

MR01

Particulars of a charge

196270 / 13

ashurst

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

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

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is a
instrument Use form MR08

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

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

☒ You **must** enclose a certified copy of the instrument with this form. This
must be scanned and placed on the public record. **Do not send the original.**



1 Company details

Company number 0 8 9 1 8 0 2 2

Company name in full SC MEZZANINE LIMITED

For official use

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 1 1 0 7 2 0 1 4

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

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

Name BARCLAYS BANK PLC

Name

Name

Name

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

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

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

None

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☒ Yes Continue

☐ No Go to **Section 7**

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

☒ Yes

7

Negative Pledge

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

☒ Yes

☐ No

8

Trustee statement ^①

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X

Ashurst LLP

X

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

MR01

Particulars of a charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name JREESH/OAMOS/B180 00209/36312090

Company name
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111

**Certificate**

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

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

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

**Important information**

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

**How to pay**

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

Make cheques or postal orders payable to 'Companies House'

**Where to send**

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

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

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

For companies registered in Northern Ireland

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

**Further information**

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8918022

Charge code: 0891 8022 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th July 2014 and created by SC MEZZANINE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th July 2014.

Given at Companies House, Cardiff on 25th July 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



EXECUTION VERSION

Mezzanine Only Debenture

SC Mezzanine Limited
as First Chargor

and

Barclays Bank PLC
as Mezzanine Security Agent

Certified as a true
copy of the original
instrument executed
by SC Mezzanine
Limited save for the
material redacted
pursuant to section
859B of the Companies
Act 2006, together
with copy signature
pages of the person
entitled to the charge.

Ashurst LLP

The rights and obligations of the parties to this Deed are
subject to an Intercreditor Agreement and a Subordination
Deed (each as defined in this Deed)

11 JULY 2014

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This Deed is made on 11 July 2014 between

- (1) **SC MEZZANINE LIMITED**, a company incorporated in England and Wales with company number 08918022, (the "**First Chargor**"), and
- (2) **BARCLAYS BANK PLC** in its capacity as "**Mezzanine Security Agent**" on behalf of the Mezzanine Secured Parties

1. **INTERPRETATION**

1.1 **Expressly defined terms**

In this Deed, the following words and phrases have the specified meanings

"Accounts" means the Mezzanine Finance Account and the Mezzanine General Account,

"Associated Rights" means, in relation to any asset, all proceeds of sale of such asset, all rights, powers, benefits, covenants, warranties, guarantees or Security given or implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset, and any monies and proceeds paid or payable in respect of such asset

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

"Bank Balances" means all monies (including interest) from time to time standing to the credit of any and all present or future accounts which a Chargor has, or has an interest in, with any bank, financial institution, or other person (including the Specified Bank Balances) and any other cash cover or suspense account established pursuant to any of the Finance Documents and all indebtedness represented by any such accounts. For the avoidance of doubt, this does not include any deposits which are held by any Obligor under the terms of an Agreed Form Student Lease or any deposits held pursuant to the "Deposit Protection Service" scheme, which in case have not yet been unconditionally released to the relevant Obligor

"Book Debt Account" means, in relation to any Chargor, such specially designated account with the Mezzanine Security Agent or such other account with such other bank as the Mezzanine Security Agent may from time to time direct for the purposes of Clause 7.6 (Collection of book debts) and for the avoidance of doubt shall not include the Accounts

"Charged Contracts" means, in relation to any Chargor, those contracts (if any) brief particulars of which are set out in Schedule 2 (Charged Contracts) in respect of each Chargor

"Charged Debts" means all book and other debts and all other rights and claims charged to the Mezzanine Security Agent pursuant to Clause 3.1.3 (First fixed charges in respect of book debts)

"Chargor" means the First Chargor, or any company which becomes a Party by executing and delivering a Deed of Accession (together the "**Chargors**")

"COMI" means centre of main interests (as that term is used in Article 3(1) of the EC Regulation)

"Companies Act" means the Companies Act 2006

"Deed of Accession" means a deed substantially in the form set out in Schedule 7 (Form of Deed of Accession) subject to such variations as the Mezzanine Security Agent shall agree

"Delegate" means any delegate, agent, attorney or trustee appointed by the Mezzanine Security Agent.

"Derivative Payment" means, in relation to an asset, any damages, compensation, remuneration, profit, bonus, royalties, fee, rent, income or other benefit which the relevant Chargor may derive from or be awarded or entitled to in respect of such asset

"Discharge Date" means the date with effect from which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full

"Distribution Rights" means all Dividends, all shares or other property derived from any relevant Investment (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise) and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any relevant Investment.

"Dividends" means all dividends, distributions, interest and other income paid or payable on or derived from any relevant Investment

"EC Regulation" means The Council of the European Union Regulation No 1346/2000 on Insolvency Proceedings

"Enforcement Party" means any of the Mezzanine Security Agent, a Receiver or a Delegate

"Establishment" means, in relation to any Chargor, an establishment as that term is defined in relation to a debtor in Article 2 (h) of the EC Regulation

"Facility Agreement" means a mezzanine facility agreement made on or about the date of this Deed between, amongst others, the First Chargor as borrower and Barclays Bank PLC as arranger, original lender, agent and mezzanine security agent

"Finance Documents" has the meaning ascribed to the term **"Finance Documents"** in the Facility Agreement.

"Finance Party" has the meaning ascribed to the term **"Finance Party"** in the Facility Agreement

"Floating Charge Assets" means, at any time, all of the Secured Assets which are at that time the subject of any floating charge created by this Deed

"Insolvency Act" means the Insolvency Act 1986

"Intercompany Balances" means any intercompany loans made by any Chargor to any other member of the Group under the terms of the Facility Agreement.

"Intercreditor Agreement" means the intercreditor agreement to be entered into on or about the date of this Deed between amongst others, the Mezzanine Security Agent, HSBC Bank PLC, The Royal Bank of Scotland plc, HSBC Corporate Trustee Company (UK) Limited, the Finance Parties and the Chargor

"Investment" means, in respect of any Chargor, any negotiable instrument, certificate of deposit, debenture, share (including, save where the context otherwise requires, any of the Shares) or other investment (as specified for the purposes of section 22 of the Financial Services and Markets Act 2000 as at the date of this Deed) now or in the future owned by such Chargor, in each case whether held directly by, or to the order of, such Chargor or by any trustee, nominee, fiduciary or clearance system on behalf of such Chargor, and also including any rights in respect of such Investment against any such trustee, nominee, fiduciary or clearing system

"LPA" means the Law of Property Act 1925

"Mezzanine Finance Account" has the meaning ascribed to that term in the Mezzanine Facility Agreement and is more particularly described in Schedule 1 (Bank accounts)

"Mezzanine General Account" has the meaning ascribed to that term in the Mezzanine Facility Agreement and is more particularly described in Schedule 1 (Bank accounts)

"Mezzanine Material Event of Default" has the meaning ascribed to the term **"Mezzanine Material Event of Default"** in the Intercreditor Agreement

"Mezzanine Secured Party" has the meaning ascribed to the term **"Mezzanine Secured Party"** in the Facility Agreement

"Obligor" has the meaning ascribed to the term **"Obligor"** in the Facility Agreement

"Party" means an original party to this Deed or any person which becomes a party by the execution and delivery of a Deed of Accession

"Receiver" means any one or more receivers and managers or (if the Mezzanine Security Agent so specifies in the relevant appointment) receivers appointed by the Mezzanine Security Agent pursuant to this Deed in respect of any Chargor or in respect of the Secured Assets of any Chargor

"Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226) or equivalent legislation in applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements

"Secured Assets" means the assets the subject of any Security created by this Deed

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor and each grantor of Security to the Mezzanine Secured Parties (or any of them) under each or any of the Finance Documents together with all costs, charges and expenses incurred by any Mezzanine Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents

"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 Period" means the period beginning on the date of this Deed and ending on the Discharge Date

"Shares" means (in relation to each Chargor) the Specified Shares and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities now or in the future owned by such Chargor from time to time, or any in which it has an interest.

"Specified Bank Balances" means all monies (including interest) from time to time standing to the credit of the accounts specified in Schedule 1 (Bank accounts), as such accounts may be re-designated and/or re-numbered from time to time, and all indebtedness represented by any such account

"Specified Shares" means in relation to a Chargor the Shares specified in Schedule 3 (Shares) opposite its name

"Subordination Deed" means a subordination deed entered into on or about the date of this Deed between, amongst others, the Mezzanine Security Agent, HSBC Bank PLC, The

Royal Bank of Scotland plc, HSBC Corporate Trustee Company (UK) Limited, the Finance Parties and the Chargor.

"Third Parties Act" means the Contracts (Rights of Third Parties) Act 1999.

1 2 **Definitions contained in the Facility Agreement**

Except where this Deed expressly states otherwise each term used in this Deed which is defined in the Facility Agreement has the same meaning as in the Facility Agreement, construed in accordance with the Facility Agreement

1 3 **Construction**

In this Deed

1 3 1 unless a contrary indication appears, a reference to

- (a) **"assets"** includes present and future properties, revenues and rights of every description,
- (b) **"guarantee"** means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in, or loan to, any person or to purchase assets of any person, where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness,
- (c) **"indebtedness"** includes any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent,
- (d) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality),
- (e) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation,
- (f) **"set-off"** includes analogous rights and obligations in jurisdictions other than England and Wales, and
- (g) the **"First Chargor"**, the **"Mezzanine Security Agent"**, any **"Chargor"**, a **"Party"** or **"Obligor"**, any **"Finance Party"**, or any of the **"Mezzanine Secured Parties"**, shall be construed so as to include its successors in title, permitted assigns and permitted transferees,

1 3 2 where something (or a list of things) is introduced by the word **"including"**, or by the phrase **"in particular"**, or is followed by the phrase **"or otherwise"**, the intention is to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used),

1 3 3 unless this Deed expressly states otherwise or the context requires otherwise,
(a) each reference in this Deed to any provision of any statute or of any subordinate legislation means, at any time, the relevant provision as in force at

that time (even if it has been amended or re-enacted since the date of this Deed) and (b) each reference in this Deed to any provision of any statute at any time includes any subordinate legislation made pursuant to or in respect of such provisions as in force at such time (whether made before or after the date of this Deed and whether amended or re-enacted since the date of this Deed),

