Sirs,

We acknowledge receipt of the above notice (the "Notice") and confirm that we agree with, and undertake to comply with, its terms, including without limitation the matters set out in Clause 6 of the notice.

For and on behalf of
•

Dated:

NOTES:

* Delete as appropriate

** Include in notices for insurance policies only

Schedule 4

Form of Accession Deed

This Accession Deed made on

20●●

Between:

- (1) [●] (company number: ●) whose registered office is at [●] (the "New Chargor"); and
- (2) [●] Bank plc as Lender (the "Lender"),

and is supplemental to a Debenture granted by ● Limited and others in favour of the Lender on ● 20●● (the "Debenture").

Now this Deed witnesses as follows:

1 Definitions and Interpretation

Words and expressions defined in the Debenture shall have the same meaning in this Accession Deed.

2 Confirmation

The New Chargor confirms it has been supplied with a copy of the Debenture.

3 Accession

The New Chargor:

- (a) covenants with the Lender for the benefit of the Lender (including their respective assigns, transferees and successors in title) to be bound by all the terms of the Debenture; and
- (b) creates and grants with effect from the date of this Deed, the mortgages, charges, assignments and other Security which are stated to be created or granted pursuant to the Debenture,

as if the New Chargor had been an original party to the Debenture as a Chargor.

4 Security

- 4.1 Without prejudice to the generality of Clause 3 of this Deed, the New Chargor charges and assigns with full title guarantee in favour of the Lender:

- (a) by way of legal mortgage, the Property specified in Part 1 of the Schedule to this Deed, and all Rights relating to such Property;
- (b) by way of first fixed charge:
 - (i) all Property not validly charged in Clause 4.1(a) and all Rights relating to such Property;
 - (ii) all easements, rights and agreements in respect of all Property; and
 - (iii) all proceeds of sale derived from all Property;

- (c) by way of first fixed charge, its Contracts;
- (d) by way of first fixed charge, its Book Debts;
- (e) by way of first fixed charge, all its Intellectual Property Rights;
- (f) by way of first fixed charge, its Plant and Machinery;
- (g) by way of first fixed charge, the Securities specified in Part 2 of the Schedule to this Deed;
- (h) by way of first fixed charge, all its Securities not charged by Clause 4.1(g);
- (i) by way of first fixed charge, all its Derivative Assets of a capital nature;
- (j) by way of first fixed charge, all its Derivative Assets of an income nature;
- (k) by way of first fixed charge all its present and future bank accounts, cash at bank and credit balances (excluding those arising on fluctuating accounts) with any bank or other person and all rights relating to or attaching to them (including the right to interest);
- (l) by way of first fixed charge, all its goodwill and uncalled capital for the time being;
- (m) by way of absolute assignment, all present and future insurances in respect of any Fixed Charge Assets and the proceeds of such insurances;
- (n) by way of absolute assignment, all other present and future insurances and the proceeds of such insurances not charged by Clause 4.1(n);
- (o) by way of absolute assignment, the benefit of contracts specified as Assigned Contracts in Part 3 of the Schedule to this Deed;
- (p) by way of absolute assignment, the benefit of the Hedging Agreements and any letters of credit issued to it;
- (q) by way of absolute assignment, all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Charge Asset, except to the extent such rights, money or property are for the time being effectively charged under the provisions of Clauses 4.1(a) to 4.1(p) above;
- (r) by way of first fixed charge, its rights now or hereafter to recover any VAT on any supplies made to it relating to the Assets any tax refund, rebate or repayment, and any sums so recovered; and
- (s) by way of first floating charge, all its undertaking and assets whatsoever, wherever situate, whether movable, immovable, present or future, including, without limitation, its uncalled capital for the time being and all its undertaking and assets referred to above which are, for any reason, not validly charged or assigned pursuant to Clauses 4.1(a) to 4.1(r) (inclusive) of this Deed.

4.2 The assignments set out in Clause 4.1 are absolute assignments for the purposes of section 136 LPA and are not made by way of charge only.

4.3 The floating charge created by Clause 4.1(s) of this Deed is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

5 Construction

Save as specifically varied in respect of the New Chargor only, the Debenture shall continue and remain in full force and effect this Accession Deed shall be read and construed as one with the Debenture so that all references to "this Debenture" in the Debenture shall include reference to this Accession Deed.

6 Governing Law

This Accession Deed shall be governed by and construed according to English law.

In witness whereof the New Chargor and the Lender have caused this Accession Deed to be duly executed on the date appearing at the head of page 1.

