

MR01

Particulars of a charge



A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

✓ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

✗ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. This must be scanned and placed on the public record.

SATURDAY



A12 *A2C0G03E* 06/07/2013 #272
COMPANIES HOUSE

1 Company details

Company number 0 7 6 2 5 3 0 9

Company name in full Coxbench Manufacturing Limited (the "Company")

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d2 d7 m0 m6 y2 y0 y1 y3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name SIG Trading Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

All land vested in the Company (now or in the future) and any intellectual property

For further details, please see the instrument

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Pinset Masars LLP.

X

This form must be signed by a person with an interest in the charge

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **Andrew Senior (111118 07356)**

Company name **Pinsent Masons LLP**

Address **1 Park Row**

Post town **Leeds**

County/Region

Postcode **L S 1 5 A B**

Country

DX **26440 Leeds 28**

Telephone **0113 244 5000**



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



PH

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7625309

Charge code: 0762 5309 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th June 2013 and created by COXBENCH MANUFACTURING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th July 2013

Given at Companies House, Cardiff on 10th July 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

DATED 27 June 2013

(1) THE CHARGORS

(2) SIG TRADING LIMITED
(as Secured Party)

GUARANTEE AND DEBENTURE

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

Pinsent Masans.



Pinsent Masans

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THIS DEED is made on 27 June 2013

BETWEEN -

- (1) **THE COMPANIES** whose names and registered offices are set out in Schedule 1 (together with each company which becomes a party to this Deed by executing a Deed of Accession, each a "**Chargor**" and together the "**Chargors**"), and
- (2) **SIG TRADING LIMITED**, a company incorporated in England and Wales with company number 01451007 whose registered office is at Hillsborough Works, Langsett Road, Sheffield S6 2LW (the "**Secured Party**")

THIS DEED WITNESSES as follows -

1 INTERPRETATION

1.1 Definitions

In this Deed -

"Account"	means any account opened or maintained by any Chargor at any bank or financial institution
"Assigned Account"	means any Account which may from time to time be agreed by the Secured Party and the Parent to be an Assigned Account
"Charged Property"	means all the assets and undertaking of the Chargors which from time to time are, or purport to be, the subject of the security created in favour of the Secured Party by or pursuant to this Deed
"Deed of Accession"	means a deed substantially in the form of Schedule 6 (<i>Deed of Accession</i>) executed, or to be executed, by a person becoming a Chargor
"Default Rate"	means the rate specified in clause [9] of the Facility Agreement
"Event of Default"	means any of the events set out in clause [8.1] of the Facility Agreement
"Facility Agreement"	means the facility agreement dated on or about the date of this Deed and made between (1) the Secured Party as Lender and (2) the Parent as Borrower
"Finance Document"	means the Facility Agreement, this Deed and any other document designated a Finance Document by the Secured Party and the Chargor
"Fixed Plant and Equipment"	means all plant, machinery or equipment of each Chargor of any kind which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building

"Fixtures"	means all things of any kind now or at any time affixed to land for any purpose, including, without limitation, trade and tenants fixtures
"Insurances"	means, together with those insurance policies details of which are set out in Schedule 4 (<i>Details of Material Insurances</i>), or in Schedule 3 to any Deed of Accession by which a Chargor becomes a party to this Deed, any policy of insurance or assurance
"Intellectual Property"	<p>means together with, but not limited to, the intellectual property details of which are set out in Schedule 5 (<i>Details of Intellectual Property</i>), or in Schedule 4 to any Deed of Accession by which a Chargor becomes a party to this Deed, any of the following -</p> <ul style="list-style-type: none"> (a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above, (b) any invention, copyright, design right or performance right, (c) any trade secrets, know-how and confidential information, and (d) the benefit of any agreement or licence for the use of any such right
"Land"	<p>means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "Land" excludes heritable property situated in Scotland</p>
"Loose Plant and Equipment"	means, in relation to each Chargor, all plant, machinery, equipment and motor vehicles now or at any time owned by such Chargor as a capital asset which is not Fixed Plant and Equipment
"LPA"	means the Law of Property Act 1925
"Monetary Claims"	means all book and other debts and monetary claims now or in the future owing to each Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt
"Notice of Assignment"	means a notice of assignment in substantially the form set out in Schedule 7 (<i>Form of Notice of Assignment of Insurance</i>), Schedule 8 (<i>Form of Notice of Assignment of Assigned Accounts</i>), Schedule 9 (<i>Form of Notice of</i>

	<i>Assignment of Specific Contract</i>) or in such form as may be specified by the Secured Party
"Parent"	means Coxbench Manufacturing Limited (company number 07625309) whose registered office is at Unit 3, Export Drive, Huthwaite, Sutton-in-Ashfield, Nottinghamshire, NG17 6AF
"Party"	means a party to this Deed
"Receiver"	means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property
"Regulations"	means the Financial Collateral Arrangements (No2) Regulations 2003 (S I 2003/2336) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and "Regulation" means any of them
"Related Rights"	means in relation to any Charged Property <ul style="list-style-type: none"> (a) the proceeds of sale of any part of that Charged Property, (b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property, (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property, and (d) any moneys and proceeds paid or payable in respect of that Charged Property
"Secured Liability"	means any liability expressed to be due, owing or payable by any Chargor under or in connection with any of the Finance Documents (together the "Secured Liabilities")
"Securities"	means all the right, title and interest of a Chargor, now or in the future, in any - <ul style="list-style-type: none"> (a) stocks, shares, bonds, debentures, loan stocks, or other securities issued by any person, (b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, Deeds, loan stocks or other securities or investments issued by any person, and (c) units or other interests in any unit trust or collective investment scheme, <p>other than the Shares</p>
"Secured Party"	includes the Secured Party's successors in title and any successor appointed in accordance with the Finance Documents

"Security"	means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect
"Security Documents"	means this Deed, and any other document entered into by a Chargor creating Security in favour of the Secured Party
"Shares"	means all of the shares in the capital of each of the companies specified in Schedule 3 (<i>Details of Shares</i>) and any Shares in the capital of any other member of the Group owned by any Chargor or held by any nominee on behalf of any Chargor at any time, or in Schedule 2 to any Deed of Accession by which a Chargor becomes a party to this Deed, held by, to the order of or on behalf of, any Chargor at any time
"Specific Contracts"	means any agreement specified in Schedule 5 to any Deed of Accession by which a Chargor becomes a party to this Deed

1 2 **Incorporation of terms**

Unless the context otherwise requires or unless defined in this Deed, all words and expressions defined or whose interpretation is provided for in the Facility Agreement shall have the same meanings in this Deed

1 3 **Effect as a deed**

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Secured Party

1 4 **Law of Property (Miscellaneous Provisions) Act 1989**

The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

1 5 **Third party rights**

1 5 1 Unless expressly provided to the contrary in this Deed a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or enjoy the benefit of any term of this Deed

1 5 2 Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time

1 6 **The Parent as agent for the Chargors**

1 6 1 Each Chargor (other than the Parent) by its execution of this Deed or a Deed of Accession irrevocably appoints the Parent to act on its behalf as its agent in relation to the Finance Documents and irrevocably authorises -

- (a) the Parent on its behalf to supply all information concerning itself contemplated by this Agreement to the Secured Party and to give all notices and instructions to execute on its behalf any Deed of Accession, to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by

any Chargor notwithstanding that they may affect the Chargor, without further reference to or the consent of that Chargor, and