- 1 3 4 each reference to this Deed (or to any other agreement, instrument or deed) means, at any time, this Deed (or as applicable such other agreement, instrument or deed) as amended, novated, supplemented, extended, or restated, at that time, provided that the relevant amendment, novation, supplement, extension, substitution or restatement does not breach any term of this Deed or of any of the Finance Documents,
- 1 3 5 the index and Clause and Schedule headings are for ease of reference only,
- 1 3 6 in relation to any Chargor which becomes a Party upon the execution and delivery of a Deed of Accession, (a) where any assets are identified by reference to a Schedule this includes assets identified in any corresponding or analogous Schedule to such Deed of Accession and (b) provisions which apply by reference to the date of execution of this Deed shall apply by reference to the date of execution of such Deed of Accession,
- 1 3 7 where the terms of the Facility Agreement conflict with the terms of this Deed, the Facility Agreement shall prevail,
- 1 3 8 there is only one Chargor and terms and phrases such as **"the Chargers"**, **"each Chargor"** and the **"relevant Chargor"** shall be construed accordingly, and
- 1 3 9 references to any Security **"created by this Deed"** are to be deemed to include such Security created, constituted, given, made or extended by, under or pursuant to this Deed

1 4 **Third Party Rights**

No person has any right under the Third Parties Act to enforce or enjoy the benefit of any term of this Deed, other than an Enforcement Party, which may do so, or any other person, to the extent that this Deed or any other of the Finance Documents expressly provides for it to do so. No consent of any person who is not a Party is required to rescind or vary this Deed at any time. This Clause 1 4 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Third Parties Act

1 5 **Incorporation of other terms**

- 1 5 1 The terms of the other Finance Documents under which the Secured Obligations arise and of any side letters between any Chargor and the Mezzanine Secured Parties or any of them relating to the Secured Obligations are incorporated into this Deed to the extent required for any purported disposition of the Secured Assets contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1 5 2 Without prejudice to the operation of any applicable term of the Facility Agreement or any other Finance Document, the provisions of clauses 8 6 (Default Interest), 24 (Property Undertakings), 31 8 (Currency of account), 31.9 (Change of currency), 33 1 (Communications in writing), 33 3 (Delivery), 33 5 (Electronic communication), 33 6 (English language), 37 (Amendments and Waivers) and 39 (Counterparts) of the Facility Agreement shall apply

(mutatis mutandis) to this Deed as if set out in this Deed in full and as if any reference in any such clause to **"this Agreement"** were a reference to **"this Deed"**

2 COVENANT TO PAY

Each Chargor, as primary obligor and not merely as surety, covenants with the Mezzanine Security Agent that it will pay, discharge and perform the Secured Obligations on demand when the Secured Obligations become due

3 SECURITY

3.1 Fixed charges

Each Chargor, as a continuing Security for the payment, discharge and performance of the Secured Obligations, charges in favour of the Mezzanine Security Agent the following assets both present and future

- 3.1.1 **First fixed charge on Specified Shares** - by way of first fixed charge, (a) the Specified Shares and (b) the Distribution Rights (if any) from time to time accruing to or on such Specified Shares,
- 3.1.2 **First fixed charge on Investments** - by way of first fixed charge, (a) all Investments (but not including Shares which are subject to a valid fixed charge under Clause 3.1.1 (First fixed charge on Specified Shares)) and (b) all Distribution Rights from time to time accruing to or on such Investments,
- 3.1.3 **First fixed charges in respect of book debts** - by way of first fixed charge, (a) all present and future book and other debts, revenues and monetary claims of or owing to such Chargor and (b) all rights and claims of whatever nature of such Chargor now, or which may at any time be, held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims,
- 3.1.4 **First fixed charge on Specified Bank Balances** - by way of first fixed charge, all of the Specified Bank Balances in respect of such Chargor,
- 3.1.5 **First fixed charge on other Bank Balances** - by way of first fixed charge, all of its Bank Balances (but not including Bank Balances which are subject to a valid fixed charge under Clause 3.1.4 (First fixed charge on Specified Bank Balances)),
- 3.1.6 **First fixed charges in respect of Authorisations** - to the extent that such Authorisations and Derivative Payments are incapable for any reason of being effectively assigned pursuant to Clauses 3.2.1 (Authorisations) or 3.2.4 (*Associated Rights and Derivative Payments*) respectively but are capable of being effectively charged, by way of first fixed charge, (a) the benefit of all Authorisations held or utilised by such Chargor in connection with its business or the use of any of its assets and (b) the right to recover and receive all Derivative Payments which may at any time become payable to such Chargor in respect of such Authorisations,
- 3.1.7 **First fixed charge on contracts** - to the extent that they do not fall within any other provision of this Clause 3.1 (Fixed charges) and are not effectively assigned under Clause 3.2.2 (Charged Contracts), by way of first fixed charge all of its rights under each agreement or document to which such Chargor is a party,

- 3 1 8 **First fixed charge on goodwill and uncalled capital** - by way of first fixed charge, all the goodwill and uncalled capital of such Chargor,
- 3 1 9 **First fixed charge on other Associated Rights** - by way of first fixed charge, the benefit of all Associated Rights relating to any of the assets of such Chargor, in each case to the extent that such Associated Rights are capable of being made the subject of a fixed charge and are not otherwise the subject of any valid fixed charge pursuant to this Deed, and
- 3.1 10 **First fixed charge on Intercompany Balances** – to the extent that such Intercompany Balances are incapable for any reason of being effectively assigned pursuant to Clause 3 2 3 (Intercompany Balances) but are capable of being effectively charged, all receivables due to a Chargor in respect of any Intercompany Balances made available by such Chargor

3 2 **Assignments by way of security**

As further continuing security for the payment of the Secured Obligations, each Chargor assigns absolutely by way of security to the Mezzanine Security Agent all (if any) its rights, title and interest in and to the following assets

- 3 2 1 **Authorisations** - all Authorisations held or utilised by such Chargor in connection with its business or the use of any of its assets and the benefit of any Derivative Payment in respect of such Authorisations,
- 3 2 2 **Charged Contracts** - the Charged Contracts and the benefit of any Derivative Payment in respect of the Charged Contracts,
- 3 2 3 **Intercompany Balances** – any Intercompany Balances made from one Chargor to another Chargor, together with all present and future claims, causes of action and payments and proceeds in respect thereof, and
- 3 2 4 **Associated Rights and Derivative Payments** - any Associated Rights or Derivative Payment which are not the subject of a valid fixed charge pursuant to Clause 3 1 (Fixed charges) of this Deed or valid assignment pursuant to Clauses 3 2 1 (Authorisations) and 3 2 2 (Charged Contracts) and which relate to any of the assets of such Chargor, whether or not such assets are subject to a valid legal mortgage, fixed charge or assignment pursuant to this Deed

3 3 **Notice of charge and assignment**

- 3.3 1 Each Chargor shall promptly give notice of each charge or assignment of all (if any) its right, title and interest in and to
- (a) the Charged Contracts, by sending a notice in the form of Schedule 4 (*Form of notice to counterparties of Charged Contracts*) (with such amendments as the Mezzanine Security Agent may reasonably agree and/or require) duly completed to each of the other parties to the Charged Contracts, and
- (b) all Bank Balances, by sending a notice in the form of Schedule 5 (*Form of notice to bank operating secured account*) (with such amendments as the Mezzanine Security Agent may reasonably agree and/or require) duly completed to each bank or financial institution with whom an Account is maintained
- 3.3.2 The Chargor shall use reasonable endeavours to procure that each such other party delivers an acknowledgement to the Mezzanine Security Agent materially in the form of the acknowledgement of notice endorsed on a copy of the

relevant notice as set out in Schedule 4 (*Form of notice to counterparties of Charged Contracts*) or Schedule 5 (*Form of notice to bank operating secured account*) (as applicable)

3 4 Exercise of rights under Charged Contracts

- 3 4 1 Whilst no Mezzanine Material Event of Default exists, the Mezzanine Security Agent shall permit the relevant Chargor to exercise its rights under any of the Charged Contracts to which it is party, provided that the exercise of those rights in the manner proposed would not result in a Mezzanine Material Event of Default
- 3 4 2 Where a Mezzanine Material Event of Default exists, the relevant Chargor shall, if requested by the Mezzanine Security Agent, exercise its rights under the Charged Contracts only in accordance with the instructions of the Mezzanine Security Agent

3 5 Floating charge

- 3 5 1 As further continuing security for the payment, discharge and performance to the Mezzanine Security Agent of the Secured Obligations, each Chargor charges in favour of the Mezzanine Security Agent, by way of first floating charge, all its assets and undertaking, wherever located, both present and future
- 3 5 2 The floating charge created by Clause 3 5 1 is deferred, in relation to each Chargor, in point of priority to all fixed Security validly and effectively created by such Chargor under any of the Transaction Security Documents in favour of the Mezzanine Security Agent as security for the Secured Obligations

3 6 Conversion of floating charge

- 3 6 1 The Mezzanine Security Agent may, at any time, by notice in writing to any Chargor, convert any floating charge created by this Deed into a fixed charge as regards such assets as it shall specify in the relevant notice if
- (a) a Mezzanine Material Event of Default has occurred, or
 - (b) the Mezzanine Security Agent is of the view (acting reasonably) that (a) such assets are in danger of being seized, (b) any legal process or execution is being enforced against such assets, or (c) such assets are otherwise in jeopardy
- 3 6 2 By way of further assurance, such Chargor shall, promptly following service of such notice upon it, execute a fixed charge over such assets in such form as the Mezzanine Security Agent shall reasonably require but which shall be on terms consistent with and no more onerous than the terms of this Deed

3 7 Automatic conversion of floating charge

In addition to any circumstances in which any floating charge created under this Deed will crystallise automatically under the general law, and without prejudice to the operation of Clause 3.6 (Conversion of floating charge)

- 3 7 1 if any Chargor creates (or purports to create) any Security on or over any of the Floating Charge Assets (other than as permitted under the terms of the Facility Agreement) without the prior written consent of the Mezzanine Security Agent, or

