



Registration of a Charge

Company name: **VTIME LIMITED**

Company number: **08620816**

Received for Electronic Filing: **03/05/2017**



Details of Charge

Date of creation: **27/04/2017**

Charge code: **0862 0816 0001**

Persons entitled: **MARTIN KENWRIGHT**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MARTIN KENWRIGHT**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8620816

Charge code: 0862 0816 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th April 2017 and created by VTIME LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd May 2017 .

Given at Companies House, Cardiff on 4th May 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**

Date: 27/4/..... 2017

Each entity listed in Schedule 1 to this Deed
as chargors

Martin Kenwright
as lender

Security Agreement

this document is registrable at the UK Companies Registry

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THIS DEED is made by way of deed the 27 day of April 2017

BETWEEN:

- (1) Each entity listed in Schedule 1 to this Agreement (the "Chargors" and each a "Chargor"); and
- (2) Martin Kenwright of Calveley Court, Calveley Hall Lane, Calveley, Tarporley, CW69LB (the "Lender").

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Deed:

"Act" means the Law of Property Act 1925;

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

"Business Day" means any day that is not a Saturday, Sunday or a day on which the Lender is closed for general business in London;

"Charged Intellectual Property" means the intellectual property rights charged by this Deed as more particularly referred to in Clause 3.12 (*Intellectual Property*);

"Collateral" means the assets of each Chargor for the time being mortgaged, or charged (whether by way of fixed or floating charge) to the Lender or subject to any other security in favour of the Lender by or pursuant to this Deed;

"Contracts" means the contracts, deeds, undertakings, agreements, rights, warranties, securities, covenants, guarantees, bonds and indemnities charged to the Lender pursuant to Clause 3.8 (*Contracts*);

"Default Rate" means 2% per annum above the rate of interest applicable to any of the Secured Obligations under the Loan Agreement;

"Enforcement Event" means the failure of any Obligor to pay any amounts demanded by the Lender under Clause 6.1 (*Repayment*) of the Loan Agreement within any applicable time periods for such payment.

"Environmental Claim" means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law;

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

- (a) the pollution or protection of the environment;
- (b) harm to or the protection of human health;
- (c) the conditions of the workplace; or

- (d) any emission or substance capable of causing harm to any living organism or the environment;

"Environmental Permits" means any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of any Chargor conducted on or from the Property;

"Intellectual Property" means any present or future patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, together with the benefit of all applications and rights to use such assets;

"Loan Agreement" means the secured uncommitted on demand revolving loan agreement dated on or about the date of this Deed between the Lender and each Chargor;

"Property" means all the freehold, leasehold or other immovable property from time to time the subject of any security created by this Deed including, but without limitation, the properties (if any) more particularly described in Schedule 2 and the benefit of any covenants for title given or entered into by any predecessor in title of any Chargor and any moneys paid or payable in respect of any such covenant but excluding Rack Rent Leases;

"Rack Rent Leases" means all leasehold property held by a Chargor and all future leasehold property acquired by a Chargor after the date hereof, in each case under a lease granted at a rack rent for a term of less than 15 years or which has a term of less than 15 years to run;

"Receiver" means a receiver or receiver and manager appointed by the Lender under this Deed;

"Secured Obligations" means all present and future monies, obligations and liabilities of each Obligor to the Lender under or in connection with any Finance Documents and all other present and future liabilities of any Obligor to the Lender, in each case whether actual or contingent, and whether owed or incurred alone or jointly and/or severally with another and as principal or as surety or in any other capacity or of any nature;

"Securities" means all present or future shares, stocks, warrants, deeds, bonds, loan capital and other securities and investments (certificated or uncertificated) or units in any account or balance owned by any Chargor or held by any nominee on its behalf or rights against any operator or participant in any system or facility (wherever established) providing means for the deposit of and clearance of transactions in any such securities and all income, rights or property derived from or attaching to the same;

"Security Period" means the period commencing on the date of this Deed and ending on the date upon which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and

"VAT" means Value Added Tax as provided for in the Value Added Tax Act 1994 or any other tax of a similar nature.

1.2 Terms defined in the Loan Agreement

Words or expressions defined in the Loan Agreement shall unless otherwise defined in this Deed or unless the context otherwise requires, have the same meaning when used in this Deed.

1.3 Interpretation

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

- (a) **"assets"** includes present and future properties, revenues and rights of every description;
- (b) the Lender or a Chargor or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- (c) the **"Charged Intellectual Property"**, the **"Property"**, the **"Collateral"** or the **"Secured Obligations"** includes a reference to any part of them or it;
- (d) Clause and Schedule headings are for ease of reference only;
- (e) this **"Deed"** or any other agreement or instrument is a reference to this Deed or that other agreement or instrument as amended, novated, supplemented, extended or restated;
- (f) freehold, leasehold or other immovable property includes all buildings, fixtures, fittings, fixed plant or machinery from time to time on or forming part of that freehold, leasehold or other immovable property and the proceeds of sale of that property;
- (g) the masculine gender includes the feminine and neuter genders and the singular includes the plural and vice versa;
- (h) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- (i) a provision of law is a reference to that provision as amended or re-enacted;
- (j) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (k) **"security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect; and
- (l) the terms of any contract or agreement giving rise to or concerning or securing the Secured Obligations and of any side agreement between the parties to this Deed are incorporated in this Deed to the extent required to ensure that any purported disposition of or purported agreement to dispose of any freehold, leasehold or other immovable property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 Effect as a Deed

It is intended that this Deed take effect as a deed notwithstanding the fact that (if executed by the Lender) the Lender may only execute this document under hand.

2. Covenant to pay

Each Chargor covenants with the Lender that it will pay and discharge to the Lender the Secured Obligations on the due date and in the currency specified and otherwise in all respects in the manner provided in the Loan Agreement and in this Deed.

3. Mortgages and charges

3.1 General

All the security created under this Deed is created with full title guarantee in favour of the Lender as continuing security for the payment or discharge of the Secured Obligations.

3.2 Land

- (a) Each Chargor charges by way of first legal mortgage the Property.
- (b) Each Chargor charges by way of first fixed charge all present and future estates and other interests in any other freehold, leasehold and other immovable property wherever situate belonging to such Chargor including, without limitation, all its right, title and interest in the Property (other than so far as the same is charged by way of first legal mortgage under paragraph (a) above), subject to any necessary consent from the landlord in the case of any leasehold property.

3.3 Plant and machinery

Each Chargor charges by way of first fixed charge all plant and machinery (present and future) owned by such Chargor and its interest in any plant and machinery for the time being in its possession.

