



Registration of a Charge

Company Name: **ITS TECHNOLOGY GROUP LIMITED**

Company Number: **08786229**



Received for filing in Electronic Format on the: **25/10/2023**

XCEVMHU2

Details of Charge

Date of creation: **20/10/2023**

Charge code: **0878 6229 0011**

Persons entitled: **GLAS TRUST CORPORATION LIMITED AS SECURITY TRUSTEE**

Brief description: **INTELLECTUAL PROPERTY - TRADE MARKS: DESCRIPTION: FASTERCX
BRITAIN FIGURATIVE MARK; REGISTRATION NO.: 3637954; CLASSES:
9, 35, 37, 38 AND 42; JURISDICTION: UK; FOR MORE DETAILS PLEASE
REFER TO THE CHARGING INSTRUMENT.**

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:

ASHURST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8786229

Charge code: 0878 6229 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th October 2023 and created by ITS TECHNOLOGY GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th October 2023 .

Given at Companies House, Cardiff on 27th October 2023

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**

Ashurst

Execution Version

Debenture

ITS Technology Group Limited and the other companies listed
in schedule 1

and

GLAS Trust Corporation Limited
as Security Agent

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THIS DEED is made on 20 October 2023

BETWEEN:

- (1) **THE COMPANIES** listed in schedule 1 (Chargors); and
- (2) **GLAS TRUST CORPORATION LIMITED** as security trustee for itself and the other Secured Parties (the **Security Agent**, which expression shall include any person from time to time appointed as a successor, replacement or additional trustee in relation to the interests created by this deed).

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed:

Bank Accounts means all rights in relation to cash-deposit, current or other accounts held with any bank, financial institution or other person including, without limitation, the Operating Accounts;

Book Debts means all book and other debts of any nature and all monetary claims (excluding any such debts or claims in relation to the Bank Accounts, the Charged Agreements and the Insurances);

Charged Agreements means the contracts listed as Charged Agreements in schedule 5 (Charged Agreements) or listed as Charged Agreements in any Security Accession Deed and any other agreement designated as a Charged Agreement by the relevant Chargor and the Security Agent and any other contract or agreement to which a Chargor is party which is expressed to be subject (or potentially subject) to Security granted by this deed;

Charged Property means the assets mortgaged, charged or assigned to the Security Agent by this deed;

Chargors means each of the companies listed in schedule 1 (Chargors) and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;

Delegate means any delegate, agent, attorney or co-trustee appointed by the Security Agent;

Equipment means all plant, machinery, vehicles, computers, office and other equipment including that equipment (if any) listed in any Security Accession Deed (excluding any for the time being forming part of any Chargor's stock in trade or work in progress);

Event of Default means an Event of Default under the Facilities Agreement;

Excluded Charged Agreements has the meaning given to that term in clause 3.9 (Charged Agreements Restricting Charging) below;

Excluded Intellectual Property has the meaning given to that term in clause 3.8 (Intellectual Property Restricting Charging) below;

Excluded Property has the meaning given to that term in clause 3.7 (Leases Restricting Charging) below;

Facilities Agreement means the facilities agreement made between the companies listed in schedule 1 (Chargors), Global Loan Agency Services Limited as facility agent and the Security Agent dated on or about the date of this deed;

Finance Documents means the Finance Documents as defined in the Facilities Agreement;

Finance Parties means the Finance Parties as defined in the Facilities Agreement;

Floating Charge Asset means an asset charged under clause 3.4 (Floating Charge);

Insurances means the benefits arising from all policies of insurance (including all rights of recovery and all proceeds of them) either now or in the future held by, or written in favour of, a Chargor or in which it is otherwise interested, including those policies (if any) listed in schedule 8 (Insurance Policies) or in any Security Accession Deed but excluding any third party liability or public liability insurance and any directors' and officers' insurance;

Intellectual Property means any 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, whether registered or unregistered, the benefit of all applications and rights to use such assets including the intellectual property rights (if any) listed in schedule 6 (Intellectual Property) or in any Security Accession Deed, in each case other than any Excluded Intellectual Property;

Intercreditor Agreement has the meaning given to that term in the Facilities Agreement;

Intra Group Loans means any loans made by a Chargor to a member of the Group, including any loans listed in schedule 5 (Charged Agreements) or in any relevant Security Accession Deed;

Investment means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of a Chargor or by any trustee, fiduciary or clearance system on its behalf (including the Subsidiary Shares);

Lenders means the Lenders as defined in the Facilities Agreement;

Ofcom Requirement Account means the bank account of ITS Technology Group Limited held with Santander with account number [REDACTED] and sort code [REDACTED];

Operating Accounts means all Bank Accounts opened or maintained by a Chargor from time to time, including the accounts (if any) listed in schedule 4 (Operating Accounts) or listed as Operating Accounts in any Security Accession Deed, and any replacement account or any sub-division or sub-account of those accounts;

Property means all freehold, heritable and leasehold property and the buildings and fixtures (including trade fixtures) on that property from time to time including the property (if any) listed in schedule 2 (Property) and in any Security Accession Deed, in each case other than any Excluded Property;

Receiver means a receiver or receiver and manager in each case appointed under this deed;

Related Rights means, in relation to any asset:

- (a) the proceeds of sale of that asset or any part of that asset;
- (b) all dividends, distributions, interest and/or other income paid or payable in relation to that asset (including on any Investment), together with all shares or other property derived from that asset and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that asset (whether by way of conversion, redemption, bonus, preference, option or otherwise);
- (c) any monies and proceeds paid or payable in relation to that asset;
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of that asset; and
- (e) the benefit of all other rights, powers, claims, consents, contracts, warranties, security, guarantees, indemnities or covenants for title in respect of that asset;

Secured Obligations means the Secured Obligations as defined in the Intercreditor Agreement;

Secured Parties means the Secured Parties as defined in the Intercreditor Agreement;

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

Security Accession Deed means a deed executed by a member of the Group substantially in the form set out in schedule 11 (Form of Security Accession Deed);

Short Term Lease means any lease with a tenure of less than 7(seven) years.

Subsidiary Shares means all shares owned by a Chargor in its Subsidiaries incorporated in England and Wales including the shares (if any) listed in schedule 3 (Subsidiary Shares) or in any Security Accession Deed.

1.2 Construction

- (a) In this deed, unless a contrary intention appears, a reference to:
 - (i) words and expressions defined in the Facilities Agreement have the same meanings when used in this deed unless otherwise defined in this deed;
 - (ii) the principles of construction contained in clause 1.2 (Construction) of the Facilities Agreement apply equally to the construction of this deed, except that references to the Facilities Agreement will be construed as references to this deed;
 - (iii) any **Chargor**, any **Secured Party** or any other person shall be construed so as to include its successors in title, permitted assignees and transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;
 - (iv) this **deed** includes any Security Accession Deed;
 - (v) **including** means including without limitation and **includes** and **included** shall be construed accordingly;
 - (vi) **losses** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **loss** shall be construed accordingly;
 - (vii) a provision of law is a reference to that provision as amended or re-enacted; and
 - (viii) any clause or schedule is a reference to, respectively, a clause of and schedule to this deed and any reference to this deed includes its schedules.
- (b) Section, clause and schedule headings are for ease of reference only.
- (c) The terms of the documents under which the Secured Obligations arise and of any side letters between any Chargor and any Secured Party relating to the Secured Obligations are incorporated in this deed to the extent required for any purported disposition of any Property contained in this deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (d) The parties intend that this document shall take effect as a deed, notwithstanding the fact that a party may only execute it under hand.

1.3 Third Party Rights

- (a) Any Receiver or Delegate will have the right to enforce the provisions of this deed which are given in its favour however the consent of a Receiver or Delegate is not required for the rescission or variation of this deed.
- (b) Subject to paragraph (a), 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.

2. COVENANT TO PAY

Each Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on written demand pay the Secured Obligations when they fall due for payment.