- (b) the Secured Party to give any notice, demand or other communication to that Obligor pursuant to the Finance Documents to the Parent,

and in each case the Chargors shall be bound as though the Chargor itself had given the notices and instructions or executed or made the agreements or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication

- 1 6 2 Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the Parent or given to the Parent under any Finance Document on behalf of another Chargor or in connection with any Finance Document (whether or not known to any other Chargor and whether occurring before or after such other Chargor became an Chargor under any Finance Document) shall be binding for all purposes on that Chargor as if that Chargor had expressly made, given or concurred with it. In the event of any conflict between any notices or other communications of the Parent as agent for the Chargors and any other Chargor, those of the Parent shall prevail

2 COVENANT TO PAY

2 1 Secured Liabilities

Each Chargor covenants that it will on demand of the Secured Party pay and discharge any or all of the Secured Liabilities when due

2 2 Interest

Each Chargor covenants to pay interest to the Secured Party upon any sum demanded in accordance with Clause 2 1 (*Secured Liabilities*) until payment (both before and after any judgment) at the Default Rate

3 GUARANTEE AND INDEMNITY

3 1 Guarantee and indemnity

Each Chargor irrevocably and unconditionally jointly and severally -

- 3 1 1 guarantees to the Secured Party punctual performance by each other Chargor of all that Chargor's obligations under the Finance Documents,
- 3 1 2 undertakes with the Secured Party that whenever another Chargor does not pay any amount when due under or in connection with any Finance Document, that Chargor shall immediately on demand pay that amount as if it was the principal chargor, and
- 3 1 3 agrees with the Secured Party that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Secured Party immediately on demand against any cost, loss or liability it incurs as a result of a Chargor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due. The amount payable by a Chargor under this indemnity will not exceed the amount it would have had to pay under this Clause 3 if the amount claimed had been recoverable on the basis of a guarantee

3 2 Continuing Guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Chargor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part

3 3 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made by the Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under this Clause 3 will continue or be reinstated as if the discharge, release or arrangement had not occurred

3 4 Chargor Intent

Without prejudice to the generality of Clause 20 3 (*Waiver of defences*), each Chargor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following business acquisitions of any nature, increasing working capital, enabling investor distributions to be made, carrying out restructurings, refinancing existing facilities, refinancing any other indebtedness, making facilities available to new borrowers, any other variation or extension of the purposes for which any such facility or amount might be made available from time to time, and any fees, costs and/or expenses associated with any of the foregoing

3 5 Immediate recourse

Each Chargor waives any right it may have of first requiring the Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Clause 3. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary

3 6 Appropriations

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, the Secured Party (or any trustee or agent on its behalf) may -

3 6 1 refrain from applying or enforcing any other moneys, security or rights held or received by the Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same, and

3 6 2 hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Clause 3

3 7 Deferral of Chargors' rights

3 7 1 Until all amounts which may be or become payable by the Chargors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Clause 3

- 3 7 2 to be indemnified by a Chargor,
- 3 7 3 to claim any contribution from any other Chargor of any Chargor's obligations under the Finance Documents,
- 3 7 4 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Party under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Secured Party,
- 3 7 5 to bring legal or other proceedings for an order requiring any Chargor to make any payment, or perform any obligation, in respect of which any Chargor has given a guarantee, undertaking or indemnity under Clause 3 1 (*Guarantee and indemnity*),
- 3 7 6 to exercise any right of set-off against any Chargor, and/or
- 3 7 7 to claim or prove as a creditor of any Chargor in competition with the Secured Party

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Party by the Chargors under or in connection with the Finance Documents to be repaid in full on trust for the Secured Party and shall promptly pay or transfer the same to the Secured Party as the Secured Party may direct for application in accordance with the terms of this Deed

3 8 **Release of Chargors' right of contribution**

If any Chargor (a "**Retiring Chargor**") ceases to be a Chargor in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of that Retiring Chargor then on the date such Retiring Chargor ceases to be a Chargor -

- 3 8 1 that Retiring Chargor is released by each other Chargor from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Chargor arising by reason of the performance by any other Chargor of its obligations under the Finance Documents, and
- 3 8 2 each other Chargor waives any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Party under any Finance Document or of any other security taken pursuant to, or in connection with, any Finance Document where such rights or security are granted by or in relation to the assets of the Retiring Chargor

3 9 **Additional security**

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

3 10 **Guarantee Limitations**

This guarantee does not apply to any liability to the extent that it would result in this guarantee constituting unlawful financial assistance within the meaning of sections 678 or 679 of the Companies Act 2006

3 11 **Interest**

Each Chargor covenants to pay interest on any sum demanded in accordance with Clause 2 1 (*Secured Liabilities*) until payment (both before and after any judgment) at the Default Rate

3 12 Guarantee binding

Each Chargor agrees to be bound by the guarantee contained in Clause 3 1, even if any other company which was intended to execute this Deed may not do so or may not be effectually bound

3 13 Demands

The making of one demand under this Deed will not preclude the Secured Party from making any further demands

4 CHARGES

4 1 Mortgages and Fixed Charges

As a continuing security for payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Secured Party all its right, title and interest from time to time in each of the following assets -

4 1 1 by way of legal mortgage all Land which is described in Schedule 2 or in Schedule 1 to any Deed of Accession by which a Chargor becomes party to this Deed and all other Land now vested in any Chargor,

4 1 2 by way of fixed charge all other Land now vested in any Chargor (to the extent not effectively charged by Clause 4 1 1) and all Land acquired by any Chargor after the date of this Deed,

4 1 3 by way of equitable mortgage or (if or to the extent that this Deed does not take effect as a mortgage) by way of fixed charge the Shares,

4 1 4 by way of fixed charge -

- (a) the Securities,
- (b) the Intellectual Property,
- (c) the Monetary Claims,
- (d) the Fixed Plant and Equipment,
- (e) the Loose Plant and Equipment,
- (f) the Accounts (other than the Assigned Accounts),
- (g) the Related Rights under or in connection with the Shares, the Securities, the Accounts (other than the Assigned Accounts), the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment,
- (h) to the extent not assigned or effectively assigned by Clause 4 3 (*Assignments*), the Specific Contracts, the Insurances, the Assigned Accounts and other agreements and all Related Rights in respect of such Charged Property, and
- (i) its present and future goodwill and uncalled capital

4 2 Floating Charge

As continuing security for payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Secured Party by way of floating charge the whole of such Chargor's undertaking and assets, present and future and wherever situated, which are not for any reason effectively charged or assigned (whether in law or equity) by way of fixed security by this Deed, including, without limitation, any heritable property of such Chargor situated in Scotland

4 3 Assignments

As continuing security for payment and discharge of the Secured Liabilities, each Chargor with full title guarantee assigns absolutely in favour of the Secured Party, but subject to the right of such Chargor to redeem such assignment upon the full payment or discharge of the Secured Liabilities, its right, title and interest from time to time in each of the following assets -

4 3 1 the Specific Contracts,

4 3 2 the Insurances,

4 3 3 the Assigned Accounts,

4 3 4 all rights under any agreement to which it is a party and which is not mortgaged or charged under Clause 4 1 (*Mortgages and Fixed Charges*),

together with all Related Rights in respect of such Charged Property, provided that each Chargor is entitled until the occurrence of an Event of Default to exercise all rights assigned under this Clause 4 3 (*Assignments*) (subject to the terms of the Finance Documents) and the Secured Party will reassign any such rights to the extent necessary to enable such Chargor to do so