3.4 Book and other debts

Each Chargor charges by way of first fixed charge:

- (a) all present and future book debts due or owing or incurred to such Chargor; and
- (b) the benefit of all present and future guarantees and securities for such book debts and indemnities in respect of them and all liens, reservations of title, rights of tracing and other rights enabling such Chargor to enforce any such book debts.

3.5 Credit balances

Each Chargor charges by way of first fixed charge all present and future accounts with banks and the monies deposited in them and interest accruing and arrears and claims arising in respect of any such accounts.

3.6 Insurances

Each Chargor charges by way of first fixed charge the benefit of all present and future insurance policies and contracts of insurance relating to the Collateral and all monies payable under any such policies and contracts and all VAT payable on them.

3.7 Rents and income

Each Chargor charges by way of first fixed charge the benefit of all rentals, rents, service charges and licence fees (if any) payable under or in respect of any lease, underlease, tenancy or agreement for lease affecting the Collateral and all VAT payable on the same, and of all personal covenants given by any tenant or occupier of the Property or guarantor of such tenant or occupier to any Chargor, insofar as the same are capable of being charged.

3.8 Contracts

Each Chargor charges by way of first fixed charge the benefit of all contracts, deeds, undertakings, agreements, rights, warranties, securities, covenants, guarantees, bonds and indemnities of any nature now or at any time entered into by or enjoyed by or held by such Chargor (including but without limitation any deposit or other sum paid by way of security or paid under any contract for the sale of the Collateral or under any option contract relating to the Collateral (whether or not such deposit is forfeited), insofar as the same are capable of being charged, and all compensation paid in relation to the Collateral) and all VAT payable on it.

3.9 Securities

Each Chargor charges by way of first fixed charge the Securities, together with all present and future dividends, interest and other income and all other rights deriving from or incidental to the Securities.

3.10 Goodwill and uncalled capital

Each Chargor charges by way of first fixed charge the present and future goodwill of such Chargor and its uncalled capital for the time being.

3.11 Chattels

Each Chargor charges by way of first fixed charge all chattels (other than any charged by Clause 3.3 (*Plant and machinery*)), present or future, owned, hired, leased or rented by such Chargor to any other person together in each case with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract insofar as the same are capable of being charged.

3.12 Intellectual Property

Each Chargor charges by way of first fixed charge:

- (a) the patents and trademarks and other intellectual property rights (if any) specified in Schedule 3;
- (b) all of the other Intellectual Property presently belonging to it; and
- (c) all the Intellectual Property that may be acquired by or belong to it in the future.

3.13 Hedging arrangements

Each Chargor charges by way of first fixed charge the benefit of any interest rate swap, currency swap, cap or collar arrangement, future, option, forward rate agreement or other derivative instrument (however described) or any other agreement with the Lender or any third party for

protecting or hedging any of the Secured Obligations at any time and the benefit of all rights, securities or guarantees in respect of them.

3.14 Pension funds

Each Chargor charges by way of first fixed charge any beneficial interest, claim or entitlement of such Chargor (present or future) in any pension fund.

3.15 Licences

Each Chargor charges by way of first fixed charge the benefit of all Authorisations (present or future) held or utilised by it in connection with its business from time to time or any of its present or future assets, and the right to recover or receive compensation which might become payable to it in respect of any such Authorisation.

3.16 Floating charge

- (a) Each Chargor charges by way of first floating charge all the present and future undertaking and assets of such Chargor not at any time otherwise effectively mortgaged, charged, assigned or otherwise secured by way of fixed mortgage, charge, assignment or other security interest under this Clause 3 (*Mortgages and charges*).
- (b) Subject to paragraph (c) below, the Lender may by notice to the Company convert the floating charge created by this Clause 3.16 (*Floating charge*) (in this clause the "**floating charge**") into a fixed charge as regards all or any of any Chargor's assets specified in the notice at any time after the security created by this Deed has become enforceable, or if the Lender has reasonable grounds for considering those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process and the floating charge will in any event be converted to a fixed charge immediately if any subsequent floating charge is converted to a fixed charge or if an administrator is appointed in relation to any Chargor or the Lender receives notice of an intention to appoint an administrator in relation to any Chargor.
- (c) The floating charge may not be converted to a fixed charge solely by reason of the occurrence of any event specified in paragraph 43 of Schedule A1 to the Insolvency Act 1986 (void provisions in floating charge documents).
- (d) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Deed, and such floating charge shall become enforceable for the purposes of paragraph 16 of that Schedule when the security created by this Deed becomes enforceable.

3.17 Continuing security

The security from time to time created by or pursuant to this Deed shall:

- (a) be in addition to and independent of every bill, note, guarantee, or other security which the Lender may at any time hold for the Secured Obligations and no prior or other security held by the Lender over the Collateral shall merge in the security created by or pursuant to this Deed; and
- (b) remain in full force and effect as a continuing security until the end of the Security Period.

3.18 Contracts or documents

If the rights of any Chargor under any contract or document cannot be secured without the consent of a party to that contract or document:

- (a) such Chargor must promptly notify the Lender;
- (b) the security created by this Deed will include all amounts which such Chargor may receive or has received under that contract or document but, to the extent that contract or document cannot be secured, will exclude the contract or document itself; and
- (c) such Chargor must use its reasonable endeavours to obtain the consent of the relevant person to that contract or document being secured under this Deed.

4. Restrictions on dealing

4.1 Negative pledge

No Chargor shall at any time without the prior written consent of the Lender (and to the intent that any purported dealing in contravention of this Clause shall be void and of no effect):

- (a) create, or purport to create, extend or permit to subsist any security over any of its undertaking or assets, whether in any such case ranking in priority to or pari passu with or after the security created by any Chargor under this Deed or any other security of the Lender created pursuant to this Deed; or
- (b) sell, transfer, lease, lend or otherwise dispose of whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of the Collateral or enter into an agreement for sale, transfer, lease, loan or other disposal of the whole or any such part of the Collateral other than a sale, transfer, lease or other disposal on arm's length terms in the ordinary course of trading of such Chargor.

4.2 Restriction at HM Land Registry

Each Chargor applies and agrees that the Lender may apply to the Chief Land Registrar (by submitting a form RX1 or otherwise) for a restriction in the following terms to be entered on the register or registers of title relating to any Property registered at HM Land Registry and against which this Deed may be noted:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Martin Kenwright] referred to in the charges register."