3. CHARGING CLAUSE

3.1 Fixed Charges

Subject to clauses 3.7(a) (Leases Restricting Charging), 3.8(a) (Intellectual Property Restricting Charging) and 3.9(a) (Charged Agreements Restricting Charging) below, each Chargor, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of first legal mortgage, all Property (other than Short Term Leases); and
- (b) by way of first fixed charge:
 - (i) all other interests (not effectively charged under clause 3.1(a)) in any Property (including Short Term Leases);
 - (ii) all Subsidiary Shares;
 - (iii) all Investments (other than Subsidiary Shares);
 - (iv) all Equipment;
 - (v) all Book Debts;
 - (vi) all Operating Accounts;
 - (vii) all Intellectual Property;
 - (viii) its goodwill and uncalled capital; and
 - (ix) to the extent not effectively assigned by clause 3.2 (Security Assignment):
 - (A) the Charged Agreements;
 - (B) all Intra Group Loans;
 - (C) all other agreements and contracts in which a Chargor is party from time to time which do not contain a prohibition on charging; and
 - (D) the Insurances.

3.2 Security Assignment

Subject to clauses 3.7(a) (Leases Restricting Charging), and 3.9(a) (Charged Agreements Restricting Charging) below, as further security for the payment and discharge of the Secured Obligations, each Chargor assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in the following assets, both present and future, and, in each case, all Related Rights:

- (a) those of the Charged Agreements which are not subject to a prohibition on assignment;
- (b) the Intra Group Loans; and
- (c) the Insurances,

provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of the relevant Chargor re-assign the relevant rights, title and interest in the assigned assets to that Chargor (or as it shall direct).

3.3 **Fixed Security**

Clause 3.1 (Fixed Charges) and clause 3.2 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

3.4 **Floating Charge**

As further security for the payment and discharge of the Secured Obligations, each Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets not effectively charged by way of fixed charge under clause 3.1 (Fixed Charges) or assigned under clause 3.2 (Security Assignment).

3.5 **Conversion of Floating Charge**

(a) Subject to paragraph (b) below, if:

- (i) an Event of Default has occurred and is continuing; or
- (ii) the Security Agent is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy; or
- (iii) the Security Agent reasonably considers that it is necessary to protect the priority of the security,

the Security Agent may, by notice in writing to any Chargor, convert the floating charge created under this deed into a fixed charge as regards those assets which it specifies in the notice, provided that paragraph (ii) above shall only apply in respect of those Floating Charge Assets which the Security Agent considers (acting reasonably) may be in danger of being seized or in jeopardy.

(b) Subject to paragraph (c) below, the floating charge created under this deed may not be converted into a fixed charge in relation to a Chargor solely by reason of:

- (i) the obtaining of a moratorium; or
- (ii) anything done with a view to obtaining a moratorium,

in relation to that Chargor under Part A1 of the Insolvency Act 1986.

(c) Paragraph (b) above does not apply if the floating charge created under this deed is a floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986.

3.6 **Automatic Conversion of Floating Charge**

If:

- (a) any Chargor creates (or purports to create) any Security (other than any Security permitted under the terms of the Finance Documents) in breach of clause 6.2 (Negative Pledge) over any Floating Charge Asset; or
- (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset,

the floating charge created under this deed over the relevant Floating Charge Asset will automatically and immediately be converted into a fixed charge (save in the case of paragraph (a) above, only in respect of the assets which are purported to be subject to the other Security).

3.7 Leases Restricting Charging

- (a) There shall be excluded from the charge created by clause 3.1 (Fixed Charges) and from the operation of clause 4 (Further Assurance) any leasehold property held by a Chargor under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) that 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.
- (b) Unless the Security Agent otherwise agrees, for each Excluded Property, each relevant Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this deed (or, as the case may be, the date of the acquisition of the relevant Excluded Property) and, in respect of each Excluded Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all reasonable endeavours to obtain that consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations.
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent under clause 3.1 (Fixed Charges). If required by the Security Agent at any time following receipt of that waiver or consent, the relevant Chargor will forthwith execute a valid legal mortgage in such form as the Security Agent shall reasonably require.

3.8 Intellectual Property Restricting Charging

- (a) There shall be excluded from the charge created by clause 3.1 (Fixed Charges) and from the operation of clause 4 (Further Assurance) any Intellectual Property in which a Chargor has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its interest in that Intellectual Property (each an **Excluded Intellectual Property**) until the relevant condition or waiver has been satisfied or obtained.
- (b) For each Excluded Intellectual Property, each relevant Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this deed (or, as the case may be, the date of the acquisition of the relevant Excluded Intellectual Property) and, in respect of any licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use its reasonable endeavours to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations.
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property shall stand charged to the Security Agent under clause 3.1 (Fixed Charges). If required by the Security Agent, at any time following receipt of that waiver or consent, the relevant Chargor will forthwith execute a valid fixed charge in such form as the Security Agent shall reasonably require.

3.9 Charged Agreements Restricting Charging

- (a) There shall be excluded from the charge created by clause 3.1 (Fixed Charges) and security assignment provided for in clause 3.2 (Security Assignment) and from the operation of clause 4 (Further Assurance) any Charged Agreements in which a Chargor is party to an agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over (or assignment of) its interest in that Charged Agreement (each an **Excluded Charged Agreement**) until the relevant condition or waiver has been satisfied or obtained.
- (b) For each Excluded Charged Agreement, each relevant Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this deed

(or, as the case may be, the date of entry into the relevant Excluded Charged Agreement) and, in respect of any agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use its reasonable endeavours to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations.

- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Charged Agreement shall stand charged to the Security Agent under clause 3.1 (Fixed Charges). If required by the Security Agent, at any time following receipt of that waiver or consent, the relevant Chargor will forthwith execute a valid fixed charge or legal assignment in such form as the Security Agent shall reasonably require.
- (d) No Charged Agreement or Intra Group Loan, in each case, solely between members of the Group shall be excluded from the Security created by this deed and any notification, acknowledgement or permission required to be given by any Obligors to such Security being granted is hereby given.

3.10 **Excluded Bank Account**

- (a) Subject to paragraph (b) below, the Ofcom Requirement Account shall be excluded from the charge created by clause 3.1 (Fixed Charges) and from the operation of clause 4 (Further Assurance) and clause 11.2 (Perfection of Bank Account Security).
- (a) Notwithstanding paragraph (a) above, the Ofcom Requirement Account shall be excluded from the scope of the Security created by clause 3.1 (Fixed Charges) until such time as the Ofcom Requirement Account is no longer required or relied upon for the purposes of an Ofcom Requirement. ITS Technology Group Limited acknowledges and confirms that upon receipt of confirmation that the Ofcom Requirement Account is no longer required in connection with any Ofcom Requirement, the Ofcom Requirement Account shall stand charged to the Security Agent under clause 3.1 (Fixed Charges). If required by the Security Agent, at any time following such confirmation, ITS Technology Group Limited will forthwith execute a valid fixed charge in such form as the Security Agent shall reasonably require and serve notice of the Security created over the Ofcom Requirement Account in accordance with the provisions of clause 11.2 (Perfection of Bank Account Security).

4. **FURTHER ASSURANCE**

- (a) Each Chargor shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):
 - (i) to perfect the Security created or intended to be created under or evidenced by this deed or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to this deed or by law;
 - (ii) to confer on the Security Agent or on the Secured Parties Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this deed; and/or
 - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by this deed.
- (b) Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this deed.

5. REPRESENTATIONS AND WARRANTIES

5.1 Matters Represented

Each Chargor represents and warrants to the Security Agent as set out in clause 5.2 (Property) on the date of this deed on each day on which a Repeating Representation (under the Facilities Agreement) is repeated or deemed to be repeated, subject to the proviso outlined in clause 20.31.4 (Times when representations made) in the Facilities Agreement.

5.2 Property

Schedule 2 (Property) identifies all Property situated in England and Wales which is beneficially owned by it as at the date of this deed.