4 4 Trust

If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the relevant Chargor shall hold it on trust for the Secured Party

4 5 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by this Deed

5 CRYSTALLISATION OF FLOATING CHARGE

5 1 Crystallisation: By Notice

The Secured Party may at any time by notice in writing to any Chargor convert the floating charge created by Clause 4 2 (*Floating Charge*) with immediate effect into a fixed charge as regards any property or assets specified in the notice if -

5 1 1 an Event of Default has occurred, or

5 1 2 the Secured Party considers that any of the Charged Property may be in immediate or imminent jeopardy or in danger of being seized or sold pursuant to any form of legal process, or

5 1 3 the Secured Party considers that it is necessary in order to protect the priority of the Security created by or pursuant to this Deed

5 2 **Crystallisation: Automatic**

The floating charge created by Clause 4 2 (*Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to the floating charge if -

- 5 2 1 any Chargor creates or attempts to create any Security (other than a Permitted Envumbrance) over any of the Charged Property, or
- 5 2 2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property, or
- 5 2 3 any step is taken (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of any Chargor, over all or any part of its assets, or if such person is appointed

5 3 **Crystallisation: Moratorium where directors propose voluntary arrangement**

The floating charge created by Clause 4 2 (*Floating Charge*) may not be converted into a fixed charge solely by reason of -

- 5 3 1 the obtaining of a moratorium, or
 - 5 3 2 anything done with a view to obtaining a moratorium,
- under Schedule A1 to the Insolvency Act 1986

6 **PERFECTION OF SECURITY**

6 1 **Notices of Assignment**

The Chargors shall deliver to the Secured Party (or procure delivery of) Notices of Assignment duly executed by, or on behalf of, the applicable Chargors -

- 6 1 1 in respect of each Specific Contract, on the date of this Deed and promptly upon entering into any further Specific Contract after the date of this Deed,
- 6 1 2 in respect of the Insurances, on the date of this Deed and promptly upon purchasing any further Insurance after the date of this Deed,
- 6 1 3 in respect of each Assigned Account, promptly upon the designation at any time by the Secured Party and the Parent of any Account as an Assigned Account, and
- 6 1 4 in respect of any other asset which is the subject of an assignment pursuant to Clause 4 3 (*Assignments*), promptly upon the request of the Secured Party from time to time,

and in each case shall use all reasonable endeavours to procure that each notice is acknowledged by the party to whom such Notice of Assignment is addressed

6 2 **Notices of Charge**

The Chargors shall promptly deliver to the Secured Party (or procure delivery of) notices of charge (in form and substance satisfactory to the Secured Party) duly executed by, or on behalf of, the applicable Chargor and acknowledged by each of the banks or financial institutions with which any of the Accounts are opened or maintained. The execution of this Deed by the Chargors and the Secured Party shall constitute notice to the Secured Party of the charge created over any Account opened or maintained with the Secured Party (including, for the avoidance of doubt, any Assigned Account)

6 3 Delivery of Documents of Title

The Chargors shall upon receipt or entitlement thereof or upon the acquisition by any Chargor of any interest in any Land deliver (or procure delivery) to the Secured Party of either -

6 3 1 all deeds, certificates and other documents relating to such Land (which the Secured Party shall be entitled to hold and retain), or

6 3 2 an undertaking from the Parent's solicitors (in form and substance acceptable to the Secured Party) to hold all deeds, certificates and other documents of title relating to such Land strictly to the order of the Secured Party

6 4 Application to the Land Registry

Each Chargor and the Secured Party apply to the Land Registry for the following to be entered on the registered title to any Land now or in the future owned by it -

6 4 1 a restriction in the following terms -

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated *[insert date]* in favour of SIG Trading Limited referred to in the charges register (Form P)"

6 4 2 a notice that the Lender is under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents and the security created by the charge dated *[insert date]* in favour of SIG Trading Limited has been created for the purpose of securing such further advances

6 5 Delivery of Share Certificates

The Chargors shall -

6 5 1 deposit with the Secured Party (or procure the deposit of) all certificates or other documents of title to the Shares, and stock transfer forms relating to the Shares (stamped and executed in blank by or on behalf of the applicable Chargor), and

6 5 2 promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares, deliver to the Secured Party (a) all certificates or other documents of title representing such items and (b) such stock transfer forms or other instruments of transfer (stamped and executed in blank on behalf of the applicable Chargor) in respect of such stocks, shares, warrants or other securities as the Secured Party may request

6 6 Intellectual Property

Each Chargor shall, if requested by the Secured Party and at such Chargor's cost, execute all such further assignments, transfers, charges or other documents in such form as the Secured Party may require and do all acts that the Secured Party may require to perfect the Security taken by, or to record the interest of, the Secured Party in any registers relating to any registered Intellectual Property

7 RESTRICTIONS AND FURTHER ASSURANCE

7 1 Security

Each Chargor undertakes that it shall not create or permit to subsist any Security over any Charged Property except as expressly permitted under the terms of Finance Documents

7 2 Disposal

Each Chargor undertakes that it shall not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Property

7 3 Further assurance

Each Chargor shall promptly do whatever the Secured Party requires to -

7 3 1 perfect or protect the Security created or expressed to be created by this Deed, or its priority, or

7 3 2 facilitate the realisation of the Charged Property or the exercise of any rights vested in the Secured Party or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Property (whether to the Secured Party or its nominees or otherwise), making any registration and giving any notice, order or direction

8 SHARES AND SECURITIES

8 1 Shares: Before an Event of Default

Prior to the occurrence of an Event of Default, the Chargors shall -

8 1 1 pay all dividends, interest and other monies arising from the Shares into an Account, and

8 1 2 exercise all voting rights in relation to the Shares for any purpose not inconsistent with the terms of the Finance Documents

8 2 Shares: After an Event of Default

After the occurrence of an Event of Default, the Secured Party may at its discretion (in the name of any Chargor or otherwise and without any further consent or authority from any Chargor) -

8 2 1 exercise (or refrain from exercising) any voting rights in respect of the Shares,

8 2 2 apply all dividends, interest and other monies arising from the Shares in accordance with Clause 14 (*Application of Moneys*),

8 2 3 transfer the Shares into the name of such nominee(s) of the Secured Party as it shall require, and

8 2 4 exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares, including the right, in relation to any company whose shares or other securities are included in the Charged Property, to concur or participate in -

(a) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence of such reconstruction, amalgamation, sale or other disposal),

(b) the release, modification or variation of any rights or liabilities attaching to such shares or securities, and

- (c) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

in each case in such manner and on such terms as the Secured Party may think fit, and the proceeds of any such action shall form part of the Charged Property

8 3 Securities and Shares: Payment of Calls

The Chargors shall pay when due all calls or other payments which may be or become due in respect of any of the Securities and Shares which are not fully paid (unless reasonably contested), and in any case of default by any Chargor in such payment, the Secured Party may, if it thinks fit, make such payment on behalf of such Chargor in which case any sums paid by the Secured Party shall be reimbursed by the Chargor to the Secured Party on demand and shall carry interest from the date of payment by the Secured Party until reimbursed at the rate notified to the Chargor by the Secured Party

