

MR01

Particulars of a charge

087914/26

Laserform

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](http://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 no  
instrument. Use form MR02

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration**  
**21 days** beginning with the day after the date of creation of  
the charge. If it is 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  
scanned and placed on the public record. **Do not send the original.**



A22 \*A3B7HJQR\*  
01/07/2014 #143  
COMPANIES HOUSE

TUESDAY

**1 Company details**

Company number 0 9 0 7 6 9 0 5

Company name in full MEL Midco Limited

For official use  
→ **Filing 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 d 2 d 6 m 0 m 6 y 2 y 0 y 1 y 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 Rutland Partners LLP

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

MR01

Particulars of a charge

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

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 <sup>1</sup>**

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

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X Taylor Wessing Ltd 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 GXE

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode E C 4 A 3 T W

Country

DX 41 London London - Chancery Lane

Telephone +44 (0)207 300 7000

**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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9076905

Charge code: 0907 6905 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th June 2014 and created by MEL MIDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st July 2014.

Given at Companies House, Cardiff on 7th July 2014



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED

26 June 2014

MEL MIDCO LIMITED  
as Chargor

and

RUTLAND PARTNERS LLP  
as Security Trustee for the Secured Parties (as defined herein)

DEBENTURE

Certified to be a true copy  
of the original

*Taylor Wessing LLP*  
Taylor Wessing LLP

5 New Street Square | London EC4A 3TW  
Tel +44 (0)20 7300 7000  
Fax +44 (0)20 7300 7100  
DX 41 London  
[www.taylorwessing.com](http://www.taylorwessing.com)

**TaylorWessing**

## Index

Clause No.	Page No.
1. Definitions and Interpretation	1
2. Undertaking to Pay	7
3. Fixed Security	7
4. Floating Security	8
5. Leasehold Security Restrictions	9
6. Rental Income	9
7. Debts and Accounts	10
8. Investments	11
9. Representations	12
10. Negative Undertakings	13
11. Undertakings relating to the Charged Property	14
12. Enforcement of Security	16
13. Powers of Receiver and Security Trustee	18
14. Delegation of Powers by Security Trustee or Receiver	18
15. Exclusion of Liability	19
16. Reimbursement and Indemnity	19
17. Application of Sums Realised	20
18. Protection of Persons Dealing with Security Trustee or Receiver	20
19. Notice of Subsequent Charge	20
20. Further Assurance	21
21. Power of Attorney by Chargor	21
22. Discharge of Security	21
23. Redemption	22
24. Remedies and Waivers	22
25. Calculations and Certificates	22
26. Miscellaneous	22
27. Notices	24
28. Law	25
29. Jurisdiction	25
SCHEDULE 1	26
SCHEDULE 2	27
SCHEDULE 3	28
SCHEDULE 4	29
SCHEDULE 5	30
SCHEDULE 6	33

THIS DEBENTURE is made on

26 June 2014

**BETWEEN**

- (1) **MEL MIDCO LIMITED** (company number 09076905) whose registered office is at Cunard House, 15 Regent Street, London SW1Y 4LR (the "**Chargor**"), and
- (2) **RUTLAND PARTNERS LLP** (a limited liability partnership registered under the laws of England and Wales with registered number OC305965) in its capacity as security trustee for the Secured Parties (the "**Security Trustee**")

**AGREED TERMS**

**1. Definitions and Interpretation**

**1.1 Definitions**

In this deed

"**Account**" means any present or future account of the Chargor with a bank or other financial institution or any other account which is opened in place of such account at the request of or with the consent of the Security Trustee,

"**Account Bank**" means any bank or other financial institution with which an Account is held,

"**Administrator**" means any one or more persons appointed as an administrator of the Chargor by the Security Trustee under paragraph 14 of schedule B1 to the Insolvency Act,

"**Blocked Account**" means the bank account of the Chargor opened or to be opened with an Account Bank approved by the Security Trustee and from which the Chargor is not permitted to make withdrawals except with the written consent of the Security Trustee,

"**Business Day**" means any day other than a Saturday or Sunday or an English bank holiday,

"**Charged Property**" means the assets mortgaged, charged or assigned by the Chargor under this deed,

"**Debt Facility**" means any loan facility or credit arrangement (including, without limitation, any working capital, receivables purchase facility, stock and equipment facility, hedging, overdraft, revolving credit facility or term loan facility) provided by one or more third party lenders to any Group Company on or after the date of this deed,