[Add signature blocks after Schedule]

Schedule to Accession Deed

Part 1

Property

Chargor	Short Description of Property	Title Number (if registered)
[•] Limited	[•]	[•]

Part 2

Securities

Chargor	Name of company in which Securities are held	Securities held
[•] Limited	[•] Limited	[•] [ordinary] shares

Part 3

Assigned Contracts

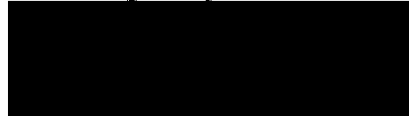
Chargor	Date of contract	Parties to contract	Details of contract
[•] Limited	[•]	[•]	[•]

Signatures

The Company

Executed and Delivered as a Deed
for and on behalf of
ISG Central Services Limited
by
in the presence of a witness:

)
)
)
)
)



Director

Witness signature:

Name:

Address:

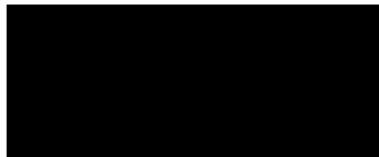
Occupation:

Other Chargors

.....
ALISON WILSON
.....
.....
ISG plc
Aldgate House
33 Aldgate High Street
London
EC3N 1AG
PERSONAL ASSISTANT

Executed and Delivered as a Deed
for and on behalf of
Interior Services Group (UK Holdings)
Limited
by
in the presence of a witness:

)
)
)
)
)



Director

Witness signature:

Name:

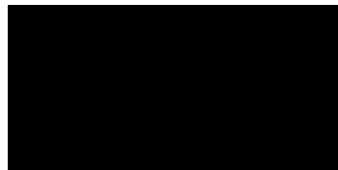
Address:

Occupation:

.....
ALISON WILSON
.....
.....
ISG plc
Aldgate House
33 Aldgate High Street
London
EC3N 1AG
PERSONAL ASSISTANT

Executed and Delivered as a Deed
for and on behalf of
ISG Interior Services Group UK
Limited
by
in the presence of a witness:

)
)
)
)
)
)



Director

Witness signature:



Name:

ALISON WILSON

Address:

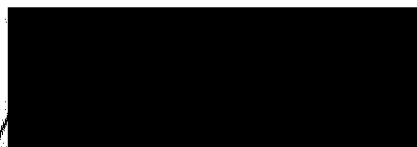
ISG plc
Aldgate House
33 Aldgate High Street
London
EC3N 1AG

Occupation:

PERSONAL ASSISTANT

Executed and Delivered as a Deed
for and on behalf of
Interior Group Services Limited
by
in the presence of a witness:

)
)
)
)
)
)



Director

Witness signature:



Name:

ALISON WILSON

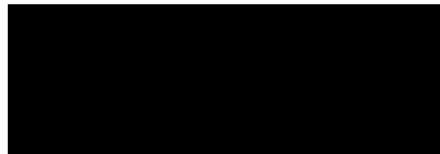
Address:

ISG plc
Aldgate House
33 Aldgate High Street
London
EC3N 1AG

Occupation:

PERSONAL ASSISTANT

Executed and Delivered as a Deed)
for and on behalf of)
ISG UK Fit Out Limited)
by)
in the presence of a witness:)



Director

Witness signature:



Name:

..... ALISON WILSON

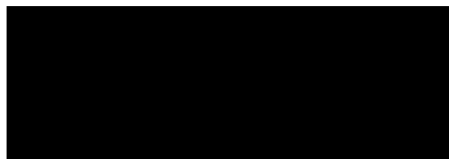
Address:

..... ISG plc
..... Aldgate House
..... 33 Aldgate High Street
..... London
..... EC3N 1AG

Occupation:

..... PERSONAL ASSISTANT

Executed and Delivered as a Deed)
for and on behalf of)
ISG Fit Out Limited)
by)
in the presence of a witness:)



Director

Witness signature:



Name:

..... ALISON WILSON

Address:

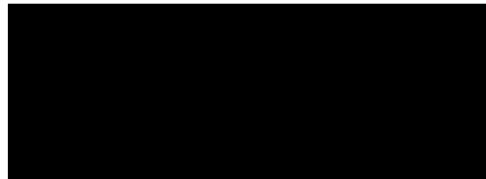
..... ISG plc
..... Aldgate House
..... 33 Aldgate High Street
..... London
..... EC3N 1AG

Occupation:

..... PERSONAL ASSISTANT

Executed and Delivered as a Deed
for and on behalf of
ISG Retail Limited
by
in the presence of a witness:

)
)
)
)
)



Director

Witness signature:

Name:

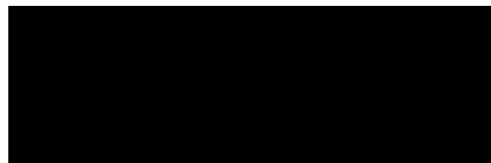
Address:

Occupation:

.....
ALISON WILSON
.....
ISG plc
Aldgate House
33 Aldgate High Street
London
EC3N 1AG
PERSONAL ASSISTANT

Executed and Delivered as a Deed
for and on behalf of
ISG UK Retail Limited
by
in the presence of a witness:

