



Registration of a Charge

Company Name: **PROPEL GROUP FINANCE LIMITED**

Company Number: **08665300**



Received for filing in Electronic Format on the: **16/08/2022**

XBAIX7EG

Details of Charge

Date of creation: **15/08/2022**

Charge code: **0866 5300 0001**

Persons entitled: **QUILAM SPECIAL OPPORTUNITIES 2 LIMITED**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT 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: **SALONI MALDE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8665300

Charge code: 0866 5300 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th August 2022 and created by PROPEL GROUP FINANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th August 2022 .

Given at Companies House, Cardiff on 18th August 2022

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 15 AUGUST 2022

**THE COMPANIES identified in schedule 1
as Chargors**

**QUILAM SPECIAL OPPORTUNITIES 2 LIMITED
as Lender**

SECURITY AGREEMENT

This deed is subject to the terms of the Subordination Deed

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DATE

15 AUGUST 2022

PARTIES

- 1 **THE COMPANIES** whose names, registered numbers and registered offices are set out in schedule 1 (the "**Chargors**"); and
- 2 **QUILAM SPECIAL OPPORTUNITIES 2 LIMITED** of Ground Floor Egerton House, 68 Baker Street, Weybridge, Surrey, United Kingdom, KT13 8AL (Company number 13610393) as lender (the "**Lender**").

BACKGROUND

- A The Chargors are entering into this deed in connection with the Finance Documents.
- B The Lender and the Chargors intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1 **Definitions and interpretation**

1.1 **Definitions**

Unless otherwise provided in this deed, terms defined in the Facility Agreement shall have the same meaning where used in this deed.

In addition, in this deed, unless the context otherwise requires, the following words shall have the following meanings:

Accounts: all accounts, and all moneys from time to time standing to the credit (including any interest thereon) of such accounts and all rights in relation thereto, with any bank, financial institution or other person in any jurisdiction now or at any time hereafter (and from time to time) owned, operated or held by any Chargor or in which any Chargor has an interest;

Administrator: a person appointed in accordance with Sched B1 Insolvency Act 1986 to manage any Chargor's affairs, business and property;

Assigned Agreements: any agreement designated in writing as an Assigned Agreement by any Chargor and the Lender, including but not limited to the Subordinated Debt Documents the Citi RPA, the Citi Servicing Agreement and the Citi Subordinated Facility.

Charged Assets: all the assets for the time being subject to the Security created by this deed (and references to the Charged Assets include references to any part of them);

Citi RPA: the receivables sale and purchase agreement dated 22 July 22 and entered into between Propel Finance No 1 Limited (as seller), Propel Funding I Ltd (as borrower), Propel Finance Plc (as servicer), Propel Finance Group Holdings Limited and Citibank N.A., London Branch;

Citi Servicing Agreement: the servicing agreement dated 22 July 2022 and entered into between Propel Funding I Ltd (as borrower), Propel Finance No 1 Limited (as seller), Propel Finance Plc as (servicer) and Citibank, N.A., London Branch (as security trustee);

Citi Subordinated Facility: the subordinated facility agreement dated 22 July 2022 and entered into between Propel Finance No 1 Limited (as subordinated lender), Propel Funding I Ltd (as borrower) and Citibank N.A., London Branch (as security trustee);

Collection Account: the account with account number 35295716 and sort code 56-00-59 held in the name of the Servicer with National Westminster Bank Plc, to which monies due

from Customers in respect of Receivables are paid and any successor or replacement for such account from time to time;

Debts: all book and other debts (other than Receivables), of any kind whatsoever now or at any time hereafter (and from time to time) due, owing or payable to any Chargor or in which any Chargor has an interest and the proceeds of the same, including the benefit of any judgment or order to pay a sum of money, and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to the same;

Declared Default: an Event of Default which has resulted in the Lender exercising any of its rights under clause 26.16 (*Acceleration*) of the Facility Agreement;

Facility Agreement: the agreement dated on or around the date of this deed and made between, amongst others, the Lender and the Chargors relating to a loan facility;

File: in respect of a Receivable, all information, comments, documents and any correspondence from or to a Customer, including the Related Receivables Agreement;

Floating Charge Assets: all the assets for the time being subject to the floating charge created by this deed (and references to the Floating Charge Assets include references to any part of it);

Goodwill: all goodwill now or at any time hereafter (and from time to time) of or in any Chargor;

Insurance Policies: all contracts and policies of insurance or assurance and all moneys payable under or pursuant to such policies, now or at any time hereafter (and from time to time) taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest but excluding any insurance policies which relate to liabilities to third parties;

Intellectual Property: all interests in respect of any patent (including supplementary protection certificates), trade mark, service mark, trade name, registered design, design right, copyright, know-how, utility model, topographical or similar right, moral right, invention, confidential information, trade secret, database right, right in passing off and any other right in intellectual property subsisting anywhere in the world in any of the foregoing whether registered or unregistered and in each case, any registrations, extensions, renewals or applications of or for the same, now or at any time hereafter (and from time to time) owned or held by the Chargor or (to the extent of its interest) in which the Chargor has an interest;

LPA: the Law of Property Act 1925;

Material Intellectual Property: in relation to any Chargor, any Intellectual Property that is material to the business or operations of that Chargor or to the business and operations of the Group as a whole;

Material Properties: all Properties which are material to the business or operations of any Chargor or to the business and operations of the Group as a whole;

Properties: all estates or interests in any freehold and leasehold properties (whether registered or unregistered) and all commonhold or other immoveable properties now or at any time hereafter (and from time to time) owned by any Chargor but excluding in each case Short Leasehold Properties;

Property Interests: all interests in or over the Properties and all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties, in each case, now or at any time hereafter (and from time to time) owned or held by any Chargor;

Receiver: a person appointed by the Lender to be a receiver or receiver and manager or (if permitted by law) an administrative receiver of all or any part of the Charged Assets of any Chargor;

Related Rights: in relation to each Receivable disposed of in accordance with clause 3.3 (*Automatic Release*), the ancillary rights associated with that Receivable, other than ownership of the related leased assets and shall include the following as the context requires:

- (a) the right to demand, sue for, recover, receive and give receipts for all amounts due (whether or not from the relevant Customer) under, relating to or in connection with the Related Receivables Agreement;
- (b) the benefit of all covenants and undertakings from the relevant Customer and from any guarantor under, relating to or in connection with the Related Receivables Agreement;
- (c) the benefit of all causes of action against the relevant Customer and any guarantor under, relating to or in connection with the Related Receivables Agreement;
- (d) the right to receive the sale proceeds of any asset leased pursuant to the Related Receivables Agreement;
- (e) the benefit of the applicable Obligor in any equipment insurance policy for the asset to which such Receivable is related and any proceeds thereunder paid to the applicable Obligor; and
- (f) the benefit of any other rights, title, interests, powers or benefits of the applicable Obligor in relation to the Related Receivables Agreement (other than title to the leased assets) including any claims against any third party in respect of the leased assets;

Restrictions Notice: a “restrictions notice” as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006;

Retained Receivables: all Receivables that are from time to time owned legally and beneficially by an Obligor, and are not subject to the rights of any person under a Group Financing or under the Receivables Facility Agreements;

Secured Liabilities: all present and future liabilities and obligations at any time due, owing or incurred by each Obligor to the Lender under or in connection with the Finance Documents, both actual and contingent and whether incurred solely or jointly, as principal or surety and/or in any other capacity;

Securities: all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) now or at any time hereafter (and from time to time) owned by any Chargor, or in which any Chargor has an interest, together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds, investments, rights, income, money or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereof;

Securities Issuer: the issuer of any Securities;

Security Period: the period starting on the date of this deed and ending on the date on which the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full;

Short Leasehold Properties: all leasehold properties for a term of less than 15 years unexpired at the date of acquisition of the lease (whether registered or unregistered) owned by any Chargor, save where the continuing occupation of the relevant land or, as the case may be, property is required in order to carry on the business and operations of that Chargor;

Trading Account:

- (a) the Borrower Funding Account;

- (b) the Originator Account;
- (c) any other account detailed in schedule 2 (*Trading Accounts*); or
- (d) any other account which the Lender and any Chargor have so designated;

Uncalled Capital: all the uncalled capital now or at any time hereafter (and from time to time) of any Chargor; and

Warning Notice: a "warning notice" as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006.