"**Debt Funder**" means the provider of any Debt Facility,

"**Debts**" means all book and other debts and rights to money and income (other than Rental Income) liquidated and unliquidated due or owing to the Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but excluding cash at bank,

"**Delegate**" means any person to whom the Security Trustee delegates any or all of its functions under the Security Trust Deed under and in accordance with the Security Trust Deed,

**"Designated Account"** means the Blocked Account and any other account of the Chargor with any bank which has been notified of the Security Trustee's interest in such account and has agreed in writing not to permit withdrawals from such account except with the written consent of the Security Trustee,

**"Dividends"** means all dividends, interest and other money payable in respect of the Investments,

**"Enforcement Event"** means any of the events referred to in paragraphs (a) to (f) (inclusive) of clause 4.2 (Conversion),

**"Environment"** means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media

- (a) air (including, without limitation, air within natural or man-made structures, whether above or below ground),
- (b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers), and
- (c) land (including, without limitation, land under water),

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

- (a) the pollution or protection of the Environment,
- (b) the conditions of the workplace, or
- (c) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste,

**"Event of Default"** has the meaning given to such term in the relevant Loan Note Instrument,

**"Financial Collateral Regulations"** means the Financial Collateral Arrangements (No 2) Regulations 2003 SI 2003/3226,

**"Group Company"** shall have the meaning given to such term in the relevant Loan Note Instrument,

**"Guarantee"** means the deed of guarantee and indemnity granted by the Guarantor in favour of the Secured Parties (as defined therein) and dated on or around the date of this deed,

**"Guarantor"** means Maplin Electronics Limited, a company incorporated in England and Wales with company number 01264385,

**"Insolvency Act"** means the Insolvency Act 1986,

**"Insolvency"** in respect of any person means

- (a) such person is unable to, or admits an inability to, settle its debts as the same fall due for payment,
- (b) that person's bankruptcy, dissolution, liquidation, winding up or administration or that person entering into any voluntary arrangement or composition with creditors,



- (c) the appointment of a receiver or administrative receiver in respect of all or part of that person's assets, and
- (d) any event having a similar effect under the laws of any relevant jurisdiction,

and "Insolvent" shall be construed accordingly,

"**Intellectual Property**" means all present and future rights of the Chargor in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing,

"**Intercreditor Agreement**" means any intercreditor deed made between (*inter alios*)

- (a) any Debt Funder in its capacity as lender and/or agent under any Debt Facility,
- (b) the Secured Noteholders (if required), and
- (c) the Security Trustee,

"**Investment**" means any

- (a) stock, share, bond or any form of loan capital of or in any legal entity,
- (b) unit in any unit trust or similar scheme,
- (c) warrant or other right to acquire any such investment,

and any offer, right or benefit in respect of any such investment other than Dividends,

"**Lease**" includes any underlease, tenancy, letting, licence, any document supplemental or collateral to any of them and any agreement to enter into any of them and the expression tenant will be construed accordingly,

"**Loan Note A1 Instrument**" means the series A1 loan note instrument dated on or about the date of this deed constituting the Secured A1 Loan Notes,

"**Loan Note B1 Instrument**" means the series B1 loan note instrument dated on or about the date of this deed constituting the Secured B1 Loan Notes,

"**Loan Note Documents**" means the Loan Note Instruments, the Secured Loan Notes, each Security Document, the Security Trust Deed and any other agreement or document which is ancillary or supplemental to any of them,

"**Loan Note Instruments**" means the Loan Note A1 Instrument and the Loan Note B1 Instrument and "**Loan Note Instrument**" shall be construed accordingly,

"**LPA**" means the Law of Property Act 1925,

"**Original Secured A1 Noteholders**" means the persons listed in schedule 1 part A,

"**Original Secured B1 Noteholders**" means the persons listed in schedule 1 part B,

"**Original Secured Noteholders**" means the Original Secured A1 Noteholders and the Original Secured B1 Noteholders,

**"Permitted Disposal"** means any sale, lease, licence, transfer or other disposal which is on arm's length terms

- (a) of trading stock, receivables or cash made by the Chargor in the ordinary course of its trading,
- (b) of obsolete or redundant vehicles, plant and equipment for cash,
- (c) arising as a result of any Permitted Security, or
- (d) being the grant of leases and/or licences over Real Property (on arm's length terms),