5. Perfection of the Lender's security

5.1 Further assurance

- (a) Each Chargor shall from time to time during the Security Period, whenever reasonably requested by the Lender and at such Chargor's cost, execute in favour of the Lender, or as it may direct, such further or other legal assignments, transfers, mortgages, legal or other charges or securities as in each such case the Lender shall reasonably stipulate over such Chargor's estate or interest in any property or assets of whatever nature or tenure and wherever situate and forming part of the Collateral for perfecting the security

intended to be created by this Deed and for facilitating the realisation of the Collateral created or intended to be created under this Deed.

- (b) Without prejudice to the generality of paragraph (a) above, such assignments, transfers, mortgages, legal or other charges, or securities shall be in such form as shall be prepared in reasonable terms on behalf of the Lender and may contain provisions such as those contained in this Deed or provisions to similar effect and/or such other provisions of whatever kind as the Lender shall reasonably consider requisite for the improvement or perfection of the security created or intended to be created by or pursuant to this Deed.
- (c) The obligations of each Chargor under this Clause shall be in addition to and not in substitution for the covenants for further assurance deemed to be included in this Deed by virtue of the Law of Property (Miscellaneous Provisions) Act 1994.

5.2 Deposit of documents

Each Chargor shall promptly upon request by the Lender deposit with the Lender all deeds, certificates and other documents constituting or evidencing title to the Collateral, all certificates of registration or constituting or evidencing such Chargor's interest from time to time in any Securities and Intellectual Property and such other documents relating to the Collateral as the Lender may from time to time require.

5.3 Affixing of notices

Each Chargor shall during the Security Period, whenever reasonably requested by the Lender and at such Chargor's cost, affix to such items of the Collateral or register, endorse or cause to be registered or endorsed on such documents as are referred to in Clause 5.2 as the Lender shall in each case stipulate, labels, signs or memoranda in such form as the Lender shall reasonably require referring or drawing attention to the security created by or pursuant to this Deed.

5.4 Notices to third parties

Each Chargor shall from time to time during the Security Period as requested by the Lender deliver any notices to any third party having rights or liabilities in or to any of the Collateral and will use all reasonable endeavours to procure the issue by such third party of acknowledgements required by the Lender.

6. Insurance

6.1 Required cover

Each Chargor shall at all times during the Security Period procure that there are maintained such insurances as are normally maintained by prudent persons carrying on similar businesses to that Chargor.

6.2 Lender's right to insure

If a Chargor fails to comply with Clause 6.1 (*Required cover*) after the Lender has required such Chargor to do so in writing the Lender may, but is not obliged to, insure and keep insured the Collateral either in its own name or in its name and that of any Chargor jointly with any other person or in the name of such Chargor with an endorsement of the Lender's interest save that the Lender shall not be entitled under this Clause 6.2 (*Lender's right to insure*) to insure against loss of profits. The monies expended by the Lender on so effecting or renewing any such insurance

shall be reimbursed by each Chargor to the Lender on demand and until so reimbursed shall carry interest from the date of payment to the date of reimbursement at the Default Rate.

6.3 Trust

All claims and monies received or receivable under any such insurance as mentioned above shall be held by each Chargor in trust for the Lender and shall be applied by such Chargor in repaying or reducing the Secured Obligations, or if the Lender shall so require, in repairing, replacing, restoring or rebuilding the assets damaged or destroyed.

6.4 No avoidance of insurance

No Chargor shall do any act or commit any default by which any policy of insurance may become void or voidable.

6.5 Payment of proceeds

No Chargor shall do any act or commit any default by which the Lender or a Chargor (as the case may be) may be prevented from receiving all monies payable under any policy of insurance relating to the Collateral and shall ensure that all sums at any time payable under any of such policies of insurance of the Collateral shall be paid to the Lender or as the Lender shall direct.

7. Undertakings by each Chargor

Each Chargor shall at all times during the Security Period comply with the undertakings contained in this Clause.

7.1 Information

Each Chargor shall provide the Lender, its employees, professional advisers and agents with all such information respecting such Chargor's business and affairs as the Lender may reasonably from time to time require subject always to the Lender adhering to its duty of confidentiality in respect of such information.

7.2 Pay outgoings

Each Chargor shall punctually pay or cause to be paid all rents, rates, taxes, duties, assessments and other outgoings payable in respect of the Collateral.

Right of entry

Each Chargor shall permit the Lender and such persons as the Lender may from time to time for that purpose appoint at reasonable times and upon reasonable notice to enter and inspect and view the state and condition of the Property and if any defects or disrepair are found upon such inspection the Lender may enter onto the Property and execute such replacements or removals, repairs or works as may be necessary, the cost of which shall be paid by such Chargor to the Lender on demand. No Chargor shall be in breach of this undertaking where the terms of any lease prohibit such entry and such Chargor, having used all reasonable endeavours to obtain the relevant tenant's consent to such entry, has failed to obtain the requisite permission.

7.3 Leases and use

No Chargor shall without the prior written consent of the Lender:

- (a) grant or agree to grant (whether in exercise of any statutory power or otherwise) any lease, underlease, tenancy or agreement for lease of or affecting the Property;
- (b) confer or agree to confer on any other person any other right or licence to occupy any land or buildings forming part of the Property or grant any licence to assign or sub-let the Property;
- (c) waive, release or vary or agree to waive, release or vary any of the terms of any lease, underlease, tenancy or agreement for lease affecting the Property including the determination or review of any rent nor exercise any power to terminate or extend the same;
- (d) forfeit, nor commence proceedings for forfeiture, nor exercise any right of re-entry, nor accept the surrender of any lease, underlease, tenancy or agreement for lease affecting the Property; or
- (e) change or permit or suffer to be changed the present use of the Property;

save where the above are undertaken in the normal course of business and/or at market value.

7.4 Environmental

Each Chargor shall:

- (a) comply with all Environmental Law;
- (b) obtain, maintain and ensure compliance with all requisite Environmental Permits;
- (c) implement procedures to monitor compliance with and to prevent liability under any Environmental Law;
- (d) promptly upon becoming aware of the same, inform the Lender in writing of any Environmental Claim against it which is current, pending or threatened, and of any facts or circumstances which are reasonably likely to result in any Environmental Claim being commenced or threatened against it;
- (e) keep the Lender informed of any steps taken or intended to be taken by it in respect of any matter referred to in paragraph (d) above;
- (f) give notice to the Lender as soon as is practicable of any new or additional requirements under any Environmental Law imposed on it or on the Property;
- (g) promptly supply the Lender with copies of any environmental reports, audits or studies undertaken in relation to the Property; and
- (h) indemnify the Lender and each Receiver and their respective officers, employees, agents and delegates (each an "Indemnified Party") against any cost or expense suffered or incurred by them which arises by virtue of any actual or alleged breach of any Environmental Law (whether by any Chargor, an Indemnified Party or any other person) and was not caused by the gross negligence or willful default of the relevant Indemnified Party.

