



Registration of a Charge

Company name: **GNS MIDCO 1 LIMITED**

Company number: **08226852**



X6LUFVYX

Received for Electronic Filing: **22/12/2017**

Details of Charge

Date of creation: **20/12/2017**

Charge code: **0822 6852 0002**

Persons entitled: **PHOENIX EQUITY NOMINEES LIMITED (AS SECURITY TRUSTEE)**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT 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:

TRAVERS SMITH LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8226852

Charge code: 0822 6852 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th December 2017 and created by GNS MIDCO 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2017 .

Given at Companies House, Cardiff on 28th December 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**

DATED 20 December 2017

(1) THE COMPANIES IDENTIFIED IN SCHEDULE 1

(2) PHOENIX EQUITY NOMINEES LIMITED (AS SECURITY TRUSTEE)

COMPOSITE DEBENTURE

THIS DEED is made the

20th day of December 2017

BETWEEN:-

1. **THE COMPANIES** whose names, registered numbers and jurisdiction of incorporation are set out in Schedule 1 (*Chargors*) ("**Chargors**", "**You**" and "**Your**" as appropriate).
2. **PHOENIX EQUITY NOMINEES LIMITED**, a company incorporated in England and Wales with registered number 3297846 and whose registered office is at 10th Floor, 123 Victoria Street, London SW1E 6NE (as Security Trustee for *Them* (as defined below)) on the terms set out in the *Loan Agreement* (as defined below) (in such capacity, the "**Security Trustee**", "**We**", "**Us**" and "**Our**" as appropriate).

BACKGROUND

Now or in future *We* or some of our affiliates may provide a *Facility* to *You* or to another person for whose obligations *You* have accepted responsibility. *You* have agreed to sign this Deed to secure *Your* obligations to *Us* and *Them*. We are signing this Deed as a Security Trustee. This means that *You* give it for *Our* own account and to hold on trust for *Them*. It also means that it secures *Your* obligations to *Us* and to any of *Them* at any time.

IT IS AGREED AS FOLLOWS:-

1. INTERPRETATION

1.1 DEFINITIONS

Words which are to have a specific meaning in this Deed are shown in *italics* with their first letter in capitals. Those specific meanings are set out above, in this clause 1 and in clauses 6.4 and 13.2. This clause gives the following words the following meanings:-

WORD	MEANING
"Administrator"	An administrator within the meaning of Schedule B1 to the Insolvency Act 1986;
"Appropriate Consent Provider"	Each of <i>Them</i> .
"Charged Assets"	The whole or any part of <i>Your</i> property, assets, income and undertaking from time to time mortgaged and/or charged by this Deed;

"Deed of Priority"	The deed of priority dated on or about the date of this Deed made between, amongst others, Bibby Financial Services Limited, Lloyds Bank plc, the Lenders and the Security Trustee.
"Deed of Subordination"	The subordination deed dated on or about the date of this Deed made between, amongst others, GNS Midco 1 Limited and others as subordinated debtors, the Lenders and the Security Trustee as subordinated creditors and Bibby Financial Services Limited as security trustee.
"Default"	Any situation, however described, which entitles any of <i>Them</i> to end a <i>Finance Document</i> (including a situation which would allow this after a grace period, notice or any other condition has been satisfied);

"Facility"	Factoring, invoice discounting, trade finance, asset finance, term, on demand, credit and other facilities (or any of these); and "Facilities" will be read accordingly;
"Finance Documents"	The Loan Agreement, this Deed, the Deed of Priority and the Deed of Subordination.
"Guarantee"	A guarantee, indemnity or surety for any <i>Secured Liabilities</i> ;
"Insurance Beneficiary"	Each of <i>Those</i> to whom from time to time <i>You</i> owe any <i>Secured Liabilities</i> ;
"Land"	<p>All estates and other interests in freehold, leasehold or other immovable property (wherever situated) or in which <i>You</i> have an interest and:-</p> <ul style="list-style-type: none"> (i) all buildings and fixtures (including trade fixtures but not including tenant's fixtures) and fixed plant and machinery at any time thereon; (ii) all easements, rights and agreements in respect of such property; (iii) all proceeds of sale of such property; and (iv) the benefit of all covenants given in respect of such property;

"Lenders"	PHOENIX EQUITY PARTNERS 2010 L.P. and PHOENIX EQUITY PARTNERS 2010 G.P. L.P., each a limited partnership with an address at PO Box 431, Alexander House, 13 15 Victoria Street, St Peter Port, Guernsey GY1 3ZD.
"Loan Agreement"	The loan agreement dated on or about the date of this Deed between, among others, the companies whose names, registered numbers and jurisdiction of incorporation are set out in Schedule 1 (<i>Chargors</i>) and the Security Trustee.
"LPA"	The Law of Property Act 1925;
"Other Debts"	<p>All present and future:-</p> <ul style="list-style-type: none"> (i) book debts; (ii) debts (other than book debts); (iii) monetary claims (other than any credit balance from time to time on any account opened or maintained by any of the <i>Chargors</i> with any financial institution); (iv) amounts or claims relating to any taxes, duties, levies and imposts (or amounts, including penalties, relating thereto);