**"Permitted Security"** means

- (a) any Security in favour of the Security Trustee, and
- (b) a lien arising in the ordinary course of business by operation of law and not as a result of any default or omission by the Chargor, and
- (c) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to the Chargor in the ordinary course of business and on the supplier's standard or usual terms and not arising as a result of any default or omission of the Chargor, and
- (d) any Security to which the Security Trustee has provided its prior written consent to the creation of,

**"PIK Notes"** has the meaning given to such term in the relevant Loan Note Instrument,

**"Plant and Equipment"** means any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property which are not Real Property,

**"Property"** means any property described in schedule 2,

**"Real Property"** means

- (a) any freehold, leasehold or immoveable property (including the Property), and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated or forming part of such property,

**"Receiver"** means any one or more persons appointed as a receiver, receiver and manager or administrative receiver under this deed,

**"Rental Income"** means all rent and other income, payments or sums payable to the Chargor in respect of any Property or any part thereof by any lessee, tenant, licensee or other occupier of all or any part of such Property pursuant to a Lease (including any surety for the same),

**"Sale"** means the transfer, assignment, sale, compulsory acquisition or other disposal, or the grant or creation of any interest derived out of all or any part of any Property (including the grant of a Lease at a premium) and **"Sold"** shall be construed accordingly,

**"Secured A1 Loan Notes"** means the £35,592,500 15% series A1 secured loan notes 2019 created by the Company and constituted by the Loan Note A1 Instrument,

**"Secured B1 Loan Notes"** means the £484,010 15% series B1 secured loan notes 2019 created by the Company and constituted by the Loan Note B1 Instrument,

**"Secured Liabilities"** means all liabilities and obligations of the Chargor or the Guarantor (whether owed jointly or severally and whether as principal or as guarantor or in any other capacity) to the Secured Parties, under or in connection with the Loan Note Documents and the Guarantee, other than in relation to any PIK Notes issued to HM Revenue & Customs or its nominee (notwithstanding anything to the contrary in the Loan Note Instruments),

**"Secured Loan Notes"** means the Secured A1 Loan Notes and the Secured B1 Loan Notes,

**"Secured Noteholders"** means

- (a) each Original Secured Noteholder, and
- (b) each other person, trust, fund or other relevant entity (excluding HM Revenue & Customs or its nominee) which has acquired Secured Loan Notes under and in accordance with any Loan Note Instrument and who becomes a Secured Noteholder pursuant to Clause 13 (*Termination and Assignment*) of the Security Trust Deed,

and which in each case has not ceased to hold Secured Loan Notes (each a **"Secured Noteholder"**),

**"Secured Parties"** means

- (a) the Secured Noteholders,
- (b) the Security Trustee, and
- (c) any Receiver or Delegate,

and each a **"Secured Party"**,

**"Security Documents"** means

- (a) this deed, and
- (b) any other present or future document creating or evidencing a guarantee or Security for, or in respect of, all or any of the Secured Liabilities,

**"Security Trustee"** means the Security Trustee or any successor security trustee appointed under the terms of the Security Trust Deed,

**"Security Trust Deed"** the security trust deed dated on or about the date of this deed made between, amongst others, the Secured Noteholders and the Security Trustee,

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

**"Short Leasehold Properties"** means all the leasehold properties for a term of less than 21 years unexpired at the date of acquisition of the lease (whether registered or unregistered) owned by the Chargor under which the Chargor is obliged to pay rack rent

## 1 2 *Interpretation*

In this deed, unless a contrary indication appears

- (a) any reference to a provision of law is a reference to that provision as amended or re-enacted from time to time,
- (b) any reference to clauses, paragraphs and schedules are to the clauses, paragraphs of and schedules to this deed,
- (c) any reference to "**this clause**" is to the clause with a bold heading in which such expression appears and includes each sub-clause in that clause,
- (d) any reference to a time is to London time,
- (e) the words "**including**" and "**in particular**" are used by way of illustration or emphasis only and do not limit the generality of any words preceding them,
- (f) the words "**other**" and "**otherwise**" are not limited by any words preceding them,
- (g) clause and schedule headings are for ease of reference only,
- (h) "**obligations**" means obligations and liabilities,
- (i) references to obligations include the whole or any part of them, present and future, actual and contingent,
- (j) any reference to "**powers**" include rights, powers, discretions and authorities,
- (k) 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),
- (l) references to the parties are to the parties to this deed,
- (m) the singular includes the plural and vice versa, and
- (n) any reference to any asset include any proceeds of sale of any such asset

