



Registration of a Charge

Company name: **DPSK LIMITED**

Company number: **08966461**



X4Z0209S

Received for Electronic Filing: **20/01/2016**

Details of Charge

Date of creation: **11/01/2016**

Charge code: **0896 6461 0003**

Persons entitled: **HSBC BANK PLC**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

SANDRA JUOZAITIENE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8966461

Charge code: 0896 6461 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th January 2016 and created by DPSK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th January 2016 .

Given at Companies House, Cardiff on 21st January 2016

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

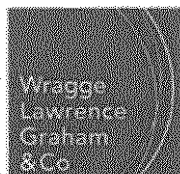
Dated 11 January 2016

THE COMPANIES
WHOSE DETAILS ARE SET OUT IN SCHEDULE 1 (1)

AND

HSBC BANK PLC (2)

GUARANTEE AND DEBENTURE



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THIS DEED is made on 11 January 2016 by

- (1) THE COMPANIES whose details are set out in Schedule 1 (the "Original Chargors" and each an "Original Chargor")

in favour of

- (2) HSBC BANK PLC as lender (the "Lender").

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, terms defined in the Credit Agreement shall have the same meaning when used in this Deed and in addition:

Accession Deed an accession deed substantially in the form set out in Schedule 4 (*Form of Accession Deed*).

Account Bank means any bank or financial institution with whom any Chargor holds an account from time to time.

Charged Property means all the assets of any Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Lender by or pursuant to this Deed.

Chargor the Original Chargors and any other company which accedes to this Deed pursuant to an Accession Deed.

Collateral Rights means all rights, powers and remedies of the Lender provided by or pursuant to this Deed or by law.

Credit Agreement means the credit agreement dated on or about the date of this Deed and made between (1) DPSK Limited acting as Borrower, (2) the companies listed in Schedule 1 (*The Original Guarantors*) of the Credit Agreement acting as Original Guarantors and (3) HSBC Bank plc acting as Lender.

Environment means the air (including the air within buildings and the air within other natural or man-made structures above or below ground), water (including ground and surface water) and land (including surface and sub-surface soil) and any other meaning given to the term under Environmental Law.

Environmental Law means any law concerning the protection of the Environment or human health, the condition of any property or of any place of work or the production, storage treatment, transport or disposal of any substance capable of causing

harm to any living organism or the Environment.

EU Regulation	means the Council of the European Union Regulation No. 1346/2000 on insolvency proceedings.
Financial Collateral	shall have the same meaning as in the Financial Collateral Regulations.
Financial Collateral Regulations	means the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I. 2003/3226).
Floating Charge Property	has the meaning given in Clause 3.1(p).
Guarantor	means any Chargor insofar only as it covenants under this Deed to pay or discharge monies due or owing from, or obligations or liabilities of, any other Chargor to the Lender.
Insurance Policy	means any policy of insurance and cover note in which any Chargor may from time to time have an interest.
Intellectual Property	means: <ul style="list-style-type: none">(a) all present and future patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered;(b) the benefit of all applications and rights to use such assets; and(c) all Related Rights.
Investments	means: <ul style="list-style-type: none">(a) any stocks or other securities, whether held directly by or to the order of any Chargor or by any trustee, fiduciary or clearance system on its behalf; and(b) all Related Rights (including all rights against any such trustee, fiduciary or clearance system).
Investment Derivative Rights	means all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investment.
Issuer	means the issuer of any Investment.

Material Contracts	means: <ul style="list-style-type: none"> (a) the agreements (if any) listed in Schedule 3 (<i>The Material Contracts</i>); and (b) any other contract entered into by any Chargor that may from time to time be identified in writing by the Lender as a Material Contract; and (c) all Related Rights.
Notice of Assignment	means a notice of assignment in substantially the form set out in Schedule 2 or in such other form as may be agreed between the Lender and any Chargor.
Plant and Machinery	means: <ul style="list-style-type: none"> (a) all equipment, machinery and all other assets of a similar nature which are now, or at any time after the date of this Deed become, the property of any Chargor; and (b) all Related Rights.
Principal Debtor	means any Chargor insofar only as it owes money or has incurred liabilities to the Lender except as a Guarantor.
Real Property	means any Chargor's estates or interests in all freehold (including commonhold), leasehold or other immovable property, and any buildings, fixtures or fittings from time to time situated on or forming part of such property, and includes all Related Rights.
Receivables	means: <ul style="list-style-type: none"> (a) all present and future book and other debts and monetary claims owing to any Chargor; and (b) all Related Rights.
Receiver	means a receiver or receiver and manager or administrative receiver appointed pursuant to the provisions of this Deed or any applicable law.
Related Rights	means, in relation to any asset: <ul style="list-style-type: none"> (a) the proceeds of sale of any part of that asset; (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;

- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any income, moneys and proceeds paid or payable in respect of that asset.

Secured Obligations

means all present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, owed by any Chargor to the Lender together with all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents, any Accession Deed or any other document evidencing or securing any such liabilities and shall include interest on the above from the date of demand until the date of payment in full (as well after as before any judgment) calculated on a daily basis at the rate determined in accordance with clause 9.1 (*Default Interest*) of the Credit Agreement.

Security Financial Collateral Arrangement

shall have the same meaning as in the Financial Collateral Regulations.

1.2 Interpretation

In this Deed:

- (a) clause and schedule headings are for convenience of reference only and shall not affect the construction of this Deed;
- (b) references to Clauses and Schedules are references to the Clauses of and Schedules to this Deed;
- (c) references to this Deed or any other agreement or instrument shall be construed as references to that agreement or instrument as amended, novated, supplemented, extended or restated;
- (d) references to a person shall be construed to include that person's assigns, transferees or successors in title and shall be construed as including any individual, firm, trust, partnership, joint venture, company, corporation, unincorporated body of persons or any state or agency thereof, whether or not having separate legal personality;
- (e) references to a provision of law are references to that provision as amended or re-enacted;
- (f) words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- (g) the words "including" shall not be construed as limiting the generality of the words preceding it.

1.3 Third Party Rights

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce or enjoy the benefit of any term of this Deed.

1.4 Incorporation of Terms

The terms of Finance Documents and of any side letters between any of the parties thereto are incorporated in this Deed to the extent required to ensure that any disposition of Real Property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.5 Effect as a Deed

This Deed is intended to take effect as a deed, notwithstanding that the Lender may have executed it under hand only.

2 COVENANT TO PAY

Each Chargor covenants that it will pay and discharge the Secured Obligations to the Lender on the due date for payment.

3 GRANT OF SECURITY

3.1 Charges

Each Chargor with full title guarantee charges in favour of the Lender as continuing security for the payment and discharge of the Secured Obligations:

- (a) by way of legal mortgage, the Real Property and all Related Rights;
- (b) by way of fixed charge, any Real Property and all Related Rights now or at any time after the date of this Deed belonging to the Chargor (other than property charged under Clause 3.1(a) above);
- (c) by way of fixed charge, all Related Rights in relation to the Real Property charged pursuant to this Deed;
- (d) by way of fixed charge, all Plant and Machinery and other fixtures and fittings attached to any Real Property;
- (e) by way of fixed charge, all vehicles, computers, office and other equipment owned by the Chargor, both present and future;
- (f) by way of fixed charge,
 - (i) all present and future bank accounts, cash at bank and credit balances of the Chargor with any bank or other person;
 - (ii) all Related Rights in relation to the accounts charged pursuant to Clause

3.1(f)(i) above;

- (g) by way of fixed charge, all present and future Receivables, other than those validly and effectively assigned under Clause 3.3;
- (h) by way of fixed charge, other than those validly and effectively assigned under Clause 3.3,
 - (i) all present and future Investments;
 - (ii) all Investment Derivative Rights;
 - (iii) where any Investment is held in a system for the deposit and settlement of transactions in Investments, all rights against the operator of such system or any participant in respect of such Investment;
- (i) by way of fixed charge, all present and future Intellectual Property;
- (j) by way of fixed charge, the goodwill of the Chargor;
- (k) by way of fixed charge, the uncalled capital of the Chargor;
- (l) by way of fixed charge, all rights, interests and claims in the Insurance Policies, other than those validly and effectively assigned under Clause 3.3;
- (m) by way of fixed charge, all rights, interests and claims in the Material Contracts, other than those validly and effectively assigned under Clause 3.3;
- (n) by way of fixed charge, the benefits of all licences, consents and authorisations held in connection with its business or the use of any Charged Property, and the right to any compensation in respect of any of them;
- (o) by way of fixed charge, all rights, interests and claims in any pension fund now or in the future;
- (p) by way of floating charge, the whole of the Chargor's undertaking and assets, present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland, other than any assets validly and effectively mortgaged, charged or assigned by way of security (whether at law or in equity) by this Deed (the "**Floating Charge Property**").