1.2 Construction

1.2.1 Unless otherwise provided in this deed, the provisions of clause 1.2 (*Construction*) of the Facility Agreement apply to this deed as though they were set in full in this deed, mutatis mutandis.

1.2.2 In this deed (unless the context requires otherwise) any reference to:

1.2.2.1 any Chargor, the Lender, any Securities Issuer, any Administrator or Receiver or any other person shall be construed so as to include their successors in title, permitted assigns, permitted transferees and (in the case of any Administrator or Receiver) lawful substitutes and/or replacements;

1.2.2.2 a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended (however fundamentally, including any amendment providing for any increase in the amount of any facility or other liability) from time to time with the agreement of the relevant parties and (where such consent is, by the terms of any Finance Document or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior consent of the Lender;

1.2.2.3 "assets" includes present and future properties, revenues and rights of every description;

1.2.2.4 the Security constituted by this deed becoming "enforceable" shall mean that the Security created under this deed has become enforceable under clause 13.1 (*Enforcement events*);

1.2.2.5 "owned" includes having legal or equitable title to or a right to have legal or equitable title transferred;

1.2.2.6 "law" includes the common law, any statute, bye-law, regulation or instrument and any kind of subordinate legislation, and any order, requirement, code of practice, circular, guidance note, licence, consent or permission made or given pursuant to any of the foregoing (whether or not having the force of law but if not having the force of law, being of a type which any person to which it applies is accustomed to comply);

1.2.2.7 a provision of law is a reference to that provision as amended or re-enacted from time to time;

1.2.2.8 a time of day is a reference to London time;

1.2.2.9 any gender includes a reference to the other genders;

1.2.2.10 the singular includes a reference to the plural and vice versa; and

1.2.2.11 a clause or schedule is to a clause or schedule (as the case may be) of or to this deed.

1.2.3 Clause and schedule headings are for ease of reference only.

1.3 Inconsistency between this deed and the Subordination Deed

This deed is subject to the Subordination Deed. In the event of any inconsistency between this deed and the Subordination Deed, the Subordination Deed shall prevail.

1.4 Conflicts with Facility Agreement

1.4.1 There may exist, as between the terms of the Facility Agreement and the terms of this deed, certain conflicts and inconsistencies and certain provisions and/or obligations which extend beyond the equivalent provisions and/or obligations set out in the Facility Agreement.

1.4.2 For so long as there are any amounts outstanding under the Facility Agreement, to the extent that there is a conflict or inconsistency between the provisions of this deed and the provisions of the Facility Agreement, the provisions of the Facility Agreement shall prevail and, where such conflict exists, compliance by the Chargors with the terms of the Facility Agreement shall be deemed to be compliance with the conflicting or inconsistent terms of this deed.

1.4.3 If any act or omission permitted pursuant to the Facility Agreement constitutes a breach of any provision of this deed, the Facility Agreement shall prevail, and the Lender shall be deemed to have consented to such act or omission for the purposes of this deed.

1.4.4 If compliance with any provision of the Facility Agreement would constitute a breach of the terms of this deed, the Lender shall be deemed to have waived such breach.

1.5 Nature of security over real property

A reference in this deed to any freehold, leasehold or commonhold property includes:

1.5.1 all buildings and fixtures (including trade and tenant's fixtures) which are at any time situated on that property;

1.5.2 the proceeds of sale of any part of that property; and

1.5.3 the benefit of any covenants for title given or entered into by any predecessor in title of any Chargor in respect of that property or any monies paid or payable in respect of those covenants.

1.6 Secured Liabilities

References in this deed to the Secured Liabilities shall be construed in relation to the Finance Documents so as to include (i) any increase or reduction in any amount made available thereunder and/or any alteration and/or addition to the purposes for which any such amount, or increased or reduced amount, may be used, (ii) any ancillary facilities provided in substitution for or in addition to the facilities originally made available thereunder, (iii) any rescheduling of the indebtedness incurred thereunder whether in isolation or in connection with any of the foregoing and (iv) any combination of any of the foregoing.

2 Covenant to pay; Further advances

2.1 Covenant to pay

Each Chargor hereby covenants with the Lender that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Lender when the same become due in accordance with the terms of the Finance Documents, whether by acceleration or otherwise, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses which may be incurred by the Lender in relation to any such Secured Liabilities or generally in respect of the Obligors, in each case in accordance with the Finance Documents.

2.2 Potential invalidity

Neither the covenant to pay in clause 2.1 (*Covenant to pay*) nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law.

2.3 Further advances

This deed secures further advances made under or pursuant to the terms of the Finance Documents and the Lender is, subject to and upon the terms and conditions of the Finance Documents, under an obligation to make further advances.

3 Grant of security

3.1 Fixed security

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee hereby:

3.1.1 charges to the Lender, by way of first fixed charge, all its:

3.1.1.1 Properties;

3.1.1.2 Property Interests;

3.1.1.3 Securities;

3.1.1.4 Material Intellectual Property;

3.1.1.5 Debts;

3.1.1.6 Accounts;

3.1.1.7 Goodwill;

3.1.1.8 Uncalled Capital;

3.1.1.9 interests in the Retained Receivables, including (without limitation):

(i) that Chargor's right to demand, sue, recover, receive and give receipts for all principal payable or to become payable in respect of the Retained Receivables or the unpaid part thereof and the interest and fees thereon and any rights or remedies of that Chargor against the relevant Customer; and

(ii) the benefit of the Files, the right to sue on all covenants given by the Customer in each Receivables Agreement, the right to exercise all that Chargor's powers in relation to each Receivables Agreement or otherwise in

connection with the Retained Receivables and any rights of that Chargor against the Customer; and

3.1.1.10 right, title and interest in and to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to clauses 3.1.1-3.1.3 inclusive;

3.1.2 assigns to the Lender absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies; and

3.1.3 assigns to the Lender absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements.

3.2 Floating security

3.2.1 Floating charge

As a continuing security for the payment or discharge of the Secured Liabilities, each Chargor with full title guarantee hereby charges to the Lender, by way of first floating charge, (a) all of its undertaking and assets at any time not effectively mortgaged, charged or assigned pursuant to clauses 3.1.1-3.1.3 (*Fixed security*) inclusive and (b) all its assets situated in Scotland.

3.2.2 Qualifying floating charge

Sched B1 para 14 Insolvency Act 1986 (as inserted by s.248 of, and Sched 16 Enterprise Act 2002) applies to the floating charge created by this deed.

3.2.3 Automatic conversion of floating charge

Notwithstanding anything express or implied in this deed, and without prejudice to any law which may have similar effect, if:

3.2.3.1 a Declared Default has occurred;

3.2.3.2 any Chargor creates or attempts to create any Security (other than as permitted under the Facility Agreement and subject to any applicable grace period contained therein) or any trust in favour of another person over any Floating Charge Asset; or

3.2.3.3 any Chargor disposes or attempts to dispose of any Floating Charge Asset other than as permitted under the Facility Agreement or in the ordinary course of its trading; or

3.2.3.4 an Insolvency Event has occurred and is continuing,

the floating charge created by this deed will automatically and immediately (without notice) be converted into a fixed charge over all the Floating Charge Assets or, in the case of clauses 3.2.3.2 and 3.2.3.3, over the relevant Floating Charge Asset.