6. UNDERTAKINGS - GENERAL

6.1 Duration of Undertakings

All of the undertakings given in this deed are given from the date of this deed and for so long as any Security constituted by this deed remains in force.

6.2 Negative Pledge

No Chargor may create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property except as permitted by and in accordance with the Facilities Agreement and any other Finance Document.

6.3 Disposal Restrictions

No Chargor may enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of all or any part of the Charged Property except as permitted by and in accordance with the Facilities Agreement and any other Finance Document.

6.4 Power to Remedy

If a Chargor fails to comply with any undertaking given in this deed and that failure is not remedied to the satisfaction of the Security Agent (acting reasonably) within fourteen (14) days of the Security Agent notifying the relevant Chargor in writing that remedy is required, it will allow (and irrevocably authorises) the Security Agent, or any Delegate, to take any reasonable action on behalf of that Chargor which is necessary to ensure that those covenants are complied with.

7. PROPERTY

7.1 Maintenance

Each Chargor will keep in good and substantial repair all of the Property in which it has an interest to the extent required by the Facilities Agreement.

7.2 Inspection

Whilst an Event of Default is continuing or the Security Agent reasonably suspects an Event of Default is continuing, each Chargor will permit the Security Agent and any person nominated by the Security Agent to enter into any Property which is part of the Charged Property in which it has an interest at all reasonable times during business hours and on not less than 24 hours' notice to view the state and condition of that Property and will remedy any material defect or want of repair forthwith after service by the Security Agent of notice in writing of the defect or want of repair.

7.3 Property Acquisitions

Each Chargor will as soon as reasonably practicable (and in any event within five (5) Business Days), notify the Security Agent if it acquires, or enters any agreement to acquire, any interest in Property.

7.4 **Leases**

Each Chargor shall:

- (a) comply in all material respects with all covenants and conditions applicable to it (whether as lessor, lessee or in any other capacity) contained in any lease, licence or other document relevant to its interest in any Property;
- (b) enforce the due observance and performance of all material covenants given for its benefit in relation to any Property;
- (c) not accept any surrender of any lease of Property in respect of which it is the lessor, except as permitted by the Facilities Agreement or with the prior consent of the Security Agent (which shall not be unreasonably withheld or delayed); and
- (d) give notice to the Security Agent as soon as reasonably practicable (and in any event within three (3) Business Days) if it receives any notice under section 146 of the Law of Property Act 1925 or any proceedings are commenced against it for the forfeiture of any lease of any Property.

7.5 **Perfection of Property Security**

- (a) Each Chargor will, promptly following execution of this deed or (if later) acquisition of Property, deposit with the Security Agent (or as it shall direct) certified copies of all deeds and documents of title relating to all Property in which it has an interest and, if those deeds and documents are with the Land Registry, will promptly deposit them with the Security Agent (or as it shall direct) upon their release.
- (b) Subject to paragraph (d) below, in relation to Property situated in England and Wales and charged by way of legal mortgage under this deed, each Chargor hereby irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that Property in which it has an interest (including any unregistered properties subject to compulsory first registration at the date of this deed) on the prescribed Land Registry form and in the following or substantially similar terms:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated ● 2023 in favour of ● (as security agent) referred to in the charges register."
- (c) Subject to the terms of the Facilities Agreement, the Lenders are under an obligation to make further advances (which obligation is deemed to be incorporated into this deed) and this Security has been made for securing those further advances. In relation to Property which is situated in England and Wales and charged by way of legal mortgage under this deed, the Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that Property (including any unregistered Property subject to compulsory first registration at the date of this deed) that there is an obligation to make further advances on the Security of the registered charge.
- (d) The obligations at paragraph (b) above will not apply with respect to unregistered leasehold interests with less than 7 years left to run.

8. **INVESTMENTS**

8.1 **Investment Acquisitions**

Each Chargor will promptly notify the Security Agent if it acquires, or enters any agreement to acquire, any interest in an Investment.

8.2 Voting and Distribution Rights

- (a) Subject to paragraph (b) below, the relevant Chargor may, prior to the occurrence of an Event of Default which is continuing:
 - (i) receive and retain all dividends, distributions and other monies paid on or derived from the Investments; and
 - (ii) exercise (or refrain from exercising) all voting and other rights and powers attaching to the Investments as permitted by the terms of the Finance Documents.
- (b) On and after the occurrence of an Event of Default which is continuing and following notice in writing from the Security Agent to the relevant Chargor:
 - (i) the relevant Chargor will promptly pay all dividends, distributions and other monies paid on or derived from the Investments to the Security Agent for application in accordance with clause 21 (Application of Enforcement Proceeds); and
 - (ii) the Security Agent may (in its sole discretion) directly or indirectly (by instruction to the relevant legal owner of the relevant Investments) exercise, refrain from exercising or disclaim any right to exercise any voting or other rights and powers attaching to the Investments. Any exercise of such voting rights may only be for the purpose of preserving the value of the Security given by this deed or facilitating the realisation of it. The relevant Chargor will promptly comply with any direction given by the Security Agent in relation to the exercise of voting or other rights and powers. Any such disclaimer will confer on the relevant Chargor the authority to direct the exercise of the disclaimed right, as if an Event of Default had not occurred, in accordance with paragraph (a)(ii) above.
- (c) At any time when any Investments are registered in the name of the Security Agent or its nominee, the Security Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Investments are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Investments.

8.3 Perfection of Investments Security

- (a) Subject to paragraph (b) below, each Chargor will promptly following the execution of this deed or (if later) acquisition of an Investment deposit with the Security Agent (or as it shall direct) all stock and share certificates and other documents of title relating to the Investments in which it has an interest together with stock transfer forms executed in blank and left undated on the basis that the Security Agent shall be able to hold such documents of title and stock transfer forms until the Secured Obligations have been irrevocably and unconditionally discharged in full and shall be entitled, at any time, following the occurrence of an Event of Default which is continuing and for so long as it is continuing or if the Security Agent considers that the security constituted by this deed is in jeopardy to complete, under its power of attorney given by clause 15 (Attorney) below, the stock transfer forms on behalf of the relevant Chargor in favour of itself or its nominee(s).
- (b) With respect to the share certificates and other documents of title relating to the shares owned by ITS (Midco) Limited in ITS Technology Group Limited, ITS (Midco) Limited will deposit these with the Security Agent (or as it shall direct) within five Business Days after receipt by ITS (Midco) Limited of the ITGL Stock Transfer Form (as defined in the Facilities Agreement) from His Majesty's Revenue and Customs duly stamped and/or adjudicated.

9. **DELIBERATELY OMITTED**

10. **BOOK DEBTS**

10.1 **Collection of Book Debts**

Each Chargor will collect all Book Debts due to it, and pay the proceeds received in respect of any Book Debts into an Operating Account forthwith on receipt and, pending that payment, hold those proceeds on trust for the Security Agent.

10.2 **Restriction on Dealings**

- (a) Prior to the occurrence of an Event of Default which is continuing, the proceeds of the realisation of the Book Debts shall (subject to any restriction on the application of such proceeds contained in this deed or in the other Finance Documents), upon such proceeds being credited to an Operating Account, be released from the fixed charge created pursuant to clause 3.1 (Fixed Charges) and the relevant Chargor shall be entitled to withdraw such proceeds from such Operating Account provided that such proceeds shall continue to be subject to the floating charge created pursuant to clause 3.4 (Floating Charge) and the terms of this deed.
- (b) Upon the occurrence of an Event of Default which is continuing, the Chargors will, as agent for the Security Agent, collect all Book Debts charged to the Security Agent under this deed, pay the proceeds into an Operating Account promptly upon receipt and, pending such payment, hold those proceeds on trust for the Security Agent.