	<p>(v) insurance premiums or other overpayments;</p> <p>due, owing or incurred to You or purchased or otherwise acquired by You and any proceeds of such debts and claims.</p>
"Other Interest"	<p>Any present or future mortgage, charge, assignment for the purpose of security, pledge, lien, hypothecation, option, right of set-off, combination or consolidation of accounts, preferential interest, trust, title retention, tracing right, "hold back" or "flawed asset", guarantee, indemnity or other security interest of any type or similar arrangement of any kind or any agreement, conditional or otherwise, to create or grant any of the same;</p>
"Permitted Interest"	<p>The <i>Security</i> and any <i>Other Interest</i> to which the prior written consent of the <i>Appropriate Consent Provider</i> is given (by letter sent to You) including any <i>Other Interest</i> created in favour of Bibby Financial Services Limited and/or Lloyds Bank plc.</p>
"Receiver"	<p>A receiver or receiver and manager (including an administrative receiver as defined in Section 29(2) of the Insolvency Act 1986) appointed under this Deed;</p>

"Secured Liabilities"	<p>(i) all present and future liabilities of any kind and in any currency (actual or contingent, incurred alone, jointly or severally, or as principal, surety or in any other capacity) of You to Us (whether on Our own account or on behalf of any of Them) or to all or any of Them at any time, in each case under the Loan Agreement; and</p> <p>(ii) all costs, charges and expenses (on a full indemnity basis) reasonably and properly incurred by Us or any of Them or any Receiver relating to the preparation, negotiation, entry into or performance of any Finance Document or protecting or enforcing their respective rights howsoever arising under any Finance Document;</p> <p>provided that "Secured Liabilities" will not include any liability if and to the extent that it would render this Deed (or any part of it) unlawful financial assistance within the meaning of sections 677 to 683 inclusive of the Companies Act 2006;</p>
"Security"	<p>The security created or intended to be created under or pursuant to this Deed;</p>

"Security Documents"	Any document creating or intended to create an <i>Other Interest</i> relating to any of the <i>Secured Liabilities</i> at any time and all <i>Guarantees</i> ;
"Security Period"	The period from the date of this Deed until:- (i) all the <i>Secured Liabilities</i> have been unconditionally and permanently discharged; and (ii) none of <i>Them</i> has any further obligation or liability under or pursuant to any <i>Finance Document</i> ;
"Them"	The Security Trustee, the Lenders and any receiver or receiver and manager of the whole or any part of this Deed and all proceeds of this Deed and any other amounts or property which the Security Trustee is required by the terms of the Finance Documents to hold as trustee on trust for the Lenders, and " Those " will be read accordingly.
"Writing"	Letter, fax and e-mail.

(b) the singular includes the plural and vice versa;

(c) any gender will include any other gender;

(d) a "person" includes an individual, company, LLP, unlimited partnership, association, organisation or trust (whether or not with a separate legal personality) and any other legal person;

(e) general words introduced by the word "other" will not be limited by any word before it or which indicates a particular class of acts, matters or things;

(f) "include", "including" and "includes" will be deemed to include the words "without limitation" after them;

(g) clauses and schedules are to clauses and schedules of this Deed (and their headings will not affect the interpretation of this Deed);

(h) any agreement or document however described (and including this Deed) is to such agreement or document as varied, supplemented, restated, novated, acceded to and/or replaced from time to time (whatever effect this may have on the rights and/or obligations under such agreement or document);

(i) any party or person includes its successors in title,

1.2 INTERPRETATION

(A) In this Deed:-

(i) references to:-

(a) a statutory provision includes any amendment, replacement or re-enactment, consolidation or extension of it;

- permitted assigns and permitted transferees (whether direct or indirect);
- (j) a *Default* being "continuing" means that confirmation in *Writing* that it has been waived or resolved has not been provided by all persons entitled to take action relating to it;
 - (k) words or phrases which are defined in a *Finance Document* (but which are not defined in this Deed) will have the same meaning in this Deed; and
 - (l) any asset (however described) includes the whole or any part of it and all spare parts, additions, alterations, accessories, replacements and renewals to it;
- (ii) where *We* or any *Receiver* or any of *Them* have any right or option it may be exercised as such person chooses in their absolute discretion;
 - (iii) if *You* have agreed to do or not do something this requires *You* to procure that it be done or not done (as the case may be);
 - (iv) where "*You*" includes two or more persons:-
 - (a) "*Your*" obligations in this Deed will be joint and several obligations of such persons (and each will be bound by such obligations even if any other is for any reason not so bound);
- (b) *We* may release any such person or make any arrangement with them without releasing any other person or otherwise prejudicing *Our* rights in relation to any *Finance Document* by doing so;
 - (c) any communication relating to this Deed served on one such person will be regarded as served on all other such persons; and
 - (d) the act or default of any one such person will be regarded as the act or default of all such persons;
 - (v) where in any place outside England and Wales the meaning of a word or expression used in this Deed is to be decided which has no counterpart in that place then, unless the context otherwise requires, it will have the meaning of its closest equivalent in that place.
- (B) If any property or asset described in this Deed can be regarded as a separate type of property and if it were would be subject to a security of a different nature to that of any other property or asset with which it is described in this Deed it will be deemed to have been separately described.

2. TRUST

We hold all *Your* promises in and all *Our* rights under this Deed as trustee for *Them* (other than *Us*) on the terms of the *Loan Agreement*. Such trust does not apply to promises and rights given to *Us* on *Our* own account for *Secured Liabilities* owing to *Us*.

3. PROMISE TO PAY

3.1 *You* promise *Us* that *You* will pay and discharge the *Secured Liabilities* from time to time when they fall due and in the manner provided in the

relevant *Finance Document*. You will do so to *Those* to whom each *Secured Liability* is due unless *We* require otherwise.