3.2.4 Conversion of floating charge by notice

Notwithstanding anything express or implied in this deed, if:

3.2.4.1 an Event of Default has occurred which is continuing; or

3.2.4.2 the Lender considers (in its sole discretion) that any Floating Charge Assets are in jeopardy,

the Lender may at any time thereafter, by notice to a Chargor, convert the floating charge created by this deed with immediate effect into a fixed charge over all or any of the Floating Charge Assets of the relevant Chargor specified in such notice (but without prejudice to the Lender's rights to serve a notice in respect of any other Floating Charge Assets and any other rights of the Lender whatsoever).

3.2.5 Assets acquired after any floating charge conversion

Any asset acquired by any Chargor after any conversion of the floating charge created under this deed, in accordance with clauses 3.2.3 (*Automatic conversion of floating charge*) or 3.2.4 (*Conversion of floating charge by notice*) which but for such conversion would be subject to a floating charge shall, (unless the Lender confirms in writing to the contrary) be charged to the Lender by way of first fixed charge.

3.2.6 Reconversion of fixed charge assets into floating charge assets

The Lender may at any time after any conversion of the floating charge created under this deed over any Charged Assets into a fixed charge in accordance with clauses 3.2.3 (*Automatic Conversion of floating charge*) or 3.2.4 (*Conversion of floating charge by notice*) reconvert such fixed charge into a floating charge by notice to the relevant Chargor.

3.2.7 Moratorium

Unless s.A52(4) Insolvency Act 1986 allows, the floating charge created by this deed may not be converted into a fixed charge solely by reason of:

3.2.7.1 the obtaining of a moratorium; or

3.2.7.2 anything done with a view to obtaining a moratorium (including any preliminary decision or investigation),

under Part A1 Insolvency Act 1986.

3.3 Automatic release

Any fixed or floating charges, or assignments, created pursuant to clauses 3.1 and 3.2 above will be automatically released in respect of any Receivables (including, for the avoidance of doubt, the Related Rights) which are to be sold, leased, transferred, or are to be the subject of any other disposal where such sale, lease, transfer or disposal is to occur in accordance with any of:

3.3.1 the BBB Transaction Documents;

3.3.2 the Citi Transaction Documents;

3.3.3 the Block Discounting Agreements;

3.3.4 the Samsung Agreement;

3.3.5 the Receivables Facility Agreements; or

3.3.6 any other financing arrangement approved in writing by the Lender;

and in each such case, the Lender will promptly at the request and cost of the applicable Obligor execute and deliver such releases and reassignments as may be reasonably required by that Obligor.

3.4 Title documents

Each Chargor shall within five Business Days of the date of this deed (or, if later, the date of acquisition of the relevant Charged Assets or the relevant request from the Lender deposit

with the Lender (and the Lender shall during the continuance of this security be entitled to hold:

- 3.4.1 all deeds and documents of title relating to the Charged Assets as the Lender may from time to time require; and
- 3.4.2 all certificates relating to the Securities and such instruments of transfer in blank and other documents as the Lender may from time to time require.

3.5 Security notices

Each Chargor shall within five Business Days of the date of this deed or, in the case of any Insurance Policy taken out, any Assigned Agreement entered into (or designated as such in accordance with this deed) or any Account opened, in each case by any Chargor after the date of this deed, within five Business Days of the date (as applicable) on which such Insurance Policy is taken out, such Assigned Agreement is entered into (or designated as such) or such Account is opened:

- 3.5.1 give notice substantially in the form set out in part 1 of schedule 3 (*Form of notice to insurers*) to the relevant insurers of the assignment pursuant to clause 3.1.2 (*Fixed security*) of its rights and interest in and under the Insurance Policies and use its reasonable endeavours to procure that each addressee of such notice will promptly provide an acknowledgement to the Lender in the form set out in part 2 of schedule 3 (*Form of acknowledgement from insurers*);
- 3.5.2 give notice substantially in the form set out in part 1 of schedule 4 (*Form of notice to counterparties of Assigned Agreements*) to the other parties to the Assigned Agreements to which it is a party of the assignment pursuant to clause 3.1.3 (*Fixed security*) of its rights and interest in and under the Assigned Agreements and use its reasonable endeavours to procure that each addressee of such notice will promptly provide an acknowledgement to the Lender in the form set out in part 2 of schedule 4 (*Form of acknowledgement from counterparties to Assigned Agreements*); and
- 3.5.3 give notice substantially in the form set out in part 1 of schedule 5 (*Form of notice of charge to third party bank*) to the banks, financial institutions and other persons of its charging to the Lender pursuant to clause 3.1.1.6 (*Fixed security*) of its rights and interests under such accounts and use its reasonable endeavours to procure that each addressee of such notice will promptly provide an acknowledgement to the Lender in the form set out in part 2 of schedule 5 (*Form of acknowledgement from third party bank*).

3.6 Leasehold security restrictions

- 3.6.1 There shall be excluded from the Security created by this deed any leasehold property held by a Chargor under a lease which precludes either absolutely or conditionally (including requiring the consent of any third party) the relevant Chargor from creating any charge over its leasehold interest in that property (each an "**Excluded Property**") until the relevant condition or waiver has been satisfied or obtained.
- 3.6.2 For each Excluded Property, each relevant Chargor undertakes to:
 - 3.6.2.1 apply for the relevant consent or waiver of prohibition or conditions within five Business Days of the date of this deed or, if later, within five Business Days of the relevant Chargor acquiring the Excluded Property and to use its reasonable endeavours to obtain that consent or waiver of prohibition or conditions as soon as possible;
 - 3.6.2.2 upon request, keep the Lender informed of its progress in obtaining such consent or waiver; and

3.6.2.3 forthwith upon receipt of such consent or waiver, provide the Lender with a copy.

3.6.3 Immediately upon receipt of any consent or waiver referred to in clause 3.6.2, the relevant formerly Excluded Property shall stand charged to the Lender under clause 3.1.1.1 or clause 3.1.1.2 (*Fixed security*) as the case may be. If required by the Lender at any time following receipt of that waiver or consent, the relevant Chargor will execute a further valid fixed charge in such form as the Lender shall require.

4 **Restrictions on dealing**

4.1 **Negative pledge and restriction on disposal**

4.1.1 Each Chargor hereby covenants with the Lender that it will not at any time except in accordance with the terms of the Facility Agreement or with the prior consent of the Lender:

4.1.1.1 create or purport to create or permit to subsist any Security on or in relation to the Charged Assets; or

4.1.1.2 enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, surrender or otherwise dispose of or cease to exercise control of all, or part of, any interest in any Charged Assets.

4.1.2 The restriction on disposal contained at clause 4.1.1.2 above does not apply to any sale, lease, transfer or other disposal which is expressly permitted under the Finance Documents.

4.2 **Land Registry restriction**

4.2.1 In respect of any Property registered at the Land Registry and charged by way of legal mortgage pursuant to clause 7.11.2 (*Property acquisitions*), each Chargor hereby consents to the entry of the following restriction on the register of its title to such Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Quilam Special Opportunities 2 Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer".

4.2.2 Each Chargor authorises the Lender to make any application which it deems appropriate for the designation of this deed or any other Finance Document as an exempt information document under rule 136 Land Registration Rules 2003 and will use its best endeavours to assist with any such application made by or on behalf of the Lender. Each Chargor will notify the Lender in writing as soon as it receives notice of any person's application under rule 137 Land Registration Rules 2003 for the disclosure of this deed or any other Finance Document, following its designation as an exempt information document and will not make any application under rule 138 Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document.