- 3 7 2 if any Chargor convenes any meeting of its members to consider a resolution in relation to its winding up, or if a liquidator, administrative receiver, receiver, administrator or another similar officer is appointed in respect of such Chargor or any of its assets,

then and in any such event, any floating charge created by this Deed in relation to such Chargor shall, without any notice being given under Clause 3 6 (*Conversion of floating charge*) and immediately upon such event occurring, be converted into a fixed charge over all the assets which immediately prior to such conversion comprised the Floating Charge Assets of such Chargor

3 8 **Continuing security**

The provisions of this Deed will apply at all times until the Discharge Date (a) regardless of the date on which any of the Secured Obligations was incurred and (b) in respect of the full amount of the Secured Obligations at the relevant time even if, at some other time, the amount of the Secured Obligations has been less than the amount outstanding at the relevant time or there has been no part of the Secured Obligations outstanding

3 9 **Miscellaneous**

- 3 9 1 All the Security created by this Deed by any Chargor is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- 3 9 2 Clauses 3 1 1 to 3 1 8 (Fixed charges) inclusive shall be read and construed as if each asset described, and each asset comprised within any category of asset described, in each such Clause were expressed, separately and specifically, to have been made subject to a first fixed charge, and the validity and effectiveness of each such fixed charge will not be prejudiced by any other such first fixed charge being found not to be fully valid or effective as such
- 3 9 3 The fact that no, or incomplete, details of any particular Secured Assets are included or inserted in any relevant Schedule shall not affect the validity or enforceability of the charges created by this Deed

4 **FURTHER ASSURANCE**

Each Chargor shall (and the First Chargor shall procure that each other Chargor will)

- 4 1 promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Mezzanine Security Agent may reasonably specify (and in such form as the Mezzanine Security Agent may reasonably require) but which shall be on terms consistent with and no more onerous than the terms of this Deed) in favour of the Mezzanine Security Agent or its nominee(s) (a) to perfect the Security created or intended to be created or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Mezzanine Security Agent provided by or pursuant to this Deed, (b) to confer on the Mezzanine Security Agent or the Finance Parties Security over any property or assets of such Chargor located in England and Wales or any other jurisdiction equivalent or similar to the Security intended to be created, or expressed to be created, by this Deed, and/or (c) following the occurrence of a Mezzanine Material Event of Default, to facilitate the realisation of the assets which are, or are intended to be, the subject of this Deed,
- 4 2 take all such action as is available to it (including making all filings and registrations and the payment of all fees and Taxes) 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 Mezzanine Security Agent by or pursuant to this Deed, and

- 4 3 notify the Mezzanine Security Agent prior to the acquisition (and in any case not later than 5 Business Days prior to such acquisition) of and promptly upon completion of the acquisition of any freehold, leasehold or immovable property (wherever situated) by it after the date of this Deed and, if requested by the Mezzanine Security Agent, promptly execute such form of Security as the Mezzanine Security Agent may reasonably require (but which shall be on terms consistent with and no more onerous than the terms of this Deed) at the relevant Chargor's expense

5 **NEGATIVE PLEDGE**

During the Security Period, the Chargor undertakes to the Mezzanine Security Agent that it will comply with the provisions of clause 22 3 (Negative Pledge) of the Facility Agreement

6 **REPRESENTATIONS AND WARRANTIES**

- 6 1 Each Chargor represents and warrants to the Mezzanine Security Agent on the date of this Deed in the terms of the Repeating Representations, in each case as if expressly set out in this Deed and so far as applicable to such Chargor or the Secured Assets of such Chargor Each of the Repeating Representations is made by reference to the facts and circumstances existing at the date of this Deed or, where deemed pursuant to Clause 6 3 to be repeated at a later date, by reference to the facts and circumstances existing at each such later date

- 6 2 Each Chargor further represents and warrants as follows

- 6 2 1 **Commercial benefit** - it enters into this Deed in good faith and for the purposes of the promotion of the success of its business and has given due consideration to the terms and conditions of the documents evidencing the Secured Obligations and of this Deed and has satisfied itself that there are reasonable grounds for believing that by executing this Deed it will derive commercial benefit,

6 2 2 **Matters affecting Shares -**

- (a) it is and will remain the sole beneficial owner of the Specified Shares and of any other Shares acquired by it, or in which it has acquired a beneficial interest, after the date of this Deed,
- (b) it has not nominated another person or persons to enjoy or exercise all or any of its rights as the registered holder of the Specified Shares and (save where the Specified Shares have been registered in the name of the Mezzanine Security Agent or its nominee pursuant to the provisions of this Deed and save as otherwise agreed by the Mezzanine Security Agent) it is and will remain the absolute legal owner of the Specified Shares,
- (c) the Shares are fully paid and neither the Shares nor the Distribution Rights attributable to the Shares are subject to any lien, charge, equity, encumbrance, option to purchase or similar rights of any person, other than as permitted under the Facility Agreement,
- (d) the Mezzanine Security Agent is entitled to be registered or to require a nominee to be registered as a member of each of the relevant companies to which such Shares relate without any right of the board of directors of any such company to refuse registration or to consent to such registration only subject to satisfaction of conditions,

6 2 3 **Priority of Security** – the Security created by this Deed constitutes first priority Security over the assets which are expressed to be subject to such Security and those assets are not subject to any other Security, other than Security permitted under the terms of the Facility Agreement, and

6 2 4 **Centre of main interests** - for the purposes of the EC Regulation its COMI is situated in England and Wales and it has no Establishment in any other jurisdiction

6 3 Each of the Repeating Representations and each of the further representations and warranties set out in Clause 6 2 (other than those at Clause 6 2 1 (Commercial benefit) which are not repeated) shall be deemed to be repeated on each day during the Security Period on which the Repeating Representations set out in clause 19 (Representations) of the Facility Agreement are, or are deemed to be, made or repeated

7 **UNDERTAKINGS**

Throughout the Security Period, each Chargor undertakes to the Mezzanine Security Agent in the terms of the following provisions of this Clause 7

7 1 **Not jeopardise Security** - It will not (and, without prejudice to Clause 7 7 3, (Shares and other Investments) will procure that no nominee will) do or omit to do anything, or allow anything to be done or omitted, the result of which may be in any way to depreciate, jeopardise or otherwise prejudice the value to the Mezzanine Security Agent of the Security created by this Deed or the priority of its ranking as expressed in this Deed

7 2 **Observe covenants** - It will observe and perform all covenants and stipulations from time to time on its part to be performed or observed and affecting any of the Secured Assets

7 3 **Observe laws** - It will comply in all respects with all laws to which it may be subject, if failure so to comply has or is reasonably likely to have a Material Adverse Effect and will comply with all notices, orders, injunctions and mandatory proposals served on it, issued or made by any local or other authority or governmental agency, or by its landlords relating to any of the Secured Assets or its use of them, and will serve within any relevant time limit any counter-notice necessary to preserve the value of any such Secured Assets

7 4 **Effect registrations** - It will effect all registrations, make all filings or applications and pay all Taxes, rents, fees or dues (unless being contested in good faith and by appropriate means) necessary to keep in full force and effect, and where necessary to renew or extend, all the Secured Assets and such Chargor's right to make full use and enjoy the full benefit of the Secured Assets

7 5 **Proceedings** - At its own cost and expense, it will use reasonable endeavours to enforce, institute, continue or defend all proceedings affecting the Secured Assets, their state or condition or continued use or value so as to preserve to the fullest extent the value to the Mezzanine Security Agent of the Security created by this Deed

7 6 **Collection of book debts**

7 6 1 It will collect (as agent for the Mezzanine Security Agent) all Charged Debts and pay into the Accounts in accordance with the terms of the Facility Agreement or following the occurrence of a Mezzanine Material Event of Default such other account with such other bank as the Mezzanine Security Agent may from time to time direct, all money which it shall receive in respect of such Charged Debts immediately upon receipt and pending such payment it will hold all such money upon trust for the Mezzanine Security Agent

- 7.6.2 It will not, without the prior written consent of the Mezzanine Security Agent, charge, factor, discount or assign any of the Charged Debts in favour of any other person or purport to do so
- 7.6.3 It will not, without the prior consent of the Mezzanine Security Agent, withdraw all or any monies from time to time standing to the credit of the Book Debt Account attributable to it or any other Specified Bank Balances charged to the Mezzanine Security Agent pursuant to the provisions of Clause 3.1.4 (First fixed charge on Specified Bank Balances)

7.7 Shares and other Investments

- 7.7.1 It will promptly and in any event within five Business Days of receipt of them, deliver to the Mezzanine Security Agent copies of all notices, circulars, letters, reports, accounts and other communications with shareholders relating to its holding of the Shares
- 7.7.2 It will pay all calls or other payments due and payable in respect of any of the Shares and if it fails to do so the Mezzanine Security Agent may pay the calls or other payments on its behalf
- 7.7.3 Save with the prior written consent of the Mezzanine Security Agent, it will not (a) take any action by or as a consequence of which the rights attaching to the Shares are altered or diluted or the issued capital of any of the companies whose Shares are charged by this Deed is increased, nor (b) participate in any rights issue relating to the Shares, nor (c) apply for, or consent to, the conversion of any Shares held in certificated form into uncertificated form
- 7.7.4 Except where the Mezzanine Security Agent requires it to do so, it will not nominate another person or persons to enjoy or exercise all or any of its rights as the registered holder of the Shares
- 7.7.5 If the Mezzanine Security Agent reasonably requires it to do so, it will take all steps within its power to procure that any of the companies to which the Shares relate will make such changes to its respective articles of association as may be necessary, pursuant to section 145 of the Companies Act 2006, to permit it to nominate the Mezzanine Security Agent or a nominee of the Mezzanine Security Agent to exercise or enjoy all of any of such Chargor's rights as a registered holder of the Shares of such company
- 7.7.6 In respect of the Specified Shares which are held within CREST or otherwise in uncertificated form, and any further Shares in uncertificated form which it subsequently acquires, it will provide such information, give such instructions and enter into such documents as the Mezzanine Security Agent may reasonably require to perfect the Security created by this Deed over such Shares
- 7.7.7 Immediately following the execution of this Deed it will deliver to the Mezzanine Security Agent (or as it shall direct) all bearer instruments, share certificates and other documents of title to or evidence of ownership of the Investments and/or the Distribution Rights owned by it or in which it has an interest together with (in the case of Shares, other than bearer instruments, held in certificated form) instruments of transfer in respect of each of the Shares executed in blank (except for the number and class of Shares and the name of the transferor) and left undated
- 7.7.8 If it acquires Investments, whether pursuant to its Distribution Rights or for any other reason, after the date of this Deed, the provisions of Clause 7.7.3