## 1 3 *Incorporation*

This deed incorporates the terms of the Loan Note Documents and any side letters between the parties to the extent required to ensure the validity of any purported disposition under this deed of any freehold or leasehold property under s 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

## 1 4 *Intercreditor Agreement*

This deed is subject to and has the benefit of the Intercreditor Agreement and to the extent that there is a conflict or inconsistency between the provisions of this deed and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall prevail

## 1 5 *Continuation of undertakings*

Any undertaking made by or obligation imposed on the Chargor in this deed will continue in force until the Security Trustee is satisfied that the Secured Noteholders

have no further obligation to provide financial accommodation to the Chargor and all the Secured Liabilities have been irrevocably paid or discharged in full

## **2. Undertaking to Pay**

The Chargor undertakes with the Security Trustee to pay the Secured Liabilities to the Secured Noteholders when due in accordance with the Loan Note Documents

## **3. Fixed Security**

As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee

- (a) charges to the Security Trustee by way of legal mortgage all Real Property owned by the Chargor at the date of this deed, including the Property,
- (b) charges to the Security Trustee by way of equitable mortgage any Real Property acquired by the Chargor after the date of this deed,
- (c) assigns to the Security Trustee by way of fixed security its rights and interest in any Rental Income,
- (d) assigns to the Security Trustee by way of fixed security its rights and interest in
  - (i) any present or future right to occupy any Real Property under licence,
  - (ii) rights under any present or future contract for the purchase of any Real Property and damages payable in respect of any such contract,
- (e) assigns to the Security Trustee by way of equitable mortgage its rights and interest in
  - (i) any Investments listed in schedule 3,
  - (ii) any Dividends in respect of any Investments listed in schedule 3,
  - (iii) any other present or future Investment owned by the Chargor,
  - (iv) any Dividends in respect of any such Investments,
- (f) charges to the Security Trustee by way of fixed charge its rights and interest in
  - (i) any present and future Plant and Equipment,
  - (ii) its present and future goodwill and uncalled capital,
  - (iii) any present or future Debts owing to the Chargor,
  - (iv) any money at any time after the date of this deed standing to the credit of any Designated Account,
  - (v) any money now or at any time after the date of this deed standing to the credit of any other Account,

- (vi) any present or future insurances in respect of any Charged Property and the proceeds of such insurances,
- (vii) any present or future Intellectual Property, and
- (g) assigns to the Security Trustee by way of fixed security its rights and interest in any agreements listed in schedule 4 and any guarantee or security for the performance of any such agreements

#### **4 Floating Security**

##### **4 1 Floating charge**

As continuing security for the payment of the Secured Liabilities the Chargor charges to the Security Trustee by way of floating charge with full title guarantee the whole of its assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Security Trustee by way of fixed security under clause 3 (Fixed Security).

##### **4 2 Conversion**

Subject to clause 4 3 (Moratorium under Insolvency Act), the Security Trustee may at any time by written notice to the Chargor convert the floating charge created by clause 4 1 (Floating Charge) into a fixed charge as regards any assets specified in the notice if

- (a) an Event of Default has occurred,
- (b) in the reasonable opinion of the Security Trustee (acting in good faith) such assets are at risk of becoming subject to any Security (other than a Permitted Security) or are otherwise at risk of ceasing to be within the ownership or control of the Chargor save as permitted by the Security Trustee under clause 9 2 (Disposals)
- (c) the Chargor does not comply with any provision of this deed and, if in the opinion of the Security Trustee (acting reasonably) such non-compliance is capable of remedy, such non-compliance is not remedied within 10 Business Days of the earlier of (i) the Security Trustee giving notice to the Chargor of such non-compliance and (ii) the Chargor becoming aware of such non-compliance,
- (d) any rights conferred upon the Security Trustee by any provision of this deed in any respect cease to be in full force and effect or to be continuing or are or purport to be determined or disputed or become invalid or unenforceable,
- (e) it is or becomes unlawful for the Chargor to perform any of its obligations under this deed, or
- (f) the Chargor repudiates this deed or evidences an intention to repudiate this deed