11. **BANK ACCOUNTS**

11.1 **Withdrawals**

- (a) Each Chargor shall, prior to the occurrence of an Event of Default which is continuing, be entitled to deal, operate and transact business in relation to and receive, withdraw or otherwise transfer any credit balance from time to time on any Operating Account subject to the terms of the Facilities Agreement.
- (b) Upon the occurrence of an Event of Default which is continuing, no Chargor shall be entitled to deal, operate and transact business in relation to or receive, withdraw or otherwise transfer any credit balance from time to time on any Operating Account, except with the prior written consent of the Security Agent (which shall not be unreasonably withheld or delayed).

11.2 **Perfection of Bank Account Security**

- (a) Each Chargor will, promptly (and, in any event, within five Business Days) following execution of this deed or (if later) designation of a Bank Account as an Operating Account:
 - (i) give notice (substantially in the form set out in schedule 10 (Form of notice to Account Banks)) to each institution with which it holds any Operating Account (each an **Account Bank**), of the charges created by this deed over those accounts and provide evidence satisfactory to the Security Agent (acting reasonably) of the delivery of that notice; and
 - (ii) use reasonable endeavours to procure that each Account Bank promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Agent within 20 Business Days of the notice being given (it being acknowledged that, provided each Chargor has used all reasonable endeavours to obtain such acknowledgement, the obligation described in this sentence shall cease at expiry of the 20 Business Day period).
- (b) Where the Security Agent is an Account Bank in relation to any Operating Account in existence at the time of creation of Security over it by this deed, the execution of this deed by the Security Agent will be treated as acknowledgement by the Security Agent (in its capacity as Account Bank) of notice of the security created by this deed and its confirmation of the matters set out in schedule 10 (Form of notice to Account Banks).

12. **INTELLECTUAL PROPERTY**

12.1 **Intellectual Property Acquisitions**

Each Chargor will promptly notify the Security Agent if it creates, acquires, or enters any agreement to acquire, any interest in Intellectual Property which is of material value to its business.

12.2 **Perfection of Intellectual Property Security**

Each Chargor appoints the Security Agent as its agent to apply for the Secured Parties' interest in that Chargor's Intellectual Property to be recorded on any of the following registers, in the Security Agent's discretion:

- (a) the relevant Intellectual Property register of the UK Intellectual Property Office;
- (b) the relevant Intellectual Property register of the EU Office of Harmonization for the Internal Market; and
- (c) all other national and regional Intellectual Property registers.

13. **CHARGED AGREEMENTS**

13.1 **Performance and Maintenance of Agreements**

Each Chargor will:

- (a) duly perform all its obligations under the Charged Agreements; and
- (b) enforce the due observance and performance in all material respects of covenants given for its benefit in relation to the Charged Agreements,

in each case, to the extent required by the Facilities Agreement

13.2 **Proceeds of Charged Agreements**

- (a) Each Chargor will pay monies due to it under the Charged Agreements into an Operating Account forthwith on receipt, and, pending that payment, hold those proceeds on trust for the Security Agent.
- (b) Prior to the occurrence of an Event of Default which is continuing, the proceeds payable under the Charged Agreements shall (subject to any restriction on the application of such proceeds contained in this deed or in the other Finance Documents), upon such proceeds being credited to an Operating Account, be released from the fixed charge created pursuant to clause 3.1 (Fixed Charges) and the relevant Chargor shall be entitled to withdraw such proceeds from such Operating Account provided that such proceeds shall continue to be subject to the floating charge created pursuant to clause 3.4 (Floating Charge) and the terms of this deed.
- (c) Upon the occurrence of an Event of Default which is continuing, the Chargors shall, as agent for the Security Agent, collect all amounts payable to it under the Charged Agreements charged to the Security Agent under this deed, pay such amounts into an Operating Account, and, pending such payment, hold those proceeds on trust for the Security Agent.

13.3 **Perfection of Charged Agreements Security**

- (a) Each Chargor will, promptly (and in any event, within five Business Days) following (x) the occurrence of an Event of Default which is continuing or (y) receipt of notice in writing from the Security Agent that the Majority Lenders reasonably consider that it is necessary to protect the priority of the Security created by this deed:
 - (i) give notice (substantially in the form set out in part 1 of schedule 9 (Forms of notice to counterparties)) to the other parties to the Charged Agreements of the Security created

by this deed over its interest therein and provide evidence satisfactory to the Security Agent (acting reasonably) of the delivery of that notice; and

- (ii) use reasonable endeavours to procure that each counterparty promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Agent within 20 Business Days of the notice being given (it being acknowledged that, provided each Chargor has used all reasonable endeavours to obtain such acknowledgement, the obligation described in this sentence shall cease at expiry of the 20 Business Day period).
- (b) Where a party to this deed is a counterparty to a Charged Agreement in existence at the time of creation of Security over it by this deed, the execution of this deed by that party (in whatever capacity) will be treated as notice to and acknowledgement by it (in its capacity as counterparty to any relevant Charged Agreement) of notice of the Security created by this deed and its confirmation of the matters set out in part 1 of schedule 9 (Forms of notice to counterparties).
- (c) Each Chargor will, promptly (and in any event, within five Business Days) following execution of this deed (or as the case may be, the date of the execution of a Security Accession Deed) or, in respect of any Charged Agreement designated as such after the date of execution of this deed or Security Accession Deed (as applicable), following such designation, deliver to the Security Agent a signed notice (substantially in the form set out in part 1 of schedule 9 (Forms of notice to counterparties)). Without limiting the Chargors' obligations under paragraph (a) above, each Chargor authorises the Security Agent to date and send such signed notice to the other parties to the Charged Agreements following:
 - (i) the occurrence of an Event of Default which is continuing; and/or
 - (ii) the Majority Lenders reasonably consider that it is necessary to protect the priority of the Security created by this deed.

If practicable the Security Agent shall give prior written notice to the relevant Chargor of its intention to send any such signed notice but will have no liability for failure to do so.

14. **INSURANCES**

14.1 **Proceeds of Insurances**

- (a) Each Chargor will pay all amounts paid to it under the Insurances into an Operating Account pending application and, pending that payment, hold such amounts on trust for the Security Agent.
- (b) All proceeds received under the Insurances shall (subject to the rights and claims of any person having prior rights to such proceeds):
 - (i) prior to the occurrence of an Event of Default which is continuing, be applied in accordance with the terms of the Facilities Agreement; and
 - (ii) upon the occurrence of an Event of Default which is continuing, be held upon trust for the Security Agent pending payment to the Security Agent for application in accordance with clause 21 (Application of Enforcement Proceeds) and each Chargor waives any right it may have to require that any such proceeds are applied in reinstatement of any part of the Charged Property.

14.2 **Perfection of Insurances Security**

- (a) Each Chargor will, promptly (and, in any event, within five Business Days) following execution of this deed (or, as the case may be, the date of its execution of a Security Accession Deed) or, in respect of any Insurances entered into after the date of execution of this deed or of a Security Accession Deed (as applicable), promptly thereafter:
 - (i) give notice (substantially in the form set out in the part 2 of schedule 9 (Forms of notice to counterparties)) to the other parties to the Insurances of the security created by this

deed over its interest therein and provide evidence satisfactory to the Security Agent (acting reasonably) of the delivery of that notice; and

- (ii) use reasonable endeavours to procure that each counterparty promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Agent within 20 Business Days of the notice being given (it being acknowledged that, provided each Chargor has used all reasonable endeavours to obtain such acknowledgement, the obligation described in this sentence shall cease at expiry of the 20 Business Day period).
- (b) Following an Event of Default which is continuing, each Chargor will, promptly following request by the Security Agent (but subject to the provisions of any lease of the Charged Property), deposit with the Security Agent (or as it shall direct) all policy documents relating to the Insurances.

15. ATTORNEY

- (a) Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, deliver and perfect any deed, agreement or other instrument and to do any act or thing:
 - (i) which that Chargor is required to do by the terms of any Finance Document; and/or
 - (ii) which is for the purpose of enabling the exercise of any rights or powers conferred on the Security Agent or any Receiver by any Finance Document or by law,

and each Chargor covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.
- (b) The power given under paragraph (a) may be exercised at any time after:
 - (i) the expiry of five days following the failure by the relevant Chargor to do that which it is required to do by the terms of any Finance Document; or
 - (ii) an Event of Default has occurred, which is continuing.