3.2 **Qualifying Floating Charge**

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to any floating charge created by this Deed.

3.3 **Security Assignment**

Each Chargor with full title guarantee assigns to the Lender as continuing security for the payment and discharge of the Secured Obligations all of its rights, title, interest and benefit from time to time in and to:

- (a) the Material Contracts;
- (b) the Insurance Policies;
- (c) the Investments; and
- (d) the Receivables.

3.4 To the extent that the Charged Property constitutes Financial Collateral, each Chargor agrees that such Charged Property shall be held or designated so as to be under the control of the Lender (or by a person acting on its behalf) for the purposes of the Financial Collateral Regulations. To the extent that the Charged Property constitutes Financial Collateral and is subject to a Security Financial Collateral Arrangement created by or pursuant to this Deed, the Lender shall have the right at any time after this Deed becomes enforceable, to appropriate all or any part of that Charged Property in or towards the payment or discharge of the Secured Obligations. The value of any Charged Property appropriated in accordance with this Clause shall be (a) in the case of cash, the amount standing to the credit of any account, together with accrued but unposted interest, at the time the right of appropriation is exercised, and (b) in the case of Investments, the market price of that Charged Property at the time the right of appropriation is exercised, as listed on any recognised market index, or as determined by such other method as the Lender may select (acting reasonably). Each Chargor agrees that the methods of valuation provided for in this Clause are commercially reasonable for the purposes of Regulation 18 of the Financial Collateral Regulations.

4 NEGATIVE PLEDGE

- 4.1 The Chargors shall not create or permit to subsist any Security over any of the Charged Property, other than Permitted Security.
- 4.2 The Chargors shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, discount, factor, transfer, assign, lease, lend or otherwise dispose of any of the Charged Property other than the Floating Charge Property in the ordinary course of trading on an arm's length basis or as otherwise permitted pursuant to the Credit Agreement.

5 CRYSTALLISATION OF FLOATING CHARGE

- 5.1 The Lender may at any time by notice in writing to any Chargor immediately convert the floating charge created by Clause 3.1(p) into a fixed charge as regards any property or assets specified in the notice if:
 - (a) an Event of Default has occurred and is continuing; or
 - (b) the Lender reasonably considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
 - (c) the Lender reasonably considers that it is desirable in order to protect the priority of the security.
- 5.2 If, without the prior written consent of the Lender:
 - (a) the Chargor disposes of any of the Floating Charge Property other than in the

6.2 Notices of Assignment

Each Chargor shall, immediately following the execution of this Deed or an Accession Deed (as applicable) (and immediately upon the obtaining of any Insurance Policy, the opening of any bank account or the execution of any Material Contract after the date of this Deed):

- (a) give notice in the form set out in Schedule 2 (*Form of Notice of Assignment to Account Bank*) to each Account Bank of the charging of the Chargor's rights and interest in its bank accounts and shall procure that each Account Bank will promptly provide an acknowledgement to the Lender in the form set out in Schedule 2 (*Form of Acknowledgement from Account Bank*);
- (b) give notice in the form set out in Schedule 2 (*Form of Notice of Assignment to Contract Counterparty*) to each person with whom the Chargor has entered into a Material Contract of the assignment of the Chargor's rights and interest in and under such Material Contract and shall procure that each addressee of such notice will promptly provide an acknowledgement to the Lender in the form set out in Schedule 2 (*Form of Acknowledgement from Contract Counterparty*);
- (c) give notice in the form set out in of Schedule 2 (*Form of Notice of Assignment to Insurers*) to each insurer with whom the Chargor has an Insurance Policy of the assignment of the Chargor's rights and interest in and under such Insurance Policy and shall procure that each addressee of such notice will promptly provide an acknowledgement to the Lender in the form set out in Schedule 2 (*Form of Acknowledgement from Insurers*); and
- (d) give notice in the form set out in Schedule 2 (*Form of Notice of Assignment to Issuer of Investments*) to each Issuer of each Investment of the assignment of the Chargor's rights and interest in and under such Investment and shall procure that each addressee of such notice will promptly provide an acknowledgement to the Lender in the form set out in Schedule 2 (*Form of Acknowledgement from Issuer of Investments*).

6.3 Registration of Intellectual Property

Each Chargor shall, if requested by the Lender, execute all such documents and do all acts that the Lender may reasonably require to record the interest of the Lender in any registers relating to any registered Intellectual Property.

6.4 Land Registry disposal restriction

In respect of any Real Property or part of or interest in any Real Property title to which is registered at the Land Registry (or any unregistered land subject to first registration), each Chargor shall apply or consent to an application being made to the Chief Land Registrar to enter the following restriction on the Register of Title for such Real Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Deed dated [] in favour of [name of Lender] referred to in the charges register."

ordinary course of trading on an arm's length basis or as otherwise permitted pursuant to Credit Agreement; or

- (b) any steps are taken for any of the Charged Property to become subject to any Security in favour of any other person; or
- (c) any person uses or attempts to use the commercial rent arrears recovery procedure under section 72(1) of the Tribunals, Courts and Enforcement Act 2007, or levies or attempts to levy any distress or other lawful taking control of goods, execution or other process against any of the Charged Property; or
- (d) a resolution is passed or an order is made for the winding-up, dissolution, or re-organisation of or any steps are taken for the appointment of an administrator in respect of the Chargor,

the floating charge created under Clause 3.1(p) by any Chargor will automatically be converted (without notice) with immediate effect into a fixed charge in respect of the relevant Floating Charge Property.

- 5.3 At any time after the floating charge constituted under this Deed shall have crystallised as a fixed charge over all or part of the Charged Property pursuant to this Clause 5 but before the appointment of any Receiver pursuant hereto, the said fixed charge shall upon the written consent of the Lender cease to attach to the assets then subject to the fixed charge and shall again subsist as a floating charge.
- 5.4 The floating charge created under this Deed shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of any Chargor.

6 PERFECTION OF SECURITY

6.1 Deposit of Title Documents

Immediately following the execution of this Deed or an Accession Deed (as applicable) (or, if later, the date of acquisition of the relevant Charged Property), each Chargor shall deposit with the Lender:

- (a) all deeds and documents of title relating to the Charged Property;
- (b) all Insurance Policies to which the Chargor is entitled to possession; and
- (c) at the request of the Lender, all certificates relating to the Investments together with stamped stock transfer forms executed in blank and other documents as the Lender may from time to time require for perfecting its title to the Investments or for vesting or enabling it to vest the Investments in itself or its nominees or in any purchaser and declarations of trust in favour of the Chargor executed by all persons (other than that Chargor) in whose name the Investments are registered.

6.5 Tacking

The obligation on the part of the Lender to make further advances to any Chargor is deemed to be incorporated in this Deed and each Chargor shall apply to the Chief Land Registrar for a note of such obligation to be entered on the Register of Title of all present and future registered Real Property.

7 GUARANTEE AND INDEMNITY

7.1 Guarantee and Indemnity

Each Chargor unconditionally and irrevocably, jointly and severally:

- (a) guarantees to the Lender the punctual performance of the Secured Obligations;
- (b) undertakes with the Lender that whenever a Principal Debtor does not pay any amount when due under or in connection with any Finance Document, that Chargor shall immediately on demand pay that amount as if it were the principal obligor; and
- (c) agrees to indemnify the Lender immediately on demand against any cost, loss or liability suffered by the Lender if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which the Lender would otherwise have been entitled to recover.

7.2 Each party named as Chargor, if more than one, shall be bound by the guarantee and indemnity contained in this Deed, even if any person who was intended to execute or to be bound by it may not execute it or may not be so bound.