3.2 On demand You will pay interest on any *Secured Liabilities* which are not paid when due. This will operate as follows:-

- (A) You will pay the interest to *Those* to whom the relevant *Secured Liability* is due unless *We* require otherwise;
- (B) it will accrue on a daily basis (after as well as before any judgment or demand for payment) from the date on which such *Secured Liabilities* are due until they are irrevocably paid in cleared funds;
- (C) it will be compounded at intervals considered appropriate by the one (or more) of *Them* to which it is due; and
- (D) the interest rate will be the higher of:-
 - (i) the rate which would be charged on the unpaid *Secured Liability* (as interest, discount or otherwise) by the one (or more) of *Them* to which it is due; and
 - (ii) 5% per annum above the base rate for the time being of Barclays Bank PLC.

4. GRANT OF SECURITY

4.1 All *Security* is made or created on, with the benefit of and subject to the relevant provisions of the *Loan Agreement*, the provisions of which You hereby acknowledge.

4.2 Each floating charge created by or pursuant to this Deed is a qualifying floating charge for the purposes of the *Insolvency Act 1986* to which Paragraph 14 of Schedule B1 to the *Insolvency Act 1986* applies.

5. CHARGES AND FLOATING CHARGE CONVERSION

Creation of Charges

5.1 You charge to *Us* for the payment and discharge of the *Secured Liabilities* and with full title guarantee all of *Your* right, title and interest in and to the following assets:-

- (A) by way of legal mortgage, all *Land* belonging to You at the date of this Deed including that described in Schedule 2, Part 1;
- (B) by way of fixed charge:-
 - (i) all *Land* which belongs to You after the date of this Deed (except any *Land* mortgaged under clause 5.1(A));
 - (ii) the following (including the benefit of all contracts, licences and warranties relating to them):-
 - (a) *Your* assets (if any) specified in Schedule 2, Part 2;
 - (b) *Your* plant and machinery, tools and apparatus, present and future not charged above under clause 5.1(B)(ii)(a);
 - (c) *Your* computers, vehicles, office equipment and other equipment and moveable assets (other than fixtures) present and future not charged under clauses 5.1(B)(ii)(a) or (b);

excluding any item described in this clause 5.1(B)(ii) which forms part of *Your* stock in trade or work in progress;

- (iii) all stocks, shares, bonds, coupons, certificates of deposit, warrants, negotiable instruments and other securities (and all rights, whether of a capital or income nature, derived from or relating to them) present and future legally or beneficially owned by *You* or in which *You* have an interest;
- (iv) (whether or not registered and including the benefit of all licences, applications and other rights relating to the same) all present and future trade marks, service marks, patents, designs, utility models, trade names, copyrights, design rights, unregistered designs, confidential information, know-how, database rights and domain names legally or beneficially owned by *You* or in which *You* have an interest;
- (v) all *Your* present and future goodwill and uncalled capital;
- (vi) all *Your* right, title and interest in and to all present and future insurance policies in respect of the *Charged Assets* and all claims under and proceeds of such insurance policies;
- (vii) all monies present and future at any time standing to *Your* credit on any account (including interest from time to time accrued or accruing on such monies), and all rights to repayment of any of them;
- (vii) all *Your Other Debts*;
- (C) by way of floating charge *Your* undertaking and all *Your* property and assets present and future not subject to a fixed charge or mortgage under this Deed or any other *Security Document* and (whether or not effectively so charged) all heritable property and all other property and assets in Scotland.

Making Floating Charge Fixed

5.2 The general law will convert the floating charges created by this Deed into fixed charges in certain situations. In addition to those situations such charges will become fixed in relation to particular *Charged Assets* without the need for any further action if:-

- (A) *You* create or attempt to create or allow to exist an *Other Interest* (except a *Permitted Interest*) over them;
- (B) distress, execution, attachment, sequestration, diligence in execution or other process is levied on or threatened in relation to them;
- (C) *We* give *You* notice in *Writing* converting the floating charges into fixed charges over all or any of the *Charged Assets* (at any time and if *We* choose on more than one occasion).

5.3 Once any event described in clause 5.2 occurs *You* will deal with the relevant *Charged Assets* in all respects as then the subject of a fixed charge.

6. PROMISES

During the *Security Period* *You* promise *Us* as follows (all such matters to be done at *Your* expense):-

Insurance

6.1 to insure the *Charged Assets*:-

- (A) for their full replacement or reinstatement value including fees of architects, surveyors, engineers and all other professional fees and demolition charges together (in the case of any leasehold properties) with loss of rent for 3 years;
- (B) against (1) loss or damage by fire, burglary, theft, civil commotion, explosion, aircraft, flood, storm, tempest, lightning and burst pipes (2) all other risks normally insured against by prudent persons owning similar assets and

engaged in the same or a similar business
(3) such other risks as *We* and each *Insurance Beneficiary* may from time to time require;

- (C) producing to *Us* and each *Insurance Beneficiary* on demand the insurance policies and the premium receipts and using all money received under any such policy either to make good the loss or damage it covers or in or towards discharging the *Secured Liabilities* as *We* and each *Insurance Beneficiary* requires;
- (D) ensuring that all monies which are not paid to the *Insurance Beneficiary* to which they are due by the insurers under such policies are held on trust for such *Insurance Beneficiary* by the recipient; and
- (E) immediately telling *Us* and each *Insurance Beneficiary* of any event which does, or might, create a claim under any such insurance policy and not settle any such claim without the prior written consent of the *Appropriate Consent Provider* (by letter sent by it to *You*);