8 4 Securities: Delivery of Documents of Title

After the occurrence of an Event of Default, the Chargors shall promptly on the request of the Secured Party deliver (or procure delivery) to the Secured Party, and the Secured Party shall be entitled to retain, all of the Securities and any certificates and other documents of title representing the Securities to which any Chargor (or its nominee(s)) is or becomes entitled together with any other document which the Secured Party may request (in such form and executed as the Secured Party may require) with a view to perfecting or improving its security over the Securities or to registering any Securities in its name or the name of any nominee(s)

8 5 Securities: Exercise of Rights

The Chargors shall not exercise any of their respective rights and powers in relation to any of the Securities in any manner which, in the opinion of the Secured Party, would prejudice the effectiveness of, or the ability of the Secured Party to realise, the security created by or pursuant to this Deed

9 ACCOUNTS

9 1 Accounts. Notification and Variation

The Chargors, during the subsistence of this Deed -

9 1 1 shall promptly deliver to the Secured Party on the date of this Deed (and, if any change occurs after the date of this Deed, on that date), details of each Account maintained by it with any bank or financial institution (other than with the Secured Party), and

9 1 2 shall not, without the Secured Party's prior written consent, permit or agree to any variation of the rights attaching to any Account or close any Account unless such account closure is notified in advance to the Secured Party

9 2 Accounts: Operation Before an Event of Default

The Chargors shall, prior to the occurrence of an Event of Default, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account (other than an Assigned Account)

9 3 Accounts: Operation After an Event of Default

After the occurrence of an Event of Default the Chargors shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior consent of the Secured Party

9 4 **Assigned Accounts**

9 4 1 The Chargors shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Assigned Account except with the prior consent of the Secured Party or as expressly permitted pursuant to the terms of the Finance Documents

9 4 2 The Secured Party shall, upon the occurrence of an Event of Default, be entitled without notice to exercise from time to time all rights, powers and remedies held by it as assignee of the Assigned Accounts and to -

- (a) demand and receive all and any monies due under or arising out of each Assigned Account, and
- (b) exercise all such rights as the Chargors were then entitled to exercise in relation to such Assigned Account or might, but for the terms of this Deed, exercise

9 5 **Accounts: Application of Monies**

The Secured Party shall, upon the occurrence of an Event of Default be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Liabilities in accordance with Clause 14 (*Application of Moneys*)

10 **MONETARY CLAIMS**

10 1 **No dealing with Monetary Claims**

The Chargors shall not at any time during the subsistence of this Deed, without the prior written consent of the Secured Party or as permitted pursuant to the terms of the Finance Documents, sell, factor, discount, transfer, assign, lend or otherwise dispose of any of the Monetary Claims or enter into any agreement to do any of the foregoing

10 2 **Proceeds of Monetary Claims**

The Chargors shall get in and realise the Monetary Claims in the ordinary course of business and pay the proceeds of those Monetary Claims into an Account (and, where required under the Finance Documents, an Assigned Account)

11 **INSURANCES**

11 1 **Insurances: Undertakings**

The Chargors shall at all times during the subsistence of this Deed -

11 1 1 keep the Charged Property insured in accordance with the terms of the Finance Documents,

11 1 2 if required by the Secured Party, cause each Insurance relating to the Charged Property other than any Insurances which have been the subject of a Notice of Assignment pursuant to Clause 6 (*Perfection of Security*) to contain (in form and substance satisfactory to the Secured Party) an endorsement naming the Secured Party as loss payee in respect of all claims,

11 1 3 promptly pay all premiums and other moneys payable under all its Insurances or procure that such is done and promptly upon request, produce to the Secured Party a copy of each policy and evidence (acceptable to the Secured Party) of the payment of such sums (or procure that such is done), and

11 1 4 if required by the Secured Party, provide a copy of all Insurances relating to the Charged Property to the Secured Party

11 2 Insurance: Default

If any Chargor defaults in complying with Clause 11 1 (*Insurance Undertakings*), the Secured Party may effect or renew any such Insurance on such terms, in such name(s) and in such amount(s) as it considers appropriate, and all moneys expended by the Secured Party in doing so shall be reimbursed by the Chargors to the Secured Party on demand and shall carry interest from the date of payment by the Secured Party until reimbursed at the rate specified in Clause 2 (*Covenant to Pay*)

11 3 Application of Insurance Proceeds

All moneys received under any Insurance relating to the Charged Property shall, prior to the occurrence of an Event of Default, be applied in accordance with the terms of the Finance Documents. After the occurrence of an Event of Default the Chargors shall hold such moneys upon trust for the Secured Party pending payment to the Secured Party for application in accordance with Clause 14 (*Application of Moneys*) and each Chargor waives any right it may have to require that any such moneys are applied in reinstatement of any part of the Charged Property

12 DEMAND AND ENFORCEMENT

12 1 Enforcement

The Security created by this Deed shall become enforceable upon -

12 1 1 the occurrence of an Event of Default which is continuing,

12 1 2 any request being made by a Chargor to the Secured Party for the appointment of a Receiver or an administrator, or for the Secured Party to exercise any other power or right available to it, or

12 1 3 the occurrence of any event causing, or purporting to cause, the floating charge created by this Deed to become fixed in relation to any Charged Property

12 2 Powers on enforcement

At any time after the Security created by this Deed has become enforceable, the Secured Party may (without prejudice to any other rights and remedies and without notice to the Chargors) do all or any of the following -

12 2 1 exercise the power of sale under section 101 of the LPA together with all other powers and rights conferred on mortgagees by the LPA, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the LPA,

12 2 2 exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Charged Property, without the restrictions imposed by sections 99 and 100 of the LPA,

12 2 3 to the extent that any Charged Property constitutes Financial Collateral, as defined in the Regulations, appropriate it and transfer the title in and to it to the Secured Party insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18, and

12 2 4 subject to Clause 13 1 (*Method of appointment or removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Charged Property, and

12 2 5 appoint an administrator of any Chargor

12 3 Disposal of the Charged Property

In exercising the powers referred to in Clause 12 2 (*Powers on enforcement*), the Secured Party or any Receiver may sell or dispose of all or any of the Charged Property at the times, in the manner and order, on the terms and conditions and for the consideration determined by it

12 4 Same rights as Receiver

Any rights conferred by any Finance Document upon a Receiver may be exercised by the Secured Party, or to the extent permitted by law, an administrator, after the Security created by this Deed has become enforceable, whether or not the Secured Party shall have taken possession or appointed a Receiver of the Charged Property

12 5 Delegation

The Secured Party may delegate in any manner to any person any rights exercisable by the Secured Party under any Finance Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Secured Party thinks fit

13 RECEIVERS

13 1 Method of appointment or removal

Every appointment or removal of a Receiver, any delegate or any other person by the Secured Party under this Deed shall be in writing under the hand of any officer or manager of the Secured Party (subject to any requirement for a court order in the case of the removal of an administrative receiver)

13 2 Removal

The Secured Party may (subject to the application of section 45 of the Insolvency Act 1986) remove any person from office in relation to all or any part of the Charged Property of which he is the Receiver and at any time (before or after any person shall have vacated office or ceased to act as Receiver in respect of any of such Charged Property) appoint a further or other Receiver or Receivers over all or any part of such Charged Property