7.3 Continuing Guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Chargor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

7.4 Reinstatement

If any payment by any Chargor or any discharge given by the Lender (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of each Chargor shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Lender shall be entitled to recover the value or amount of that security or payment from each Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

7.5 Waiver of defences

The obligations of each Guarantor under this guarantee will not be affected by any act, omission, matter or thing which, but for this Clause 7, would reduce, release or prejudice any

of its obligations under this guarantee (without limitation and whether or not known to it or the Lender) including:

- (a) any time, waiver or consent granted to, or composition with, any Chargor or other person;
- (b) the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor of any Chargor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and of whatsoever nature) or replacement of a Finance Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

7.6 Guarantor Intent

Without prejudice to the generality of Clause 7.5 (*Waiver of Defences*), each Guarantor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

7.7 Immediate recourse

Each Guarantor waives any right it may have of first requiring the Lender (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 that Chargor under this guarantee. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

7.8 Appropriations

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, the Lender (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by the Lender (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from any Guarantor or on account of any Guarantor's liability under this guarantee.

7.9 Deferral of Guarantor's rights

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Lender otherwise directs, no Guarantor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents:

- (a) to be indemnified by another Chargor;
- (b) to claim any contribution from any other guarantor of any Chargor's obligations under the Finance Documents; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Lender.

7.10 Release of Guarantors' right of contribution

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

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

7.11 Additional security

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Lender.

7.12 Guarantee Limitations

This guarantee does not apply to any liability to the extent that it would result in this guarantee constituting unlawful financial assistance under any equivalent and applicable provisions under the laws of the jurisdiction of incorporation of the relevant Guarantor and, with respect to any Additional Guarantor, is subject to any limitations set out in the Accession Letter applicable to such Additional Guarantor.

7.13 Accession Deed

Each Chargor:

- (a) consents to new Subsidiaries of the Borrower becoming Chargors as contemplated by the Finance Documents; and
- (b) irrevocably authorises the Borrower to agree to and sign any duly completed Accession Deed as agent and attorney for and on behalf of such Chargor.

8 FURTHER ASSURANCE

8.1 Each Chargor shall, at its own expense, promptly take whatever action the Lender may require for:

- (a) creating, perfecting or protecting the Security intended to be created by this Deed; and
- (b) facilitating the realisation of any of the Charged Property or the exercise of any right, power or discretion exercisable by the Lender or any Receiver in respect of any of the Charged Property,

including the execution of any security or other document (in such form as the Lender may reasonably require), the giving of any notice and the making of any registration which the Lender may think expedient.

9 REPRESENTATIONS

Each Chargor represents and warrants to the Lender, on the date of each Utilisation Request and on the first day of each Interest Period by reference to the facts and circumstances then existing that:

- 9.1 the Charged Property is, or when acquired will be, legally and beneficially owned by the Chargor free of any Security other than Security created by this Deed or Permitted Security;
- 9.2 this Deed creates the Security which it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise;
- 9.3 no litigation, arbitration or administrative proceedings are currently taking place or are threatened in relation to any of the Charged Property;
- 9.4 the Investments are fully paid; and

- 9.5 for the purposes of the EU Regulation, the Chargor's centre of main interests (as that expression is used in Article 3(1) of the EU Regulation, is situated in England and Wales and the Chargor has no other "establishment" (as that term is used in Article 2(h) of the EU Regulation) in any other jurisdiction.

10 UNDERTAKINGS

Each Chargor covenants and agrees with the Lender that it will, during the continuance of the security constituted by this Deed or an Accession Deed (as applicable):

10.1 Charged Property Generally

- (a) permit the Lender (or its designated representatives), on reasonable written notice:
 - (i) access during normal office hours to the accounting records of the Chargor and to any documents and records relating to the Charged Property; and
 - (ii) to inspect, take extracts from, and make copies of, the same,and to provide (at the Chargor's expense), such clerical and other assistance which the Lender may reasonably require to do this;
- (b) comply in all material respects with all obligations in relation to the Charged Property under any present or future law, regulation, order or instrument of any competent authority or other approvals, licences or consents;
- (c) comply with all material covenants and obligations affecting any of the Charged Property or the manner of use of any of it;
- (d) not, except with the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any of the Charged Property;
- (e) provide the Lender with all information which it may reasonably request in relation to the Charged Property; and
- (f) not do, cause or permit to be done or omit to do anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Charged Property;

10.2 Property matters

- (a) notify the Lender within 14 days of receipt of every material notice, order or proposal given, or made in relation to, the Real Property by any competent authority and (if required by the Lender) immediately provide it with a copy of the same and either:
 - (i) comply with such notice, order or proposal; or
 - (ii) make such objections to the same as the Lender may require or approve;
- (b) duly and punctually pay all rates, rents, taxes and other outgoings owed by it in

respect of the Real Property;

- (c) maintain all buildings and erections forming part of the Charged Property in a good state of repair subject to fair wear and tear;
- (d) not, except with the prior written consent of the Lender or as expressly permitted under the Credit Agreement, confer on any person:
 - (i) any lease or tenancy of any of the Real Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power);
 - (ii) any right or licence to occupy any land or buildings forming part of the Real Property; or
 - (iii) any licence to assign or sub-let any part of the Real Property;
- (e) not carry out any development within the meaning of section 55 of the Town and Country Planning Act 1990 without first obtaining such permissions as may be required under applicable legislation and, in the case of development involving a substantial change in the structure of, or a change in use of, any part of the Real Property, without first obtaining the written consent of the Lender;
- (f) properly discharge all duties of care and responsibility placed on it by Environmental Law and apply for and obtain all authorisations necessary to ensure that it does not breach Environmental Law;
- (g) not do or permit to be done anything as a result of which any lease may be liable to forfeiture or otherwise be determined;
- (h) notify the Lender immediately upon the acquisition of any Real Property;
- (i) permit the Lender and any person nominated by any of them at all reasonable times with reasonable notice to enter any part of the Real Property and view the state of it;
- (j) grant the Lender on request all reasonable facilities within the power of the Chargor to allow the Lender (or its lawyers) to carry out (at the Chargor's expense) investigations of title to the Real Property and to make all enquiries in relation to any part of the Real Property which a prudent mortgagee might carry out;
- (k) immediately upon demand by the Lender, provide the Lender with a report as to title of the Chargor to the Real Property concerning those items which may properly be sought to be covered by a prudent mortgagee in a lawyer's report of this nature;
- (l) in respect of any Real Property which is acquired after the date of this Deed, title to which is registered at the Land Registry or which is required to be so registered:
 - (i) give written notice of this Deed to the Land Registry and procure that notice of this Deed is clearly noted in the Register of Title for such Real Property; and
 - (ii) procure that no person is registered as proprietor of any such property under the Land Registration Acts 1925 to 2002 without the prior written consent of the Lender;

- (m) authorise the Lender to make any application which the Lender deems appropriate for the designation of this Deed and/or the Finance Documents as exempt information documents under rule 136 of the Land Registration Rules 2003 and use its best endeavours to assist with any such application made by or on behalf of the Lender;
- (n) notify the Lender in writing as soon as it receives notice of any person's application under rule 137 of the Land Registration Rules 2003 for the disclosure of this Deed or any other document, following its designation as an exempt information document and not make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of such document as an exempt information document;

10.3 Plant and Machinery

- (a) maintain at its own expense all Plant and Machinery for the time being owned by it in good working order and condition maintain at its own expense all Plant and Machinery for the time being owned by it in good working order and condition subject to fair wear and tear;
- (b) immediately on request by the Lender, affix to any item of Plant and Machinery a durable notice of this Deed in such form as the Lender may require;
- (c) not make any material alterations or additions to any Plant and Machinery which are reasonably likely to depreciate, jeopardise or prejudice their value or marketability;
- (d) not remove any Plant and Machinery from the Charged Property except for the purpose of maintenance pursuant to the terms of this Deed;