and the remaining provisions of this Clause 7.7 shall apply to such Investments

- 7.7.9 The Mezzanine Security Agent may, at any time after the occurrence of a Mezzanine Material Event of Default, complete the instruments of transfer on behalf of such Chargor in favour of itself or such other person as it shall select, and such Chargor shall procure that such instruments of transfer are immediately registered in the statutory registers of the relevant company and that share certificates in the name of the Mezzanine Security Agent and/or its nominee(s) in respect of the Shares to which such instrument of transfer relates are delivered to the Mezzanine Security Agent as soon as reasonably practicable, but in any event no later than 5 Business Days after the date upon which the Mezzanine Security Agent has delivered the relevant instrument of transfer
- 7.7.10 Until the occurrence of a Mezzanine Material Event of Default, but not after such occurrence, such Chargor will be entitled to receive and retain all Dividends and will be entitled to exercise all voting and other rights and powers attaching to the Shares, provided that it will not exercise any such voting rights or powers in a manner which would prejudice the value of, or the ability of the Mezzanine Security Agent to realise, the Security created by this Deed
- 7.7.11 It shall give to the Mezzanine Security Agent reasonable notice of the manner in which it proposes to exercise the rights and powers referred to in Clause 7.7.10.
- 7.7.12 Throughout the period following the occurrence of a Mezzanine Material Event of Default (the "**default period**"), any Dividends will be received by such Chargor on trust for the Mezzanine Security Agent and paid into a separate account or otherwise dealt with as directed by the Mezzanine Security Agent, and such Chargor shall, if the Mezzanine Security Agent so reasonably requires, during the default period, exercise all voting and other rights and powers attaching to the Shares as the Mezzanine Security Agent shall direct
- 7.7.13 At any time when any Investments are registered in the name of the Mezzanine Security Agent or its nominee
- (a) for so long as there is no Mezzanine Material Event of Default, the Mezzanine Security Agent will (so far as is consistent with the Security created by this Deed) exercise any applicable voting or other rights and powers in accordance with the directions of such Chargor and account to such Chargor for any Dividends, but
 - (b) upon the occurrence of a Mezzanine Material Event of Default the Mezzanine Security Agent may exercise or refrain from exercising such voting or other rights and powers as it thinks fit and may retain any Dividends, but in any case the Mezzanine Security Agent will not be under any duty to ensure that any Dividends are duly and promptly paid or received by it or its nominee, nor to verify that the correct amounts are paid or received by it or its nominee, nor to take any action in connection with the taking up of any Distribution Rights in respect of or in substitution for, any of those Investments
- 7.8 **Charged Contracts** - It will perform all its obligations under the Charged Contracts in a diligent and timely manner, not make or agree to make any amendments or modifications to the Charged Contracts (save for amendments made in accordance with the terms of the Facility Agreement), nor waive any of its rights under the Charged Contracts, nor

exercise any right to terminate any of the Charged Contracts, except, in any case, with the prior written consent of the Mezzanine Security Agent and will promptly inform the Mezzanine Security Agent of any material disputes relating to the Charged Contracts

- 7 9 **Deposit of documents** - It will promptly at the Mezzanine Security Agent's request deposit with the Mezzanine Security Agent (or as the Mezzanine Security Agent directs) or ensure the same are held to the order of the Mezzanine Security Agent pursuant to a solicitor's undertaking from a firm of solicitors regulated by the Law Society of England and Wales (and approved for this purpose by the Mezzanine Security Agent), in form and substance satisfactory to the Mezzanine Security Agent, all documents relating to the Secured Assets as the Mezzanine Security Agent may from time to time reasonably require
- 7 10 **Retention of documents** - The Mezzanine Security Agent may retain any document delivered to it pursuant to Clause 7 9 (Deposit of documents) or otherwise until the Discharge Date and if, for any reason, the Mezzanine Security Agent ceases to hold any such document before such time, it may, by notice to such Chargor, require that the relevant document be redelivered to it and such Chargor shall comply (or procure compliance) with such notice within five Business Days of demand.
- 7 11 **Power to remedy** - If such Chargor fails to comply with any of the covenants and undertakings set out or referred to in Clauses 7 1 (Not jeopardise Security) to Clause 7 10 (Retention of documents) inclusive, it will allow (and irrevocably authorises) the Mezzanine Security Agent and/or such persons as the Mezzanine Security Agent nominates to take on behalf of such Chargor such action (including the making of payments) as the Mezzanine Security Agent may consider necessary to protect any relevant assets against the consequences of such failure to comply and/or to ensure compliance with such covenants and undertakings

8 **ENFORCEABILITY**

For the purposes of all powers implied by the LPA or any other applicable legislation, the Secured Obligations shall be deemed to have become due and payable and this Deed will become immediately enforceable and the powers of the Mezzanine Security Agent and any Receiver will become exercisable on the date of this Deed, but, as between the Mezzanine Security Agent and each Chargor, the power of the Mezzanine Security Agent to enforce the Security created by this Deed shall be exercisable only upon the occurrence of a Mezzanine Material Event of Default (unless there has been a request from such Chargor to the Mezzanine Security Agent for the appointment of a Receiver, in which case it will be exercisable at any time following the making of such request)

9 **ENFORCEMENT OF SECURITY**

- 9.1 At any time after the Mezzanine Security Agent's power of sale has become exercisable, the Mezzanine Security Agent may, without further notice, (a) appoint one or more than one person to be Receiver in respect of the Secured Assets or any of them and, if more than one person is appointed as Receiver, such appointees may act jointly and severally or individually, (b) take possession of the Secured Assets, and/or (c) in its absolute discretion enforce all or any part of the Security created by this Deed in such other lawful manner as it thinks fit. The Mezzanine Security Agent may remove any person from appointment as Receiver and may appoint another person as Receiver. The Mezzanine Security Agent may also appoint an additional Receiver
- 9 2 The Receiver will, so far as the law permits, be the agent of each Chargor in respect of which the Receiver is appointed and each such Chargor alone will be responsible for the acts or defaults of the Receiver and will be liable (save in the case of gross negligence or wilful default) on any contracts or obligations made or entered into by the Receiver. The Mezzanine Security Agent will not be responsible for any misconduct, negligence or

default of the Receiver. The powers of the Receiver will continue in full force and effect following any liquidation of the relevant Chargor.

- 9.3 The remuneration of the Receiver may be fixed by the Mezzanine Security Agent but will be payable by the relevant Chargor. The amount of the remuneration will form part of the Secured Obligations.
- 9.4 The Receiver will have the power, on behalf and at the cost of each Chargor in respect of which the Receiver is appointed, (a) to do or omit to do anything which he considers appropriate in relation to the Secured Assets and (b) to exercise all or any of the powers conferred on the Receiver or the Mezzanine Security Agent under this Deed or conferred upon administrative receivers by the Insolvency Act (even if he is not an administrative receiver), or upon receivers by the LPA or any other statutory provision (even if he is not appointed under the LPA or such other statutory provision) but so that if there is any ambiguity or conflict between the powers contained in such legislation and those contained in this Deed, those contained in this Deed shall prevail.
- 9.5 Without prejudice to the general powers set out in Clause 9.4, a Receiver will also have the powers and discretions set out in Schedule 6 (Receiver's specific powers).
- 9.6 If (notwithstanding any representation or warranty to the contrary contained in this Deed) there shall be any Security affecting the Secured Assets or any of them which ranks in priority to the Security created by this Deed and the holder of such prior Security takes any steps to enforce such Security, the Mezzanine Security Agent or any Receiver may, at its option, take a transfer of, or repay the indebtedness secured by, such Security.
- 9.7 The Mezzanine Security Agent may, at any time after this Deed has become enforceable pursuant to Clause 8 (Enforceability), exercise, to the fullest extent permitted by law, all or any of the powers, authorities and discretions conferred on a Receiver by this Deed, whether as attorney of any Chargor or otherwise and whether or not a Receiver has been appointed.
- 9.8 The Mezzanine Security Agent may, in writing, either in its appointment of a Receiver or by subsequent notice to that Receiver, restrict the right of such Receiver to exercise all or any of the powers conferred on a Receiver by this Deed.
- 9.9 Paragraph 14 of schedule B1 to the Insolvency Act applies to the floating charges created under this Deed.

10 PAYMENTS, ACCOUNTS AND APPLICATION OF PROCEEDS

- 10.1 **Right of appropriation** - Subject to the provisions of Clause 10.8 (Recoveries by Receiver), to the extent that any of the Secured Assets constitute 'financial collateral' and this Deed and the obligations of the Chargors under it constitute a 'financial collateral arrangements' (in each case as defined in, and for the purposes of, the Regulations), the Mezzanine Security Agent shall have the right to appropriate all or any part of it in or towards discharge of the Secured Obligations and transfer title in and to it to the Mezzanine Security Agent. For this purpose, the Parties agree that the value of the financial collateral so appropriated shall be

10.1.1 in the case of cash, the amount standing to the credit of each account, together with any accrued but unpaid interest, at the time the right of appropriation is exercised, and

10.1.2 in the case of Investments, the market price determined by the Mezzanine Security Agent by reference to a public index or by such other process as the Mezzanine Security Agent may select, including independent valuation.