7.5 Perform lease covenants

Each Chargor shall observe and perform or (as the case may be) enforce the observance and performance of all material regulations, covenants and provisions reserved by or contained in any lease, agreement for lease or tenancy agreement affecting the Property and neither take any step nor omit to take any step whatsoever if in consequence of the taking or omission to take such step such lease, agreement for lease or tenancy agreement may be surrendered or forfeited or the rent under it may be increased.

7.6 Perform restrictive and other covenants

Each Chargor shall observe and perform all restrictive and other covenants and stipulations for the time being affecting the Property or the use or the enjoyment of the Property.

7.7 Indemnity against outgoings

Each Chargor shall indemnify the Lender (and as a separate covenant any Receiver or administrator appointed by it) against all existing and future rents, taxes, duties, fees, renewal fees, charges, assessments, impositions and outgoings whatsoever (whether imposed by deed or statute or otherwise and whether in the nature of capital or revenue and even though of a wholly novel character) which now or at any time during the Security Period are payable in respect of the Collateral or by the owner or occupier of the Collateral. If any such sums as are referred to in this Clause shall be paid by the Lender (or any such Receiver or administrator) the same shall be repaid by such Chargor on demand with interest from the time or respective times of the same having been paid at the Default Rate.

7.8 Comply with statutory provisions

Each Chargor shall comply or cause compliance in all respects with all laws and regulations (whether domestic or foreign) for the time being in force and requirements of any competent authority relating to the Collateral or anything done on the Property by such Chargor and in particular (but without limitation) shall observe and perform or cause to be observed and performed all planning laws, permissions, agreements and conditions to which the Collateral is subject, and before such Chargor serves any discretionary notices such Chargor will obtain the Lender's consent and to obtain or cause to be obtained any development or other consent which may be requisite by reason of the development of or on the Property.

7.9 VAT

No Chargor shall without the prior written consent of the Lender exercise any option to waive exemption from VAT in relation to the Collateral and shall give to the Lender on demand all such details of such Chargor's registration for VAT purposes as the Lender shall require.

7.10 Supply details of notices received

Each Chargor shall give full particulars to the Lender of any notice or order or proposal for a notice or order made, given or issued to such Chargor under or by virtue of any statute including (without limitation) planning laws, within fourteen days of receipt of such notice, order or proposal by such Chargor and, if so required by the Lender, shall produce such notice, order or proposal to the Lender or its agents and also as soon as practicable take all reasonable and necessary steps to comply with any such notice, order or proposal or (if required to do so by the Lender) to join with the Lender at the cost of such Chargor in making such representation or appeals as the Lender may deem fit in respect of any such notice, order or proposal and (without limitation) at all times

during the Security Period to give to the Lender or its agents such information as they shall reasonably require as to all matters relating to the Collateral.

7.11 Notify material matters

Each Chargor shall notify the Lender of any matters materially affecting the value, enforceability or collectability of the Collateral and of all material disputes, counterclaims, returns and rejections by or of customers of such Chargor.

7.12 Intellectual property

- (a) Each Chargor shall maintain, protect and preserve the Charged Intellectual Property and all necessary certificates, licences, permits and authorisations from time to time required in relation to the Charged Intellectual Property.
- (b) Each Chargor shall, if requested to do so by the Lender, make entries in any public register of any Intellectual Property rights (of any nature) comprised in the Collateral which either record the existence of this Deed or the restrictions on disposal imposed by this Deed.

7.13 Securities

- (a) Each Chargor shall:
 - (i) pay all calls and other payments due or payable in respect of the Securities and comply with all other conditions and obligations assumed by it in relation to the Securities;
 - (ii) not take or allow the taking of any action on its behalf which may result in the rights attaching to any of the Securities being altered; and
 - (iii) copy to the Lender all notices, reports, accounts, circulars and other documents relating to the Securities promptly after they are received.
- (b) Until the security created by this Deed becomes enforceable:
 - (i) each Chargor has the right to exercise (or, as the case may be, instruct the Lender or its nominee to exercise) all voting and other rights relating to the Securities provided that such exercise does not adversely affect the value of the Securities; and
- (c) After the security created by this Deed has become enforceable:
 - (i) the Lender may exercise (in the name of a Chargor or otherwise) all voting and other rights in relation to the Securities for the purpose of preserving their value or realising them; and
 - (ii) the Lender will be entitled to receive and retain all dividends, interest and other distributions paid in respect of the Securities.
- (d) Each Chargor shall, on the date of this Deed (or such later date as agreed by the Lender), or if later, on the date of acquisition of any Securities, deposit with the Lender or as the Lender may direct, all certificates or other documents of title or evidence of ownership in relation to any of the Securities and such duly executed instruments of transfer (with the name of the transferee, date and consideration left blank) as the Lender may require to

perfect the title of the Lender or its nominee to such Securities and/or to enable the Lender to vest such Securities in any purchaser upon exercise of the Lender's power of sale.

- (e) Each Chargor agrees that neither the Lender nor the Lender's nominee will have any liability for (i) failing to present any coupon or other document relating to any of the Securities for payment or redemption; (ii) failing to accept any offer relating to the Securities; (iii) failing to attend or vote at any meetings relating to the Securities; (iv) failing to notify a Chargor of any matters mentioned in this Clause 8.17 (*Securities*) or of any communication received by the Lender in relation to the Securities; (v) any loss arising out of or in connection with the exercise or non-exercise of any rights or powers attaching or accruing to the Securities or which may be exercised by the Lender or any nominee for the Lender under this Deed.

7.14 Not to jeopardise the Collateral

No Chargor shall do or cause or permit to be done anything which may depreciate, jeopardise or otherwise prejudice the value to the Lender of the Collateral.

7.15 COMI

Each Chargor shall maintain its centre of main interest (COMI) for the purposes of the EU Regulation on Insolvency Proceedings 2000, in the United Kingdom.

8. Extension and variation of the Act

8.1 When Security becomes enforceable

The security created by this Deed shall, for all purposes, become immediately enforceable on the occurrence of an Enforcement Event.

8.2 Power of sale

Section 103 of the Act shall not restrict the exercise by the Lender of the statutory power of sale conferred on it by section 101 of the Act, which power shall arise and may be exercised by the Lender immediately upon the security created by this Deed becoming enforceable and at any time thereafter, and the provisions of the Act relating to and regulating the exercise of the statutory power of sale shall, so far as they relate to the security created by or pursuant to this Deed, be varied and extended accordingly.