Compliance and Repair

6.2 in relation to the *Charged Assets*:-

- (A) to keep them in good condition and repair (replacing them with a similar asset of equal or greater quality and value where it is uneconomic to repair) and to notify *Us* immediately *You* become aware of any material loss of or damage to them;
- (B) allow *Us* at all reasonable times to enter upon and/or inspect:-
 - (i) the *Charged Assets*; and
 - (ii) the accounting records and documents and other records relating to the *Charged Assets* and

take extracts from and make photocopies of them;

and at *Your* cost to provide *Us* with such assistance as *We* request in relation to this;

(C) to comply with:-

- (i) all obligations present and future relating to any lease or tenancy under which *You* hold the *Charged Assets* or any other document affecting the *Charged Assets* and not to consent to any assignment of, or sub-letting under, such lease or tenancy or to the assignment of any sub-lease or sub-tenancy of the *Charged Assets*;
- (ii) all laws and regulations present and future and any other obligations in any way related to or affecting the *Charged Assets* including obtaining all necessary authorisations to use them;

Other Debts

6.3 in relation to all *Other Debts* *You*:-

- (A) must provide *Us* with such information as *We* require from time to time;
- (B) will collect and realise them promptly and otherwise in the ordinary course of business and must not release, exchange, compound, set-off, grant time or indulgence in respect of or otherwise deal with them except as set out in this Deed or as *We* or the *Appropriate Consent Provider* direct in *Writing* from time to time;
- (C) will (for all monies *You* receive relating to them):-

- (i) immediately pay them into such account(s) as *We* may from time to time agree; and
 - (ii) once paid into such account withdraw or deal with them and such account only with the prior written consent of the *Appropriate Consent Provider* and as the *Appropriate Consent Provider* may direct;
- (D) agree that *We* and each of *Them* may use their proceeds and all amounts held to the credit of an account specified in clause 6.3(C) to:-
- (i) hold to the order of; and
 - (ii) make payments between;
- each other to cover and/or discharge amounts payable to such other under a *Finance Document*;

Notices and Information

- 6.4 in relation to any notice, order, proposal or similar matter affecting or likely to affect the *Charged Assets* (together "*Matters*"):-
- (A) immediately to notify *Us* or the *Appropriate Consent Provider* of *Your* receiving any such *Matter* and to send *Us* or the *Appropriate Consent Provider* a copy of it;
 - (B) on demand provide *Us* or the *Appropriate Consent Provider* with all information relating to the issues mentioned in such *Matter* and deal with such *Matter* as *We* or the *Appropriate Consent Provider* may direct;
- 6.5 to hand any permission, consent, licence or other document affecting this Deed to *Us* or the *Appropriate Consent Provider* to be kept with the deeds and documents of title relating to the *Charged Assets* (if any) then held by *Us* or the *Appropriate Consent Provider*;

- 6.6 to provide *Us* or the *Appropriate Consent Provider* immediately with all information which *We* or the *Appropriate Consent Provider* may request in relation to the *Charged Assets* including their location (and in such *Writing* or such other form as *We* or the *Appropriate Consent Provider* may require);

No Registration

- 6.7 not to cause or permit any person to be registered under the Land Registration Act 2002 as the proprietor of any of the *Charged Assets*;

Development

- 6.8 not without the prior written consent of the *Appropriate Consent Provider* (by letter sent by it to *You*) to carry out, suffer or permit any operation, development (within the meaning of the town and country planning legislation from time to time) or change of use in the *Charged Assets*;

Dealings

- 6.9 (in relation to any of the *Charged Assets* or any interest therein) not without the prior written consent of the *Appropriate Consent Provider* (by letter sent by it to *You*):-
- (A) sell, transfer, lose possession, grant any interest or create or allow to exist any *Other Interest* (except a *Permitted Interest*) or attempt any such thing except that any asset subject to a charge created by this Deed which is expressed to be floating in this Deed may be sold at full market value in the ordinary course of *Your* business as now carried on before such charge becomes fixed on any such asset;
 - (B) except as expressly provided for in this Deed, release, exchange, compound, set off, grant time or indulgence;
 - (C) enter into any factoring or discounting agreement or any other agreement for the sale and purchase of any *Other Debts*

except with *Us* or any of *Them* or Bibby Invoice Discounting Limited;

- (D) exercise any power (statutory or otherwise) of leasing, agreeing to lease or accepting surrenders of leases or otherwise grant or agree to grant any lease, tenancy, licence or right of occupation;
- (E) do (or not do) anything which may in any way reduce, put at risk or otherwise adversely affect their value or the ability to sell or otherwise dispose of them;

Title Deeds and Plating

6.10 *You* will:-

- (A) upon request by *Us*, and subject to the holders of any other Permitted Interest not having exercised a similar right, deposit with *Us* to retain during the *Security Period* all deeds and other documents which represent or evidence the title to the *Charged Assets*;
- (B) do all things which any of *Them* may require to evidence their interest in the *Charged Assets* including immediately when requested by any of *Them* affixing a nameplate containing notice of this Deed (in any form and in such position as required by *Them*);

Future Land

6.11 *You* will:-

- (A) notify *Us* immediately *You* acquire any *Land*; and
- (B) if *We* ask give *Us* a legal mortgage or other security *We* request (or, for *Land* in Scotland, a standard security) in a form *We* require over any *Land* (and any assets

on it) *You* acquire after the date of this Deed securing the *Secured Liabilities*.

7. ENFORCEMENT

7.1 Sale and Consolidation

Sections 93 and 103 of the *LPA* will not apply to this Deed or to any action taken under or in relation to it.