In each case, the Parties agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations

Where the Mezzanine 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

- 10 1.3 the Mezzanine Security Agent must account to the Chargors for the amount by which the value of the appropriated financial collateral exceeds the Secured Obligations, or
- 10 1.4 the Chargors will remain liable to the Mezzanine Secured Parties for any amount whereby the value of the appropriated financial collateral is less than the Secured Obligations
- 10 2 **No set-off by Chargors** - No Chargor shall exercise any right of set-off or counterclaim it might have in respect of any payment due to the Mezzanine Security Agent under this Deed
- 10 3 **Mezzanine Security Agent's rights of set-off** - The Mezzanine Security Agent may, at any time after this Deed has become enforceable, and without notice (a) combine or consolidate all or any of a Chargor's then existing accounts with, and liabilities to, the Mezzanine Security Agent, (b) set-off or transfer any sums standing to the credit of any one or more of such accounts, and/or (c) set-off any other matured obligation owed by the Mezzanine Security Agent to any such Chargor, in or towards satisfaction of any of the Secured Obligations, and if any amount is in a different currency from the amount against which it is to be set-off, the Mezzanine Security Agent may convert either amount (or both) at any reasonable time and at any reasonable rate. The Mezzanine Security Agent shall notify such Chargor in writing that any such transaction has taken place
- 10 4 **Suspense Account** - The Mezzanine Security Agent may, at any time, credit to an interest-bearing suspense account any money received by it under this Deed, to be held for so long as and on such terms as the Mezzanine Security Agent may determine pending its application (together with accrued interest, if any) towards discharging the Secured Obligations, provided that all amounts standing to the credit of any such account shall be applied in satisfaction of the Secured Obligations once such amounts are sufficient to discharge the Secured Obligations in full
- 10 5 **New account** - If the Mezzanine Security Agent receives notice of a subsequent mortgage or charge relating to the Secured Assets, it will be entitled to close any account and to open a new account in respect of the closed account. If the Mezzanine Security Agent does not open such new account, it will in any event be treated as if it had done so at the time when it received such notice
- 10 6 **Time deposit** - Without prejudice to the provisions of Clause 10 3 (Mezzanine Security Agent's rights of set-off), if at any time any Chargor has made a deposit with the Mezzanine Security Agent on terms that it will be repaid on a specified date (a "**Time Deposit**") then (a) if the Mezzanine Security Agent has made any demand under Clause 2 (Covenant to Pay), it may vary the terms of such Time Deposit so that it becomes repayable immediately or on any other date before such specified date, or (b) if a Mezzanine Material Event of Default has arisen but no amount of Secured Obligations has fallen due before such specified date, the Mezzanine Security Agent may renew such Time Deposit for such further maturity as the Mezzanine Security Agent in its absolute discretion determines
- 10 7 **Calculations** - The Mezzanine Security Agent's calculation of any amount payable by any Chargor under this Deed at any time will be conclusive (unless it has made an obvious

mistake) provided that, subject to clause 28 14 (Confidentiality) of the Facility Agreement, the Mezzanine Security Agent shall be obliged upon reasonable request to provide supporting calculations in respect of such calculation or determination

10 8 **Recoveries by Receiver** - The proceeds arising from the exercise of the powers of the Receiver will, subject to any claims ranking in priority to the Secured Obligations, be applied in accordance with clause 15 1 (Order of application) of the Intercreditor Agreement

10 9 **Tax gross-up** - The provisions of clause 12 (Tax Gross Up and Indemnities) of the Facility Agreement shall apply to any payments made by any Chargor under or pursuant to this Deed

10 10 **Currency of payment** - No payment to the Mezzanine Security Agent (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of any Chargor in respect of which it was made unless and until the Mezzanine Security Agent shall have received payment in full in the relevant currency specified in the relevant Facility Agreement. To the extent that the amount of any such payment shall, on actual conversion into such currency, fall short of such obligation or liability expressed in that currency, the Mezzanine Security Agent shall have a further separate cause of action against such Chargor and shall be entitled to enforce the Security created by this Deed to recover the amount of the shortfall

10 11 **Currency conversion** - All money received or held by the Mezzanine Security Agent or any Receiver under this Deed may be converted into such other currency as the Mezzanine Security Agent considers reasonably necessary to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Mezzanine Security Agent's spot rate of exchange then prevailing for purchasing that other currency with the existing currency

11 **PROTECTION OF THIRD PARTIES**

11 1 **No duty to enquire** - A buyer from, or other person dealing with, any Enforcement Party will not be concerned to enquire whether any of the powers which such Enforcement Party has exercised or purported to exercise has arisen or become exercisable and may assume that it is acting in accordance with this Deed

11 2 **Receipt conclusive** - The receipt of the Mezzanine Security Agent or any Receiver shall be an absolute and conclusive discharge to a purchaser of the Secured Assets and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Mezzanine Security Agent or any Receiver

12 **PROTECTION OF MEZZANINE SECURITY AGENT**

12 1 **Mezzanine Security Agent's receipts** - The Mezzanine Security Agent shall not be obliged to account to any Chargor, nor to any other person, for anything other than its own actual receipts which have not been distributed or paid to the person entitled (or whom the Mezzanine Security Agent, acting reasonably, believes to be entitled) in accordance with the requirements of this Deed

12 2 **Exclusion of liability**

12 2 1 No Enforcement Party will be liable to any Chargor for any expense, loss, liability or damage incurred by such Chargor arising out of the exercise by such Enforcement Party of its rights or powers or any attempt or failure to exercise those rights or powers, except for any expense, loss, liability or damage arising from its gross negligence, fraud or wilful misconduct

- 12 2 2 No Chargor may take any proceedings against any officer, employee or agent of any Enforcement Party in respect of any claim it might have against such Enforcement Party or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Deed save in the case of wilful default or gross negligence
- 12 2 3 Any officer, employee or agent of any Enforcement Party may rely on this clause 12 under the Third Parties Act
- 12 3 **Effect of possession** - If the Mezzanine Security Agent or any Receiver enters into possession of the Secured Assets or any of them, this will not oblige either the Mezzanine Security Agent or the Receiver to account as mortgagee in possession, and if at any time the Mezzanine Security Agent enters into possession of the Secured Assets or any of them it may at any time at its discretion go out of such possession
- 12 4 **Immediate recourse** – It shall not be necessary for the Mezzanine Security Agent before taking any enforcement under this Deed to enforce or seek to enforce any guarantee or other security or other rights whether from or against a Chargor or any other person.
- 13 **POWER OF ATTORNEY**
- 13 1 Each Chargor irrevocably and by way of security appoints the Mezzanine Security Agent and each Receiver and any person nominated for the purpose by the Mezzanine Security Agent or the Receiver (in writing, under hand, signed by an officer of the Mezzanine Security Agent or by the Receiver) severally to be the attorney of such Chargor (with full power of substitution and delegation) for the purposes set out in Clause 13 2 and Clause 13 3 below
- 13.2 Prior to a Mezzanine Material Event of Default, the power of attorney granted in Clause 13 1 allows the Mezzanine Security Agent or the relevant nominee, in the name of the relevant Chargor, on its behalf, as its act and deed and at its expense to execute and deliver (using the Chargor's seal where appropriate) any document or do any act or thing which the Chargor is obliged to execute or do under this Deed but has failed to execute or do
- 13 3 Following a Mezzanine Material Event of Default, the power of attorney granted in Clause 13 1 allows the Mezzanine Security Agent, the Receiver or the relevant nominee, in the name of the relevant Chargor, on its behalf, as its act and deed and at its expense to perfect the Security created by the Chargor under this Deed and to execute and deliver (using the Chargor's seal where appropriate) any document or do any act or thing which the Chargor may, ought or has agreed to execute or do under this Deed or which the attorney may in its absolute discretion consider appropriate in connection with the exercise of any of the rights, powers, authorities or discretions of the Mezzanine Security Agent or the Receiver under, or otherwise for the purposes of, this Deed
- 13 4 Each Chargor covenants with the Mezzanine Security Agent to ratify and confirm all acts or things made, done or executed by any attorney exercising or purporting to exercise the powers conferred in accordance with this Clause 13
- 14 **APPLICATION, VARIATION AND EXTENSION OF STATUTORY PROVISIONS**
- 14 1 The covenants set out in sections 2 to 5 of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to bind a Chargor only if, in any case, the relevant covenant imposes upon such Chargor a burden, liability or obligation that would not otherwise arise under this Deed
- 14 2 For the purposes only of section 101 of the LPA, (but otherwise subject to the provisions of Clause 8 (Enforceability)), the conditions set out in that section, as to when the powers conferred on a mortgagee by that section arise, do not apply and the Secured Obligations

become due and the statutory power of sale and other powers of enforcement arise immediately following the execution of this Deed. The Mezzanine Security Agent and any Receiver may exercise the statutory power of sale conferred by the LPA free from the restrictions imposed by section 103 of the LPA, which shall not apply to this Deed.

- 14.3 The power of sale and the other powers conferred by the LPA or otherwise are extended and varied to authorise the Mezzanine Security Agent in its absolute discretion to do all or any of the things or exercise all or any of the powers which a Receiver is empowered to do or exercise under this Deed.
- 14.4 The restriction on the consolidation of mortgages in section 93 of the LPA does not apply to this Deed nor to any Security given to the Mezzanine Security Agent pursuant to this Deed. Section 109(1) of the LPA shall not apply to this Deed. Sections 105, 107(2), 109(6) and 109(8) of the LPA will not apply to the Mezzanine Security Agent nor to a Receiver appointed under this Deed.
- 14.5 The statutory and other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by any Chargor in relation to the Secured Assets or any part of them. The restrictions on the powers of the Mezzanine Security Agent or the Receiver to grant leases or to accept the surrender of leases in sections 99 and 100 of the LPA do not apply to this Deed.

15 OTHER MISCELLANEOUS PROVISIONS

- 15.1 Except where expressly stated to the contrary, the powers, rights and remedies provided in this Deed are in addition to (and not instead of) powers, rights and remedies under law.
- 15.2 If an Enforcement Party fails to exercise any power, right or remedy under this Deed or delays its exercise of any power, right or remedy, this does not mean that it waives that power, right or remedy. If an Enforcement Party exercises, or partly exercises, a power, right or remedy once, this does not mean that it cannot exercise such power right or remedy again, fully or in part.
- 15.3 The Mezzanine Security Agent may decide when and how to apply any payments and distributions received for its own account under this Deed, and also, as between the Mezzanine Security Agent and any Chargor, whether and, if so, when, how and to what extent (a) to exercise its rights under this Deed and (b) to exercise any other right it might have in respect of any Chargor (or otherwise) without, in any case, any Chargor having the right to control or restrict the Mezzanine Security Agent's exercise of this discretion.
- 15.4 No provision of this Deed will interfere with the Mezzanine Security Agent's right to arrange its affairs as it may in its absolute discretion decide (nor oblige it to disclose any information relating to its affairs), except as expressly stated.
- 15.5 Each Chargor authorises the holder of any prior or subsequent Security to provide to the Mezzanine Security Agent, and the Mezzanine Security Agent to receive from such holder, details of the state of account between such holder and such Chargor.
- 15.6 No Chargor shall assign, novate or otherwise deal with its rights or obligations under or interests in this Deed, except with the prior written consent of the Mezzanine Security Agent.
- 15.7 The Mezzanine Security Agent may at any time assign, novate or otherwise deal with any rights or obligations under or interests in this Deed in accordance with the terms of the Intercreditor Agreement.