##### **4 3 Moratorium under Insolvency Act**

The Security Trustee shall not be entitled to convert the floating charge created by clause 4 1 (Floating Charge) into a fixed charge as a result only of the Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under s 1A of and schedule A1 to the Insolvency Act

#### 4.4 *Qualifying floating charge*

Paragraph 14(2)(a) of schedule B1 to the Insolvency Act applies to the floating charge created by clause 4.1 (Floating Charge) which is a "qualifying floating charge" for the purpose of paragraph 14(1) of schedule B1 to the Insolvency Act

### 5. **Leasehold Security Restrictions**

5.1 There shall be excluded from the Security created by this deed, and from the operation of clause 26.6 (Land Registry Consent), any leasehold property held by the Chargor under a lease which precludes either absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its leasehold interest in that property (each an "**Excluded Property**") until the relevant condition or waiver has been satisfied or obtained

5.2 For each Excluded Property, the Chargor undertakes, on request from the Security Trustee to

- (a) apply for the relevant consent or waiver of prohibition or conditions and, to use all reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible,
- (b) upon request, keep the Security Trustee informed of its progress in obtaining such consent or waiver, and
- (c) forthwith upon receipt of such consent or waiver, provide the Security Trustee with a copy

5.3 Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Trustee (as trustee for the Secured Noteholders) under clause 3(a) or clause 3(b) (Fixed security) as the case may be. If reasonably required by the Security Trustee at any time following receipt of that waiver or consent, the Chargor will execute a further valid fixed charge in such form as the Security Trustee shall require

5.4 Notwithstanding the exclusion of an Excluded Property from the Security created by this deed, any Plant and Equipment located at that Excluded Property shall at all times be charged to the Security Trustee (as trustee for the Secured Noteholders) under clause 3(f) (Fixed security)

### 6. **Rental Income**

#### 6.1 *Prohibited dealings*

The Chargor shall not without first obtaining the written consent of the Security Trustee compound, release or do anything by virtue of which the collection and recovery of any of any Rental Income may be impeded, delayed or prevented

#### 6.2 *Notice of assignment of Rental Income and acknowledgement*

- (a) If required by the Security Trustee, pay or procure the payment of all Rental Income into any bank account nominated by the Security Trustee for such purpose and the Chargor shall not be entitled to withdraw or direct the withdrawal of any monies from any such account without first obtaining the consent in writing of the Security Trustee.

- (b) The Chargor shall if required by the Security Trustee give notice of the assignment of any Rental Income substantially in the form set out in part 1 of schedule 5 to each tenant of a Property and shall use all reasonable endeavours to procure that each such tenant executes and delivers to the Security Trustee an acknowledgement of such notice in the form set out in part 2 of schedule 5

**6 3    *Notice of charge of Accounts***

The Chargor shall if required by the Security Trustee give notice of the charge of any Account into which Rental Income is paid substantially in the form set out in part 1 of schedule 6 to the relevant Account Bank and shall use all reasonable endeavours to procure that the relevant Account Bank executes and delivers to the Security Trustee an acknowledgement of such notice in the form set out in part 2 of schedule 6

**7.       *Debts and Accounts***

**7 1       *Dealings with Debts***

The Chargor shall

- (a) use its reasonable endeavours (having regard exclusively to the interests of the Security Trustee) to realise the Debts in the ordinary course of business and not give any release or waiver or do anything which may prejudice the collection and recovery of any of the Debts,
- (b) from time to time if required by the Security Trustee provide the Security Trustee with the names and addresses of the debtors of the Chargor and the amount of the Debts owing from each of them and such other information relating to the Debts as the Security Trustee may require,
- (c) if required by the Security Trustee, pay the proceeds of realisation of any Debt into a bank account nominated by the Security Trustee for such purpose and the Chargor shall not be entitled to withdraw or direct the withdrawal of any monies from any such account without first obtaining the consent in writing of the Security Trustee, and
- (d) permit the Account Bank with which a Designated Account is held to disclose to the Security Trustee from time to time upon request full details of all the Chargor's accounts with such bank and any other information relating to the Chargor held by such bank