7.2 New Accounts

- (A) After *We* or any of *Them* receive notice that an *Other Interest* exists over any of the *Charged Assets* *We* and any of *Them* may close *Your* then account with *Us* or *Them* and open a new account with *You*. If no new account is opened this will be deemed to have been done anyway on the date notice of such *Other Interest* was received. This is unless *We* or any of *Them* give *You* notice in *Writing* that this will not be deemed to have been done.
- (B) No monies credited to such new account (or which *We* or any of *Them* receive after being deemed to have opened such new account) will discharge any amount owing under the *Security Documents* at the date of such notice. This clause will not apply if the *Other Interest* is a *Permitted Interest*.

7.3 Enforceability

- (A) For the purposes of all powers implied by statute the *Secured Liabilities* will be regarded as due when the security created by this Deed becomes enforceable. This applies whether or not *We* have appointed a *Receiver* or *Administrator*. Without limiting any other powers *We* have from the date of this Deed *We* may exercise all powers of a mortgagee under the *LPA* (as hereby amended) or of a *Receiver*.

- (B) As between *Us* and *You* *We* will not exercise any power of sale until *You* have failed to discharge any *Secured Liabilities* when due. This protects *You* only and will not affect a purchaser.
- (C) As far as the law allows, after any power of sale becomes exercisable *We* may exercise any rights or discretions (express or implied) any *Receiver* is given by this Deed. This applies whether or not *We* first appoint a *Receiver* and despite *Us* appointing any *Receiver*.

7.4 Enforcement

- (A) If:-
 - (i) *You* ask *Us* or any of *Them* to appoint a *Receiver* of the *Charged Assets* or an *Administrator* in relation to *You*;
 - (ii) any of the *Secured Liabilities* is not paid or discharged when due; or
 - (iii) any termination event, default or event of default (however defined) under any *Finance Document* occurs;

the *Security* will become enforceable. At any time after this happens *We* may appoint a *Receiver* of the *Charged Assets* in *Writing* or appoint or apply for the appointment of an *Administrator* in relation to *You*. *We* can do this in *Writing* signed by any of *Our* authorised officers. So far as allowed by law, any restrictions on the right of a mortgagee to appoint a *Receiver* will not apply to this Deed.

- (B) A *Receiver* appointed under this Deed will have all powers in *Your* name and on *Your* behalf set out in Schedule 1 to the Insolvency Act 1986 as well as power to do or omit to do all things which as an absolute owner *You* could. This applies unless the document appointing them restricts this and whether or not *You* are in administration or liquidation at such time.
- (C) *We* may at any time remove any *Receiver* appointed by *Us* and, if *We* wish, appoint a new *Receiver* to replace them.
- (D) If *We* enter into possession of the *Charged Assets* *We* may at any time end such possession.
- (E) *We* and any *Receiver* are entitled to all rights, powers, privileges and immunities conferred on mortgagees and duly appointed receivers under the *LPA*.

7.5 Remuneration and Agency

We may fix the remuneration of any *Receiver*. Every *Receiver* will be deemed *Your* agent for all purposes and *You* alone will be responsible for his acts and defaults and for payment of his remuneration, costs, charges and expenses. If at any time there is more than one *Receiver* each may exercise all rights conferred on *Receivers* (in this Deed or otherwise) on their own. This is unless their appointment document prevents this.

7.6 Protection of Third Parties

No person (including a purchaser, mortgagor or mortgagee) will be affected (and need not enquire) whether any right which *We* or any *Receiver* or *Administrator* claim to exercise can be so exercised or is being properly exercised.

7.7 Application of Proceeds

After the *Security* becomes enforceable all monies which (i) *We*, any *Receiver* or any of *Them* receive under or relating to this Deed or (ii) stands to the credit of any of *Your* accounts

with *Us* or any of *Them* or any account in which *You* have an interest will (unless *We* agree otherwise) be used in the following order:-

- (A) **first** to pay or provide for all costs, charges and expenses incurred by *Us*, any of *Them* or any *Receiver* under or in relation to this Deed and all remuneration, costs, charges and expenses due to any *Receiver*;
- (B) **secondly** to pay, fully or partly, the remaining *Secured Liabilities*; and
- (C) **thirdly** to pay any surplus to the person entitled to it (which may be *You*).

This clause 7.7 is subject to any rights which have priority over the *Security*.

7.8 Contingencies

It is possible that the *Security* may be enforced at a time when no *Secured Liabilities* are due but when *Secured Liabilities* may become due. If this happens *We*, any of *Them* and any *Receiver* may pay the proceeds of any recoveries into a blocked suspense account. Such recoveries (or any part of them) need not then be used in or towards the discharge of any *Secured Liabilities* at any time during the *Security Period*.

7.9 No Liability

Neither *We*, any of *Them* nor any *Receiver* or *Administrator* will be liable:-

- (A) in relation to the *Charged Assets*;
- (B) for any loss or damage arising out of the exercise (actual, attempted or purported), or failure to exercise any of their powers (unless such loss or damage is caused by such person's gross negligence or wilful misconduct); or
- (C) to account as mortgagee in possession or for any loss, default or omission for which a mortgagee in possession might be

liable.

7.10 Pursuit of Others

This Deed can be enforced against *You* without first making use of any *Other Interest*, remedy or other right held by or available to *Us* or any of *Them*.

8. CONSOLIDATION OF ACCOUNTS AND SET-OFF

8.1 At any time after a *Default* has occurred which is continuing *We* and any of *Them* may (both before and after demand and without notice to *You*):-

- (A) take (in whatever currency and with authority to effect any necessary conversions at a market rate of exchange it chooses):-

- (i) any credit balance *You* then have on any account with *Us* or any of *Them*; and
- (ii) *Your* then liabilities to *Us* or any of *Them* (in whatever respect including (1) actual, conditional, several or joint liabilities and (2) owed to different branches or offices of any of *Them* or to one or more of *Them*);

and

- (B) combine them; and/or
- (C) set off or transfer such credit balance in or towards satisfaction of such liabilities.