- 15 8 If, at any time, there has been a release, settlement or discharge of any Chargor's obligations under this Deed and, as a consequence of any insolvency proceedings (or analogous proceedings) or for any other reason, (a) any payment made to any person in respect of any of the Secured Obligations is required to be repaid and/or (b) any such payment or any Security (or other right) held by the Mezzanine Security Agent in respect of any of the Secured Obligations (whether under this Deed or otherwise) is void, is set aside or is otherwise affected, then the relevant Chargor's obligations under this Deed shall continue in effect as if there had been no such release, settlement or discharge and as if the relevant payment had not been made and/or (as applicable) the relevant Security (or other right) had not been held by the Mezzanine Security Agent, and accordingly (but without limiting the Mezzanine Security Agent's other rights under this Deed) the Mezzanine Security Agent shall be entitled to recover from such Chargor the value which the Mezzanine Security Agent has placed upon such Security or the amount of any such payment as if such payment, settlement or discharge had not occurred
- 15 9 If the Mezzanine Security Agent, acting reasonably, considers that any amount paid by any Chargor in respect of the Secured Obligations is capable of being avoided or ordered to be refunded or reduced for the reasons set out in Clause 15 8, then for the purposes of this Deed such amount shall not be considered to have been irrevocably paid
- 15 10 To the extent that any Chargor may be entitled in any jurisdiction to claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process of any kind wherever it might originate, or to the extent that in any such jurisdiction there may be attributed to such Chargor or its assets such immunity (whether or not claimed), it irrevocably agrees not to claim and irrevocably waives such immunity to the fullest extent permitted by the laws of such jurisdiction
- 15 11 On the Discharge Date (but subject to Clauses 15 8 and 15 9) the Mezzanine Security Agent shall, at the cost of each Chargor, execute and do all deeds, acts and things as may be necessary to release the Secured Assets from the Security created by this Deed and re-assign the Secured Assets to the relevant Chargor
- 15.12 Each Chargor (other than the First Chargor) by its execution of this Deed irrevocably appoints the First Chargor to act on its behalf as its agent in relation to any Security Document and irrevocably authorises
- 15 12 1 the First Chargor on behalf of such Chargor to supply to the Mezzanine Security Agent all information concerning such Chargor contemplated by this Deed and to complete and give all notices, requests and instructions, to execute on its behalf any other Security Document, to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by such Chargor, notwithstanding that they may affect such Chargor, without (in any case) further reference to or the consent of such Chargor, and
- 15 12 2 the Mezzanine Security Agent to give or make to the First Chargor (and not to such Chargor) any notice, demand or other communication concerning such Chargor pursuant to the Transaction Security Documents,
- and in each case such Chargor shall be bound as though such Chargor itself had given the information, notices, requests and instructions or executed or made such other Transaction Security Documents or such agreements, or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication
- 15 13 Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the First Chargor

or given to the First Chargor under or in connection with any other Security Document on behalf of another Chargor (whether or not known to any other Chargor and whether occurring before or after such other Chargor became a Chargor under this Deed) shall be binding for all purposes on that Chargor as if that Chargor had expressly made, given or concurred with it. In the event of any conflict between any notices or other communications of the First Chargor and any other Chargor, those of the First Chargor shall prevail.

- 15.14 The obligations of each Chargor under Clause 2 (Covenant to Pay) are unconditional and neither the provisions of this Deed nor the obligations of any Chargor will be affected by the occurrence or existence at any time of any of the following events or circumstances or by any person's knowledge or lack of knowledge as to any such matter: (a) any person's insolvency or lack of capacity, power or authority, (b) any unenforceability, illegality or invalidity of any obligation of any person, (c) any change in the constitution, membership, ownership, legal form, name or status of any person, (d) the making, amendment or termination of any other deed or agreement, (e) any amendment, novation, re-statement or substitution of, or any supplement to, any other deed or agreement, (f) any increase or reduction in the amount of any person's indebtedness or any alteration of any term, condition or arrangement in respect of any person's indebtedness, (g) any person taking or omitting to take any steps in relation to (i) any Chargor or any other person, (ii) any of the Secured Obligations, (iii) any Security, guarantee or other financial support in respect of any indebtedness and/or (iv) any other asset, or (h) anything else which, although it could affect the liability of a surety, would not affect the liability of a principal debtor.

15.15 Immediate recourse

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

15.16 Non-competition

- 15.16.1 Unless the Mezzanine Security Agent otherwise directs, no Chargor shall at any time during the Security Period exercise any rights which it may have by reason of performance by it of its obligations under this deed or by reason of any amount being payable, or liability arising, under this deed:

- (a) to be indemnified by any other person,
- (b) to claim any contribution from any guarantor of the Secured Obligations or any person's obligations under any Finance Document,
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under any Finance Document or of any other guarantee or Security taken pursuant to, or in connection with, any Finance Document by any Finance Party,
- (d) to bring legal or other proceedings for an order requiring any person to make any payment, or perform any obligation, in respect of which it has given a guarantee, undertaking or indemnity or granted any Security under this deed,
- (e) to exercise any right of set-off against any other person, and/or
- (f) to claim or prove as a creditor of any person in competition with any Finance Party.

- 15 17 If any Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Finance Parties by it under or in connection with this Deed to be repaid in full on trust for the Finance Parties and shall promptly pay or transfer the same to the Mezzanine Security Agent or as the Mezzanine Security Agent may direct for application in accordance with Clause 10 (Payments, Accounts and Application of Proceeds)

16 COMMUNICATIONS

The address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is

- 16 1 in the case of each of the First Chargor and the Mezzanine Security Agent, that specified on the execution page(s) of this Deed,
- 16 2 in the case of any other Chargor, that notified in writing to the Mezzanine Security Agent (whether in that capacity or in any other capacity) on or prior to the date on which it becomes a Party or a party to the Facility Agreement, and
- 16 3 in the case of each Receiver and each Delegate, those notified in writing to the Mezzanine Security Agent (whether in that capacity or in any other capacity) by such Receiver or Delegate (or by the Mezzanine Security Agent on its behalf) as soon as practicable after its appointment,

or any substitute address or department or officer as the relevant person may notify to the Mezzanine Security Agent (or as the Mezzanine Security Agent may notify to the other Parties, if a change is made by the Mezzanine Security Agent) by not less than 5 Business Days' notice

17 THIS DEED

- 17 1 This Deed is a Finance Document
- 17 2 Each Chargor has entered into this Deed in consideration of the Mezzanine Secured Parties or some of them agreeing to provide (or to continue to provide) finance facilities to it on the terms agreed in the Finance Documents
- 17 3 This Deed is intended to be a deed even if any Party's execution is not in accordance with the formalities required for the execution of deeds
- 17 4 If there is any conflict between the provisions of the Intercreditor Agreement and the provisions of this Deed, the provisions of the Intercreditor Agreement shall prevail
- 17.5 If any Party is not bound by this Deed (or any part of it) for any reason, this does not affect the obligations of each other Party under this Deed (or under the relevant part)
- 17 6 This Deed is in addition to, and does not operate so as in any way to prejudice or affect, or be prejudiced or affected by, any other Security or guarantee which the Mezzanine Security Agent may now or at any time after the date of this Deed hold for or in respect of the Secured Obligations
- 17 7 Each Chargor submitting this Deed or any counterpart to The Land Registry shall, on each occasion, also submit a certified copy of this Deed and request the return of the original and upon the return of the original it shall deliver such original to the Mezzanine Security Agent.
- 17.8 This Deed and every counterpart is the property of the Mezzanine Security Agent

18 **GOVERNING LAW**

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

19 **JURISDICTION**

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) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**") The Parties agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and accordingly no Party will argue to the contrary This Clause 19 is for the benefit of the Enforcement Parties only As a result, no Enforcement Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction To the extent allowed by law, each Enforcement Party may take concurrent proceedings in any number of jurisdictions

This document is executed as a deed and delivered on the date stated at the beginning of this Deed

SCHEDULE 1

Bank accounts

Name of Chargor	Name or designation of bank account	Number of bank account and sort code	Name of bank
1 SC Mezzanine Limited	Mezzanine Finance Account	Account Number Sort Code	Barclays Bank PLC
2 SC Mezzanine Limited	Mezzanine General Account	Account Number Sort Code	Barclays Bank PLC

SCHEDULE 3

Shares

	Name of Chargor	Name of company in which Shares are held	Jurisdiction of registration and company number	Number and class of Shares (and where held by nominees names of nominees)
1	SC Mezzanine Limited	SC Midco Limited	England & Wales, 8978599	8 ordinary shares

SCHEDULE 4

Form of notice to counterparties of Charged Contracts

To [name and address of counterparty]

Dated [date]

Dear Sirs,

Re: [here identify relevant Charged Contract] [the "**Contract**"] made between **(1)** SC Mezzanine Limited (the "**Chargor**") and **(2)** [here insert name of counterparty]

We, the Chorgor, give you notice that, by a debenture dated [date] (the "**Debenture**") and made by (amongst others) ourselves in favour of Barclays Bank PLC (the "**Mezzanine Security Agent**") (as trustee for itself and certain other parties), we have[charged by way of fixed charge] [and] [assigned] to the Mezzanine Security Agent, as first priority [chargee] [and] [assignee], all of our rights, title and interest in the Contract