16. ENFORCEMENT

16.1 Exercise of Enforcement Powers

At any time after an Event of Default has occurred and is continuing or notice demanding payment of any sum which is then due but unpaid in respect of the Secured Obligations has been given by the Security Agent or any other Secured Party to a Chargor:

- (a) the Security created by or pursuant to this deed is immediately enforceable;
- (b) the Security Agent may enforce all or any part of the Security and take possession of and hold, sell or otherwise dispose and/or deal with all or any part of the Charged Property; and
- (c) the Security Agent may exercise the power of sale and all other rights and powers conferred by this deed or by statute (as varied or extended by this deed) on the Security Agent or on a Receiver, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property.

16.2 Appointment of Receiver or Administrator

- (a) Subject to paragraph (d) and (e) below, if:
 - (i) an Event of Default has occurred and is continuing;

- (ii) notice demanding payment of any sum which is then due but unpaid in respect of the Secured Obligations has been given by the Security Agent or any other Secured Party to any Chargor; or
- (iii) so requested by the relevant Chargor,

the Security Agent may by writing under hand appoint any person (or persons) to be a Receiver of all or any part of the Charged Property.

- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this deed.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed.
- (d) The Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A of the Insolvency Act 1986.
- (e) A Receiver may not be appointed solely by reason of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 in relation to a Chargor, other than in respect of a floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986.

16.3 **Appropriation**

- (a) In this deed, **financial collateral** has the meaning given to that term in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226).
- (b) If:
 - (i) an Event of Default has occurred and is continuing; or
 - (ii) notice demanding payment of any sum which is due but unpaid in respect of the Secured Obligations has been given by the Security Agent or any other Secured Party to any Chargor,

the Security Agent may (upon giving written notice to the Chargors) appropriate all or part of the financial collateral in or towards satisfaction of the Secured Obligations.
- (c) The Security Agent must attribute a value to the appropriated financial collateral in a commercially reasonable manner.
- (d) Where the Security Agent exercises its rights of appropriation and the value of the financial collateral appropriated differs from the amount of the Secured Obligations, as the case may be, either:
 - (i) the Security Agent must, as soon as reasonably practicable, account to the relevant Chargor for the amount by which the value of the appropriated financial collateral exceeds the Secured Obligations; or
 - (ii) where the value of the appropriated financial collateral is less than the Secured Obligations, the Chargors will only remain liable to the Secured Parties for the amount by which the value of the Secured Obligations exceed the appropriated financial collateral.

16.4 **Restriction on Withdrawal of Dealing Authority**

The Security Agent shall not be entitled to give any notice referred to in paragraph 2 of the notice in the form of part 1 (Form of notice to counterparties of Charged Agreements) of schedule 8 (Form of notice to counterparties), paragraph 2 of the notice in the form of part 2 (Form of notice to Insurers) of schedule 8 (Form of notice to counterparties) and paragraph 2(b) of the notice in the form of schedule 10 (Form of notice to Account Banks) unless and until an Event of Default has occurred and is continuing or any of the circumstances described in clause 3.5 (Conversion of Floating Charge) or clause 3.6(b) (Automatic Conversion of Floating Charge) have arisen.

17. **EXTENSION AND VARIATION OF STATUTORY POWERS**

17.1 **Statutory Powers**

The powers conferred on mortgagees, receivers or administrative receivers by statute shall apply to the Security created by this deed, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers conferred by statute and those contained in this deed, those contained in this deed shall prevail.

17.2 **Section 101 LPA Powers**

The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 shall arise on the date of this deed and for that purpose the Secured Obligations are deemed to have fallen due on the date of this deed.

17.3 **Powers of Leasing**

Upon the occurrence of an Event of Default which is continuing, the Security Agent may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

17.4 **Restrictions Disapplied**

The restrictions on the consolidation of mortgages and on exercise of the power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the Security constituted by this deed.

18. **STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER**

18.1 **Receiver as Agent**

Each Receiver shall be the agent of the relevant Chargor which shall be solely responsible for his or her acts or defaults, and for his or her remuneration and expenses, and be liable on any agreements or engagements made or entered into by him or her. The Security Agent will not be responsible for any misconduct, negligence or default of a Receiver.

18.2 **Powers of Receiver**

Each Receiver appointed under this deed shall have all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this deed), so that the powers set out in schedule 1 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the relevant Chargor, each Receiver shall have power to:

- (a) develop, reconstruct, amalgamate or diversify any part of the business of the relevant Chargor;
- (b) enter into or cancel any contracts on any terms or conditions;
- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this Security or not;
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Charged Property, without being responsible for loss or damage;
- (e) establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions;
- (f) make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances;

- (g) exercise all voting and other rights attaching to the Investments and stocks, shares and other securities owned by the relevant Chargor and comprised in the Charged Property;
- (h) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (i) appoint and discharge officers and others for any of the purposes of this deed and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit;
- (j) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Chargor or relating to any of the Charged Property;
- (k) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any Property comprised in the Charged Property;
- (l) purchase or acquire any land or any interest in or right over land;
- (m) exercise on behalf of the relevant Chargor all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Property; and
- (n) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this clause 18.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the relevant Chargor for all such purposes,

and in each case may use the name of any Chargor and exercise the relevant power in any manner which he may think fit.

18.3 **Removal of Receiver**

The Security Agent may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

18.4 **Remuneration of Receiver**

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it. Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this deed.

18.5 **Several Receivers**

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this deed (unless the document appointing such Receiver states otherwise).

19. **PROTECTION OF THIRD PARTIES**

19.1 **No Obligation to Enquire**

No purchaser from, or other person dealing with, the Security Agent, any Receiver or Delegate shall be obliged or concerned to enquire whether:

- (a) the right of the Security Agent or any Receiver to exercise any of the powers conferred by this deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or

- (b) any of the Secured Obligations remain outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

19.2 **Receipt Conclusive**

The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys or other consideration paid to or by the direction of the Security Agent or any Receiver.

20. **PROTECTION OF SECURITY AGENT AND RECEIVER**

20.1 **Role of Security Agent**

The provisions set out in clause 16 (The Common Security Agent) of the Intercreditor Agreement shall govern the rights, duties and obligations of the Security Agent under this deed.

20.2 **Delegation**

The Security Agent may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this deed to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Security Agent will not be liable or responsible to any Chargor or any other person for any losses arising from any act, default, omission or misconduct on the part of any Delegate.

20.3 **No Liability**

Neither the Security Agent nor any Receiver or Delegate shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his or her gross negligence or wilful default.

20.4 **Possession of Charged Property**

Without prejudice to clause 20.3 (No Liability), if the Security Agent or any Delegate enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession (except in the case of gross negligence or wilful default upon its part) and may at any time at its discretion go out of such possession.

21. **APPLICATION OF ENFORCEMENT PROCEEDS**

21.1 **Order of Application**

All proceeds of enforcement (whether cash or non-cash) received or recovered by the Security Agent or any Receiver pursuant to this deed shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified in the Intercreditor Agreement.

21.2 **Suspense Account**

- (a) Until the Secured Obligations are paid in full, each Secured Party may place and keep (to the extent possible and for such time as it shall determine) any recoveries or other proceeds of enforcement (whether cash or non-cash) received pursuant to this deed or otherwise on account of any Chargor's liability in respect of the Secured Obligations in an interest bearing separate suspense account, without having any obligation to apply all or any part of the same in or towards discharge of the Secured Obligations.
- (b) If the Security created by this deed is enforced at a time when no amount is due under the Finance Documents but at the time when amounts may or will become due, a Secured Party may pay any recoveries or other proceeds of enforcement into a suspense account.

22. PROTECTION OF SECURITY

22.1 Continuing Security

This Security is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other matter or thing.