10.4 Insurance

- (a) effect and maintain at its expense insurances in respect of all its assets and business with insurers previously approved in writing by the Lender. Such insurances shall (in addition to complying with any requirements as to insurance in the Finance Documents):
 - (i) provide cover against such risks and in such amounts as is issued for companies owning or possessing similar assets and carrying on similar businesses and against all other risks which the Lender may from time to time specify;
 - (ii) have the interest of the Lender as mortgagee noted on all relevant policies;
 - (iii) be on such terms and contain such clauses as the Lender may reasonably require and in particular will require the relevant insurer to inform the Lender of:
 - (A) any cancellation, alteration, termination or expiry of any such insurance at least 30 days before it is due to take effect;
 - (B) any default in payment of any premium or failure to renew at least 30 days before the renewal date; or
 - (C) any act, omission or event of which the insurer has knowledge which

may make any insurance void, voidable or unenforceable (in whole or in part);

- (b) promptly pay all premiums relating to all policies of insurance;
- (c) supply to the Lender on request copies of each policy of insurance required to be maintained in accordance with this Deed together with current premium receipts relating to it;
- (d) not do or permit to be done or omit to do anything which may render any insurance void, voidable or unenforceable (in whole or in part) nor vary, amend or terminate any policy of insurance;
- (e) if it defaults at any time in effecting or maintaining such insurances or in producing any policy or receipt to the Lender on demand, authorise the Lender to take out or renew such policies of insurance in any sum which the Lender may reasonably think expedient. All moneys which are expended by the Lender in so doing shall be deemed to be properly paid by the Lender and shall be reimbursed by the Chargor on demand;
- (f) notify the Lender if any claim arises or may be made under the insurances;
- (g) give the Lender the sole right to conduct or settle any insurance claim;
- (h) authorise the Lender to give any discharge for insurance and to direct the application of all moneys received or receivable under any insurances either in making good the loss or damage in respect of which the same have been received or in or towards the discharge of the Secured Obligations;

10.5 Intellectual Property

- (a) observe and comply with all material obligations and laws to which it is subject in its capacity as registered proprietor, beneficial owner, user, licensor or licensee of its Intellectual Property or any part of it;
- (b) do all acts as are reasonably practicable to maintain, protect and safeguard its Intellectual Property and not discontinue the use of any of its Intellectual Property nor allow it to be used in such a way that it is put at risk by becoming generic or by being identified as disreputable in any way;
- (c) duly register in such register(s), or with such authorities as may be available for the purpose and in such name(s) as may be required by the law and practice of the place or registration, such of its Intellectual Property (and all assignments, licences and mortgages of it) as may be capable of registration in such places;
- (d) pay all fees necessary to maintain, protect and safeguard its Intellectual Property and the registrations required to be made for such purposes prior to the latest time provided for payment of them;
- (e) take all reasonable steps (including the commencement of legal proceedings) as may be necessary to safeguard and maintain the validity, reputation, integrity, registration or subsistence of its Intellectual Property;

- (f) not change the specification referred to in any of its registrations of Intellectual Property or permit any disclaimer, condition, restriction, memorandum or other thing to be entered on the registration of any of the trade marks comprised within such Intellectual Property, the effect of which will be to materially and adversely affect the value of such trade marks;
- (g) not grant any licence to any person to use its Intellectual Property in any manner which will materially and adversely affect the value of such Intellectual Property;
- (h) maintain a comprehensive, detailed and up-to-date centralised record of all its Intellectual Property (including details of agents engaged in relation to registrations of it) and, when reasonably requested by the Lender, immediately provide to the Lender a copy of such record and/or a summary of all its Intellectual Property created or acquired since the date of this Deed or the date of last notification;

10.6 Receivables

- (a) collect all Receivables promptly in the ordinary course of trading as agent for the Lender and immediately upon receipt pay all monies which it may receive in respect of the Receivables into such account(s) with such bank, financial institution or other person as the Lender may from time to time direct and pending such payment, hold all moneys so received upon trust for the Lender;
- (b) deal with the Receivables (both collected and uncollected) in accordance with any directions given in writing from time to time by the Lender;
- (c) not withdraw, attempt or be entitled to withdraw (or direct any transfer of) any amount standing to the credit without the prior consent of the Lender;
- (d) if called upon so to do by the Lender, execute a legal assignment of the Receivables to the Lender in such terms as the Lender may require and give notice thereof to the debtors from whom the Receivables are due, owing or incurred; and
- (e) deliver to the Lender such information as to the amount and nature of its Receivables as the Lender may from time to time reasonably require.

10.7 Investments

- (a) promptly pay all calls or other payments which may become due in respect of the Investments;
- (b) promptly send to the Lender copies of all notices, circulars, reports, accounts and other documents which are sent to the holders of any Investments;
- (c) at the request of the Lender, procure all consents, waivers and approvals which are necessary, under the articles of association of any Issuer or otherwise, for the transfer of the Investments to the Lender or its nominee or to a purchaser upon the enforcement of this Deed and to procure the amendment of the share transfer provisions of each Issuer's articles of association in such manner as the Lender may require in order to permit such a transfer;
- (d) if so requested by the Lender:

- (i) instruct any clearance system to transfer any Investment held by it for the Chargor or its nominee to an account of the Lender or its nominee with that clearance system; and
 - (ii) take whatever action the Lender may request for the dematerialisation or re-materialisation of any Investment held in a clearance system;
- (e) without prejudice to the above, permit the Lender, at the expense of any Chargor, to take whatever action it deems necessary for the dematerialisation or re-materialisation of any Investment;
- (f) until the security constituted by this Deed becomes enforceable, be entitled to:
 - (i) receive and retain all dividends, distributions and other moneys paid on or derived from the Investments; and
 - (ii) exercise all voting and other rights and powers attaching to the Investments provided that it must not do so in a manner which is prejudicial to the interests Lender under this Deed;
- (g) after the security constituted by this Deed becomes enforceable:
 - (i) hold all dividends, distributions and other moneys paid on or derived from the Investments on trust for the Lender; and
 - (ii) comply and procure that its nominees comply with any directions from the Lender concerning the exercise of all voting and other rights and powers attaching to the Investments;
- (h) at any time after the security constituted by this Deed becomes enforceable, permit the Lender to complete the instrument(s) of transfer for the Investments on behalf of each Chargor in favour of itself or such other person as it may select.

10.8 Material Contracts

- (a) not, without the prior written consent of the Lender, amend or waive any term of any Material Contract, terminate any Material Contract or release any other party from its obligations under any Material Contract;
- (b) duly perform its obligations under each Material Contract, notify the Lender of any material default by it or any other party under any Material Contract and not take any action which would reduce or impede recoveries in respect of any Material Contract; and
- (c) provide to the Lender, as soon as practicable upon receipt, copies of all notices which it may from time to time receive from any other party to any Material Contract.

10.9 Centre of Main Interests

not, without the prior written consent of the Lender, change its centre of main interest (as that expression is used in Article 3(1) of the EU Regulation) to somewhere other than England and

Wales, nor will it have any establishment (as that term is used in Article 2(h) of the EU Regulation) in any other jurisdiction.

10.10 Goodwill

- (a) not grant any franchise, licence or other authority to any person to use its company name, trade name or business name or any other business asset which will materially and adversely affect the value of the goodwill of the Chargor; and
- (b) where the prior written consent of the Lender had been given under Clause 10.10(a), it will comply with Clause 10.6 (*Receivables*) in relation to any income or monies receivable in respect of such franchise, licence or authority as if such income or monies were Receivables;

10.11 Uncalled capital

- (a) not call up, or receive in advance of its due date, any uncalled capital;
- (b) will promptly apply any paid capital towards the repayment, in full or in part, of the Secured Obligations.

11 ENFORCEMENT OF SECURITY

11.1 Enforcement

The security constituted by this Deed shall become immediately enforceable at any time after any of the Secured Obligations are unpaid on the due date for payment.

11.2 Powers on enforcement

At any time after the security created under this Deed becomes enforceable, the Lender may, without notice to any Chargor and whether or not it has appointed a Receiver, exercise:

- (a) all or any of the powers, authorities and discretions conferred on mortgagees by the Law of Property Act 1925 (as varied or extended by this Deed);
- (b) all of the powers conferred on the holder of a qualifying floating charge (as defined in the Insolvency Act 1986) by the Insolvency Act 1986; and
- (c) all or any of the powers conferred by this Deed.

11.3 No Liability as Mortgagee in Possession

Neither the Lender nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission for which a mortgagee in possession might otherwise be liable.