5 **Debts and Accounts**

5.1 **Preservation of debts**

Each Chargor shall not, except in accordance with the terms of the Facility Agreement, sell, factor, discount, release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Debts save as hereinafter expressly provided.

5.2 Realising debts

Each Chargor shall:

- 5.2.1 as agent for the Lender, collect in and realise all Debts in the ordinary course of its business, pay the proceeds into the relevant Account forthwith upon receipt and, pending that payment, hold those proceeds in trust for the Lender (in each case unless otherwise agreed with the Lender or provided for in the Facility Agreement); and
- 5.2.2 If called upon so to do by the Lender, execute a legal assignment of the Debts to the Lender in such terms as the Lender may require and, following the occurrence of a Declared Default, give notice thereof to the debtors from whom the Debts are due, owing or incurred in such terms as the Lender may require.

5.3 Accounts

Any cash pooling, netting or similar arrangements entered into or to be entered into by one or more Chargors in respect of their Trading Accounts must be on terms which are permitted under the Facility Agreement or are otherwise approved by the Lender.

5.4 Withdrawals

After the security constituted by this deed has become enforceable, each Chargor shall comply with any notice served by the Lender on that Chargor prohibiting it from withdrawing all or any monies from time to time standing to the credit of any of its Accounts except with the prior consent of the Lender.

6 Insurance

Each Chargor hereby covenants with the Lender that it will insure its assets and business in accordance with the requirements of the Facility Agreement.

7 Material Properties

Each Chargor hereby covenants with the Lender that it will:

7.1 Maintenance

keep all buildings on each Material Property and all fixtures belonging to it thereon and therein in good and substantial repair and condition;

7.2 Preservation of property and fixtures

not without the prior consent of the Lender:

- 7.2.1 pull down or remove the whole or any part of any buildings forming part of any Material Property;
- 7.2.2 make any material alterations to any Material Property; or
- 7.2.3 sever or unfix or remove any of the fixtures thereto (except for the purpose of effecting necessary repairs thereto);

7.3 Information

- 7.3.1 within five Business Days after becoming aware thereof give full particulars to the Lender of any material notice, order, direction, designation, resolution or proposal having specific application to any Material Property or to the locality in which it is situated given or made by any planning authority or other public body or authority whatsoever; and
- 7.3.2 if required by the Lender, forthwith and at the cost of that Chargor take all steps to comply with any such notice, order, direction, designation or resolution

and make or join with the Lender in making such objections or representations in respect of any such proposal as the Lender may desire;

7.4 Compliance with obligations

- 7.4.1 observe and perform all covenants, stipulations and conditions to which each Material Property or the user thereof is now or may hereafter be subjected;
- 7.4.2 perform and observe all covenants and conditions on its part contained in any lease, agreement for lease, licence or other agreement under which any Material Property or part of any Material Property is held; and
- 7.4.3 promptly pay all taxes, fees, duties, rates, charges and other outgoings in respect of the Material Properties;

7.5 Maintenance of interests in Properties

not without the prior consent of the Lender or unless permitted in the Facility Agreement:

- 7.5.1 grant or agree to grant any licence or tenancy affecting any Property or part of a Material Property;
- 7.5.2 exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by ss.99 or 100 LPA; or
- 7.5.3 in any other way dispose or agree to dispose of or surrender or create any legal or equitable estate or interest in any Material Property or any part thereof;

7.6 Registration restrictions

procure that no person shall be registered under the Land Registration Act 2002 as proprietor of any Material Property or any part thereof without the prior consent of the Lender;

7.7 Development restrictions

not without the prior consent of the Lender carry out or permit or suffer to be carried out on any Material Property any development as defined in the Town and Country Planning Act 1990 or change or permit or suffer to be changed the user of any Property;

7.8 No restrictive obligations

not without the prior consent of the Lender enter into any onerous or restrictive obligations affecting any Material Property or any part thereof or create or permit to arise any overriding interest or easement or right whatever in or over any Material Property or any part thereof;

7.9 Proprietary rights

procure that no person shall become entitled to assert any proprietary or other like right or interest over any Material Property or any part thereof without the prior consent of the Lender;

7.10 Inspection

permit the Lender, any Administrator and any Receiver (as each of those terms is defined in clause 14.1 (*Appointment of Administrator or Receiver*)) and any person appointed by any of them to enter upon and inspect any Material Property upon reasonable prior notice; and

7.11 Property acquisitions

if it acquires any Material Property:

- 7.11.1 inform the Lender promptly of such acquisition;

- 7.11.2 immediately on request by the Lender and at the cost of that Chargor, execute and deliver to the Lender a legal mortgage in favour of the Lender over that Material Property in such form as the Lender may reasonably require (or such other Security in the jurisdiction where such property is located as the Lender may require); and
- 7.11.3 comply with all registration requirements resulting from the acquisition of such Material Property and the creation of Security over such Material Property pursuant to this deed and the legal mortgage (or other Security) referred to above.

8 Intellectual Property

Each Chargor hereby covenants with the Lender as follows:

8.1 Preservation of rights

to take all action to safeguard and maintain its present and future rights in or relating to the Intellectual Property necessary for the business of the relevant Chargor and, if requested to do so by the Lender, to sign or procure the signature of, and comply with all instructions of the Lender in respect of, any document required to make entries in any public register of Intellectual Property which either record the existence of this deed or the restrictions on disposal imposed by this deed; and

8.2 Consents

promptly to obtain any consent required for the creation of a fixed charge over any Material Intellectual Property.

9 Securities

9.1 Registration of Securities

The Lender may, following the occurrence of a Declared Default, cause any or all of the Securities to be registered in the name of the Lender or its nominee. Each Chargor agrees promptly to execute and deliver to the Lender all such transfers and other documents and do all such things as may be necessary or desirable to achieve such registration.

9.2 Additional registration obligations

Each Chargor hereby:

- 9.2.1 grants and agrees to procure as necessary, all consents, waivers, approvals and permissions which are necessary, under the articles of association of any Securities Issuer or otherwise, for the transfer of the Securities to the Lender or its nominee or to a purchaser upon enforcement of this deed; and
- 9.2.2 agrees to procure the amendment of the share transfer provisions of each Securities Issuer's articles of association in such manner as the Lender may require in order to permit such a transfer.

9.3 Dividends and voting rights prior to enforcement

Until the security constituted by this deed becomes enforceable:

- 9.3.1 all cash dividends or other cash distributions paid or payable in respect of the Securities may be paid directly to the relevant Chargor which shall be permitted to apply such dividends or distributions as it deems fit to the extent permitted by the Facility Agreement and the Subordination Deed;
- 9.3.2 any cash dividends or other cash distributions paid in respect of any of the Securities and received by the Lender or its nominee shall, on request by the relevant Chargor, be released and paid to such Chargor;

- 9.3.3 the relevant Chargor may exercise all voting and other rights and powers attaching to the Securities and exercisable by the relevant Chargor provided that the exercise of such voting and other rights and powers would not prejudice the Lender's security under this deed or prejudice the value of the Securities or contravene any Finance Document; and
- 9.3.4 the Lender will (to the extent that it has or will acquire any such rights or powers) exercise all voting and other rights and powers attaching to the Securities and exercisable by the Lender or its nominee as the relevant Chargor may from time to time direct provided that acting in accordance with such directions would not prejudice the Lender's security under this deed or prejudice the value of the Securities or contravene any Finance Document.

9.4 Dividends and voting rights post enforcement

After the security constituted by this deed has become enforceable:

- 9.4.1 all dividends and other distributions paid in respect of the Securities and received by the relevant Chargor shall be held on trust for the Lender and forthwith paid into an Account specified by the Lender or, if received by Lender or its nominee, shall be retained by the Lender; and
- 9.4.2 (subject to service of notice on the relevant Chargor of the intention to do so for the purpose of preserving or realising the value of the relevant Securities) the Lender may exercise or direct the exercise (or refrain from exercising or directing the exercise) of all voting and other rights and powers attaching to the Securities as the Lender may in its absolute discretion think fit and each Chargor shall, and shall procure that its nominees shall, comply with any such directions from the Lender concerning the exercise of such rights and powers.