22.2 Other Security

- (a) This Security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other Security or other right which the Security Agent or any other Secured Party may now or after the date of this deed hold for any of the Secured Obligations.
- (b) This Security may be enforced against each Chargor without first having recourse to any other rights of the Security Agent or any other Secured Party.

22.3 Cumulative Powers

- (a) The powers which this deed confers on the Security Agent, the other Secured Parties and any Receiver appointed under this deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate.
- (b) The Security Agent, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever.
- (c) The respective powers of the Security Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

22.4 Amounts Avoided

If any amount paid by a Chargor in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of the relevant Chargor or otherwise, then for the purposes of this deed that amount shall not be considered to have been paid. No interest shall accrue on any such amount, unless and until such amount is so avoided or set aside.

22.5 Discharge Conditional

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

22.6 Waiver of Defences

The obligations of each Chargor under this deed will not be affected by an act, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this deed (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any person;
- (b) the release of any person under the terms of any composition or arrangement;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any person;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any other person;

- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or Security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security; or
- (g) any insolvency or similar proceedings.

22.7 **Non-competition**

Until all amounts which may be or become payable in respect of the Secured Obligations have been irrevocably paid in full and unless the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this deed or by reason of any amounts being payable, or liability arising under this deed:

- (a) to claim any right of indemnity or contribution in respect of any payment made or other satisfaction of that Chargor's liability under this deed;
- (b) to take the benefit (whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents; and/or
- (c) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

Each Chargor shall hold any benefit, payment or distribution received by it contrary to this clause 22.7 (Non-competition) on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with clause 21 (Application of Enforcement Proceeds).

22.8 **Release of Right of Contribution**

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

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

22.9 **Subsequent Security - Ruling-off Accounts**

If the Security Agent or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property which is prohibited by the terms of this deed or any other Finance Document, it may open a new account for the relevant Chargor in its books. If it does not do so then (unless it gives express notice to the contrary to the relevant Chargor), as from the time it receives that notice, all payments made by the relevant Chargor to it shall (in the absence of any express appropriation to the contrary) be treated as having been credited to a new account of the relevant Chargor and not as having been applied in reduction of the Secured Obligations.

22.10 **Redemption of Prior Charges**

The Security Agent may, at any time after an Event of Default has occurred and is continuing, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Chargor.

Each Chargor will on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

23. SET-OFF

- (a) Any Secured Party may set off any matured obligation due from a Chargor under the Finance Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (b) If the relevant obligation or liability of a Chargor is unliquidated or unascertained, the Secured Party may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

24. CHANGES TO PARTIES

24.1 Assignment by the Security Agent

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this deed in accordance with the Finance Documents.

24.2 Changes to Parties

Each Chargor authorises and agrees to changes to parties under clause 24 (Changes to the Lenders) and clause 26 (Changes to the Obligors) of the Facilities Agreement, and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

24.3 Consent of Chargors

Each Chargor consents to the accession to this deed of additional Chargors and agree that any such accession will in no way prejudice the Security granted by it, or affect the covenants given by it, in this deed.

25. CURRENCY

25.1 Conversion

All monies received or held by the Security Agent or any Receiver under this deed may be converted into any other currency which the Security Agent considers necessary to discharge any obligations and liabilities comprised in the Secured Obligations in that other currency at a market rate of exchange then prevailing.

25.2 No Discharge

No payment to the Security Agent (whether under any judgment or court order or otherwise) shall discharge any obligation or liability in respect of which it was made unless and until the Security Agent has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Security Agent shall have a further separate cause of action in relation to the shortfall and shall be entitled to enforce the security constituted by this deed to recover that amount.

26. MISCELLANEOUS

26.1 Certificates Conclusive

A certificate or determination of the Security Agent as to any amount or rate under this deed is, in the absence of manifest error, conclusive evidence of the matter to which it relates.

26.2 Invalidity of any Provision

If any provision of this deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

26.3 Counterparts

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

26.4 Failure to Execute

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

26.5 Covenant to Release

Once all the Secured Obligations have been paid in full and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, any member of the Group the Security Agent and each Secured Party shall, at the request and cost of each Chargor, take any action which is necessary to release the Charged Property from the Security constituted by this deed.

27. GOVERNING LAW AND JURISDICTION

- (a) This deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or any non-contractual obligation arising out of or in connection with this deed) (a **Dispute**).
- (c) 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.

IN WITNESS whereof this deed has been duly executed and delivered on the above date first above written.

SCHEDULE 1**Chargors**

Name	Registered Number
ITS (Holdco) Limited	12320566
ITS (Midco) Limited	15192363
ITS Technology Group Limited	08786229
ITS Telecom Solutions Limited	07612286
BNet Ultra Limited	09827684
ITS Hammersmith and Fulham Limited	09014681
Nextgenaccess Ltd	08689426
ITS Nottingham Limited	10258645

SCHEDULE 2

Property

Registered Land

None as at the date of this deed.

Unregistered Land

None as at the date of this deed.

.

SCHEDULE 3**Subsidiary Shares**

Chargor	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
ITS (Holdco) Limited	ITS Midco Limited	1 ordinary share	None
ITS (Midco) Limited	ITS Technology Group Limited	1,685,767 ordinary shares	None
ITS Technology Group Limited	ITS Telecom Solutions Limited	1 ordinary share	None
ITS Technology Group Limited	BNet Ultra Limited	2 ordinary shares	None
ITS Technology Group Limited	ITS Hammersmith and Fulham Limited	1 ordinary share	None
ITS Technology Group Limited	Nextgenaccess Ltd	200 ordinary shares	None
ITS Technology Group Limited	ITS Nottingham Limited	2 ordinary shares	None

SCHEDULE 4



Operating Accounts

Chargor	Account Bank	Sort Code	Account Number	Account name
ITS Technology Group Limited	Santander	■■■■■	■■■■■	ITS Technology Group Prepayment
		■■■■■	■■■■■	ITS Technology Group Current
		■■■■■	■■■■■	ITS Technology Group Deposit
ITS Hammersmith and Fulham Limited	Santander	■■■■■	■■■■■	ITS Hammersmith and Fulham Current
ITS Telecom Solutions Limited	Santander	■■■■■	■■■■■	ITS Telecoms Solutions Current
		■■■■■	■■■■■	ITS Telecom Solutions Deposit
NextGenAccess Ltd	Natwest	■■■■■	■■■■■	NEXTGENACCESS LTD
		■■■■■	■■■■■	NEXTGENACCESS LTD
		■■■■■	■■■■■	NEXTGENACCESS LTD

SCHEDULE 5**Charged Agreements**

Counterparty	Group Company(ies)	Contract Type	Date
ITS Technology Group Limited ITS (Midco) Limited	ITS (Holdco) Limited ITS (Midco) Limited	Intra Group Loan (Aviva Intra-Group Loan (as defined in the Facilities Agreement))	On or about the date of this deed
ITS (Midco) Limited	ITS (Holdco) Limited	Intra Group Loan (as set out in the Intercompany Balances Letter (as defined in the Facilities Agreement))	On or about the date of this deed
ITS Technology Group Limited	ITS (Midco) Limited	Intra Group Loan (as set out in the Intercompany Balances Letter (as defined in the Facilities Agreement))	On or about the date of this deed

SCHEDULE 6**Intellectual property****Trade Marks**

Chargor	Description of IP	Mark	Registration number	Class(es)	Jurisdiction
ITS Technology Group Limited	FasterCX Britain Figurative mark		3637954	9, 35, 37, 38 and 42.	United Kingdom
ITS Technology Group Limited	its figurative mark		3637949	9, 35, 37, 38 and 42.	United Kingdom
ITS Technology Group Limited	ITS word mark	"ITS"	3637940	9, 35, 37, 38 and 42.	United Kingdom