13 3 Powers

Every Receiver shall have and be entitled to exercise all the powers -

13 3 1 of the Secured Party under this Deed,

13 3 2 conferred by the LPA on mortgagees in possession and on receivers appointed under the LPA,

13 3 3 of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an administrative receiver,

13 3 4 in relation to any Charged Property, which he would have if he were its only beneficial owner, and

13 3 5 to do all things incidental or conducive to any functions, powers, authorities or discretions conferred or vested in the Receiver

13 4 Receiver as agent

The Receiver shall be the agent of the relevant Chargor (which shall be solely liable for his acts, defaults, remuneration, losses and liabilities) unless and until such Chargor goes into liquidation, from which time he shall act as principal and shall not become the agent of the Secured Party

13 5 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Deed

13 6 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by the Secured Party and the maximum rate specified in section 109(6) of the LPA shall not apply

14 APPLICATION OF MONEYS

14 1 Application of moneys

All sums received by virtue of this Deed and/or any other Security Documents by the Secured Party or any Receiver shall, subject to the payment of any claim having priority to this Deed, be paid or applied in the following order of priority -

14 1 1 **first**, in or towards satisfaction pro rata of, or the provision pro rata for, all costs, charges and expenses incurred and payments made by the Secured Party in relation to the Security Documents, or by any Receiver (including legal expenses), together with interest at the Default Rate (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full,

14 1 2 **secondly**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Secured Party or any Receiver,

14 1 3 **thirdly**, in or towards payment of the Secured Liabilities,

14 1 4 **fourthly**, in the payment of the surplus (if any), to the Chargor concerned or any other person entitled to it,

and section 109(8) of the LPA shall not apply

15 POWER OF ATTORNEY

15 1 Appointment

Each Chargor irrevocably and by way of security appoints -

15 1 1 the Secured Party (whether or not a Receiver has been appointed),

15 1 2 any delegate or sub delegate of, or other person nominated in writing by, an officer of the Secured Party, and

15 1 3 (as a separate appointment) each Receiver,

severally as such Chargor's attorney and attorneys with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of such Chargor, which such Chargor could be required to do or execute under any provision of this Deed, or which the Secured Party in its sole opinion may consider necessary or desirable for

perfecting its title to any of the Charged Property or enabling the Secured Party or the Receiver to exercise any of its rights or powers under this Deed

15 2 Ratification

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed pursuant to Clause 15 1 (*Appointment*) does or purports to do in the exercise or purported exercise of all or any of the powers, acts or other matters referred to in Clause 15 1 (*Appointment*)

16 CONSOLIDATION

16 1 Combination of accounts

In addition to any general lien, right to combine accounts, right of set-off or other right which it may at any time have, the Secured Party may at any time, without notice to the Chargor, combine or consolidate all or any accounts which it then has in relation to such Chargor (in whatever name) and any Secured Liabilities owed by such Chargor to the Secured Party, and/or set-off or transfer any amounts standing to the credit of one or more accounts of such Chargor in or towards satisfaction of any Secured Liabilities owed it on any other account or otherwise

16 2 Application

The Secured Party's rights under Clause 16 1 (*Combination of accounts*) apply -

16 2 1 whether or not any demand has been made under this Deed, or any liability concerned has fallen due for payment,

16 2 2 whether or not any credit balance is immediately available or subject to any restriction,

16 2 3 irrespective of the currencies in which any balance or liability is denominated, and the Secured Party may for the purpose of exercising its right elect to convert any sum or liability in one currency into any other at its spot rate applying at or about 11 00am on the date of conversion, and

16 2 4 in respect of any Secured Liabilities owed by the relevant Chargor, whether owed solely or jointly, certainly or contingently, presently or in the future, as principal or surety, and howsoever arising

17 PROTECTION OF THIRD PARTIES

17 1 Statutory powers

In favour of any purchaser, the statutory powers of sale and of appointing a Receiver which are conferred upon the Secured Party, as varied and extended by this Deed, and all other powers of the Secured Party, shall be deemed to arise (and the Secured Liabilities shall be deemed due and payable for that purpose) immediately after the execution of this Deed

17 2 Purchasers

No purchaser from or other person dealing with the Secured Party, any person to whom it has delegated any of its powers, or the Receiver shall be concerned -

17 2 1 to enquire whether any of the powers which the Secured Party or a Receiver have exercised has arisen or become exercisable,

17 2 2 to enquire whether the Secured Liabilities remain outstanding or whether any event has happened to authorise the Receiver to act, or

17 2 3 as to the propriety or validity of the exercise of those powers,

and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters

17 3 Receipts

All the protection to purchasers contained in sections 104 and 107 of the LPA, section 42(3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with the Secured Party, any Receiver or any person to whom any of them have delegated any of their powers

18 PROTECTION OF THE SECURED PARTY AND ANY RECEIVER

18 1 No liability

None of the Secured Party, any Receiver or any of their respective officers, employees or delegates shall be liable in respect of any cost, liability, expense, loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective rights under this Deed

18 2 Not mortgagee in possession

Without prejudice to any other provision of this Deed, entry into possession of any Charged Property shall not render the Secured Party, any Receiver or any of their respective officers or employees liable -

18 2 1 to account as mortgagee in possession,

18 2 2 for any loss on realisation, or

18 2 3 for any default or omission for which a mortgagee in possession might be liable,

and if and whenever the Secured Party or any Receiver enters into possession of any Charged Property it shall be entitled at any time it or he thinks fit to relinquish possession

18 3 Indemnity

Each Chargor shall indemnify and keep indemnified the Secured Party, any Receiver, and their respective officers, employees and delegates, against all claims, costs, expenses and liabilities incurred by them in respect of all or any of the following -

18 3 1 any act or omission by any of them in relation to all or any of the Charged Property,

18 3 2 any payment relating to or in respect of all or any of the Charged Property which is made at any time by any of them,

18 3 3 any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Deed,

18 3 4 exercising or purporting to exercise or failing to exercise any of the rights, powers and discretions conferred on them or permitted under this Deed, and

18 3 5 any breach by the relevant Chargor of any of its covenants or other obligations to the Secured Party,

except in the case of gross negligence or wilful misconduct on the part of that person

18 4 Interest

Each Chargor shall pay interest at the Default Rate on the sums payable under this Clause 18 (*Protection of the Secured Party and any Receiver*) from the date on which the liability was incurred to the date of actual payment (both before and after judgment)

18 5 Indemnity out of the Charged Property

The Secured Party, any Receiver and their respective officers, employees and delegates shall be entitled to be indemnified out of the Charged Property in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 18 3 (*Indemnity*)

18 6 Continuing protection

The provisions of this Clause 18 (*Protection of the Secured Party and any Receiver*) shall continue in full force and effect notwithstanding any release or discharge of this Deed or the discharge of any Receiver from office

19 PROVISIONS RELATING TO THE SECURED PARTY

19 1 Powers and discretions

The rights, powers and discretions given to the Secured Party in this Deed -

19 1 1 may be exercised as often as, and in such manner as, the Secured Party thinks fit,

19 1 2 are cumulative, and are not exclusive of any of its rights under the general law, and

19 1 3 may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right, is not a waiver of it

19 2 Certificates

A certificate by an officer of the Secured Party as to any sums payable to the Secured Party under this Deed shall (save in the case of manifest error) be conclusive and binding upon the Chargors for all purposes