9.5 Warning Notice or Restrictions Notice

- 9.5.1 Each Chargor represents and warrants to the Lender that no Warning Notice or Restrictions Notice has been issued to it in respect of all or any part of the Securities and remains in effect.
- 9.5.2 Each Chargor shall comply with any notice served on it in respect of all or any part of the Securities pursuant to part 21A of the Companies Act 2006 within the timeframe specified in that notice and shall deliver a copy of any such notice to the Lender promptly upon receipt.

9.6 Additional undertakings

Each Chargor further undertakes to the Lender that it shall:

- 9.6.1 duly and promptly pay all calls, instalments and other moneys which may be payable from time to time in respect of the Securities, it being acknowledged by the Chargors that the Lender shall be under no liability whatsoever in respect of any such calls, instalments or other moneys;
- 9.6.2 not without the Lender's prior consent or unless permitted under the Facility Agreement amend, or agree to the amendment of, the memorandum or articles of association of any Securities Issuer or the rights or liabilities attaching to any of the Securities;
- 9.6.3 ensure (insofar as it is able by the exercise of all voting rights, powers of control and other means available to it to do so) that no Securities Issuer will:
- 9.6.3.1 consolidate or sub-divide any of its Securities or reduce or re-organise its share capital in any way (other than as permitted under the Facility Agreement);
- 9.6.3.2 issue any new shares or stock (other than as permitted under the Facility Agreement); or

9.6.3.3 refuse to register any transfer of any of its Securities which may be lodged for registration by or on behalf of the Lender or the Chargor in accordance with this deed; and

9.6.4 promptly give notice of this deed to any custodian of any Securities in any form which the Lender may reasonably require and use its reasonable endeavours to ensure that the custodian acknowledges that notice in any form which the Lender may reasonably require.

10 **Uncalled Capital**

Each Chargor further covenants with the Lender that it will not call up, or receive in advance of calls, any Uncalled Capital and it will apply all proceeds of any Uncalled Capital, immediately on receipt, towards the discharge of the Secured Liabilities.

11 **Representations and warranties**

11.1 **Representations and warranties**

Each Chargor represents and warrants to the Lender, on the date of this deed as follows:

11.1.1 it has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Assets or any interest in them;

11.1.2 there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever which materially and adversely affect the Charged Assets;

11.1.3 no facility necessary for the enjoyment and use of the Charged Assets is subject to terms entitling any person to terminate or curtail its use; and

11.1.4 there is no prohibition on assignment in any Insurance Policy or any Assigned Agreement (or guarantee or security for the performance thereof), and its entry into this deed will not constitute a breach of any Insurance Policy or any Assigned Agreement (or guarantee or security for the performance thereof).

11.2 **Repetition**

The representations and warranties set out in clause 11.1 (*Representations and warranties*) will be deemed to be repeated by each Chargor on each day the Repeating Representations are deemed to be repeated by reference to the facts and circumstances then existing.

11.3 **Notice of breach**

Each Chargor will promptly upon becoming aware of the same give the Lender notice in writing of any breach of any representation or warranty set out in clause 11.1 (*Representations and warranties*).

12 **Power to remedy**

12.1 If a Chargor is at any time in breach of any of its obligations contained in this deed, the Lender shall be entitled (but shall not be bound) to remedy such breach and each Chargor hereby irrevocably authorises the Lender and its agents to do all things necessary or desirable in connection therewith.

12.2 The rights of the Lender contained in this clause 12 are without prejudice to any other rights of the Lender hereunder and the exercise by the Lender of its rights under this clause shall not make the Lender liable to account as a mortgagee in possession.

13 Enforcement

13.1 Enforcement events

The security constituted by this deed shall become immediately enforceable if a Declared Default occurs.

13.2 Statutory power of sale

The statutory power of sale shall arise on and be exercisable at any time after the execution of this deed (and the Secured Liabilities shall be deemed to have become due and payable for that purpose), provided that the Lender shall not exercise such power of sale until the security constituted by this deed has become enforceable.

13.3 Extension of statutory powers

13.3.1 Any restriction imposed by law on the power of sale (including under s.103 LPA) or on the right of a mortgagee to consolidate mortgages (including under s.93 LPA) does not apply to the security constituted by this deed and the Lender or any Receiver shall have the right to consolidate all or any of the security constituted by this deed with any other Security in existence at any time and to make any applications to the Land Registry in support of the same.

13.3.2 Any powers of leasing conferred on the Lender or any Receiver by law are extended so as to authorise the Lender or any Receiver to lease, make agreements for leases, accept surrenders of leases and grant options as the Lender or Receiver may think fit and without the need to comply with any restrictions conferred by law (including under ss.99 or 100 LPA).

13.4 No obligation to enquire

No person dealing with the Lender, any Administrator or any Receiver appointed hereunder, or its agents or brokers, shall be concerned to enquire:

13.4.1 whether the security constituted by this deed has become enforceable;

13.4.2 whether any power exercised or purported to be exercised has become exercisable;

13.4.3 whether any money remains due under the Finance Documents;

13.4.4 as to the necessity or expediency of the stipulations and conditions subject to which any sale of any Charged Assets shall be made, or otherwise as to the propriety or regularity of any sale of any of the Charged Assets; or

13.4.5 how any money paid to the Lender, Administrator or Receiver, or its agents or brokers is to be applied.

13.5 No liability as mortgagee in possession

None of the Lender, any Administrator or any Receiver shall be liable:

13.5.1 to account as mortgagee in possession in respect of all or any of the Charged Assets; or

13.5.2 for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with, all or any of the Charged Assets for which a mortgagee in possession might as such be liable.

13.6 Power to dispose of chattels

After the security constituted by this deed has become enforceable, the Lender, any Administrator or any Receiver may dispose of any chattels or produce found on any Property as agent for the relevant Chargor and, without prejudice to any obligation to

account for the proceeds of any sale of such chattels or produce the Lender, the Administrator or the Receiver shall be indemnified by such Chargor against any liability arising from such disposal.

13.7 Redemption of prior Security

At any time after the security constituted by this deed shall have become enforceable the Lender may:

- 13.7.1 redeem any prior Security;
- 13.7.2 procure the transfer thereof to itself; and/or
- 13.7.3 settle and pass the accounts of the prior encumbrancer and any account so settled and passed shall be conclusive and binding on the relevant Chargor and all monies paid by the Lender to the prior encumbrancer in accordance with such accounts shall as from such payment be due from such Chargor to the Lender on current account and shall bear interest and be secured as part of the Secured Liabilities.

14 Administrator and Receiver

14.1 Appointment of Administrator or Receiver

At:

- 14.1.1 any time after the security constituted by this deed becomes enforceable;
- 14.1.2 any time after any corporate action or any other steps are taken or legal proceedings started by or in respect of any Chargor with a view to the appointment of an Administrator; or
- 14.1.3 the request of the relevant Chargor,

the Lender may without further notice, under seal or by writing under hand of a duly authorised officer of the Lender:

- 14.1.4 appoint any person or persons to be an Administrator of any Chargor; or
- 14.1.5 appoint any person or persons to be a Receiver of all or any part of the Charged Assets of any Chargor; and
- 14.1.6 (subject to s.45 Insolvency Act 1986) from time to time remove any person appointed to be a Receiver and appoint another in their place.