12 POWERS OF THE LENDER

12.1 Extension of Powers

The power of sale conferred on the Lender and on any Receiver by this Deed shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Deed.

12.2 Restrictions

Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Deed.

12.3 Power of Leasing

At any time after the security created by this Deed becomes enforceable, the Lender may lease or make arrangements to lease, at a premium or otherwise, and accept surrenders of leases without any restriction and in particular without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925.

12.4 Discretion

Any liberty or power which may be exercised or any determination which may be made hereunder by the Lender or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

12.5 Delegation

Each of the Lender and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise of such power, authority or discretion by the Lender or the Receiver itself or any subsequent delegation or revocation thereof.

12.6 Investigations

Following the occurrence of an Event of Default which is continuing the Lender may initiate an investigation of, and/or instruct any report (accounting, legal, valuation or other) on the business and affairs of any Chargor which it considers necessary to ascertain the financial position of the Chargor. All fees and expenses incurred by the Lender in connection with such investigations shall be payable by the Chargor and the Chargor consents to the provision by the Lender of all information in relation to the Chargor which the Lender provides to any person in relation to the preparation of any such report.

12.7 Power to Remedy

If at any time any Chargor does not comply with any of its obligations under this Deed, the Lender may (but shall not be obliged to) rectify such default and the Chargor irrevocably authorises the Lender, its employees and agents, at the Chargor's expense, to do all such things as are necessary or desirable to rectify such default.

13 APPOINTMENT OF RECEIVER

13.1 Appointment and Removal

At any time after the security created under this Deed becomes enforceable, or if requested to do so by any Chargor, the Lender may (by deed or otherwise and acting through its authorised officer):

- (a) appoint one or more persons jointly or severally to be a Receiver of the whole or any part of the Charged Property;
- (b) remove (so far as it is lawfully able) any Receiver(s) so appointed; and
- (c) appoint another person(s) as an additional or replacement Receiver(s).

13.2 Capacity of Receivers

Each Receiver shall be:

- (a) an agent of any Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration; and
- (b) entitled to remuneration for his services at a rate to be fixed by the Lender from time to time (without being limited to the maximum rate specified in Section 109(6) of the Law of Property Act 1925).

14 POWERS OF RECEIVER

14.1 General Powers

Every Receiver shall have all the powers:

- (a) conferred by the Law of Property Act 1925 on mortgagees in possession and receivers appointed under that Act;
- (b) set out in Schedule 1 to the Insolvency Act 1986; and
- (c) conferred from time to time on receivers by statute.

14.2 Additional Powers

In addition to the powers referred to in Clause 14.1 (*General Powers*) a Receiver shall have the power, at the cost of any Chargor and either in his own name or in the name of the Chargor or (with the written approval of the Lender) in the name of the Lender:

- (a) to take possession of, collect and get in all or any part of the Charged Property in respect of which the Receiver was appointed;
- (b) to carry on, manage or concur in carrying on and managing all or any part of the

business of the Chargor;

- (c) to borrow or raise money and secure the payment of any money in priority to the charges created by this Deed for the purpose of exercising his powers and/or defraying any costs or expenses incurred by him in such exercise;
- (d) to sell, let, lease or concur in selling, letting or leasing and to vary the terms or determine, surrender and to accept surrenders of leases or tenancies of or grant options or licences over all or any part of the Charged Property in any manner and on such terms as he thinks fit. The consideration for any such transaction may consist of cash or of shares or securities of another company (and the amount of such consideration may be dependent on profit or turnover or be determined by a third party) and may be payable in a lump sum or in instalments;
- (e) to sever any fixtures (including trade and tenants fixtures) from the property of which they form part, without the consent of the Chargor;
- (f) to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Charged Property, including, without limitation, all voting and other rights attaching to the Investments;
- (g) to make and effect all repairs, renewals, improvements, and insurances;
- (h) to redeem any prior Security in respect of all or any of the Charged Property and to settle and pass the accounts of the holder of such prior Security and any accounts so settled and passed will, in the absence of manifest error, be conclusive and binding on the Chargor. All moneys paid to the holder of such Security in accordance with such accounts shall form part of the Secured Obligations;
- (i) to promote the formation of subsidiaries of the Chargor for the purpose of purchasing, leasing, licensing or otherwise acquiring interests in all or any of the assets of the Chargor and to arrange for any such subsidiaries to trade or cease to trade on such terms as the Receiver thinks fit;
- (j) to take such proceedings and to make any arrangement or compromise which the Lender or the Receiver may think fit;
- (k) to appoint managers, officers and agents at such salaries and for such periods as the Receiver may determine;
- (l) to exercise in relation to all or any part of the Charged Property all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Charged Property; and/or
- (m) to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise expedient for or incidental or conducive to the preservation, improvement or realisation of the Charged Property.

15 APPLICATION OF MONEYS

- 15.1 All moneys received or recovered by the Lender or any Receiver pursuant to this Deed shall (subject to the rights and claims of any person having security ranking in priority to the security constituted by this Deed) be applied in the following order:

- (a) first, in satisfaction of, or provision for, all costs, charges and expenses incurred by the Lender or any Receiver and the payment of the remuneration of any Receiver;
 - (b) second, in or towards payment of any debts or claims which are required by law to be paid in preference to the Secured Obligations, but only to the extent to which such debts or claims have such preference;
 - (c) third, in or towards payment of all matters referred to in the first three paragraphs of Section 109(8) of the Law of Property Act 1925 (other than the remuneration of the Receiver);
 - (d) fourth, in or towards satisfaction of the Secured Obligations; and
 - (e) fifth, any surplus shall be paid to the relevant Chargor or any other person entitled thereto.
- 15.2 Only money actually paid by the Receiver to the Lender, or received or recovered by the Lender under this Deed, shall be capable of being applied in or towards the satisfaction of the Secured Obligations and any Chargor shall have no rights in respect of the application by the Lender of any sums received, recovered or realised by the Lender under this Deed.

15.3 Suspense Account

Until all Secured Obligations have been irrevocably and unconditionally paid and discharged in full, the Lender and any Receiver may place and keep for such time as it thinks prudent any moneys received, recovered or realised under or by virtue of this Deed in a separate or suspense account to the credit of either any Chargor or of the Lender without any obligation to apply all or any part of such moneys in or towards the discharge of the Secured Obligations. Amounts standing to the credit of such Suspense Account shall bear interest at a fair market rate.

15.4 Avoidance of Payments

If the Lender reasonably considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargors under this Deed and the security constituted hereby shall continue and such amount shall not be considered to have been irrevocably paid.

16 PROTECTION OF PURCHASERS

16.1 Receipts

The receipt of the Lender or its delegate or any Receiver shall be conclusive discharge to a purchaser in any sale or disposal of any of the Charged Property.

16.2 Protection of Purchasers

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

17 POWER OF ATTORNEY

17.1 Appointment

Each Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, irrevocably appoints the Lender, each person to whom the Lender shall from time to time have delegated the exercise of the power of attorney conferred by this Clause and any Receiver jointly and severally to be its attorney and in its name and on its behalf to execute, deliver and perfect all documents and to do all things which the attorney may consider to be necessary for:

- (a) carrying out any obligation imposed on the Chargor by this Deed that the Chargor has failed to perform (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Property); and
- (b) enabling the Lender and any Receiver to exercise any of the powers conferred on them by or pursuant to this Deed or by law.

17.2 Ratification

Each Chargor ratifies and confirms and agrees to ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

18 CONTINUING SECURITY

- 18.1 The security created by or pursuant to this Deed will be a continuing security for the Secured Obligations notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or other matter or thing whatsoever and will be without prejudice and in addition to and shall not merge with any other right, remedy or security which the Lender may hold at any time for the Secured Obligations and will not be affected by any release, reassignment or discharge of such other right, remedy or security.

18.2 Settlements conditional

Any release, discharge or settlement between any Chargor or the Lender shall be conditional upon no security, disposition or payment to the Lender by the Chargor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy or insolvency or for any other reason whatsoever, and if such condition shall not be fulfilled the Lender shall be entitled to enforce this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

19 SET-OFF AND CURRENCY

19.1 Consolidation of accounts and set off

In addition to any general lien or similar rights to which it may be entitled by operation of law, the Lender may at any time and without notice to any Chargor combine or consolidate all or any of the Chargor's then existing accounts with and liabilities to the Lender and set off or transfer any sum or sums standing to the credit of any one of more of such accounts in or towards satisfaction of the Secured Obligations.