19 3 Assignment

The Secured Party may assign this Deed to any successor in title to any of the Secured Liabilities or to a replacement Secured Party appointed in accordance with the provisions of this Deed, and the Secured Party may disclose any information in its possession relating to any Chargor, its affairs or the Secured Liabilities to any actual or prospective assignee

19 4 Trusts

The perpetuity period for any other constituted by this Deed shall be 125 years

20 PRESERVATION OF SECURITY

20 1 Continuing Security

This Deed shall be a continuing security to the Secured Party and shall remain in force until expressly discharged in writing by the Secured Party notwithstanding any intermediate settlement of account or other matter or thing whatsoever

20 2 **Additional Security**

This Deed is without prejudice and in addition to, and shall not merge with, any other right, remedy or Security of any kind which the Secured Party may have now or at any time in the future for or in respect of any of the Secured Liabilities

20 3 **Waiver of Defences**

Neither the Security created by this Deed nor the obligations of the Chargors under this Deed (including the obligations of the Chargors under Clause 3 (*Guarantee and Indemnity*)) will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it or the Secured Party) including -

- 20 3 1 any time, waiver or consent granted to, or composition with, any Chargor or other person,
- 20 3 2 the release of any Chargor or any other person under the terms of any composition or arrangement with any person,
- 20 3 3 the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of any Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security,
- 20 3 4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor or any other person,
- 20 3 5 any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Finance Document or any other document or Security,
- 20 3 6 any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Finance Document or any other document, or
- 20 3 7 an insolvency, liquidation, administration or similar procedure

20 4 **Immediate recourse**

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

20 5 **Appropriations**

During the Security Period the Secured Party may -

- 20 5 1 refrain from applying or enforcing any monies, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 14 1 (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the relevant Chargor shall not be entitled to the same, and
- 20 5 2 hold in an interest-bearing suspense account any moneys received from the relevant Chargor on or account of the Secured Liabilities

20 6 New Accounts

If the Secured Party receives notice (whether actual or otherwise) of any subsequent Security over or affecting any of the Charged Property or if a petition is presented or a resolution passed in relation to the winding up of a Chargor, the Secured Party may close the current account or accounts and/or open a new account or accounts for such Chargor. If the Secured Party does not open a new account or accounts immediately it shall nevertheless be treated as if it had done so at the time when the relevant event occurred, and as from that time all payments made by such Chargor to the Secured Party shall be credited or be treated as having been credited the new account or accounts and shall not operate to reduce the Secured Liabilities.

20 7 Tacking

For the purposes of section 94(1) of the LPA and section 49(3) of the Land Registration Act 2002 the Secured Party confirms on behalf of the Lender that the Lender shall make further advances to the Chargors on the terms and subject to the conditions of the Finance Documents.

20 8 Deferral of Chargor's rights

During the Security Period and unless the Secured Party otherwise directs, no Chargor shall exercise any rights which it may have by reason of performance by its obligations under this Deed or the enforcement of the Security created by this Deed -

- 20 8 1 to receive or claim payment from, or be indemnified by a Chargor,
- 20 8 2 to claim any contribution from any Chargor of, or provider of Security in respect of, any Chargor's obligations under the Finance Documents,
- 20 8 3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Party under any Finance Document or of any guarantee or Security taken pursuant to, or in connection with, the Finance Documents by the Secured Party,
- 20 8 4 to exercise any right of set-off against any Chargor, and/or
- 20 8 5 to claim or prove as a creditor of any Chargor in competition with the Secured Party

21 RELEASE

21 1 Release

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities and the termination of all facilities which might give rise to Secured Liabilities, the Secured Party shall, or shall procure that its appointees will, at the request and cost of the Chargors -

- 21 1 1 release the Charged Property from this Deed, and
- 21 1 2 re-assign the Charged Property that has been assigned to the Secured Party under this Deed

21 2 Reinstatement

If the Secured Party considers that any amount paid or credited to it under any Finance Document (whether in respect of the obligations of any Chargor or any Security for those obligations or otherwise) is capable of being avoided, reduced or otherwise set aside -

21 2 1 that amount shall not be considered to have been paid for the purposes of determining whether the Secured Liabilities have been irrevocably and unconditionally paid and discharged, and

21 2 2 the liability of the relevant Chargor and the Security created by this Deed shall continue as if that amount had not been paid or credited

21 3 Consolidation

Section 93 of the LPA dealing with the consolidation of mortgages shall not apply to this Deed

22 MISCELLANEOUS PROVISIONS

22 1 Severability

If any provision of this Deed is illegal, invalid or unenforceable in any jurisdiction, that shall not affect -

22 1 1 the validity or enforceability of any other provision, in any jurisdiction, or

22 1 2 the validity or enforceability of that particular provision, in any other jurisdiction

22 2 Information

The Secured Party may from time to time seek from any other person having dealings with the Chargors such information about the Chargors and their affairs as the Secured Party may think fit and each Chargor authorises and requests any such person to provide any such information to the Secured Party and agrees to provide such further authority in this regard as the Secured Party may from time to time require

22 3 Joint and separate liability

Unless the context otherwise requires, all covenants, agreements, representations and warranties on the part of the Chargors contained in this Deed are given by them jointly and separately and shall be construed accordingly

22 4 Counterparts

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

22 5 Deeds of accession

Each of the parties agrees that each Deed of Accession shall be supplemental to this Deed and be binding on and enure to the benefit of the Parties

23 NOTICES

23 1 Communications in Writing

Each communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, shall be made by facsimile transmission or letter

23 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 this Deed is -

23 2 1 in the case of each Chargor, that identified with its name below,

23 2 2 in the case of the Secured Party, that identified with its name below

23 3 **Delivery**

23 3 1 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective -

(a) if by way of letter, when delivered personally or two days after its posting by first class post, and

(b) if by way of facsimile transmission, when despatched

23 3 2 Any communication or document to be made or delivered to the Secured Party will be effective only when actually received by the Secured Party and then only if it is expressly marked for the attention of the department or officer identified with the Secured Party's signature below (or any substitute department or officer as the Secured Party shall specify for this purpose)

23 4 **English language**

23 4 1 Any notice given under or in connection with this Deed must be in English

23 4 2 All other documents provided under or in connection with this Deed must be -

(a) in English, or

(b) if not in English, and if so required by the Secured Party or Agent, 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

24 **GOVERNING LAW**

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

25 **ENFORCEMENT**

25 1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute")

25 2 The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly no such party will argue to the contrary

25 3 This Clause 25 (*Enforcement*) is for the benefit of the Secured Party only. As a result, the Secured Party shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Party may take concurrent proceedings in any number of jurisdictions

EXECUTED AND DELIVERED AS A DEED on the date set out at the beginning of this Deed

Schedule 1
THE CHARGORS

Company name	Company number	Address for service and fax number
Coxbench Manufacturing Limited	07625309	Unit 3 Export Drive Huthwaite Sutton-in-Ashfield Nottinghamshire NG17 6AF Fax [] Attention []
Coxbench IP Limited	07748941	Unit 3 Export Drive Huthwaite Sutton-in-Ashfield Nottinghamshire NG17 6AF Fax [] Attention []
Coxbench Consulting LLP	OC368399	Unit 3 Export Drive Huthwaite Sutton-in-Ashfield Nottinghamshire NG17 6AF Fax [] Attention []
Coxbench Installations Limited	07720554	Unit 3 Export Drive Huthwaite Sutton-in-Ashfield Nottinghamshire NG17 6AF Fax [] Attention []