8.2 If the amount of the relevant liability is uncertain, *We* may set off the amount which *We*

estimate (in good faith) will be the final amount of such liability once it becomes certain.

9. FURTHER ASSURANCE

If We or any Receiver ask You will at Your cost immediately sign, seal, execute, deliver and perfect all documents and do all other things You are asked to perfect, improve or enforce the Security or to use the powers given to each of them in this Deed. This includes executing transfers (including stock transfers), assignments, legal mortgages and fixed charges over assets We specify and giving notices.

10. POWER OF ATTORNEY

10.1 So that You fulfil all Your duties under this Deed and as security for all sums due to Us and/or any of Them (and until such sums are paid), You irrevocably appoint:-

(A) Us and Our directors, company secretary and other officers at any time; and

(B) any Receiver and any person to whom We transfer this Deed;

both together and each of them individually, as Your attorneys. This means that such persons may in Your name, at Your expense and as Your act and deed as they consider necessary take any action which You are or may become obliged to take under or pursuant to this Deed including under clauses 6 and 9.

10.2 We may appoint and remove a substitute attorney for any of the matters described in clause 10.1.

10.3 You agree to ratify any act carried out under this clause 10.

11. HM LAND REGISTRY

HM Land Registry Application

11.1 If the Charged Assets include registered Land or unregistered Land subject to compulsory first registration, You:-

(A) will procure that this Deed is duly noted in the Register to each such title at HM Land Registry;

(B) hereby apply (for Land You currently own) and agree to apply (for Land You own in future) to the Chief Land Registrar to enter on the Register a restriction in the following terms:-

"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 20 in favour of PHOENIX EQUITY NOMINEES LIMITED (as security trustee) referred to in the charges register".

Further Advances

11.2 The Security secures further advances. Any obligation of Them has to make funds available to You (including any further advances) under any Finance Document will be deemed incorporated in this Deed for the purposes of section 94(1)(c) of the LPA and section 49(3) of the Land Registration Act 2002. You hereby apply to the Chief Land Registrar to enter a note of such obligation on each of the titles referred to in clause 11.1.

12. OTHER AMOUNTS YOU MUST PAY

You will indemnify Us, Those incurring them and any Receiver, attorney, agent or other person We appoint under this Deed and Our officers and employees on demand against all losses, liabilities, costs, charges and expenses (including legal, valuation, accountancy and professional fees, stamp duty, tax and registration fees) and any charges for delay or non-payment of such amounts incurred:-

(A) **Negotiation and Amendments** in connection with the preparation, negotiation, entry into or performance of this Deed (and any registration of it) and with any actual or proposed

amendment or extension of, or any waiver or consent under, this Deed;

(B) **Enforcement**

in connection with the enforcement, exercise or preservation (actual, attempted or purported) of any of their respective rights under this Deed or any of the documents referred to in this Deed (including all remuneration, costs, charges and expenses of any Receiver);

(C) **Other**

in connection with:-

- (i) anything done or omitted in the exercise or purported exercise of the powers contained in this Deed;
- (ii) the *Charged Assets* or the use or occupation of them by any person (including any environmental claim);
- (iii) any breach by *You* of any of *Your* obligations under this Deed; and
- (iv) any currency conversion pursuant to clause 13.

13. CURRENCIES

Conversion

- 13.1 Any monies received or held by *Us*, any of *Them* or any *Receiver* (whether or not from *You*) relating to the *Secured Liabilities* may be converted into such other currency as that recipient thinks desirable to cover the relevant *Secured Liabilities* in that other currency. Such conversion will be at the exchange rate *Our*, the relevant one of *Them* or the *Receiver's* bankers (as appropriate) require for them to purchase the relevant currency at such time.

Payment

- 13.2 *You* will pay *Us* and each of *Them* in the currency in which each of the *Secured Liabilities* is due (the "Payment Currency"). If *You* pay in another

currency and on conversion into the *Payment Currency* a shortfall occurs *We*, the relevant one of *Them* or the *Receiver* (as appropriate) will have a further separate cause of action against *You* and may enforce the *Security* to recover the amount of the shortfall.

14. MISCELLANEOUS

14.1 Obligations

You must satisfy all obligations *You* have in relation to the *Charged Assets*. *We* have no liability for any such obligations.

14.2 Continuing Security

The *Security* is continuing and extends to the ultimate balance of the *Secured Liabilities* regardless of any intermediate payment or discharge in whole or in part.

14.3 Additional Rights

This Deed is in addition to, not prejudiced by and will not prejudice or merge with any *Other Interest*, remedy or other right now or in future held by *Us* or any of *Them* for the *Secured Liabilities*. The rights and remedies provided in this Deed are cumulative and do not exclude any rights or remedies provided by law.

14.4 Amount Due

Our certificate or determination of the amount of any *Secured Liabilities* will in the absence of obvious error be conclusive evidence of such amount.

14.5 Compliance with Constitution

You confirm that granting this Deed does not break any provisions of *Your* Memorandum and Articles of Association, charter or other governing instrument.