19.2 Currency

For the purpose of or pending the discharge of the Secured Obligations, the Lender may, in its sole discretion, convert any moneys received, recovered or realised in any currency under this Deed (including the proceeds of any previous conversion under this Clause) from their existing currency into any other currency at such rate or rates of exchange and at such time as the Lender thinks fit.

20 NEW ACCOUNTS

If the Lender at any time receives or is deemed to have received notice of any subsequent Security affecting all or any part of the Charged Property it may open a new account or accounts with any Chargor. If the Lender does not open a new account or accounts it shall nevertheless be treated as if it had done so as at the time when it received or was deemed to have received such notice and as from such time all payments made to the Lender shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount of the Secured Obligations.

21 EXPENSES AND INDEMNITY

21.1 Expenses

Each Chargor shall, from time to time on demand of the Lender, pay or reimburse the Lender on a full indemnity basis for all costs and expenses (including legal fees) together with any VAT or similar taxes thereon incurred by it in connection with the preparation, execution, perfection, amendment, enforcement, discharge and/or assignment of this Deed. Such costs and expenses shall form part of the Secured Obligations and shall carry interest from the date of such demand until so paid or reimbursed at the rate determined in accordance with clause 9.1 (*Default Interest*) of the Credit Agreement.

21.2 Indemnity

Each Chargor shall, notwithstanding any release or discharge of all or any part of the security constituted by this Deed, indemnify the Lender, its agents, attorneys and any Receiver against any action, proceeding, claim, loss, liability and cost which it may sustain:

- (a) in the exercise (or purported exercise) of any of the rights, powers or discretions vested in them by this Deed (or by law); and/or
- (b) in connection with or otherwise relating to this Deed or the Charged Property.

22 MISCELLANEOUS

22.1 No Deduction

All payments to be made to the Lender under this Deed shall be made in freely available funds and shall be made clear of and without deduction for or on account of tax. If any Chargor is required by law to make a tax deduction, the sum payable by the Chargor shall be increased to the extent necessary to ensure that, after the making of such deduction, the recipient of such sum receives and retains a net sum equal to the sum which it would have received and retained had no such deduction been made or required to be made.

22.2 Assignment and disclosure of information

The Lender may assign and transfer all or any of its rights and obligations under this Deed. The Lender shall be entitled to disclose such information concerning the Chargors and this Deed as the Lender considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

22.3 Perpetuity Period

The perpetuity period under the rule against perpetuities, if applicable to this Deed, shall be the period of eighty years from the date of this Deed.

22.4 Remedies and Waivers

No failure on the part of the Lender to exercise, or any delay on its part in exercising, any Collateral Right shall operate as a waiver thereof, nor shall any single or partial exercise of any Collateral Right preclude any further or other exercise of that or any other Collateral Right.

22.5 No Liability

None of the Lender, its delegate(s) nominee(s) or any Receiver shall be liable for any loss by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property, except in the case of gross negligence or wilful default upon its part.

22.6 Partial Invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

22.7 Certificates

A certificate of the Lender specifying any amount due from any Chargor shall, in the absence of manifest error, be prima facie evidence of such amount.

23 NOTICES

Each communication to be made under this Deed shall be made in accordance with the provisions of clause 28 (*Notices*) of the Credit Agreement.

24 COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

25 GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and shall be construed in accordance with English law.

26 JURISDICTION

26.1 English Courts

The courts of England have exclusive jurisdiction to settle any disputes (a "**Dispute**") arising out of, or connected with this Deed (including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity).

26.2 Convenient Forum

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

26.3 Exclusive Jurisdiction

This Clause 26 is for the benefit of the Lender only. As a result and notwithstanding Clause 26.1 (*English Courts*), it does not prevent the Lender from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Lender may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been signed on behalf of the Lender and **EXECUTED AS A DEED** by the Original Chargors and is delivered by them on the date first specified above.

SCHEDULE 1

The Original Chargors

Name of Original Chargor	Company number	Registered Office
DOT100 Limited	09019612	Kingfisher House, No. 11, Hoffmanns Way, Chelmsford, CM1 1GU
DPJD Limited	08966463	Kingfisher House, No. 11, Hoffmanns Way, Chelmsford, CM1 1GU
DPMK Limited	06525012	Kingfisher House, No. 11, Hoffmanns Way, Chelmsford, CM1 1GU
Spinnaker IM No.2 Ltd	09365297	Kingfisher House, No. 11 Hoffmanns Way, Chelmsford, Essex, CM1 1GU
Spinnaker Investment Management Limited	06802467	Kingfisher House, No. 11 Hoffmanns Way, Chelmsford, Essex, CM1 1GU
Wentworth Investment Management Limited	06802517	Kingfisher House, No. 11 Hoffmanns Way, Chelmsford, Essex, CM1 1GU
DPSK Limited	08966461	Fortune House Crabtree Office Village, Eversley Way, Egham, Surrey, TW20 8RY
GDSK Limited	08966428	Kingfisher House, No. 11, Hoffmanns Way, Chelmsford, CM1 1GU
Maricksons Limited	04106599	Kingfisher House, No. 11, Hoffmanns Way, Chelmsford, CM1 1GU
Za Za Bazaar Limited	08966449	Westwood 27 Oaken Lanes, Codsall, Wolverhampton, WV8 2AH
Za Za Ops Limited	09019653	Kingfisher House, No. 11, Hoffmanns Way, Chelmsford, CM1 1GU
DPGS Limited	02888940	Kingfisher House, No. 11, Hoffmanns Way, Chelmsford, CM1 1GU

SCHEDULE 2

Notices of Assignment

Form of Notice of Assignment Account Bank

To: [Account Bank]

Date: []

Dear Sirs

We give notice that by a Guarantee and Debenture dated [], we have assigned and charged to HSBC Bank plc (the "Lender") all our right, title and interest in and to all sums which are now or may from time to time in the future stand to the credit of:

Account Number []

Account Holder []

together with all interest accrued or accruing thereto and the debts represented by those sums (the "Account").

We hereby irrevocably instruct and authorise you:

- 1 to credit to the Account all interest from time to time earned on the sums of money held in the Account;
- 2 to disclose to the Lender such information relating to the Account and the sums in the Account as the Lender may, at any time and from time to time, request;
- 3 to hold all sums from time to time standing to the credit of the Account to the order of the Lender;
- 4 to pay or release all or any part of the sums from time to time standing to the credit of the Account in accordance with the written instructions of the Lender at any time and from time to time; and
- 5 to comply with the terms of any written notice or instructions in any way relating to the Account or the sums standing to the credit of the Account from time to time which you may receive at any time from the Lender.

Please note we are not permitted to withdraw any amount from the Account without the prior written consent of the Lender.

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

This letter is governed by English law.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Lender at [Address].

Yours faithfully

.....
Authorised Signatory
for and on behalf of
[Chargor]

[On Copy Only:]

Form of Account Bank Acknowledgement

To: HSBC Bank plc

Date: []

Dear Sirs

We acknowledge receipt of a notice (the "**Notice**") in the terms set out above and confirm that:

- 1 we have not previously received notice of any previous assignments of, charges over or trusts in respect of the Account;
- 2 we have noted the restrictions imposed upon the Company and the authority of the Lender in respect of the Account and will not act in such a way as to breach those restrictions or to ignore the authority of the Lender;
- 3 we will act in accordance with the terms of the Notice; and
- 4 we waive all rights of set-off, combination or consolidation which we may have at any time in respect of the Account.

Yours faithfully,

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

Form of Notice of Assignment of Contract Counterparty

To: *[Counterparty to Material Contract]*

Date: []

Dear Sirs

We give notice that pursuant to a guarantee and debenture dated [] we have assigned to HSBC Bank plc (the "**Lender**") all our right, title and interest in and to *[details of Material Contract]* (the "**Contract**") including all moneys which may be payable in respect of the Contract.