)
)
)
)
)



Director

Witness signature:

Name:

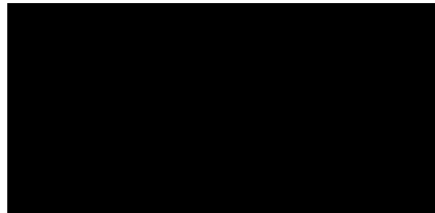
Address:

Occupation:

.....
ALISON WILSON
.....
ISG plc
Aldgate House
33 Aldgate High Street
London
EC3N 1AG
PERSONAL ASSISTANT

Executed and Delivered as a Deed
for and on behalf of
ISG Pearce Limited
by
in the presence of a witness:

)
)
)
)
)




Director

Witness signature:

Name:

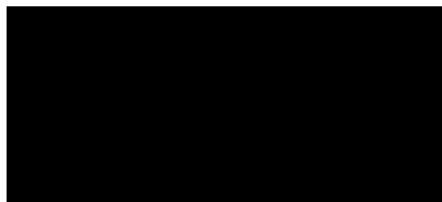
Address:

Occupation:


ALISON WILSON
ISG plc
Aldgate House
33 Aldgate High Street
London
EC3N 1AG
PERSONAL ASSISTANT

Executed and Delivered as a Deed
for and on behalf of
ISG Construction Holdings Limited
by
in the presence of a witness:

)
)
)
)
)




Director

Witness signature:

Name:

Address:

Occupation:

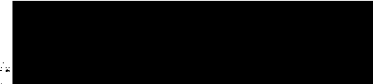

ALISON WILSON
ISG plc
Aldgate House
33 Aldgate High Street
London
EC3N 1AG
PERSONAL ASSISTANT

Executed and Delivered as a Deed
for and on behalf of
ISG Construction Limited
by
in the presence of a witness:



Director

Witness signature:



Name:

ALISON WILSON

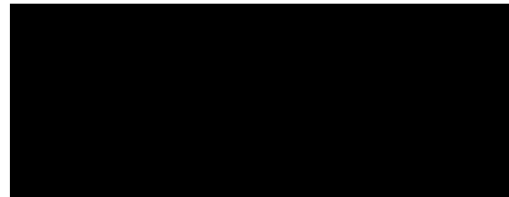
Address:

ISG plc
Aldgate House
33 Aldgate High Street
London
EC3N 1AG

Occupation:

PERSONAL ASSISTANT

Executed and Delivered as a Deed
for and on behalf of
ISG South Limited
by
in the presence of a witness:



Director

Witness signature:



Name:

ALISON WILSON

Address:

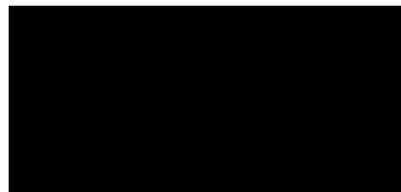
ISG plc
Aldgate House
33 Aldgate High Street
London
EC3N 1AG

Occupation:

PERSONAL ASSISTANT

Executed and Delivered as a Deed
for and on behalf of
ISG Overseas Investments Limited
by
in the presence of a witness:

)
)
)
)
)



Director

Witness signature:

Name:

Address:

Occupation:

.....
.....

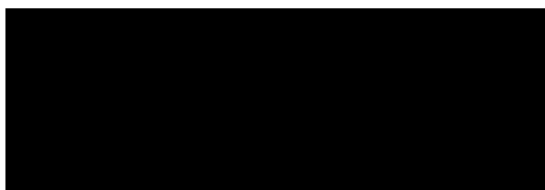
ALISON WILSON

..... ISG plc
..... Aldgate House
..... 33 Aldgate High Street
..... London
..... EC3N 1AG

PERSONAL ASSISTANT

Executed and Delivered as a Deed
for and on behalf of
Realys Limited
by
in the presence of a witness:

)
)
)
)
)



Director

Witness signature:

Name:

Address:

Occupation:

.....
.....

ALISON WILSON

..... ISG plc
..... Aldgate House
..... 33 Aldgate High Street
..... London
..... EC3N 1AG

PERSONAL ASSISTANT

1. 2. 3. 4.

[illegible]

ALAN WILSON

[illegible]

ISG plc
Aldgate House
33 Aldgate High Street
London
EC3N 1AG

PERSONAL ASSISTANT

The Lender

Signed for and on behalf of)
The Royal Bank of Scotland plc)
by its duly authorised attorney)
in the presence of:)

Attorney

Signature of witness:

Name:

Address:

Occupation:

The Lender

Signed for and on behalf of
The Royal Bank of Scotland plc
by its duly authorised attorney
in the presence of:

)
)
)
)



Attorney

Signature of witness



Name: JORDAN CAMPBELL

Address:



Occupation: BANKING.