14.6 Waiver/Protection

(A) This Deed and *Your* obligations under it, any *Security Document* and any *Finance Document* will not be affected (even if *Your* liability to *Us* or any of *Them* is increased) by:-

- (i) any failure by *Us* or any of *Them* to take, perfect, hold or enforce any *Other Interest*, remedy or other right (including under this Deed) from *You* or any other person in respect of any *Secured Liabilities* and any defect in (including its execution), variation, release, extension, discharge, compromise, limitation on, dealing with, exchange or renewal of any such *Other Interest*, remedy or other right (including under this Deed);
- (ii) *Us* or any of *Them* entering into, renewing, varying or ending any agreement, arrangement or liability or *Other Interest* (including under this Deed) with or granting to *You* or any other person any new or increased facility or increasing any rate of discount, interest or charge;
- (iii) any discharge, release, grant of any time or indulgence, waiver, agreement not to sue, compromise or composition whether relating to any *Other Interest*, remedy or other right or any part thereof or otherwise (including under this Deed) *We* or any of *Them* give to *You* or any other person or any notice terminating any obligation of *You* or any other person to *Us* or any of *Them*;
- (iv) insolvency, dissolution, liquidation or administration relating to *You* or any other person;
- (v) any lack of capacity or change in *Your* constitution or that of any other person or in any partner, member, director or shareholder of any such person.

(B) No failure on *Our* part or on the part of any of *Them* to exercise, or delay in exercising, any right, power or privilege under this Deed, any *Finance Document* or any *Security Document* will operate as a waiver thereof, nor will any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof, or the exercise of any other power or right.

14.7 **Suspense Account**

All monies received, recovered or realised in relation to this Deed by *Us*, any of *Them* or any *Receiver* may at the discretion of the recipient be held in a suspense account. This will be on whatever terms and for whatever period the recipient thinks fit. No obligation to apply them or any part of them in or towards the discharge of any of the *Secured Liabilities* will exist.

14.8 **Counterparts**

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

14.9 **Our Leasing Powers**

The leasing powers *We* have by statute will be deemed to include power to grant leases, enter agreements for and accept surrenders of leases and grant options on such terms as *We* think fit.

14.10 **Assignment**

- (A) *You* cannot transfer, delegate or declare in trust any of *Your* rights or obligations under this Deed without the prior written consent of the *Appropriate Consent Provider* (by letter sent by it to *You*).
- (B) *We* may transfer, novate or declare in trust or otherwise deal with all or any of *Our* rights and obligations under this Deed at any time and take all such steps as *We* think appropriate in relation to this. This will include to any person to whom *We*

transfer, novate, declare in trust or otherwise deal with *Our* rights and obligations under a *Finance Document*. If *We* ask *You* will immediately enter into such documents as may be necessary or desirable to effect any such matter described in this clause 14.10(B).

- (C) *We* and any of *Them* may disclose any information about this Deed, *You* and any *Finance Document* to any person involved in any arrangement or proposed arrangement described in clause 14.10(B) and to any other person to whom information may be disclosed under any *Finance Document*.

14.11 Severability

You agree that this Deed is reasonable but that if any part is found to be invalid or unenforceable no other part will be affected.

14.12 Failure/Delay

Any failure or delay by *Us* at any time or times to require *You* to perform any provision of this Deed will not affect *Our* right to enforce it at a later time. If *You* are required to do anything under this Deed but do not do it *We* may do it instead of *You* and any monies *We* incur in doing so will be recoverable by *Us* from *You* on demand.

14.13 Redemption of Prior Mortgages

At any time after the *Security* becomes enforceable, *We* may pay off any prior *Other Interest* over the *Charged Assets* or procure its transfer to *Us*. *We* may also settle and pass the accounts of the holder of that prior *Other Interest*. Any such accounts will be conclusive and binding on *You*. *You* will pay to *Us* on demand all monies *We* pay and all costs, charges and expenses *We* incur in exercising any rights under this clause 14.13.

14.14 Third Party Rights

A person who is not a party to this Deed will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This clause does not affect any right or remedy of any person (including for the avoidance of doubt any of *Them*) which is available otherwise than pursuant to that Act.

14.15 Compliance with Obligations

You must comply with *Your* obligations under this Deed during the *Security Period*.

14.16 Release

Any release, discharge or settlement *We* give under or pursuant to this Deed will not be of any effect if any right, security, disposition or payment taken into account by *Us* in doing so is later avoided or reduced. *We* may retain this Deed and any *Other Interest* which relates to the *Secured Liabilities* until *We* are satisfied that this will not occur and may compromise or concede any such claim.

14.17 Delegation

We and any *Receiver* may from time to time delegate, by power of attorney or otherwise, to any person any of the rights, powers or discretions given to them under this Deed, by statute or otherwise in relation to the *Secured Liabilities*. This may be on such terms (including giving a power to sub-delegate) and for such periods of time as they may think fit. Neither *We* nor any *Receiver* will be liable for any loss or damage arising from any act, default, neglect or misconduct of any such delegate or sub-delegate.

14.18 Deed

This document is intended to take effect as a deed even though a party may only execute it under hand.

14.19 Incorporation

The terms of, and any side letters relating to, the *Finance Documents* are incorporated in this Deed to the extent required such that any disposition contained in this Deed is valid in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

14.20 No Deduction

All payments by *You* of the *Secured Liabilities* will be made when due without deduction, withholding or set off. If any deduction or withholding is required by law, *You* will increase *Your* payment so that the relevant person receives the full amount due before such deduction or withholding.

14.21 Small Companies

We acknowledge that If *You* are a company to which paragraph 43 of Schedule A1 of the Insolvency Act 1986 applies:-

- (A) We cannot appoint a *Receiver*; and
- (B) no floating charges created by this Deed will convert into a fixed charge;

solely because a moratorium (as referred to in that paragraph 43) is obtained in respect of *You* (or anything is done with a view to obtaining such a moratorium).