We further irrevocably and unconditionally

- 1 [notify you that we may not agree to amend (save for minor administrative amendments), modify or terminate the Contract without the prior written consent of the Mezzanine Security Agent,]
- 2 [confirm that, subject to paragraph 1 above, you may continue to deal with us in relation to the Contract until you receive written notice to the contrary from the Mezzanine Security Agent, but authorise and instruct you that, after you have received such notice, we will cease to have any right to deal with you in relation to the Contract except in accordance with the instructions of the Mezzanine Security Agent and therefore from that time you may deal directly with the Mezzanine Security Agent,]
- 3 authorise and instruct you to disclose information in relation to the Contract to the Mezzanine Security Agent promptly on request, without any enquiry by you as to the justification for such disclosure or reference to or further authority from us,
- 4 [authorise and instruct you to pay or release all monies to which we are entitled under the Contract directly into [specify designated bank account] or, if the Mezzanine Security Agent so instructs you, into such other account as the Mezzanine Security Agent shall specify,]
- 5 [authorise and instruct you that, whenever you serve any notice upon us under the Contract, you should supply a copy of such notice to the Mezzanine Security Agent at its address given in the copy of this notice (or as otherwise notified to you by it from time to time), and]
- 6 notify you that the provisions of this notice may only be revoked with the written consent of the Mezzanine Security Agent

Please sign the copy of this notice and deliver it to the Mezzanine Security Agent at 5 The North Colonnade, Canary Wharf, London, E14 4BB (with a further copy to us)

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

Yours faithfully,

For and on behalf of **SC Mezzanine Limited**

By

[to be included on copy notice]

To Barclays Bank PLC at 5 The North Colonnade, Canary Wharf, London, E14 4BB as trustee for the Mezzanine Secured Parties (as referred to in the Debenture)

Copy to SC Mezzanine Limited at 70 High Street, Fareham, Hampshire, PO16 7BB

We [*name of counterparty*] acknowledge receipt of the above notice We

- 1 accept the instructions and authorisations set out in the notice and undertake to act in accordance with such instructions and authorisations, and
- 2 confirm that we have not received notice that the Chargor has assigned its rights under the Contract to a third party or created any other interest (whether by way or security or otherwise) in the Contract in favour of a third party

Terms defined in the notice apply to this endorsement, which is governed by English law together with any non-contractual obligations arising out of or in connection with it

Signed

for and on behalf of [*name of counterparty*]

Dated [*date*]

SCHEDULE 5

Form of notice to bank operating secured account

To [name and address of account bank] (the "**Account Bank**")

Dated [date]

Dear Sirs,

Re **Account No:** [insert account number] [the "**Account**"]
Account Branch: [insert branch name and address]
Account Holder SC Mezzanine Limited (the "**Chargor**")

We, the Chargor, give you notice that, by a debenture dated [date] (the "**Debenture**") and made by (amongst others) ourselves in favour of Barclays Bank PLC (the "**Mezzanine Security Agent**") (as trustee for itself and certain other parties), we have charged by way of fixed charge to the Mezzanine Security Agent, as first priority chargee, all the monies (including interest) from time to time standing to the credit of the Account [including any re-designation and/or re-numbering from time to time of such Account] (the "**Charged Account**") and all indebtedness represented by the Charged Account and have assigned to the Mezzanine Security Agent all our rights and benefits in respect of the Charged Account

We irrevocably and unconditionally authorise and instruct you

- 1 to hold all monies from time to time standing to the credit of the Charged Account to the order of the Mezzanine Security Agent and accordingly to pay all or any part of those monies to the Mezzanine Security Agent (or as it may direct) promptly following receipt of written instructions from the Mezzanine Security Agent to that effect,
- 2 to disclose to the Mezzanine Security Agent such information relating to us and the Charged Account as the Mezzanine Security Agent may from time to time request you to provide, AND
- 3 that all expenses relating to the maintenance of the Charged Account and your costs and expenses in complying with our instructions in accordance with this notice shall be our responsibility and in the event that these are not otherwise met by us such expenses may be debited directly by you to the Account

We notify you that we may not withdraw any monies from the Charged Account without first having produced to you the prior written consent of the Mezzanine Security Agent to such withdrawal.

The provisions of this notice may only be revoked or varied with the prior written consent of the Mezzanine Security Agent

Please sign the enclosed copy of this notice and deliver it to the Mezzanine Security Agent at 5 The North Colonnade, Canary Wharf, London, E14 4BB (with a further copy to us)

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

Yours faithfully,

for and on behalf of

SC Mezzanine Limited

[to be included on copy notice]

To Barclays Bank PLC at 5 The North Colonnade, Canary Wharf, London, E14 4BB as trustee for the Mezzanine Secured Parties (as referred to in the Debenture)

Copy to SC Mezzanine Limited at 70 High Street, Fareham, Hampshire, PO16 7BB

We [*Name of Account Bank*]

- 1 acknowledge receipt of the above notice,
- 2 agree to act in accordance with the authorisations, instructions and notifications contained or referred to in the above notice,
- 3 confirm that we have not received notice that the Chargor has assigned its rights to the monies standing to the credit of the Charged Account, or the indebtedness represented by them, or otherwise granted any security or other interest over those monies, or such indebtedness, in favour of any third party,
- 4 undertake that we 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 Account, and
- 5 agree that any notice or other communication from us to the Mezzanine Security Agent will be sent or made to the address of the Mezzanine Security Agent stated above, or to such other address as the Mezzanine Security Agent may from time to time notify to us

Terms defined in the notice apply to this endorsement, which is governed by English law together with any non-contractual obligations arising out of or in connection with it

for and on behalf of
[*name and address of Account Bank*]
Dated [date]

**Alternative form of notice to bank operating a secured account which the relevant
Chargor is free to operate on a day to day basis**

To [name and address of account bank] (the "**Account Bank**")

Dated [date]

Dear Sirs,

Re **Account No:** [insert account number] [the "**Account**"]
Account Branch: [insert branch name and address]
Account Holder: SC Mezzanine Limited (the "**Chargor**")

We, the Chargor, give you notice that, by a debenture dated [date] (the "Debenture") and made by (amongst others) ourselves in favour of Barclays Bank PLC (the "**Mezzanine Security Agent**") (as trustee for itself and certain other parties), we have charged by way of fixed charge to the Mezzanine Security Agent, as first priority chargee, all the monies (including interest) from time to time standing to the credit of the Account [including any re-designation and/or re-numbering from time to time of such Account] (the "**Charged Account**") and all indebtedness represented by the Charged Account and have assigned to the Mezzanine Security Agent all our rights and benefits in respect of the Charged Account

We irrevocably and unconditionally authorise and instruct you

- 1 to hold all monies from time to time standing to the credit of the Charged Account to the order of the Mezzanine Security Agent (subject to the consent of the Mezzanine Security Agent, signified by its counter-signature of this notice, for us to operate the Charged Account[s] (the "**Mezzanine Security Agent's Consent**")) and accordingly to pay all or any part of those monies to the Mezzanine Security Agent (or as it may direct) promptly following receipt by you of notice of withdrawal of the Mezzanine Security Agent's Consent and of written instructions from the Mezzanine Security Agent to make such payment, [and]
- 2 to disclose to the Mezzanine Security Agent such information relating to us and the Charged Account as the Mezzanine Security Agent may from time to time (whether before or after the withdrawal of the Mezzanine Security Agent's Consent) request you to provide, [and]
- 3 that all expenses relating to the maintenance of the Charged Account and your costs and expenses in complying with our instructions in accordance with this notice shall be our responsibility and in the event that these are not otherwise met by us such expenses may be debited directly by you to the Account

Until such time as you receive from the Mezzanine Security Agent a written notice withdrawing the Mezzanine Security Agent's Consent, nothing in this notice shall prevent you from [operating] [continuing to operate] the Charged Account[s] in the ordinary course of banking business including, without limitation, collecting cheques and other payment orders via any medium, electronic or otherwise and accepting monies for the credit of the Charged Account[s] and allowing us to draw cheques and make other payments and generally to withdraw funds from the Account

Upon withdrawal of the Mezzanine Security Agent's Consent, we may not withdraw any further monies from the Charged Account[s] without first having produced to you the prior written consent of the Mezzanine Security Agent to each such withdrawal.

The provisions of this notice may only be revoked or varied with the prior written consent of the Mezzanine Security Agent.

Please sign the enclosed copy of this notice and deliver it to the Mezzanine Security Agent at 5 The North Colonnade, Canary Wharf, London, E14 4BB (with a further copy to us)

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

Yours faithfully,

for and on behalf of
SC Mezzanine Limited

[By countersigning this notice the Mezzanine Security Agent confirms that the Chargor may make withdrawals from the Charged Account[s] until such time as the Mezzanine Security Agent shall notify you (with a copy to the Chargor) in writing that such consent is withdrawn. Such consent may be withdrawn or modified by the Mezzanine Security Agent in its absolute discretion at any time.]

Countersigned by

..

for and on behalf of
Barclays Bank PLC

[to be included on copy notice]

To Barclays Bank PLC at 5 The North Colonnade, Canary Wharf, London, E14 4BB as trustee for the Mezzanine Secured Parties (as referred to in the Debenture)

Copy to SC Mezzanine Limited at 70 High Street, Fareham, Hampshire, PO16 7BB

We [*Name of Account Bank*]

- 1 acknowledge receipt of the above notice,
- 2 agree to act in accordance with the authorisations, instructions, confirmation[s] and notifications contained or referred to in the above notice,
- 3 confirm that we have not received notice that the Chargor has assigned its rights to the monies standing to the credit of the Charged Account, or the indebtedness represented by them, or otherwise granted any security or other interest over those monies, or such indebtedness, in favour of any third party,
- 4 undertake that we will not exercise any right to combine accounts or any rights of set-off (other than off-setting in the ordinary course of banking transactions) or lien or any similar rights in relation to the monies standing to the credit of the Charged Account, and
- 5 agree that any notice or other communication from us to the Mezzanine Security Agent will be sent or made to the address of the Mezzanine Security Agent stated above, or to such other address as the Mezzanine Security Agent may from time to time notify to us

Terms defined in the notice apply to this endorsement, which is governed by English law together with any non-contractual obligations arising out of or in connection with it.

for and on behalf of
[*name and address of Account Bank*]

Dated [date]