8.3 Statutory powers of leasing

- (a) The statutory powers of leasing, letting, entering into agreements for leases or lettings and accepting and agreeing to accept surrenders of leases conferred by sections 99 and 100 of the Act shall not be exercisable by any Chargor in relation to the Collateral without the prior written consent of the Lender, but the foregoing shall not be construed as a limitation of the powers of any Receiver.
- (b) Such statutory powers shall be exercisable by the Lender upon the security created by this Deed becoming enforceable and at any time thereafter, and whether or not the Lender shall then be in possession of the premises proposed to be leased, so as to authorise the Lender to make a lease or agreement for lease at a premium and for any length of term and generally without any restriction on the kinds of leases and agreements for lease that the Lender may make and generally without the necessity for the Lender to

comply with any restrictions imposed by or the other provisions of sections 99 and 100 of the Act.

- (c) The Lender may delegate such powers to any person and no such delegation shall preclude the subsequent exercise of such powers by the Lender itself or preclude the Lender from making a subsequent delegation of such powers to some other person, and any such delegation may be revoked by the Lender.

8.4 Other powers of Lender

In addition to any other power conferred on the Lender by this Deed, at any time after the security created by this Deed has become enforceable, any right, power or discretion conferred or which may be conferred on a Receiver by or pursuant to this Deed may be exercised by the Lender in relation to any of the Collateral without first appointing a Receiver or notwithstanding the appointment of a Receiver.

8.5 Consolidation of mortgages

The restriction on the right of consolidating mortgage securities contained in section 93 of the Act shall not apply to this Deed.

9. Appointment of Receiver or administrator

9.1 Timing of appointment

At any time after having been requested so to do by any Chargor or upon the security created by this Deed becoming enforceable or at any time thereafter the Lender may exercise all the powers conferred by the Insolvency Act 1986 on the holder of a qualifying floating charge (as defined in that Act) and the Lender may appoint one or more persons to be a Receiver or Receivers of the whole or any part of the Collateral or an administrator or administrators of such Chargor, in each case in accordance with and to the extent permitted by applicable laws. The Lender may:

- (a) remove any Receiver previously appointed; and
- (b) appoint another person or other persons as Receiver or Receivers, either in the place of a Receiver so removed or who has otherwise ceased to act or to act jointly with a Receiver or Receivers previously appointed.

9.2 Joint Receivers

If at any time and by virtue of any such appointment(s) any two or more persons shall hold office as Receivers of the same assets or income, each one of such Receivers shall be entitled (unless the contrary shall be stated in any deed or other instrument appointing them) to exercise all powers and discretions conferred by this Deed or by law on Receivers individually and to the exclusion of the other or others of them.

9.3 Form of appointment and removal

Every such appointment or removal, and every delegation, appointment or removal by the Lender in the exercise of any right to delegate its power or to remove delegates contained in this Deed, may be made either by deed or by instrument in writing under the hand of any officer of the Lender or any person authorised in writing by any such officer or, in the case of an administrator or administrators by notice of appointment in the prescribed form, or by any other effective means.

9.4 Powers of Receiver – statutory

Every Receiver for the time being holding office by virtue of an appointment made by the Lender under this Deed shall (subject to any limitations or restrictions expressed in the deed or other instrument appointing him but notwithstanding any winding-up or dissolution of any Chargor) have, in relation to the Collateral, or as the case may be, that part of the Collateral in respect of which he was appointed:

- (a) all the powers (as varied and extended by this Deed) conferred by the Act on mortgagors and on mortgagees in possession and receivers appointed under the Act; and
- (b) power in the name or on behalf and at the cost of such Chargor to exercise all powers and rights of an absolute owner and do or omit to do anything which such Chargor itself could do.

9.5 Powers of Receiver – specific

In addition and without prejudice to the generality of the foregoing or any other provision of this Deed, every Receiver shall (notwithstanding any winding-up or dissolution of any Chargor) have the following powers:

- (a) Take possession

power to take possession of, collect and get in all or any part of the Collateral and for that purpose to make, or to require the directors of any Chargor to which it has been appointed to make, calls upon the holders of such Chargor's share capital in respect of any such capital of such Chargor which remains uncalled and to enforce payment of calls so made and any previous unpaid calls by taking proceedings in the name of such Chargor or by his own name;

- (b) Carry on business

power to carry on, manage, develop, amalgamate, reconstruct or diversify the whole or any part of any Chargor's business, including the power where such Chargor has one or more subsidiaries of supervising, controlling and financing such subsidiary or subsidiaries (inclusive of any bodies corporate as are referred to in paragraph (d) below) and its or their business or businesses and the conduct of such business or businesses;

- (c) Sell assets

power to sell or assign the Collateral in such manner and generally upon such terms and conditions as he thinks fit and to convey or transfer the same in the name of any Chargor;

- (d) Form subsidiaries

power to promote, or subscribe for or otherwise acquire the share capital of any body corporate with a view to such body corporate becoming a subsidiary of any Chargor and purchasing, leasing or otherwise acquiring an interest in the Collateral or carrying on any business in succession to such Chargor or any subsidiary of such Chargor;

- (e) Severance

power to sever and sell separately from the Collateral all or any fixed plant and machinery and other fixtures and fittings comprised in the Collateral;

(f) Improve, develop or repair

power to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification), of any project in which any Chargor was concerned or interested prior to his appointment being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land;

(g) No statutory restriction on sale etc

power to sell, lease or otherwise dispose of or concur in selling, leasing, accepting surrenders or otherwise disposing of the Collateral without the restriction imposed by section 103 of the Act or the need to observe any of the restrictions or other provisions of sections 99 or 100 of the Act and upon such terms as he shall think fit;

(h) Method of sale or disposal

power to carry any sale, lease or other disposal of any land or buildings and other property and assets into effect by conveying, transferring, assigning or leasing in the name of any Chargor and for that purpose to enter into covenants and other contractual obligations in the name of and so as to bind such Chargor;

(i) Consents and licences

power to apply for and obtain any appropriate Authorisation in relation to the Collateral, its use or development;

(j) Additional land and easements

power to acquire additional land or any interest in land and/or easements for the benefit of any of the Collateral and power to grant easements or rights over the Collateral;

(k) Chargor's name

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

(l) Compromise

power to make any arrangement or compromise or settlement of claims or enter into any contracts or arrangements as he shall think fit;

(m) Insurances

power to effect and renew insurances;

(n) Proceedings

power to take or defend proceedings in the name of any Chargor to which it has been appointed including proceedings for the compulsory winding-up of such Chargor and proceedings for directions under section 35(1) of the Insolvency Act 1986 and power to settle and compromise any proceedings;