15. NOTICES

- 15.2 Each communication to be made under this Deed shall be made in writing and, unless otherwise stated, may be made by email or letter.
- 15.2 Any communication or document to be made or delivered pursuant to this Deed shall (unless that other person has by 15 days' notice to each other party to this Deed specified another address or another person for whose attention the communication or document should be marked) be made or delivered to the address of such person set out in this Deed and shall be deemed to have been delivered (in the case of any communication made by letter) when left at that address or (as the case may be) two days after being deposited in the post first class postage prepaid in an envelope addressed to it at that address.

16. GOVERNING LAW

This Deed, and any non-contractual obligations arising out of or in connection with it, will be governed and interpreted by English law. *You* agree that *You* will only use the English courts for any claims relating to this Deed or any such obligations. *We* may use the courts of another jurisdiction if *We* choose.

SCHEDULE 1**The Chargors**

Name	Registered Number	Jurisdiction of Incorporation
Global Navigation Solutions Holdings Limited	08239750	England
GNS Midco 1 Limited	08226852	England
GNS Midco 2 Limited	08226902	England
GNS Acquisitions Limited	08052030	England
Global Navigation Solutions Limited	08190145	England
Lilley and Gillie Charts Limited	08192239	England
GNS Treasury Limited	08416291	England
Thomas Gunn Navigation Services Limited	SC198034	Scotland
GNS 2015 Limited	08251100	England

SCHEDULE 2

Part 1 - Land

REGISTERED LAND

(Freehold or leasehold property (if any) in England and Wales of which the relevant Chargor is registered as the proprietor at the Land Registry)

Original Chargor	Address of Property	Title Number	Freehold / leasehold	Date / Parties to lease

UNREGISTERED LAND

(Freehold or leasehold property (if any) in England and Wales title to which is not registered at the Land Registry of which the relevant Original Chargor is the owner)

The freehold/leasehold property known as and comprised in the following title deed(s) or other document(s) of title:

Chargor	Description	Date	Document	Parties

Part 2 – Chattel Assets

Description	Serial or other number	Location	Distinguishing Features

IN WITNESS whereof *You* and *We* have executed this Deed which is delivered on the day and year first before written

THE CHARGORS

EXECUTED as a **DEED** by
GLOBAL NAVIGATION SOLUTIONS
HOLDINGS LIMITED
acting by

)
)
)
)

Director

in the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

Address:

Fax No:

Attention:

[Redacted]

Rachel Hampson

17 North End

Sedgefield

Teaching Assistant

17 Elm Road, North Shields, Tyne And Wear, United Kingdom,
NE29 8SE

EXECUTED as a DEED by
GNS MIDCO 1 LIMITED
acting by

)
)
)

Director

in the presence of:

Witness signature:

Witness name:

Witness address:

Rachel Hampson
17 North End
Sedgefield

Witness occupation:

Address:

Teaching Assistant
17 Elm Road, North Shields, Tyne And Wear, United Kingdom,
NE29 8SE

Fax No:

Attention:

EXECUTED as a DEED by
GNS MIDCO 2 LIMITED
acting by

)
)
)

Director

in the presence of:

Witness signature:

Witness name:

Witness address:

Rachel Hampson
17 North End
Sedgefield

Witness occupation:

Address:

Teaching Assistant
17 Elm Road, North Shields, Tyne And Wear, United Kingdom,
NE29 8SE

Fax No:

Attention:

EXECUTED as a DEED by)

GNS ACQUISITIONS LIMITED)

acting by)

Director

in the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

Address:

17 Elm Road, North Shields, Tyne And Wear, United Kingdom,
NE29 8SE

Fax No:

Attention:

EXECUTED as a DEED by)

GLOBAL NAVIGATION SOLUTIONS LIMITED)

acting by)

Director

in the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

Address:

17 Elm Road, North Shields, Tyne And Wear, United Kingdom,
NE29 8SE

Fax No:

Attention:

EXECUTED as a DEED by
LILLEY AND GILLIE CHARTS LIMITED
acting by

Director

in the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

Address:

17 Elm Road, North Shields, Tyne And Wear, United Kingdom,
NE29 8SE

Fax No:

Attention:

EXECUTED as a DEED by
GNS TREASURY LIMITED
acting by

Director

in the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

Address:

17 Elm Road, North Shields, Tyne And Wear, United Kingdom,
NE29 8SE

Fax No:

Attention:

EXECUTED as a DEED by
THOMAS GUNN NAVIGATION SERVICES
LIMITED
acting by

Director

in the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

Address:

1st Floor (Front) Ocean Spirit House West, 31-33 Waterloo Quay,
Aberdeen, United Kingdom, AB11 5BS

Fax No:

Attention:

EXECUTED as a DEED by
GNS 2015 LIMITED
acting by

Director

in the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

Address:

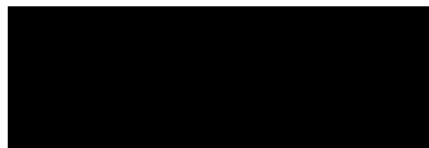
17 Elm Road, North Shields, Tyne And Wear, United Kingdom,
NE29 8SE

Fax No:

Attention:

THE SECURITY TRUSTEE

EXECUTED as a **DEED** by
PHOENIX EQUITY NOMINEES LIMITED
acting by a director



Director

in the presence of:



Witness signature:

Witness name:

Witness address:

DAVID JIM FCA
30 RIVER GARDEN
LONDON
SE16 0GA

Witness occupation:

ACCOUNTANT

Address:

123 Victoria Street

London

SW1E 6DE

Fax No:

020 3004 1496

Attention:

Tim Dunn