Schedule 2

DETAILS OF LAND

REGISTERED LAND

Deliberately left blank

UNREGISTERED LAND

Deliberately left blank

Schedule 3

DETAILS OF SHARES

Name of Company	Description and Number of Shares	Name of Shareholder
Deliberately left blank		

Schedule 5

DETAILS OF INTELLECTUAL PROPERTY

Deliberately left blank

Schedule 6

DEED OF ACCESSION

THIS DEED OF ACCESSION is made on []

BETWEEN -

- (1) [] (the "**New Chargor**"), a company incorporated in England or Wales whose registered office is at [],
- (2) **COXBENCH MANUFACTURING LIMITED** (the "**Parent**") for itself and as agent for and on behalf of each of the other Chargors named in the Debenture referred to below, and
- (3) **SIG TRADING LIMITED** as the Secured Party

WHEREAS -

- (A) The New Chargor is, or will on the date of this Deed of Accession become, a wholly-owned Subsidiary of the Parent
- (B) The Parent has entered into a deed dated [] (as supplemented and amended by Deeds of Accession or otherwise from time to time, the "**Debenture**") between the Parent, each of the companies named in the Debenture as Chargors, and the Secured Party
- (C) The New Chargor at the request of the Parent and in consideration of the Secured Party making or continuing to make facilities available to the Parent or any other member of its group and after giving due consideration to the terms and conditions of the Finance Documents and the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Deed of Accession by it will be of benefit to it, has decided in good faith and for the purpose of carrying on its business to enter into this Deed and become a Chargor under the Debenture

IT IS AGREED as follows -

1 DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Debenture shall have the same meaning in this Deed
- 1.2 The principles of interpretation set out in Clause 1.3 of the Debenture shall apply to this Deed of Accession insofar as they are relevant to it, as they apply to the Debenture

2 ACCESSION

The New Chargor agrees -

- 2.1 to become a party to and to be bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed of Accession and the guarantee contained in Clause 3 of the Debenture shall be given by the New Chargor on the date of this Deed of Accession), and
- 2.2 to be bound by all the covenants and agreements in the Debenture which are expressed to be binding on a Chargor

3 SECURITY

The New Chargor mortgages, charges and assigns to the Secured Party all its business, undertaking and assets on the terms of Clause 3 of the Debenture, provided that -

- 3 1 the Land charged by way of legal mortgage shall be the Land referred to in Schedule 1 (*Details of Land*),
- 3 2 the Shares mortgaged or (if or to the extent that the mortgage does not take effect as a mortgage) charged shall include the Shares referred to in Schedule 2 (*Details of Shares*),
- 3 3 the Insurances assigned or (to the extent not assigned or effectively assigned) charged shall include the insurances referred to in Schedule 3 (*Details of Material Insurances*),
- 3 4 the Intellectual Property charged shall include the Intellectual Property referred to in Schedule 4 (*Details of Intellectual Property*), and
- 3 5 the Specific Contracts assigned or (to the extent not assigned or effectively assigned) charged shall include the Specific Contracts referred to in Schedule 5 (*Details of Specific Contracts*)

4 EFFECT ON DEBENTURE

The Debenture and this Deed of Accession shall be read as one so that references in the Debenture to "this Deed", "herein", and similar phrases shall be deemed to include this Deed of Accession

5 GOVERNING LAW

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

EXECUTED AS A DEED AND DELIVERED on the date set out at the beginning of this Deed

The New Chargor

EXECUTED as a Deed)
by **[NAME OF COMPANY] [LIMITED] [PLC]**)
acting by two Directors or a Director and its)
Secretary -)
)

Director

Director/Secretary

The Parent

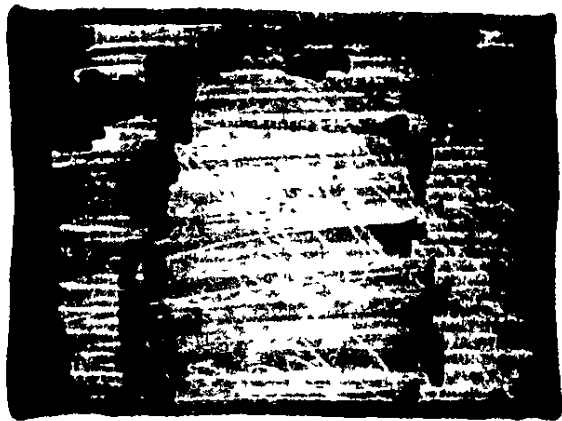
EXECUTED (but not delivered)
until the date hereof) **AS A DEED**)
by **COXBENCH MANUFACTURING**)
LIMITED)
acting by -)

Director

Director/Secretary

The Secured Party

SIGNED for and on behalf of)
SIG TRADING LIMITED)



Schedule 7

FORM OF NOTICE OF ASSIGNMENT OF INSURANCE

To [Insurer]

Date []

Dear Sirs,

We give you notice that we have assigned and charged to SIG Trading Limited (the "**Secured Party**") pursuant to a deed entered into by us in favour of the Secured Party dated [] all our right, title and interest in and to the proceeds of [*insert details of relevant insurance policy*] (the "**Policy of Insurance**")

With effect from your receipt of this notice we instruct you to

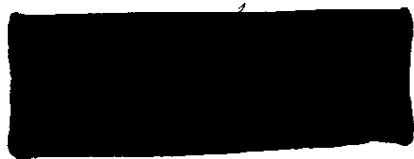
- (1) following the Secured Party's notification to you that an Event of Default has occurred make all payments and claims under or arising from the Policy of Insurance to the Secured Party [*insert an account number if required*] or to its order as it may specify in writing from time to time,
- (2) note the interest of the Secured Party on the Policy of Insurance, and
- (3) disclose to the Secured Party, without further approval from us, such information regarding the Policy of Insurance as the Secured Party may from time to time request and to send it copies of all notices issued by you under the Policy of Insurance

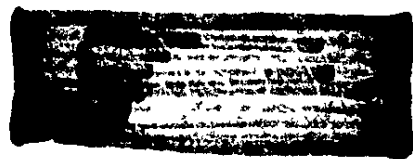
With effect from your receipt of this notice all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Policy of Insurance (including all rights to compel performance) belong to and are exercisable by the Secured Party

Please acknowledge receipt of this notice (substantially in the form of the attached) by signing the acknowledgement on the enclosed copy letter and returning it to the Secured Party at [] marked for the attention of []

Yours faithfully,

for and on behalf of
COXBENCH MANUFACTURING LIMITED





[On copy only

To **SIG TRADING LIMITED** as Secured Party

We acknowledge receipt of a notice in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over any of the rights, title and interests and benefits referred to in such notice and that we will comply with the terms of that notice

We further confirm that no amendment or termination of the Policy of Insurance shall be effective unless we have given the Secured Party thirty days written notice of it or, if it is not possible to comply with such notification to the Secured Party in accordance with the provisions of the relevant Policy of Insurance, the notice will be provided to the Secured Party in relation to such termination as soon as possible

For and on behalf of []

By []

Dated []

Schedule 8

FORM OF NOTICE OF ASSIGNMENT OF ASSIGNED ACCOUNTS

To [Account Bank]