(o) Employees

power to employ, engage and appoint such managers, agents, servants and other employees and professional advisers on such terms as he shall think fit including without limitation power to engage his own firm in the conduct of the receivership;

(p) Borrow money

power to raise or borrow money from the Lender or any other person to rank for payment in priority to the security created by or pursuant to this Deed and with or without a mortgage or mortgage Deed on the Collateral;

(q) Protection of assets

power to make and effect all repairs and insurances and do all other acts which any Chargor might do in the ordinary conduct of its business as well for the protection as for the improvement of the Collateral and to commence and/or complete any building operations on the Collateral and to apply for and maintain any planning permissions, building regulation approvals and any other permissions, consents or licences, in each case as he may in his absolute discretion think fit;

(r) Leases

power to let the Collateral for such term and at such rent (with or without a premium) as he may think proper and to accept a surrender of any lease or tenancy of the Collateral on such terms as he may think fit (including the payment of money to a lessee or tenant on a surrender);

(s) Receipts

power to give valid receipts for all monies and execute all assurances and things which may be proper or desirable for realising the Collateral; and

(t) General powers

power to do all such other things as may seem to the Receiver to be incidental or conducive to any other power vested in him or to be conducive to the realisation of the security created by or pursuant to this Deed.

9.6 Receiver as agent

Every Receiver shall be deemed at all times and for all purposes to be the agent of any Chargor which shall be solely responsible for his acts and defaults and liable on any contracts or engagements made or entered into by him and for the payment of his remuneration. The Lender shall not be responsible for his misconduct, negligence or default.

9.7 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender (or, failing such agreement, to be fixed by the Lender) appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted in accordance with his current practice or the current practice of his firm and without being limited to the maximum rate specified in section 109(6) of the Act. The amount of such remuneration may be debited by the Lender to any Chargor, but shall in any event form part of the Secured Obligations.

9.8 Monies actually received

Only monies actually paid by the Receiver or administrator to the Lender in satisfaction or discharge of the Secured Obligations and unconditionally and irrevocably retained by the Lender shall be capable of being applied by the Lender in satisfaction of the Secured Obligations.

9.9 Receiver's indemnity

Each Chargor agrees to indemnify and hold harmless the Receiver from and against all actions, claims, expenses, demands and liabilities (save where the same is due to gross negligence or willful misconduct of the Receiver) whether arising out of contract or tort or in any other way incurred or which may at any time be incurred by him or by any manager, agent, servant or other employee for whose debt, default or miscarriage he may be answerable for anything done or omitted to be done in the exercise or purported exercise of his powers under the provisions of, or pursuant to, this Deed.

10. Other matters relating to enforcement

10.1 Consideration on disposal

- (a) In making any sale or other disposal of any of the Collateral in the exercise of their respective powers (including a disposal by the Receiver to any such subsidiary as is referred to in paragraph (d) of Clause 10.5 (*Powers of Receiver - Form subsidiaries*)) the Receiver or the Lender may accept, by way of consideration for such sale or other disposal, cash, shares, loan capital or other obligations, including without limitation consideration fluctuating according to or dependent upon profit or turnover and consideration the amount of which is to be determined by a third party.
- (b) Any such consideration may be receivable in a lump sum or by instalments and upon receipt by the Receiver shall automatically be and become charged with the payment of the Secured Obligations.
- (c) Any contract for any such sale or other disposal by the Receiver or the Lender may contain conditions excluding or restricting the personal liability of the Receiver or the Lender.
- (d) Plant, machinery and other fixtures may be severed and sold in the exercise of their respective powers by the Receiver or the Lender separately from the premises to which they are attached without any consent being obtained from any Chargor.

10.2 Application of proceeds

All monies received by the Lender or any Receiver or administrator appointed under this Deed shall (subject to the rights and claims of any person having a security ranking in priority to the security created by or pursuant to this Deed, or as otherwise required by law) be applied in the following order:

- (a) in the payment of or provision for all costs, charges and expenses incurred and payments made by the Lender and in the payment of all costs, charges and expenses of and incidental to the Receiver's or (as the case may be) administrator's appointment and the payment of his remuneration;

- (b) in the payment and discharge of any liabilities incurred by the Receiver or administrator on behalf of any Chargor in the exercise of any of the powers of the Receiver or administrator;
- (c) in providing for the matters (other than the remuneration of the Receiver or administrator) specified in the first three paragraphs of section 109(8) of the Act;
- (d) in or towards payment of any debts or claims which are by statute payable in preference to the Secured Obligations but only to the extent to which such debts or claims have such preference;
- (e) in or towards the satisfaction of the Secured Obligations,

and any surplus shall be paid to the Chargors or other person entitled to it.

10.3 Section 109 of the Act

The provisions of Clause 10.2 (*Application of proceeds*) and of Clause 9.7 (*Receiver's remuneration*) shall take effect as and by way of variation and extension to the provisions of section 109 of the Act, which provisions as so varied and extended shall be deemed incorporated in this Deed.

10.4 Right of appropriation

To the extent that the Collateral constitutes "financial collateral" and this Deed and the obligations of any Chargor under it constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003 No. 3226) or (where the context admits) equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements), the Lender and each Receiver shall have the right at any time after this Deed has become enforceable to appropriate all or any part of such financial collateral in or towards satisfaction of the Secured Obligations. For the purposes of this Clause the value of the financial collateral appropriated shall be such amount as the Lender or the Receiver determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

11. No liability as mortgagee in possession

The Lender shall not, nor shall any Receiver, by reason of it or such Receiver entering into possession of the Collateral be liable to account as mortgagee in possession or be liable for any loss on realisation or for any default or omission which a mortgagee in possession might be liable except for its gross negligence or wilful misconduct.

12. Expenses

12.1 Expenses of preservation and enforcement

All costs, charges and expenses incurred and all payments made by the Lender or any Receiver or administrator appointed under this Deed in the preservation of any rights under this Deed or in the lawful exercise of the rights or powers conferred by this Deed or by law or in the enforcement of any guarantee in respect of the Secured Obligations, whether or not occasioned by any act, neglect or default of any Chargor, shall carry interest (both before and after judgment) at the Default Rate from the date incurred until the date the same are unconditionally and irrevocably paid and discharged in full.

12.2 Interest

The amount of such costs, charges, expenses and payments and interest referred to in Clause 13.1 (*Expenses of preservation and enforcement*) and all remuneration payable under this Deed shall be payable by each Chargor on demand. All such costs, charges, expenses and payments shall be paid and charged as between the Lender and each Chargor on the basis of a full indemnity and not on the basis of party and party or any other kind of taxation.