**7 2       *Notice of charge of Account***

The Chargor shall if required by the Security Trustee give notice of the charge of each Account into which any Debt is paid to the relevant Account Bank substantially in the form set out in part 1 of schedule 6 and shall use all reasonable endeavours to procure that the Account Bank executes and delivers to the Security Trustee an acknowledgement of the rights of the Security Trustee in respect of such Account in the form set out in part 2 of schedule 6

**7 3       *Notice of charge of Designated Accounts***

At any time after the date of this deed, the Chargor shall promptly upon any other Designated Account being established, give notice of such other Designated Account to the relevant Account Bank substantially in the form set out in part 1 of schedule 6 and shall use all reasonable endeavours to procure that the Account Bank executes



and delivers to the Security Trustee an acknowledgement of the rights of the Security Trustee in respect of such Designated Account in the form set out in part 2 of schedule 6

## **8. Investments**

### **8 1 *Deposit of certificates***

The Chargor shall if required by the Security Trustee deposit with the Security Trustee

- (a) the certificates or other documents of title to each investment owned by the Chargor on such date for the perfection of title to the investments in accordance with the terms of this deed,
- (b) on the date of the acquisition of any investment acquired by the Chargor after the date of this deed or on the withdrawal of any investment owned by the Chargor from any clearance system, the certificates or other documents of title to each such investment,
- (c) duly executed undated blank transfers in respect of each such investment and forms of waiver of any pre-emption rights necessary to enable such transfers to be registered

### **8 2 *Payment of money due***

The Chargor shall promptly pay all money which may from time to time be due in respect of any investment forming part of the Charged Property

### **8 3 *Nominees***

If any investment forming part of the Charged Property is registered in the name of a nominee the Chargor shall on demand provide to the Security Trustee an equitable mortgage over such investment or power of attorney or acknowledgement of the rights created by this deed over such investment in favour of the Security Trustee in such terms as the Security Trustee may require duly executed by or on behalf of such nominee

### **8 4 *Completion of transfers***

The Security Trustee may at any time complete any transfers of any investment delivered to it under clause 8 1(c) in favour of itself or any nominee for it as transferee and may present the same for registration

### **8 5 *Dividends and voting rights before Enforcement Event***

Until the occurrence of an Enforcement Event

- (a) the Chargor shall be entitled to receive all Dividends in respect of any investment forming part of the Charged Property free from the security created by this deed, and
- (b) the Chargor will be entitled to exercise all voting and other rights attached to any investment forming part of the Charged Property and if the Security Trustee is registered as the holder of any such investment it will exercise all voting rights attached to it as directed by the Chargor

## 8 6 *Dividends and voting rights after Enforcement Event*

After the occurrence of an Enforcement Event

- (a) if any Investment forming part of the Charged Property is not then registered in the name of the Security Trustee or a nominee for the Security Trustee the Security Trustee will be entitled to become so registered or to procure registration in the name of a nominee,
- (b) all Dividends will be payable to the Security Trustee and may be applied by the Security Trustee in reduction of the Secured Liabilities whether or not any Investment forming part of the Charged Property is registered in the name of the Security Trustee or any nominee for the Security Trustee or in the name of the Chargor or any nominee for the Chargor,
- (c) the Security Trustee will be entitled at its discretion to exercise or procure the exercise of all voting rights attached to any Investment forming part of the Charged Property that is registered in the name of the Security Trustee or any nominee for the Security Trustee for the purpose only of preserving the value of such Investment or realising the security over such Investment created by this deed, and
- (d) the Chargor shall exercise or procure the exercise of any voting rights attached to any Investment forming part of the Charged Property that is registered in the name of the Chargor or any nominee for the Chargor as directed by the Security Trustee for the purpose mentioned in paragraph (c) above

## 8 7 *Dematerialisation*

The Chargor must promptly take all reasonable action required for the rematerialisation of any Investments forming part of the Charged Property held in dematerialised form in a clearance system

## 9. **Representations**

### 9 1 *Duration and scope*

The Chargor makes the representations and warranties set out in this clause to the Security Trustee on the date of this deed

### 9 2 *Status*

- (a) It is a limited liability company duly incorporated and validly existing under the law of England and Wales
- (b) It has the power to own its assets and carry on its business in England and Wales as it is being conducted
- (c) Its centre of main interests for the purposes of Council Regulation (EC) No 1346/2000 of 29 May 2000 on insolvency procedures is in England and Wales