Date []

Dear Sirs,

We give you notice that we have assigned and charged to SIG Trading Limited (the "**Secured Party**") all of our right, title and interest in and to account number [], account name [] (including any renewal or redesignation of the account) and all monies standing to the credit of that account from time to time (the "**Account**")

With effect from the date of your receipt of this notice

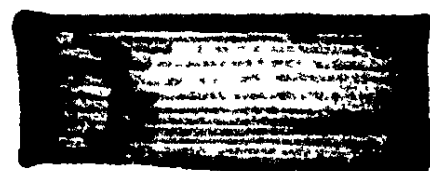
- (1) any existing payment instructions affecting the Account are to be terminated and all payments and communications in respect of the Account should be made to the Secured Party or to its order (with a copy to the Parent), and
- (2) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Account belong to the Secured Party

Please accept this notice by signing the enclosed acknowledgement and returning it to the Secured Party at [] marked for the attention of []

Yours faithfully

for and on behalf of
COXBENCH MANUFACTURING LIMITED





[on copy only]

To **SIG TRADING LIMITED** as Secured Party

Date []

At the request of the Secured Party and Coxbench Manufacturing Limited we acknowledge receipt of the notice of assignment and charge, on the terms attached, in respect of the Account (as described in those terms) We confirm that -

- (1) the balance standing to the Account at today's date is [], no fees or periodic charges are payable in respect of the Account and there are no restrictions on (a) the payment of the credit balance on the Account or (b) the assignment of the Account to the Secured Party or any third party,
- (2) we have not received notice of any previous assignments of, charges over or trusts in respect of, the Account and we will not, without the Secured Party's consent (a) exercise any right of combination, consolidation or set-off which we may have in respect of the Account or (b) amend or vary any rights attaching to the Account, and
- (3) we will act only in accordance with the instructions given by persons authorised by the Secured Party and we shall send all statements and other notices given by us relating to the Account to the Secured Party

For and on behalf of []

By []

Schedule 9

FORM OF NOTICE OF ASSIGNMENT OF SPECIFIC CONTRACT

To []

Date []

Dear Sirs,

We give you notice that we have assigned and charged to SIG Trading Limited ("**Secured Party**") pursuant to a deed entered into by us in favour of the Secured Party dated [] all our right, title and interest in and to [details of contract] (the "**Contract**") including all moneys which may be payable in respect of the Contract

With effect from your receipt of this notice -

- (1) following the Secured Party's notification to you that an event of Default has occurred all payments by you to us under or arising from the Contract should be made to the Secured Party or to its order as it may specify in writing from time to time,
- (2) all remedies provided for in the Contract or available at law or in equity are exercisable by the Secured Party,
- (3) all rights to compel performance of the Contract are exercisable by the Secured Party although the Company shall remain liable to perform all the obligations assumed by it under the Contract,
- (4) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Contract belong to the Secured Party and no changes may be made to the terms of the Contract nor may the Contract be terminated without the Secured Party's consent, and
- (5) you are authorised and instructed, without requiring further approval from us, to provide the Secured Party with such information relating to the Contract as it may from time to time request and to send it copies of all notices issued by you under the Contract to the Secured Party as well as to us

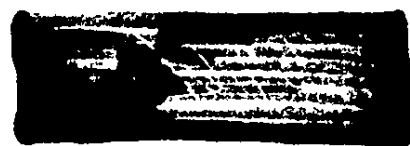
These instructions may not be revoked, nor may the terms of the Contract be amended, varied or waived without the prior written consent of the Secured Party

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Secured Party at [] marked for the attention of []

Yours faithfully,

for and on behalf of
COXBENCH MANUFACTURING LIMITED





[On copy only]

To **SIG TRADING LIMITED** as Secured Party

We acknowledge receipt of a notice in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over any of the rights, interests and benefits in and to the Contract and that we will comply with the terms of that notice

We further confirm that -

- (1) no amendment, waiver or release of any of such rights, interests and benefits shall be effective without the prior written consent of the Secured Party,
- (2) no termination of such rights, interests or benefits shall be effective unless we have given the Secured Party thirty days written notice of the proposed termination (or if notice is not possible within that period, as soon as possible), specifying the action necessary to avoid such termination, and
- (3) no breach or default on the part of the *[insert name of relevant Chargors]* of any of the terms of the Contract shall be deemed to have occurred unless we have given notice of such breach to the Secured Party specifying how to make good such breach

For and on behalf of []

By []

Dated []

SIGNATURE PAGES

THE PARENT

EXECUTED as a Deed
by **COXBENCH MANUFACTURING LIMITED**
acting by two Directors or a Director
and its Secretary -

)
)
)
)
)

Director

Director/Secretary



THE CHARGORS

EXECUTED as a Deed
by **COXBENCH MANUFACTURING LIMITED**
acting by two Directors or a Director
and its Secretary -

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Director

Director/Secretary

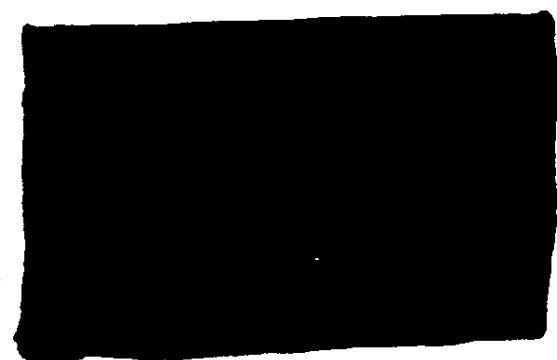


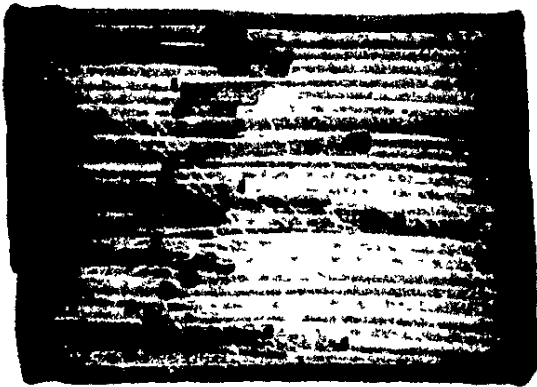
EXECUTED as a Deed
by **COXBENCH IP LIMITED**
acting by two Directors or a Director
and its Secretary -

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Director

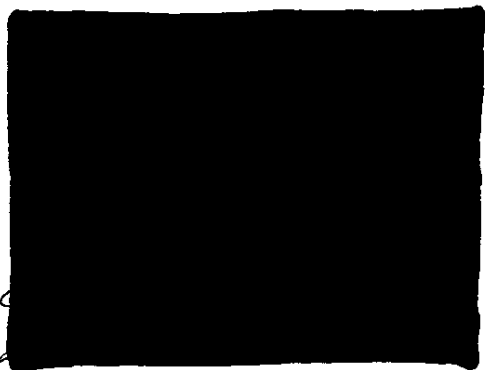
Director/Secretary





EXECUTED as a Deed
by **COXBENCH CONSULTING LLP**
acting by two members -

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Member

Member

EXECUTED as a Deed
by **COXBENCH INSTALLATIONS LIMITED**
acting by two Directors or a Director
and its Secretary -

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Director

Director/Secretary

The Secured Party

SIGNED for and on behalf of
SIG TRADING LIMITED