With effect from your receipt of this notice:

- 1 all payments by you to us under or arising from the Contract should be held to the order of the Lender or as it may specify in writing from time to time;
- 2 all remedies provided for in the Contract or available at law or in equity are exercisable by the Lender;
- 3 all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Contract and all rights to compel performance of the Contract are exercisable by the Lender although we shall remain liable to perform all the obligations assumed by us under the Contract;
- 4 you are authorised and instructed, without requiring further approval from us, to disclose to the Lender such information relating to the Contract as it may from time to time request and to send it copies of all notices issued by you under the Contract to the Lender at *[address]* as well as to us;
- 5 we may not initiate or agree to any amendment to, waive any obligation under or agree to any termination of the Contract without the prior written consent of the Lender.

These instructions may not be revoked or amended without the prior written consent of the Lender.

This notice is governed by English Law.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Lender at the address set out in paragraph 4 of this notice.

Yours faithfully

.....

Authorised Signatory
for and on behalf of
[Chargor]

[On copy only:]

Form of acknowledgement from Contract Counterparty

To: HSBC Bank plc

Date: []

Dear Sirs

We acknowledge receipt of a notice dated [] (the "**Notice**") relating to the [*details of Material Contract*].

We:

- 1 agree to the terms set out in the Notice and to act in accordance with its terms;
- 2 confirm that we have not received any prior notice that [*Company*] has assigned its rights under the Contract or created any other interest (whether by way of security or otherwise) in favour of a third party; and
- 3 agree not to exercise any right to terminate the Contract [or take any action to amend or supplement the Contract] without the prior written consent of the Lender.

Yours faithfully

.....
For and on behalf of
[Counterparty to Material Contract]

Position: []

Address: []

Telephone: []

Form of Notice of Assignment to Insurers

To: *[Insurer]*

Date: []

Dear Sirs

We give notice that pursuant to a guarantee and debenture dated [] we have assigned to *[Lender]* (the "**Lender**") all our right, title and interest in and to the proceeds of *[insert details of relevant insurance policy]* (the "**Policy**").

With effect from your receipt of this notice we instruct you to:

- 1 note the interest of the Lender on the Policy as Mortgagee and in addition endorse on the Policy the provisions set out in the attachment to this notice; and
- 2 disclose to the Lender, without further approval from us, such information regarding the Policy as the Lender may from time to time request and to send it copies of all notices issued by you under the Policy.

With effect from your receipt of this notice all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Policy (including all rights to compel performance) belong to and are exercisable by the Lender.

This letter is governed by English law.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Lender at *[Address]*.

Yours faithfully

.....
Authorised Signatory
for and on behalf of
[Chargor]

ENDORSEMENT

The Policy shall contain the following provisions or endorsements:

IT IS HEREBY CONFIRMED AND AGREED:

- 1 that the interest of HSBC Bank plc (the "**Lender**") and any successor or assignee is noted on the Policy as first Mortgagee;
- 2 that the cover afforded by the Policy applies to *[insert short description of the properties/assets of the Insured to which the Policy relates]* (together the "**Properties and Assets**") of which *[insert name of Company]* (the "**Insured**") is the legal owner;
- 3 that that the Lender shall be promptly notified in respect of claims of more than £500,000;
- 4 that any payments made in respect of claims in relation to the Properties and Assets shall, unless otherwise agreed by the Lender, be made to the Lender;
- 5 that the interest of the Lender in the Policy shall not be prejudiced by any act or neglect of the Insured or the occupier of any building insured under the Policy and the Insurer shall not allow the Policy to lapse without the Lender being notified in writing and being given a period of at least 30 days from the date of receipt of such notice during which it can rectify any defects and/or pay any additional premium;
- 6 that the following policy condition shall be deemed to form part of the Policy and, where necessary to give full effect to such condition, shall replace any existing contrary policy conditions:

"Waiver of Right of Recourse to Other Insurances

It is expressly understood and agreed that notwithstanding any contrary provision in this Policy, this Policy provides primary insurance for the Insured and that in the event of loss or damage to the insured property covered by this Policy which is also covered either in whole or in part under any other policy or policies of insurance effected by or on behalf of any of the parties comprising the Insured, the Insurer will indemnify the Insured as if such other policy or policies of insurance were not in force and the Insurer waives rights of recourse (to the extent it has any) arising out of any claim, recourse or any other action the Insurer may have against the insurers (or any of them) of such other policy or policies of insurance."

[On copy only:]

Form of acknowledgement from Insurer

To: HSBC Bank plc

Date: []

We acknowledge receipt of a notice dated [] relating to the Policy (the "**Notice**") and confirm that we have not received notice of any previous assignments of or charges over the Policy and that we will comply with the terms of the Notice and the endorsement attached to that Notice.

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

Form of Notice of Assignment to Issuer of Investments

To: *[name of Issuer of Investment]*

Date: []

Dear Sirs

We give notice that pursuant to a guarantee and debenture dated [] we have assigned to HSBC Bank plc (the "**Lender**") all of our right, title and interest in and to the securities listed in the Annex to this letter (the "**Investment**").

We have agreed that:

- 1 following receipt by you of a notice to that effect from the Lender, the Lender or its nominee may take our place and deal with you directly in relation to each Investment;
- 2 all payments under or in relation to any Investment shall be made to the Lender at *[insert details of Account]* or to its order as it may specify in writing from time to time;
- 3 if you pay any moneys into *[insert details of Account]* or any other account on the instructions of the Lender, we confirm that payment into such account or, as the case may be, compliance with such instructions, shall satisfy the debt owed to us to the extent of the moneys so paid; and
- 4 notwithstanding the assignment of the Investment, we shall remain liable to perform all our obligations under the Investment.

This notice shall be irrevocable, and may not be in any way varied, amended or supplemented, without the written consent of the Lender.

This letter is governed by English law.

Please acknowledge receipt of this notice by signing the acknowledgement in the enclosed copy letter and returning it to the Lender at *[Address]*.

Yours faithfully

.....
Authorised Signatory
For and on behalf of
[Chargor]

ANNEX

[List Investments and supporting documents owned by the Company]

[On Copy only:]

Form of acknowledgement from Issuer

To: HSBC Bank plc

Date: []

Dear Sirs

We acknowledge receipt of a notice dated [] (the "**Notice**") in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over any of the rights, title and interest referred to in the Notice and that we will comply with the terms of the Notice.

We confirm that:

- 1 all sums due to the Company from ourselves under or in relation to each Investment shall be
paid to *[insert details of relevant Account]* or as you shall otherwise instruct;
- 2 at any time after you deliver to us a notice to that effect, you and/or your nominee may, but
shall not be obliged to, exercise all or any of the Company's rights under or in relation to the
Investment (including, without limitation, the Company's right to require payment thereunder
in accordance with the terms thereof); and
- 3 we shall owe all our obligations under the Investment to you in place of the Company.

Yours faithfully

for and on behalf of
[Issuer of Investment]

SCHEDULE 3

MATERIAL CONTRACTS

SCHEDULE 4

FORM OF ACCESSION DEED

THIS ACCESSION DEED is made on 20[•]

BETWEEN

- (1) [•] LIMITED a company incorporated in [•] with registered number [•] and registered address [•] (the "Acceding Company")
- (2) DPSK Limited (the "Parent"); and
- (3) HSBC Bank plc (the "Lender").

BACKGROUND

This Accession Deed is supplemental to a Guarantee and Debenture dated [•] 2016 and made between (1) the Chargors named in it and (2) the Lender (the "Guarantee and Debenture").

IT IS AGREED:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in, or construed for the purposes of, the Guarantee and Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

1.2 Construction

Clause 1.2 (*Interpretation*) of the Guarantee and Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2 ACCESSION OF THE ACCEDING COMPANY

2.1 Accession

The Acceding Company:

- 2.1.1 unconditionally and irrevocably undertakes to and agrees with the Lender to observe and be bound by the Guarantee and Debenture; and
- 2.1.2 creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Guarantee and Debenture,

as if it had been an original party to the Guarantee and Debenture as one of the Chargors.

2.2 Covenant to pay

The Acceding Company (jointly and severally with the other Chargors), covenants in favour of the Lender that it will pay and discharge the Secured Obligations from time to time when they fall due.