SCHEDULE 6

Receiver's specific powers

The Receiver will have full power and authority

- 1 to enter upon, and to take possession of, the Secured Assets,
- 2 to collect and get in all rents, fees, charges or other income of the Secured Assets,
- 3 generally to manage the Secured Assets and to manage or carry on, reconstruct, amalgamate, diversify or concur in carrying on the business of the relevant Chargor or any part of it as he may think fit,
- 4 without restriction, to sell, charge, grant, vary the terms or accept surrenders of, leases or tenancies of, licences to occupy, or options or franchises over or otherwise deal with and dispose of the Secured Assets or any property acquired in exercise of its powers under this Deed,
- 5 to purchase or acquire any land and purchase, acquire or grant any interest in or right over land,
- 6 to take a lease or tenancy of any property required or convenient for the business of the relevant Chargor or the exercise of the Receiver's powers under this Deed,
- 7 to exercise on behalf of the relevant Chargor and without the consent of or notice to such 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 leasehold property, landlord and tenant, rents, housing or agriculture in respect of the property charged pursuant to this deed,
- 8 for the purpose of exercising any of the rights, powers, authorities and discretions conferred on the Receiver by or pursuant to this Deed and/or for defraying any costs, losses or liabilities which may be incurred by him in their exercise or for any other purpose, to raise or borrow moneys from the Mezzanine Secured Parties or others or incur any other liability on such terms, whether secured or unsecured, as he may think fit, and whether to rank in priority to this Deed or not,
- 9 to appoint and discharge employees, officers, consultants, advisers, managers, agents, solicitors, accountants or other professionally qualified persons, workmen and others for any of the purposes of this Deed or to guard or protect the Secured Assets upon such terms as to remuneration or otherwise as he may think fit and to discharge any such persons appointed by the relevant Chargor prior to his appointment,
- 10 in the name of the relevant Chargor, to bring, prosecute, enforce, defend and discontinue all such actions, suits and proceedings, in relation to such Chargor, the business of such Chargor or the Secured Assets as in any case he thinks fit,
- 11 to settle, adjust, refer to arbitration or expert determination, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or body who is or claims to be a creditor of the relevant Chargor or relating in any way to the Secured Assets,
- 12 to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Secured Assets,
- 13 to obtain Authorisations for and to carry out on the property charged pursuant to this deed any new works or complete any unfinished works of development, building, reconstruction, maintenance, repair, renewal, improvement, furnishing or equipment,

- 14 to enter into, vary, cancel or waive any of the provisions of any contracts which he shall in any case think expedient in the interests of the relevant Chargor or the Mezzanine Security Agent,
- 15 to purchase materials, tools, equipment, goods or supplies on such terms and at such price as the Receiver in the Receiver's absolute determination thinks fit,
- 16 to insure the Secured Assets, any assets acquired by the Receiver in exercise of his powers, and any business or works, and effect indemnity insurance or other similar insurance, in every case in such amounts, against such risks and with such offices as the Receiver thinks fit, and obtain bonds and give guarantees and Security to any bondsmen,
- 17 to remove, store, sell or otherwise deal with any chattels located at the property charged pursuant to this deed,
- 18 to promote or establish any company or to acquire shares in any company (whether as a Subsidiary of the relevant Chargor or otherwise) to facilitate the exercise of his powers under this Deed, to transfer to any such company all or any of the Secured Assets or other assets acquired by the Receiver in exercise of his powers and to exercise or cause to be exercised all voting and other rights attaching to, and to charge, sell or otherwise transfer any shares in any such company,
- 19 to exercise all voting and other rights attaching to the Investments and all other stocks, shares and securities owned by the relevant Chargor and comprised in the Secured Assets in such manner as he thinks fit,
- 20 to make, or require the directors of the relevant Chargor to make, calls conditionally or unconditionally on the members of such Chargor in respect of uncalled capital, and take action to enforce payment of unpaid calls,
- 21 to carry into effect and complete any transaction,
- 22 to redeem any prior Security (or procure the transfer of such Security to an Enforcement Party) and settle and pass the accounts of the person entitled to the 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,
- 23 either in the name of the relevant Chargor or in the name of the Receiver to execute documents and do all other acts or things which the Receiver may consider to be incidental or conducive to any of the Receiver's powers or to the realisation or use of the Secured Assets

SCHEDULE 7

Form of Deed of Accession

THIS DEED is made on between

- (1) *[name of acceding company]*, [a company incorporated in England and Wales with company number [number]] / *[alternative corporate description, as appropriate]*, (the "**New Chargor**"),
- (2) **SC MEZZANINE LIMITED**, a company incorporated in England and Wales with company number 08918022, for itself and as agent for and on behalf of each of the other Chargors defined as such in the Debenture referred to below, (the "**First Chargor**"), and
- (3) **BARCLAYS BANK PLC** in its capacity as "**Mezzanine Security Agent**"

1 **INTERPRETATION**

- 1 1 In this Deed, the "**Debenture**" means a debenture dated [date] made between, amongst others, the First Chargor, each of the other Chargors and the Mezzanine Security Agent as amended, novated, supplemented, extended, or restated from time to time
- 1 2 Unless a contrary indication appears
 - 1 2 1 each term used in this Deed which is defined in the Debenture or the definition of which is incorporated by reference into the Debenture shall have the same meaning as applies in the Debenture, and
 - 1 2 2 the principles of construction set out or referred to in Clause 1 3 (Construction) of the Debenture shall apply also (where relevant) to this Deed

2 **REPRESENTATIONS**

The New Chargor warrants and represents to the Mezzanine Security Agent that

- 2 1 it is a [[wholly owned] Subsidiary of the [First Chargor] / [Company]] / [member of the Group], and
- 2 2 it has given due consideration to the terms and conditions of the Finance Documents (including the Debenture and this Deed) and has satisfied itself that there are reasonable grounds for believing that by executing this Deed the New Chargor will derive commercial benefit and that it enters into this Deed in good faith and for the purposes of the promotion of the success of its business

3 **AGREEMENT TO ACCEDE**

The New Chargor agrees to accede and become a Party to and to be bound by the terms of the Debenture as a Chargor with effect from the date of this Deed (the "**Effective Date**")

4. **EFFECT OF ACCESSION**

On and after the Effective Date, the Debenture shall be read and construed for all purposes as if the New Chargor had been an original Party to it in the capacity of Chargor (but so that the Security created consequent on such accession shall be created on the Effective Date)

5 SECURITY

5.1 Security over all assets

5.1 1 The New Chargor grants to the Mezzanine Security Agent in relation to its assets and undertaking the same Security as is set out in Clause 3 (Security) of the Debenture

5.1 2 The New Chargor agrees and confirms that such Security (a) shall be effective and binding upon it and its assets and undertaking and (b) shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other Party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any Security contained in the Debenture or in any other Deed of Accession

5.2 [**Specific Security** - Without limiting the generality of Clause 5.1 (Security over all assets) of this Deed or of the Debenture, the New Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations charges in favour of the Mezzanine Security Agent

5.2 1 [by way of first fixed charge, all the Shares listed in Schedule 1 (Shares) to this Deed,]

5.2 2 [by way of first fixed charge, all the Distribution Rights accruing to or on the Shares listed in Schedule 1 (Shares) to this Deed,]

[and as a continuing security for the payment, discharge and performance of the Secured Obligations assigns and agrees to assign in favour of the Mezzanine Security Agent all of its right, title and interest (if any) in and to each of the contracts and agreements specified in Schedule 2 (Details of Charged Contracts) to this Deed, each of which is deemed to be included in the definition of "**Charged Contracts**" for the purposes of the Debenture]]

6 AGREEMENT AND CONSENT BY CHARGORS

The First Chargor, for itself and as agent for and on behalf of all other Chargors under the Debenture, agrees and consents to all matters provided for in this Deed

7 CONSTRUCTION

The Debenture shall continue in full force and effect but amended with effect from the Effective Date in the manner and to the extent provided in this Deed, and the Debenture and this Deed shall be read as one and so that references in the Debenture to "**this Deed**", and similar phrases shall be deemed to include this Deed

8 THIS DEED

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

8.2 The New Chargor has entered into this Deed in consideration of the Mezzanine Secured Parties (or some of them) making or continuing to make facilities available to the Borrowers on the terms agreed in the Finance Documents

8.3 The Mezzanine Security Agent and the First Chargor designate this Deed as a Security Document for the purposes of the Facility Agreement

8.4 This Deed and every counterpart is the property of the Mezzanine Security Agent

This document is executed as a deed and delivered on the date stated at the beginning of this Deed

[insert Schedules as appropriate]

[New Chargor]

Executed as a deed by)
[NEW CHARGOR] acting by)
)
)

in the presence of

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Notice Details

Address

Attention

The First Chargor

Executed as a deed by)
SC MEZZANINE LIMITED acting by)
)
)

in the presence of

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Notice Details

Address 70 High Street, Fareham, Hampshire, PO16 7BB

Attention Edward Cade

Mezzanine Security Agent

Executed as a deed by)
BARCLAYS BANK PLC acting by)
)
)

in the presence of

Signature of authorised signatory

Signature of witness

Name of witness

Address of witness

Occupation of witness

Notice Details

Address 5 The North Colonnade, Canary Wharf, London, E14 4BB

Attention: Natasha Walters, Assistant Vice President

SIGNATORIES TO MEZZANINE DEBENTURE

The First Chargor

Executed as a deed by)
SC MEZZANINE LIMITED acting by)
EDWARD CADE)

in the presence of

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

LAUREN SCOTT

Notice Details

Address 70 High Street, Fareham, Hampshire, PO16 7BB

Attention Edward Cade

**OSBORNE CLARKE
ONE LONDON WALL
LONDON EC2Y 5EB**

Mezzanine Security Agent

Executed as a deed by)
BARCLAYS BANK PLC acting by)
)
)

in the presence of

Signature of authorised signatory

Signature of witness

Name of witness

Address of witness

Occupation of witness

Notice Details

Address 5 The North Colonnade, Canary Wharf, London, E14 4BB

Attention: Natasha Walters, Assistant Vice President

Mezzanine Security Agent

Executed as a deed by)
BARCLAYS BANK PLC acting by)
AMY CRICK)
)

in the presence of

Signature of authorised signatory

Signature of witness

Name of witness

SUSANNAH GATE

Address of witness

Occupation of witness

Notice Details

Address 5 The North Colonnade, Canary Wharf, London, E14 4BB

Attention: Natasha Walters, Assistant Vice President