12.3 Indemnity

The Lender and every Receiver, administrator, attorney, manager, agent or other person appointed by the Lender under this Deed shall be entitled to be indemnified out of the Collateral in respect of all liabilities and expenses properly incurred by them in the execution or purported execution of any of the powers, authorities or discretions vested in them pursuant to this Deed and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Collateral and the Lender and any such Receiver or administrator may retain and pay all sums in respect of the same out of any monies received under the powers conferred by this Deed.

12.4 Stamp duties

Each Chargor shall pay and, immediately on demand, indemnify the Lender against any liability it incurs in respect of any stamp, registration and similar tax or duty which is or becomes payable in connection with the entry into, performance or enforcement of this Deed.

13. Power of Attorney

13.1 Appointment and powers

Each Chargor, by way of security, irrevocably appoints:

- (a) the Lender;
- (b) each and every person whom the Lender shall from time to time nominate in writing under the hand of any officer of the Lender;
- (c) each and any Receiver for the time being holding office as such; and
- (d) each and any administrator appointed by the Lender and for the time being holding office as such;

jointly and also severally its attorney and attorneys for it and in the name of such Chargor and otherwise on its behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be reasonably required (or which the Lender or any such Receiver or administrator shall reasonably consider requisite) for carrying out any obligation imposed on such Chargor by or pursuant to this Deed or the Loan Agreement (including but not limited to the obligations of such Chargor under Clause 5.1 (*Further assurance*) and the statutory covenant referred to in such Clause), for carrying any sale, lease or other dealing by the Lender or such Receiver or administrator into effect, for conveying or transferring any legal estate or other interest in land or other property or asset, for getting in the Collateral, to endorse such Chargor's name on cheques and other forms of payment or security, to sign such Chargor's name on any invoice or bill of lading or draft and generally for enabling the Lender and the Receiver or administrator to exercise the respective powers conferred on them by or pursuant to this Deed or by law.

13.2 Delegation

The Lender shall have full power to delegate the power conferred on it by Clause 14.1 (*Appointment and powers*), but no such delegation shall preclude the subsequent exercise of such power by the Lender itself or preclude the Lender from making a subsequent delegation to some other person; and any such delegation may be revoked by the Lender at any time.

13.3 Ratification

Each Chargor shall ratify and confirm all transactions entered into by the Lender or such Receiver or administrator or delegate of the Lender in the exercise or purported exercise of their respective powers and all transactions entered into, documents executed and things done by any of them by virtue of the power of attorney given by Clause 14.1 (*Appointment and powers*).

13.4 Expenses

All money properly and reasonably expended by any such attorney shall be deemed to be expenses incurred by the Lender under this Deed.

14. Protection of purchasers

No purchaser or other person dealing with the Lender or its delegate or any Receiver or administrator appointed under this Deed shall be bound to see or inquire whether the right of the Lender or such Receiver or administrator to exercise any of its or his powers has arisen or become exercisable or be concerned with notice to the contrary, or be concerned to see whether any such delegation by the Lender shall have lapsed for any reason or been revoked.

15. Redemption of prior mortgages

The Lender may, at any time after the security created by this Deed has become enforceable, redeem any prior security against the Collateral or procure the transfer of such prior security to itself and may settle and pass the accounts of the prior security holder. Any accounts so settled and passed shall be conclusive and binding on each Chargor. All principal monies, interest, costs, charges and expenses of, and incidental to, such redemption and transfer shall be paid by each Chargor to the Lender on demand.

16. Set-off

16.1 Consolidation of accounts

In addition to any general lien or similar right which it may be entitled to exercise at any time under any contract or arrangement with any Chargor or by operation of law, the Lender shall have the right at any time after this Deed has become enforceable without notice to any Chargor to combine or consolidate all or any of a Chargor's then existing accounts opened pursuant to this Deed or otherwise with the Lender with any liabilities of any Chargor to the Lender and to set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of any Chargor to the Lender on any other such account or in any other respect. The liabilities referred to in this Clause may be actual, contingent, primary, collateral, several or joint liabilities, and the accounts, sums and liabilities referred to in this Clause may be denominated in any currency.

16.2 Set-off

In addition to any right which it may be entitled to exercise at any time under any contract or arrangement with any Chargor or by operation of law, after this Deed has become enforceable the Lender may set off any Secured Obligations due and payable by any Chargor against any obligation (whether or not matured) owed by the Lender to any Chargor regardless of the place of payment or currency of either obligation. If the obligations are in different currencies, the Lender may convert any obligation in the manner provided in Clause 20.

17. Payments

17.1 Manner of payment

All payments to be made by any Chargor under this Deed shall be made in the same currency in which the relevant Secured Obligations are expressed to be payable.

17.2 Taxes

All payments by any Chargor under or in connection with this Deed shall be made without set-off or counterclaim, free and clear of and without deduction for or on account of all taxes. All taxes in respect of this Deed and payments under it shall be for the account of and shall be paid by each Chargor for its own account prior to the date on which penalties attach to such taxes. If any Chargor is compelled by law to make payment subject to any tax and the Lender does not actually receive for its own benefit on the due date a net amount equal to the full amount provided for under this Deed, such Chargor will pay all necessary additional amounts to ensure receipt by the Lender of the full amounts so provided for. Each Chargor will indemnify the Lender in respect of all such taxes upon the Lender providing to such Chargor evidence that the Lender has suffered or incurred any liability to pay such taxes.

17.3 Tax credits

If the Lender receives the benefit of a tax credit or an allowance resulting from a payment which includes an additional amount paid by any Chargor under Clause 17.2 (Taxes), it shall (to the extent that it can do so without prejudice to the retention of such credit or allowance and to the extent that it is not unlawful or contrary to any official directive for it to do so) pay to such Chargor such part of that benefit as is, in the reasonable opinion of the Lender, attributable to the withholding or deduction giving rise to payment of that additional amount, provided that the Lender shall:

- (a) be the sole judge of the amount of any such benefit to be so paid to such Chargor and of the date on which it is received by the Lender;
- (b) have an absolute discretion as to the order and manner in which it employs or claims tax credits and allowances available to it; and
- (c) not be obliged to disclose to any Chargor or any other person any confidential information regarding its tax affairs or tax computations.

17.4 Appropriation of payments

The Lender shall have an absolute and unfettered right to appropriate any payments received from any Chargor to such indebtedness of such Chargor under the Finance Documents as the Lender may determine, to the exclusion of any right on the part of such Chargor to make an appropriation in respect of such payments.