Patents

None

Domain names

Chargor	Domain names
ITS Technology Group Limited	connectingyoutomore.co.uk connectingyoutomore.com digitalgreenwichconnect.co.uk digitalgreenwichconnect.com faster-britain.co.uk faster-britain.com faster-britain.uk faster-ireland.co.uk faster-ireland.com fasterbritain.co.uk fasterbritain.com fasterbritain.uk fasterireland.co.uk

	fasterireland.com
	fibrebritain.co.uk
	fibrebritain.com
	focusgroup-portal.uk
	its-team.co.uk
	its-technology.co.uk
	its-technologygroup.com
	its-tg.net
	itsfibrenetworks.co.uk
	itsfibrenetworks.com
	itspartnerportal.co.uk
	itstechnologygroup-nottingham.co.uk
	itstechnologygroup-nottingham.com
	itstechnologygroup-skylon.co.uk
	itstechnologygroup-skylon.com
	itstechnologygroup.co.uk
	itstechnologygroup.com
	itstechnologygroup.uk
	itstg.co.uk
	lcr-connect.co.uk
	lcr-connect.com
	lcrconnect.co.uk
	lcrconnect.com
	lcrnetwork.uk
	nextgenaccess.com
	nextgenbb.com
	partnerportal-uat-development.co.uk
	partnerportal-uat-staging.co.uk
	rbg-connect.co.uk
	rbg-connect.com
	rbg-connect.net

	rbg-connect.org
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SCHEDULE 7

Deliberately omitted

SCHEDULE 8

Insurance Policies

None as at the date of this deed.

SCHEDULE 9

Forms of notice to counterparties

Part 1

Form of notice to counterparties of Charged Agreements

To: **[insert name and address of counterparty]**

Dated: ●

Re: [here identify the relevant Charged Agreement] (the "Agreement")

We notify you that **[insert name of Chargor]** (the **Chargor**) has assigned to **[insert name of Security Agent]** (the **Security Agent**) for the benefit of itself and certain other parties (the **Secured Parties**) all its right, title and interest in the Agreement as security for certain obligations owed by the Chargor and others to the Secured Parties.

We further notify you that:

1. the Chargor may not amend or terminate the Agreement without the prior written consent of the Security Agent;
2. you may continue to deal with the Chargor in relation to the Agreement until you receive written notice to the contrary from the Security Agent. Thereafter, the Chargor 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 Security Agent;
3. you are authorised to disclose information in relation to the Agreement to the Security Agent on request;
4. after receipt of written notice in accordance with paragraph 2 above, you must pay all monies to which the Chargor is entitled under the Agreement direct to the Security Agent (and not to the Chargor) unless the Security Agent otherwise agrees in writing; and
5. the provisions of this notice may only be revoked with the written consent of the Security Agent.

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

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) you have not received notice that the Chargor has assigned or charged its 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; and
- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor any right of set-off, counter-claim or other right relating to the Agreement.

The provisions of this notice are governed by English law.

Yours faithfully

.....

Name:

for and on behalf of

[insert name of Chargor]

[On acknowledgement copy]

To: ***[insert name and address of Security Agent]***

Copy to: ***[insert name and address of Chargor]***

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above.

.....

Name:

for and on behalf of

[insert name of Counterparty]

Dated: ●

Part 2

Form of notice to insurers

To: **[insert name and address of insurance company]**

Dated: ●

Re: **[here identify the relevant insurance policy(ies)]** (the "Policies")

We notify you that **[insert name of Chargor]** (the **Chargor**) has assigned to **[insert name of Security Agent]** (the **Security Agent**) for the benefit of itself and certain other parties (the **Secured Parties**) all its right, title and interest in the benefits arising under the Policies (including rights of recovery and proceeds) as security for certain obligations owed by the Chargor and others to the Secured Parties. The Chargor remains the insured person under the Policies.

We further notify you that:

1. the Chargor may not amend or terminate the Policies without the prior written consent of the Security Agent;
2. you may continue to deal with the Chargor in relation to the Policies until you receive written notice to the contrary from the Security Agent. Thereafter, the Chargor will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Security Agent;
3. you are authorised to disclose information in relation to the Policies to the Security Agent on request; and
4. the provisions of this notice may only be revoked with the written consent of the Security Agent.

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

- (a) you agree to act in accordance with the provisions of this notice;
- (b) you have noted the Security Agent's interest as first mortgagee and as first loss payee on the Policies;
- (c) after receipt of a written notice in accordance with paragraph 2 above, you will pay all monies to which the Chargor is entitled under the Policies direct if they exceed £[●] to the Security Agent (and not to the Chargor) unless the Security Agent otherwise agrees in writing;
- (d) you will not cancel or otherwise allow the Policies to lapse without giving the Security Agent not less than 14 days' written notice;
- (e) you have not received notice that the Chargor has assigned or charged its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party; and
- (f) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Policies.

The provisions of this notice are governed by English law.

Yours faithfully

.....

Name:

for and on behalf of

[insert name of Chargor]

[On acknowledgement copy]

To: **[insert name and address of Security Agent]**

Copy to: **[insert name and address of Chargor]**

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (f) above.

.....

Name:

for and on behalf of

[insert name of insurance company]

Dated:



SCHEDULE 10

Form of notice to Account Banks

To: **[insert name and address of Account Bank]** (the **Account Bank**)

Dated: ●

Re: **[Name of Chargor] - Security over Bank Accounts**

We notify you that **[Name of Chargor]** (the **Customer**) has charged in favour of **[insert name of Security Agent]** (the **Security Agent**) for the benefit of itself and certain other parties all of its right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice (the **Charged Accounts**) and to all interest (if any) accruing on the Charged Accounts.

1. We irrevocably authorise and instruct you:
 - (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect; and
 - (b) to disclose to the Security Agent any information relating to the Customer and the Charged Accounts which the Security Agent may from time to time request you to provide.
2. We also advise you that:
 - (a) by counter-signing this notice the Security Agent confirms that the Customer may make withdrawals from the Charged Accounts until such time as the Security Agent shall notify you in writing that their permission is withdrawn. That permission may be withdrawn or modified by the Security Agent in its absolute discretion at any time; and
 - (b) the provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent.
3. Please sign and return the enclosed copy of this notice to the Security Agent by way of your confirmation that:
 - (a) you agree to act in accordance with the provisions of this notice;
 - (b) you have not received notice that the Customer has assigned or charged its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party;
 - (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Agent; and
 - (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against the Customer, any right of set-off, counter-claim or other right relating to the Charged Accounts.

The provisions of this notice are governed by English law.

Schedule

Customer

●

Account Number

●

Sort Code

●

Yours faithfully,

.....

Name:

for and on behalf of

[Name of Chargor]

Counter-signed by

.....

Name:

for and on behalf of

[Insert name of Security Agent]

[On acknowledgement copy]

To: **[Insert name and address of Security Agent]**

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (d) above.

.....

Name:

for and on behalf of

[Insert name of Account Bank]

Dated: ●

SCHEDULE 11

Form of Security Accession Deed

**[THIS INSTRUMENT MUST BE REGISTERED AT THE COMPANIES REGISTRY
CONSIDER OTHER NECESSARY FILINGS]**

THIS SECURITY ACCESSION DEED is made on ●

BETWEEN:

- (1) ● (a company incorporated in [●] with registered number ●) (the **New Chargor**); and
- (2) ● as security trustee for itself and the other Secured Parties (the **Security Agent**).

RECITAL:

This deed is supplemental to a debenture dated ● between, inter alia, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the **Debenture**).

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture have the same meaning when used in this deed.

1.2 Construction

Clause 1.2 (Construction) of the Debenture will be deemed to be set out in full in this deed, but as if references in that clause to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Covenant to Pay

The New Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on written demand the Secured Obligations when they fall due for payment.