14.2 Moratorium

Unless s.A52(4) Insolvency Act 1986 allows, the Lender is not entitled to appoint a Receiver solely by reason of:

- 14.2.1 the obtaining of a moratorium; or
- 14.2.2 anything done with a view to obtaining a moratorium (including any preliminary decision or investigation),

under Part A1 Insolvency Act 1986.

14.3 More than one appointment

Where more than one person is appointed Administrator or Receiver, they will have power to act separately (unless the appointment by the Lender specifies to the contrary).

14.4 Additional powers

- 14.4.1 The powers of appointing an Administrator or a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986 and the LPA or otherwise and shall be exercisable without the restrictions contained in s.109 LPA or otherwise.
- 14.4.2 The power to appoint an Administrator or a Receiver (whether conferred by this deed or by statute) shall be and remain exercisable by the Lender notwithstanding any prior appointment in respect of all or any part of the Charged Assets.

14.5 Agent of the relevant Chargor

- 14.5.1 Any Administrator or Receiver shall be the agent of the relevant Chargor and the relevant Chargor shall be solely responsible for their acts and remuneration as well as for any defaults committed by them.
- 14.5.2 The Lender will not incur any liability (either to the Chargor or to any other person) by reason of the appointment of an Administrator or Receiver.

14.6 Powers of Administrator and Receiver

A Receiver shall have (and shall be entitled to exercise), in relation to the Charged Assets over which they are appointed, and an Administrator shall have in addition to the powers they enjoy under Sched B1 Insolvency Act 1986, the following powers (as the same may be varied or extended by the provisions of this deed):

- 14.6.1 (in respect of a Receiver) all of the powers of an administrative receiver set out in Sched 1 Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- 14.6.2 all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;
- 14.6.3 all of the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which any relevant Chargor itself could do or omit to do; and
- 14.6.4 the power to do all things which, in the opinion of the Administrator or Receiver (as appropriate) are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Administrator or Receiver pursuant to this deed or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, any relevant Chargor; the collection and/or realisation of Charged Assets in such manner and on such terms as the Administrator or Receiver sees fit; and the execution of documents in the name of the relevant Chargor (whether under hand, or by way of deed or by utilisation of the company seal of such Chargor)).

15 Amounts received

15.1 Application of proceeds

Any Receiver shall apply all monies received by them (other than insurance monies):

- 15.1.1 first in paying all rents, taxes, duties, rates and outgoings affecting any Charged Assets;
- 15.1.2 secondly in paying all costs, charges and expenses of and incidental to their appointment and the exercise of their powers and all outgoings paid by them;
- 15.1.3 thirdly in paying their remuneration (as agreed between them and the Lender);

15.1.4 fourthly in or towards discharge of the Secured Liabilities in such order and manner as provided for in the Finance Documents; and

15.1.5 finally in paying any surplus to the Chargors or any other person entitled to it.

15.2 Section 109(8) Law of Property Act 1925

Neither the Lender nor any Receiver or Administrator shall be bound (whether by virtue of s.109(8) LPA, which is hereby varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities.

15.3 Currencies of denomination

For the purpose of or pending the discharge of any of the Secured Liabilities the Lender may convert any monies received, recovered or realised by the Lender under this deed from their existing denominations and/or currencies of denomination into such other denominations and/or currencies of denomination as the Lender may think fit and any such conversion shall be effected at the Lender's then prevailing spot selling rate of exchange.

15.4 Suspense account

All monies received recovered or realised by the Lender under this deed may at the discretion of the Lender be credited to any interest bearing suspense or impersonal account and may be held in such account for so long as the Lender thinks fit pending the application from time to time (as the Lender shall be entitled to do as it may think fit) of such monies and accrued interest thereon (if any) in or towards the discharge of any of the Secured Liabilities.

15.5 New accounts

If the Lender receives notice of any subsequent charge or other interest affecting all or part of the Charged Assets, the Lender may open a new account or accounts for the relevant Chargor in its books and (without prejudice to the Lender's right to combine accounts) no money paid to the credit of such Chargor in any such new account will be appropriated towards or have the effect of discharging any part of the Secured Liabilities. If the Lender does not open a new account or accounts immediately on receipt of such notice then unless the Lender gives express notice to the contrary to the relevant Chargor as from the time of receipt of such notice by the Lender all payments made by such Chargor to the Lender in the absence of any express appropriation by such Chargor to the contrary shall be treated as having been credited to a new account of such Chargor and not as having been applied in reduction of the Secured Liabilities.

15.6 Lender set-off rights

If the Lender shall have more than one account for any Chargor in its books the Lender may at any time after the security constituted by this deed has become enforceable or the Lender has received notice of any subsequent charge or other interest affecting all or any part of the Charged Assets and without prior notice forthwith transfer all or any part of the balance standing to the credit of any such account to any other such account which may be in debit but the Lender shall notify the relevant Chargor of the transfer having been made.

16 Power of attorney and delegation

16.1 Power of attorney

Each Chargor hereby by way of security irrevocably appoints the Lender and (jointly and severally) each and every Administrator or Receiver of this deed to be the attorney of such Chargor and in its name and on its behalf and as its act and deed or otherwise and at any time while an Event of Default is continuing to sign, execute, seal, deliver, complete any blanks in and otherwise perfect any deed, transfer, assurance, agreement, instrument, notice or act which such Administrator or Receiver or the Lender may consider expedient in the exercise of any of their or its powers or in respect of such Chargor's obligations under

this deed. The power of attorney hereby granted is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971.

16.2 Ratification

Each Chargor ratifies and confirms and agrees to ratify and confirm:

16.2.1 all transactions entered into by the Lender and/or any Administrator or Receiver in the proper exercise of its or their powers in accordance with this deed; and

16.2.2 all transactions entered into by the Lender and/or any Administrator or Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, document or other act.

16.3 The Lender and any Administrator or Receiver shall have full power to delegate the powers, authorities and discretions conferred on it or him by this them (including the power of attorney), on such terms and conditions as it or they shall see fit which shall not preclude exercise of these powers, authorities or discretions by it or them or any revocation of the delegation or subsequent delegation.

17 Protection of security and further assurance

17.1 Independent security

This deed shall be in addition to and independent of every other security or guarantee that the Lender may at any time hold for any of the Secured Liabilities. No prior security held by the Lender over the whole or any part of the Charged Assets shall merge in the security created by this deed.

17.2 Continuing security

This deed shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or discharge in whole or in part.

17.3 No waivers; rights cumulative

No failure to exercise, nor delay in exercising, on the part of the Lender, any right or remedy under this deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy preclude any further or other exercise, or the exercise of any other right or remedy. The rights and remedies of the Lender provided in this deed are cumulative and not exclusive of any rights or remedies provided by law.

17.4 No Chargor set-off

Each Chargor waives any right of set-off it may have now or at any time in the future in respect of the Secured Liabilities (including sums payable by the Chargor under this deed).

17.5 Further assurance

17.5.1 Each Chargor shall, promptly upon request by the Lender or any Receiver or Administrator, at its own expense, take whatever action the Lender or a Receiver or Administrator may require for:

17.5.1.1 creating, perfecting or protecting any security intended to be created by or pursuant to this deed;

17.5.1.2 following an Event of Default that is continuing, facilitating the realisation of any Charged Asset;

17.5.1.3 following an Event of Default that is continuing, exercising any right, power or discretion conferred on the Lender, or any Receiver or any Administrator or any of their respective

delegates or sub-delegates in respect of any Charged Asset;
or

17.5.1.4 creating and perfecting security in favour of the Lender (equivalent to the security intended to be created by this deed) over any assets of any Chargor located in any jurisdiction outside England and Wales.

17.5.2 This includes:

17.5.2.1 the re-execution of this deed;

17.5.2.2 the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Lender or to its nominee; and

17.5.2.3 the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Lender (or the Receiver or Administrator, as appropriate) may think expedient.