2.3 Charge and assignment

The Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Lender for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clause 3 (*Grant of security*) of the Guarantee and Debenture including (without limiting the generality of the foregoing):

2.3.1 by way of first legal mortgage all the freehold and leasehold Real Property (if any) vested in or charged to the Acceding Company;

2.3.2 by way of first fixed charge all the Charged Securities (if any) together with all Related Rights from time to time accruing to them;

2.3.3 by way of first fixed charge its Account Bank and its other accounts with any bank or financial institution at any time and all monies at any time standing to the credit of such accounts;

2.3.4 by way of first fixed charge all Intellectual Property (if any);

2.3.5 by way of absolute assignment the Relevant Contracts (if any), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and

2.3.6 by way of absolute assignment the Insurances (if any), all claims under the Insurances and all proceeds of the Insurances.

2.4 Representations

The Acceding Company makes the representations and warranties set out in this paragraph 2.4 to the Lender as at the date of this Accession Deed:

2.4.1 The Acceding Company is the sole legal and beneficial owner of all of the Security Assets; and

2.4.2 the Charged Securities constitute the entire share capital owned by the Acceding Company in the relevant company and constitute the entire share capital of each such company.

2.5 Consent

Pursuant to clause 7.1 (*Accession Deed*) of the Guarantee and Debenture, the Parent (as agent for itself and the existing Chargors):

2.5.1 consents to the Accession of the Acceding Company to the Guarantee and Debenture on the terms of this Accession Deed; and

2.5.2 agrees that the Guarantee and Debenture shall, after the date of this Deed, be read and construed as if the Acceding Company had been named in the Guarantee and Debenture as a Chargor.

3 CONSTRUCTION OF GUARANTEE AND DEBENTURE

This Accession Deed shall be read as one with the Guarantee and Debenture so that all references in the Guarantee and Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed.

4 THIRD PARTY RIGHTS

Save as expressly provided to the contrary in the Guarantee and Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

5 NOTICE DETAILS

Notice details for the Acceding Company are those identified with its name above.

6 COUNTERPARTS

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

7 GOVERNING LAW

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

IN WITNESS of which this Accession Deed has been duly executed by the Acceding Company and the Parent as a deed and duly executed by the Lender and has been delivered on the first date specified on page 1 of this Accession Deed by the Acceding Company and the Parent.

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPANY

EXECUTED and DELIVERED)
as a DEED by)
[NAME OF ACCEDING COMPANY])
acting by:)

.....
Director

in the presence of:

Witness signature:

Name of witness:

Address:

Occupation:

THE PARENT

EXECUTED and DELIVERED)
as a DEED by)
[•])
acting by:)

.....
Director

in the presence of:

Witness signature:

Name of witness:

Address:

Occupation:

THE LENDER

SIGNED for and on
behalf of
HSBC BANK plc

)
)
)

in the presence of:

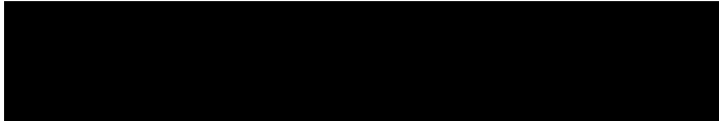
.....
Authorised signatory

Execution Pages

Chargors

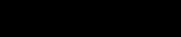
EXECUTED and DELIVERED
as a DEED by
DOT100 LIMITED
acting by:

)
)
)
)



Director

in the presence of:



Witness signature:

Name of witness:

Address:

Occupation:

Ramandeep Haire
30 Medlake Road
Egham
Surrey
TW20 8HU

OFFICE MANAGER

EXECUTED and DELIVERED
as a DEED by
DPJD LIMITED
acting by:

)
)
)
)



Director

in the presence of:



Witness signature:

Name of witness:

Address:

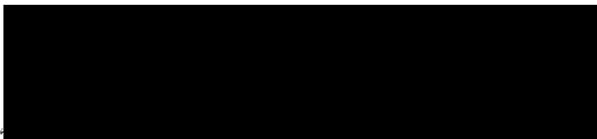
Occupation:

Ramandeep Haire
30 Medlake Road
Egham
Surrey
TW20 8HU

OFFICE MANAGER

EXECUTED and DELIVERED
as a DEED by
DPMK LIMITED
acting by:

)
)
)
)



Director

in the presence of:



Witness signature:

Name of witness:

Address:

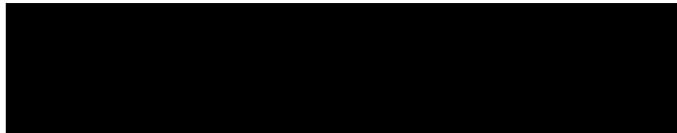
Occupation:

Ramandeep Haire
30 Medlake Road
Egham
Surrey
TW20 8HU

OFFICE MANAGER

EXECUTED and DELIVERED
as a DEED by
SPINNAKER IM No.2 LIMITED
acting by:

)
)
)
)



Director

in the presence of:



Ramandeep Haire
30 Medlake Road
Egham
Surrey
TW20 8HU

Witness signature:

Name of witness:

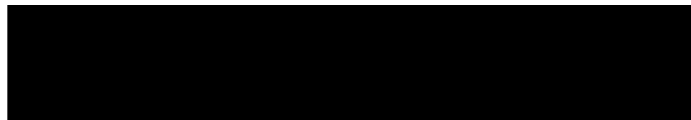
Address:

Occupation:

OFFICE MANAGER

EXECUTED and DELIVERED
as a DEED by
SPINNAKER INVESTMENT
MANAGEMENT LIMITED
acting by:

)
)
)
)
)



Director

in the presence of:



Ramandeep Haire
30 Medlake Road
Egham
Surrey
TW20 8HU

Witness signature:

Name of witness:

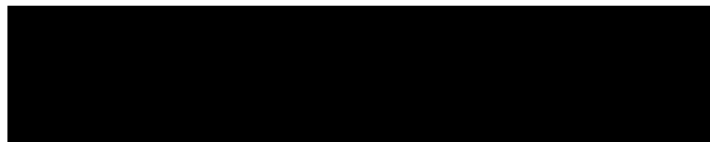
Address:

Occupation:

OFFICE MANAGER

EXECUTED and DELIVERED
as a DEED by
WENTWORTH INVESTMENT
MANAGEMENT LIMITED
acting by:

)
)
)
)
)



Director

in the presence of:



Ramandeep Haire
30 Medlake Road
Egham
Surrey
TW20 8HU

Witness signature:

Name of witness:

Address:

Occupation:

OFFICE MANAGER

EXECUTED and DELIVERED
as a DEED by
DPSK LIMITED
acting by:

Director

in the presence of:

Witness signature:

Name of witness:

Address:

Occupation:

Ramandeep Haire
30 Medlake Road
Egham
Surrey
TW20 8HU

OFFICE MANAGER

EXECUTED and DELIVERED
as a DEED by
GDSK Limited
acting by:

Director

in the presence of:

Witness signature:

Name of witness:

Address:

Occupation:

Ramandeep Haire
30 Medlake Road
Egham
Surrey
TW20 8HU

OFFICE MANAGER

EXECUTED and DELIVERED
as a DEED by
Maricksons Limited
acting by:

Director

in the presence of:

Witness signature:

Name of witness:

Address:

Occupation:

Ramandeep Haire
30 Medlake Road
Egham
Surrey
TW20 8HU

OFFICE MANAGER

EXECUTED and DELIVERED)
as a DEED by)
ZA ZA BAZAAR LIMITED)
acting by:)

Director

in the presence of:

Witness signature:

Name of witness:

Address:

Occupation:

Ramandeep Haire
30 Medlake Road
Egham
Surrey
TW20 8HU

OFFICE MANAGER

EXECUTED and DELIVERED)
as a DEED by)
ZA ZA OPS LIMITED)
acting by:)

Director

in the presence of:

Witness signature:

Name of witness:

Address:

Occupation:

Ramandeep Haire
30 Medlake Road
Egham
Surrey
TW20 8HU

OFFICE MANAGER

EXECUTED and DELIVERED)
as a DEED by)
DPGS LIMITED)
acting by:)

Director

in the presence of:

Witness signature:

Name of witness:

Address:

Occupation:

Ramandeep Haire
30 Medlake Road
Egham
Surrey
TW20 8HU

OFFICE MANAGER

Lender

SIGNED for and on
behalf of
HSBC BANK plc

)
)
)



Authorised signatory