18. Currency

18.1 Currency indemnity

If any sum due from any Chargor under this Deed (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

- (a) making or filing a claim or proof against such Chargor; or
- (b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

each Chargor shall as an independent obligation, within three Business Days of demand, indemnify the Lender against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (i) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (ii) the rate or rates of exchange available to the Lender at the time of its receipt of that Sum.

18.2 Waiver

Each Chargor waives any right it may have in any jurisdiction to pay any amount under this Deed in a currency other than that in which it is expressed to be payable.

19. Suspense account

For so long as any of Secured Obligations is outstanding, all monies received, recovered or realised by the Lender under this Deed (including the proceeds of any conversion of currency) may in the discretion of the Lender be credited to an interest bearing suspense or impersonal account and may be held in such account for so long as the Lender may think fit.

20. The Lender's remedies

20.1 Effect of release

Any receipt, release or discharge of the security provided by, or of any liability arising under, this Deed shall not release or discharge any Chargor from any liability to the Lender for the same or any other liability which may exist independently of this Deed.

20.2 Arrangements with third parties

The Lender may in its discretion grant time or other indulgence, or make any other arrangement, variation or release with, any person or persons not party to this Deed (whether or not such person or persons are jointly liable with any Chargor) in respect of any of the Secured Obligations or of any other security for, or guarantee in respect of, the Secured Obligations, without prejudice either to the security created by or pursuant to this Deed or to the liability of any Chargor for the Secured Obligations or the exercise by the Lender of any rights, remedies and privileges conferred upon it by this Deed.

20.3 Rights cumulative

The rights, powers and remedies provided in this Deed are cumulative and are not, nor are they to be construed as, exclusive of any rights, powers or remedies provided by law, or under any other document or agreement.

20.4 Waiver

No failure by the Lender to exercise, or delay in exercising, any right or remedy provided by this Deed or by law, shall operate as a waiver of such right or remedy, nor shall any single or partial waiver of any right or remedy preclude any further or other exercise of that right or remedy or the exercise of any other such right or remedy.

20.5 Costs

All the costs, charges and expenses of the Lender properly incurred in relation to the negotiation, preparation, printing, execution, registration and perfection of this Deed shall be reimbursed by each Chargor to the Lender within five Business Days of demand on a full indemnity basis and unless so paid shall carry interest from the date incurred to the date of reimbursement at the Default Rate.

20.6 Insolvency relation back

- (a) Any settlement or discharge between the Lender and any Chargor shall be conditional upon no security of, or payment to, the Lender (whether by such Chargor or otherwise) being avoided or reduced or required to be paid away by virtue of any requirement (whether or not having the force of law) or enactment, whether relating to bankruptcy, insolvency, liquidation, administration or otherwise, at any time in force or by virtue of any obligation to give effect to any preference or priority and the Lender shall be entitled to recover the value or amount of any such security or payment from any Chargor as if such settlement or discharge had not occurred.
- (b) If the Lender reasonably considers that an amount paid by any Chargor (or any other person) to the Lender under any contract or agreement giving rise to, concerning or securing the Secured Obligations is capable of being avoided or set aside on the winding-up or administration of such Chargor or such other person or otherwise then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

21. Provisions severable

Every provision contained in this Deed shall be severable and distinct from every other provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining such provisions shall not in any way be affected.

22. The Lender's discretion

Subject to any provision expressly to the contrary and subject to any duty imposed by general law, any power which may be exercised or any determination which may be made under this Deed by the Lender may be exercised or made in the absolute and unfettered discretion of the Lender.

23. Certificates

Any certification or determination by the Lender of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

24. Assignment

The Lender shall be entitled at any time to assign all or any of its rights and benefits under this Deed to any person to whom the rights and benefits of the Lender under the Loan Agreement are

assigned or transferred in accordance with its terms and this Deed shall remain in full force and effect after, and shall continue to secure the Secured Obligations after and resulting from, any such assignment or transfer.

25. Release

Upon the expiry of the Security Period (but not otherwise), the Lender will, at the request and cost of each Chargor, take whatever action is necessary to release the Collateral from the security created by this Deed.

26. Third party rights

Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed. Notwithstanding any provision of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

27. Counterparts

This Deed may be executed in any number of counterparts and by the different parties on separate counterparts and this will have the same effect as if the signatures on the counterparts were on a single copy of this Deed and each such counterpart shall be treated as an original.

28. Notices

Any notice or other communication to be made under or in connection with this Deed or by applicable law shall be made as provided in the Loan Agreement.

any

29. Governing law and jurisdiction

29.1 Governing law

This Deed and any non-contractual obligations arising out of or in connection with it shall (save to the extent expressly stated to the contrary) be governed by English law.

29.2 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- (b) The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) This Clause 29.2 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

EXECUTED as a **DEED** and delivered on the date stated at the beginning of this document.

Schedule 1

Chargors

Company name	Jurisdiction of incorporation	Registered number
VTime Holdings Limited	England and Wales	08763315
VTime Limited	England and Wales	08620816

Schedule 2

Details of the Property

Property	Interest	Title Number/Description
NONE		

Schedule 3

Details of Registered Intellectual Property

Trade marks

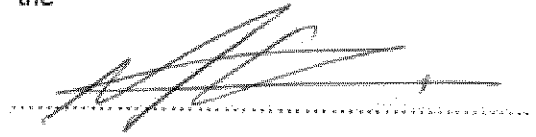
Holder	Country/Region	Mark	Registration/ application no.	Filing Date	Status	Classes
VTime Holdings Limited	UK	vTime	3133068	23 October 2015	Registered	9, 10, 35, 38, 41, 42

Domain names

- v-time.co.uk
- vtime.technology
- vtime.uk
- vtime.co.uk
- vtime.net

Lender

SIGNED as a **DEED** by **MARTIN KENWRIGHT** in the presence of:



Signature

Signature of witness 

Print name S M HOUSTON

Address HACKWOOD SANDY LANE

WEAVERHAM

CHESHIRE

Occupation Solicitor

The Chargors

EXECUTED as a **DEED** by **VTIME HOLDINGS LIMITED** acting
by a director in the presence of:


.....
Signature of director

Signature of witness 

Print name S M Houston

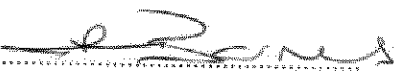
Address Hockwood

SANDY LAKE

Weaverham

Occupation Solicitor

EXECUTED as a **DEED** by **VTIME LIMITED** acting by a director
in the presence of:


.....
Signature of director

Signature of witness 

Print name S M Houston

Address Hockwood Sandy lake

Weaverham

Cheshire

Occupation Solicitor