18 **Costs and indemnity**

18.1 The provisions of clause 19 (*Costs and Expenses*) of the Facility Agreement are incorporated into this deed as if set out in full *mutatis mutandis*.

18.2 Each Chargor hereby agrees to indemnify and hold harmless the Lender, any Administrator and any Receiver from and against all actions, claims, expenses, demands and liabilities, whether arising out of contract or in tort or in any other way, which may at any time be incurred by it or them or by any manager, agent, officer, servant or tradesperson for whose debt, default or miscarriage it or they may be answerable for anything done or omitted to be done in the exercise or purported exercise of powers pursuant to this deed.

19 **Miscellaneous**

19.1 **Certificates conclusive**

A certificate or determination by the Lender as to any amount or rate under this deed shall be conclusive evidence of that amount or rate in the absence of any manifest error.

19.2 **Notice of assignment**

This deed constitutes notice in writing to each Obligor of any charge or assignment of a debt owed by that Obligor to any other member of the Group and contained in any other Finance Document.

19.3 **Financial collateral**

19.3.1 To the extent that the Charged Assets constitute "financial collateral" and this deed and the obligations of the Chargors under this deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)), the Lender shall have the right after the Security constituted by this deed has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

19.3.2 For the purpose of clause 19.3.1, the value of the financial collateral appropriated shall be such amount as the Lender reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

19.4 **Severability**

If any provision of this deed is or becomes invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected or impaired thereby.

19.5 **Section 2(1) Law of Property (Miscellaneous Provisions) Act 1989**

The terms of the Finance Documents and of any side letters between any parties in relation to the Finance Documents are incorporated in this deed to the extent required to ensure that any purported disposition of Charged Assets contained in this deed is a valid disposition in accordance with s.2(1) Law of Property (Miscellaneous Provisions) Act 1989.

19.6 **Third party rights**

Save as expressly provided to the contrary in a Finance Document, a third party (being any person other than the Chargors and the Lender and their successors and permitted assigns) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this deed. Notwithstanding any term of any Finance Document, the consent of such third party is not required to rescind or vary this deed at any time.

19.7 **Joint and several liability**

The covenants, agreements, obligations and liabilities of the Chargors contained in this deed or implied on their part are joint and several and shall be construed accordingly.

19.8 **Trustee Act 2000**

The Chargors and the Lender agree that the Lender shall not be subject to the duty of care imposed on the trustees by the Trustee Act 2000.

20 **Notices**

Any demand, notice, consent or communication to be made or given by or to a Chargor or the Lender under or in connection with this deed shall be made and delivered as provided in clause 32 (*Notices*) of the Facility Agreement. Any demand on a Chargor shall be validly made whether or not it contains an accurate statement of the amount of the Secured Liabilities.

21 **Assignment and transfer**

21.1 **Assignment by Lender**

The Lender may at any time assign or transfer the whole or any part of its rights under this deed to any person to whom it is entitled to transfer its rights under any Finance Document in accordance with the terms of the Facility Agreement.

21.2 **Assignment by Chargor**

No Chargor may assign any of its rights or transfer any of its obligations under this deed or enter into any transaction which would result in any of these rights or obligations passing to another person.

22 **Release of Security**

22.1 **Release**

Subject to clause 22.3 (*Discharge conditional*), upon the expiry of the Security Period (but not otherwise) the Lender shall, at the request and cost of the Chargors, take whatever action is necessary to release the Charged Assets from the Security constituted by this deed and re-assign the Charged Assets to the relevant Chargor(s).

22.2 **Avoidance of payments and reinstatement**

If any payment by a Chargor or any discharge given by the Lender (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is (a) capable of being avoided or reduced (in the opinion of the Lender) and there is a reasonable likelihood of that occurring or (b) avoided or reduced in each case as a result of insolvency or any similar event, then:

- 22.2.1 the liability of each Chargor will continue as if the payment, discharge, avoidance or reduction had not occurred;
- 22.2.2 the Lender will be entitled to recover the value or amount of that security or payment from each Chargor, as if the payment, discharge, avoidance or reduction had not occurred; and
- 22.2.3 the Lender shall be entitled to enforce this deed subsequently as if such payment, discharge, avoidance or reduction had not occurred.

22.3 **Discharge conditional**

Any release, discharge or settlement between any Chargor and the Lender shall be deemed conditional upon no payment or security received by the Lender in respect of the Secured Liabilities being avoided or reduced or ordered to be refunded pursuant to any provision of any enactment relating to insolvency, bankruptcy, winding-up, administration or receivership and, notwithstanding any such release, discharge or settlement:

- 22.3.1 the Lender or its nominee shall be at liberty to retain this deed and the Security created by or pursuant to this deed, including all certificates and documents relating to the Charged Assets or any part thereof, for such period as the Lender shall deem necessary to provide the Lender with security against any such avoidance or reduction or order for refund and there is a reasonable likelihood of the same; and
- 22.3.2 the Lender shall be entitled to recover the value or amount of such security or payment from each Chargor subsequently as if such settlement, discharge or release had not occurred and the Chargor agrees with the Lender accordingly and charges the Charged Assets and the proceeds of sale thereof with any liability under this clause, whether actual or contingent.

23 **Governing law**

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

24 **Enforcement**

24.1 **Jurisdiction of English courts**

- 24.1.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "**Dispute**").
- 24.1.2 The parties 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.
- 24.1.3 This clause 24.1 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.

Counterparts

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

In Witness whereof this deed has been executed by the Chargors and is intended to be and is hereby delivered as a deed the day and year first above written and has been signed on behalf of the Lender.

SCHEDULE 1

Chargors

Name	Registered Number	Registered office
Propel Group Finance Limited	08665300	Unit 5 Langstone Business Village, Langstone Park, Langstone, Newport, NP18 2LH
Propel Finance No 1 Limited	10003271	Unit 5 Langstone Business Village, Langstone Park, Langstone, Newport, NP18 2LH

SCHEDULE 2

Trading Accounts

Chargor	Account bank	Account name	Account number	Sort code
Propel Group Finance Limited	National Westminster Bank PLC	Borrower Funding Account	██████	██████
Propel Finance No 1 Limited	National Westminster Bank PLC	Originator Account	██████	██████

SCHEDULE 3

PART 1

Form of notice to insurers

From: [relevant Chargor] (the "**Company**")

To: [insurer]

Date:

Dear Sirs

We refer to the [describe policy and its number] (the "**Policy**").

We hereby give notice that, pursuant to a security agreement dated [] (the "**Security Agreement**"), we have assigned to Quilam Special Opportunities 2 Limited as lender (the "**Lender**") all our right, title, interest and benefit in and to the Policy.

We irrevocably authorise and instruct you from time to time:

- (a) to disclose to the Lender without any reference to or further authority from us (and without any enquiry by you as to the justification for each disclosure), such information relating to the Policy as the Lender may at any time and from time to time request;
- (b) to hold all sums from time to time due and payable by you to us under the Policy to the order of the Lender;
- (c) to pay or release all or any part of the sums from time to time due and payable by you to us under the Policy only in accordance with the written instructions given to you by the Lender from time to time;
- (d) to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Policy, the sums payable to us from time to time under the Policy or the debts represented thereby which you receive at any time from the Lender without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction; and
- (e) to send copies of all notices and other information given or received under the Policy to the Lender.

We are not permitted to receive from you, otherwise than through the Lender, any amount in respect of or on account of the sums payable to us from time to time under the Policy or to agree any amendment or supplement to, or waive any obligation under, the Policy without the prior written consent of the Lender.

This notice may only be revoked or amended with the prior written consent of the Lender.