2.3 Fixed Charges

Subject to clauses 3.7(a) (Leases Restricting Charging) and 3.9(a) (Charged Agreements Restricting Charging) of the Debenture, the New Chargor, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of first legal mortgage, all Property (including as specified in schedule 1 (Property)); and
- (b) by way of first fixed charge:
 - (i) all other interests (not effectively charged under clause 2.3(a)) in the Property;

- (ii) all Subsidiary Shares (including as specified in schedule 2 (Subsidiary Shares));
- (iii) all Investments (other than the Subsidiary Shares);
- (iv) all Equipment;
- (v) all Book Debts;
- (vi) all Operating Accounts (including as specified in schedule 3 (Operating Accounts));
- (vii) all Intellectual Property (including as specified in schedule 4 (Intellectual Property));
- (viii) its goodwill and uncalled capital; and
- (ix) to the extent not effectively assigned by clause 3.2 (Security Assignment):
 - (A) the Charged Agreements; and
 - (B) the Insurances.

2.4 **Security Assignment**

Subject to clauses 3.7(a) (Leases Restricting Charging), 3.8(a) (Intellectual Property Restricting Charging) and 3.9(a) (Charged Agreements Restricting Charging) of the Debenture, as further security for the payment and discharge of the Secured Obligations, the New Chargor assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in the following assets, both present and future, and in each case, all Related Rights:

- (a) the Charged Agreements (including as specified in schedule 5 (Charged Agreements)); and
- (b) the Insurances (including as specified in schedule 8 (Insurance Policies)).

provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of the New Chargor re-assign the relevant rights, title and interest in the assigned assets to the New Chargor (or as it shall direct).

2.5 **Fixed Security**

Clause 3.1 (Fixed Charges) and clause 3.2 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

2.6 **Floating Charge**

As further security for the payment and discharge of the Secured Obligations, the New Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 3.1 (Fixed Charges) or assigned under clause 3.2 (Security Assignment) and, in each case, all Related Rights.

3. **INCORPORATION INTO DEBENTURE**

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed.

4. **NOTICES**

The New Chargor confirms that its address details for notices in relation to clause [25] (Notices) of the Debenture are as follows:

Address: ●

Attention: ●

5. **LAW**

This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed (including any non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law.

IN WITNESS whereof this deed has been duly executed and delivered on the date first above written.

SCHEDULE 1

Freehold and Leasehold Property

SCHEDULE 2

Subsidiary Shares

SCHEDULE 3

Operating Accounts

SCHEDULE 4

Intellectual Property

SCHEDULE 5

Charged Agreements

SCHEDULE 6

Insurance Policies

SIGNATORIES TO DEED OF ACCESSION

New Chargor

Executed as a deed by [*insert name in bold and upper case*]:)
)
)
)

Director
.....
Name:

Director/Secretary
.....
Name:

OR

Executed as a deed by)
[*insert name of company in bold and upper case*])
case]:)
)

Signature of director
.....

Name of director
.....

Signature of witness
.....

Name of witness
.....

Address of witness
.....
.....

Occupation of witness
.....
.....

Notice Details

Address:

Attention:

The Security Agent

Signed for and on behalf of [*insert name of*
Security Agent in bold and upper case]:

)
)
)
)

.....
.....
Name:

Notice Details

Address:

Attention:

SIGNATORIES TO DEBENTURE

Chargors

Executed as a deed by
ITS (HOLDCO) LIMITED:

)
)
)
)

Signature of director

DocuSigned by:
[Redacted Signature]

CFEACA598A004E3...

Name of director

Andrew Simpson

Signature of witness

DocuSigned by:
[Redacted Signature]

67EF077FE424D0...

Name of witness

Carl Kameen

Address of witness

[Redacted Address]

Occupation of witness

[Redacted Occupation]

Notice Details

Address: 6600 Cinnabar Court Daresbury Park
Daresbury
Warrington, England
WA4 4GE

Email: carl.kameen@itstechnologygroup.com

Executed as a deed by **ITS (MIDCO) LIMITED:**)
)
)
)

Signature of director

DocuSigned by:
[Redacted Signature]
C9EACA598A004E3...

Name of director

Andrew Simpson

Signature of witness

DocuSigned by:
[Redacted Signature]
67EF077FE4244D0...

Name of witness

Carl Kameen

Address of witness

[Redacted Address]

Occupation of witness

[Redacted Occupation]

Notice Details

Address: 6600 Cinnabar Court Daresbury Park
Daresbury
Warrington, England
WA4 4GE

Email: carl.kameen@itstechnologygroup.com

Executed as a deed by **ITS TECHNOLOGY**
GROUP LIMITED:

Signature of director

DocuSigned by:
[Redacted Signature]
C9EACA598A004E3...

Name of director

Andrew Simpson

Signature of witness

DocuSigned by:
[Redacted Signature]
67EF077FE4244D0...

Name of witness

Address of witness

Carl Kameen

[Redacted Address]

Occupation of witness

[Redacted Occupation]

Notice Details

Address: 6600 Cinnabar Court Daresbury Park
Daresbury
Warrington, England
WA4 4GE

Email: carl.kameen@itstechnologygroup.com

Executed as a deed by **ITS TELECOM
SOLUTIONS LIMITED**

)
)
)
)

Signature of director

DocuSigned by:
[Redacted Signature]
6FEACA598A004E3...

Name of director

Andrew Simpson

Signature of witness

DocuSigned by:
[Redacted Signature]
67EF077FE4244D0...

Name of witness

Address of witness

Carl Kameen

[Redacted Address]

Occupation of witness

[Redacted Occupation]

Notice Details

Address: 6600 Cinnabar Court Daresbury Park
Daresbury
Warrington, England
WA4 4GE

Email: carl.kameen@itstechnologygroup.com

Executed as a deed by **BNET ULTRA LIMITED**

)

)

)

)

DocuSigned by:

CFEAC598A004E3...

Signature of director

Name of director

Andrew Simpson

Signature of witness

DocuSigned by:

67EF077FE4244D0...

Name of witness

Carl Kameen

Address of witness

Occupation of witness

Notice Details

Address: 6600 Cinnabar Court Daresbury Park
Daresbury
Warrington, England
WA4 4GE

Email: carl.kameen@itstechnologygroup.com

Executed as a deed by **ITS HAMMERSMITH
AND FULHAM LIMITED**

)
)
)
)

Signature of director

DocuSigned by:
[Redacted Signature]

CFEACA598A004E3...

Name of director

Andrew Simpson

Signature of witness

DocuSigned by:
[Redacted Signature]

67EF077FE4244D0...

Name of witness

Address of witness

Carl Kameen

[Redacted Address]

Occupation of witness

[Redacted Occupation]

Notice Details

Address: 6600 Cinnabar Court Daresbury Park
Daresbury
Warrington, England
WA4 4GE

Email: carl.kameen@itstechnologygroup.com

Executed as a deed by **NEXTGENACCESS LTD**

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

DocuSigned by:
[Redacted Signature]
C9EACA598A004E3...

Andrew Simpson

DocuSigned by:
[Redacted Signature]
67EF077FE4244D0...

Carl Kameen

[Redacted Address]

[Redacted Occupation]

Notice Details

Address: 6600 Cinnabar Court Daresbury Park
Daresbury
Warrington, England
WA4 4GE

Email: carl.kameen@itstechnologygroup.com

Executed as a deed by **ITS NOTTINGHAM
LIMITED**

)
)
)
)

Signature of director

DocuSigned by:
[Redacted Signature]
...CFEACA598A004E3...

Name of director

Andrew Simpson

Signature of witness

DocuSigned by:
[Redacted Signature]
...67EF077FE4244D0...

Name of witness

Address of witness

Carl Kameen

[Redacted Address]

Occupation of witness

[Redacted Occupation]

Notice Details

Address: 6600 Cinnabar Court Daresbury Park
Daresbury
Warrington, England
WA4 4GE

Email: carl.kameen@itstechnologygroup.com

Security Agent

Signed for and on behalf of GLAS TRUST)	
CORPORATION LIMITED:)
)	Name:
)	

Notice Details

Address: 55 Ludgate Hill, Level 1 West, London EC4M 7JW, United Kingdom

Email: TMG@Glas.agency

Attention: TMG