Please confirm by completing the enclosed acknowledgement and returning it to the Lender (with a copy to us) that:

- (a) you accept the instructions and authorisations contained in this notice;
- (b) you have not, at the date this notice is returned to the Lender, received any notice that any third party has or will have any right or interest in, or has made, or will be making any claim or demand or taking any action in respect of, the rights of the Company under or in respect of the Policy and you will notify the Lender promptly if you should do so in future;

- (c) you will pay or release all or part of the amounts from time to time due and payable by you under the Policy in accordance with the written instructions given to you by the Lender from time to time; and
- (d) you will not exercise any right to terminate, cancel, vary or waive the Policies or take any action to amend or supplement the Policies without first giving 14 days' written notice to the Lender.

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

Yours faithfully

.....
for and on behalf of
[]

PART 2

Form of acknowledgement from insurers

From: *[insurer]*

To: Quilam Special Opportunities 2 Limited (the “**Lender**”)

Date:

Dear Sirs

We acknowledge receipt of a notice dated [] (the “**Notice**”) and addressed to us by [] (the “**Company**”) regarding the Policy (as defined in the Notice). We hereby:

- (a) accept the instructions and authorisations contained in the Notice;
- (b) confirm that we have not, at the date of this acknowledgement, received any notice that any third party has or will have any right or interest in, or has made, or will be making any claim or demand or taking any action in respect of, the rights of the Company under or in respect of the Policy and we will notify the Lender promptly if you should do so in future;
- (c) confirm we will pay or release all or part of the amounts from time to time due and payable by us under the Policy in accordance with the written instructions given to us by the Lender from time to time; and
- (d) confirm we will not exercise any right to terminate, cancel, vary or waive the Policies or take any action to amend or supplement the Policies without first giving 14 days' written notice to the Lender.

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

Yours faithfully

[insurer]

SCHEDULE 4

PART 1

Form of notice to counterparties of Assigned Agreements

From: [relevant Chargor]

To: [counterparty]

Date:

Dear Sirs

We refer to the [describe relevant Assigned Agreement] (the "**Agreement**").

We hereby notify you that pursuant to a security agreement dated [] (the "**Security Agreement**") we have assigned to Quilam Special Opportunities 2 Limited as lender (the "**Lender**") absolutely (subject to a proviso for reassignment on redemption) all our right, title, interest and benefit in and to the Agreement.

We further notify you that:

- (a) we may not agree to amend, modify or terminate the Agreement without the prior written consent of the Lender;
- (b) subject to paragraph (a) above you may continue to deal with us in relation to the Agreement until you receive written notice to the contrary from the Lender. Thereafter we will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Lender;
- (c) you are authorised to disclose information in relation to the Agreement to the Lender on request;
- (d) you must pay all monies to which we are entitled under the Agreement direct to the Lender (and not to us) unless the Lender otherwise agrees in writing; and
- (e) the provisions of this notice may only be revoked with the written consent of the Lender.

Please sign and return the enclosed copy of this notice to the Lender (with a copy to us) by way of confirmation that:

- (i) you agree to the terms set out in this notice and to act in accordance with its provisions; and
- (ii) you have not received notice that we have assigned our rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party.

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

Yours faithfully

.....
for and on behalf of
[]

PART 2

Form of acknowledgement from counterparties of Assigned Agreements

From: [counterparty]

To: Quilam Special Opportunities 2 Limited

Copy to: [relevant Chargor]

Date:

We hereby acknowledge receipt of the notice dated [], a copy of which is attached to the acknowledgment (the "**Notice**") and confirm the matters set out in paragraphs (i) and (ii) of the Notice.

.....
for and on behalf of
[counterparty]

SCHEDULE 5

PART 1

Form of notice of charge to third party bank

To: [name and address of third party bank]

Attention: []

Date:

Dear Sirs

We hereby give you notice that by a security agreement dated [] 2022 (the "**Security Agreement**") (a copy of which is attached) we have charged to Quilam Special Opportunities 2 Limited as lender (the "**Lender**") all our right, title and interest in and to all sums of money which are now or may from time to time in the future be held in the following accounts in our name with you together with all interest credited thereto and the debts represented by those sums:

[]

(together the "**Accounts**").

We hereby irrevocably instruct and authorise you:

- 1 to credit to each Account all interest from time to time earned on the sums of money held in that Account;
- 2 to disclose to the Lender, without any reference to or further authority from us and without any liability or inquiry by you as to the justification for such disclosure, such information relating to the Accounts and the sums in each Account as the Lender may, at any time and from time to time, request you to disclose to it;
- 3 to hold all sums from time to time standing to the credit of each Account in our name with you to the order of the Lender;
- 4 to pay or release all or any part of the sums from time to time standing to the credit of each Account in our name with you in accordance with the written instructions of the Lender at any time and from time to time; and
- 5 to comply with the terms of any written notice or instructions in any way relating to the Accounts or the sums standing to the credit of any Account from time to time which you may receive at any time from the Lender without any reference to or further authority from us and without any liability or inquiry by you as to the justification for or validity of such notice or instructions.

By counter-signing this notice, the Lender confirms that we may make withdrawals from the Accounts until such time as the Lender shall notify you in writing that their permission is withdrawn, whereupon we will not be permitted to withdraw any amounts from any Account without the prior written consent of the Lender.

These instructions cannot be revoked or varied without the prior written consent of the Lender.

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

Please confirm your acceptance of the above instructions by returning the attached acknowledgement to the Lender with a copy to ourselves.

Yours faithfully

By:
for and on behalf of
[relevant Chargor]

Counter-signed by:

.....
for and on behalf of
Quilam Special Opportunities 2 Limited

PART 2

Form of acknowledgement from third party bank

To: Quilam Special Opportunities 2 Limited
Ground Floor Egerton House
68 Baker Street
Weybridge
Surrey
KT13 8AL

Date:

Dear Sirs

We confirm receipt of a notice dated [] (the "**Notice**") from [*relevant Chargor*] (the "**Company**") of a charge, upon the terms of a Security Agreement dated [] 2022, over all the Company's right, title and interest in and to all sums of money which are now or may from time to time in the future be held in the following accounts with us in the name of the Company together with interest relating thereto:

[]

(together the "**Accounts**").

We confirm that:

- 1 we accept the instructions and authorisations contained in the Notice and undertake to comply with its terms;
- 2 we have not received notice of the interest of any third party in any Account or in the sums of money held in any Account or the debts represented by those sums and we will notify you promptly should we receive notice of any third party interest;
- 3 we have not claimed or exercised, nor will we claim or exercise, any Security or right of set-off or combination or counterclaim or other right in respect of any Account, the sums of money held in any Account or the debts represented by those sums;

until you notify us in writing that withdrawals are prohibited, the Company may make withdrawals from the Accounts; upon receipt of such notice we will not permit any amount to be withdrawn from any Account except against the signature of one of your authorised signatories; and
- 4 we will not seek to modify, vary or amend the terms upon which sums are deposited in the Accounts without your prior written consent.

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

Yours faithfully

.....
for and on behalf of
[*third party bank*]

SIGNATORIES (TO SECURITY AGREEMENT)

The Chargors

PROPEL GROUP FINANCE LIMITED

EXECUTED as a DEED and)
DELIVERED by **PROPEL GROUP**)
FINANCE LIMITED)
acting by two directors:)

Signature of Director: 

Signature of Director: 

PROPEL FINANCE NO 1 LIMITED

EXECUTED as a DEED and)
DELIVERED by **PROPEL FINANCE**)
NO 1 LIMITED)
acting by two directors:)

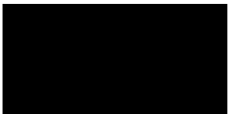
Signature of Director: 

Signature of Director: 

The Lender

SIGNED by
for and on behalf of
QUILAM SPECIAL OPPORTUNITIES 2 LIMITED

)
)
)

A solid black rectangular box used to redact the signature and name of the lender.