### 9 3 *Binding obligations*

The obligations expressed to be assumed by it in this deed are legal, valid, binding and enforceable obligations

9 4 *Non-conflict with other obligations*

The entry into and performance by it of, and the transactions contemplated by, this deed do not and will not conflict with

- (a) any law or regulation applicable to it,
- (b) its constitutional documents, or
- (c) any agreement or instrument binding upon it or any of its assets

9 5 *Power and authority*

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this deed and the transactions contemplated by it

9 6 *Validity and admissibility in evidence*

All authorisations required or desirable

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this deed, and
  - (b) to make this deed admissible in evidence in its jurisdiction of incorporation,
- have been obtained or effected and are in full force and effect

9 7 *Security*

There is no Security over any of the assets of the Chargor except for Permitted Security

9 8 *Security Documents*

This deed creates valid Security over the assets to which they relate

**10. Negative Undertakings**

10 1 *Negative pledge*

The Chargor shall not create or permit to subsist any Security over any of the Charged Property other than a Permitted Security

10 2 *Disposals*

- (a) Save for any Permitted Disposal, the Chargor shall not without the prior written consent of the Security Trustee sell, transfer, lease or otherwise dispose or purport or agree to dispose of
  - (i) any of its assets which are expressed to be mortgaged by way of legal or equitable mortgage, assigned by way of security or charged by way of fixed security or charge to the Security Trustee under clause 3 (Fixed Security),
  - (ii) any of its other assets other than on arm's length terms in the ordinary course of its trading

- (b) The proceeds of any disposal permitted by the Security Trustee under paragraph (a) above shall be paid by the Chargor into any bank account nominated by the Security Trustee for such purpose and the Chargor shall not be entitled to withdraw or direct the withdrawal of any monies from any such account without first obtaining the consent in writing of the Security Trustee

## **11. Undertakings relating to the Charged Property**

### **11 1 Repair**

- (a) The Chargor shall keep the Charged Property which is of a repairable nature in good and substantial repair and condition
- (b) If the Chargor fails to comply with the undertakings in paragraph (a) above the Security Trustee will be entitled to repair and maintain the Charged Property and carry out works of reinstatement at the cost of the Chargor and will for this purpose have the rights of entry set out in this clause

### **11 2 Proprietorship**

The Chargor shall not permit any person

- (a) to be registered as proprietor under the Land Registration Act 2002 of any Charged Property nor create or permit to arise any interest referred to in schedule 1 or schedule 3 of such Act affecting any Charged Property, or
- (b) to become entitled to any proprietary right or interest which might affect the value of any Charged Property

### **11 3 Notification of acquisitions and disposals**

The Chargor shall promptly notify the Security Trustee of any proposal, contract, conveyance, option, transfer or other disposition involving the acquisition by the Chargor of any interest in any Real Property (other than any Short Leasehold Property) or, without prejudice to clause 9 (Negative Undertakings), any sale, lease, transfer or other disposal by the Chargor of an interest in any Real Property

### **11 4 Powers of leasing**

The Chargor's statutory and any other powers of entering into Leases and accepting or agreeing to accept surrenders of Leases are excluded and shall not be exercisable by the Chargor in relation to the Charged Property and the Chargor shall not without the prior written consent of the Security Trustee

- (a) part with possession or occupation of, confer any licence or right to occupy nor confer any interest in any Charged Property,
- (b) grant any permission to assign, underlet or part with possession or occupation of any Charged Property,
- (c) agree or permit any amendment to or waiver of the terms of any Lease (including any Lease under which the Chargor is tenant), or
- (d) exercise any power to determine any Lease

#### 11.5 *Right of entry*

The Chargor shall permit the Security Trustee, its agents and contractors at reasonable times and upon reasonable notice (or at any time without notice after the occurrence of an Enforcement Event or in case of emergency) to enter into or upon any Charged Property without becoming liable as mortgagee in possession

- (a) to view the state and condition of or to value it,
- (b) to comply with or object to any direction or notice or other matter served upon the Chargor, and
- (c) to carry out at the cost of the Chargor any repairs or maintenance or to take any action which the Security Trustee considers necessary or desirable in connection with any Charged Property to procure compliance with any obligation of the Chargor in this deed

#### 11.6 *Insurance*

- (a) The Chargor shall except as provided in paragraph (c) below keep all Real Property and all its other assets which are of an insurable nature insured (and if required by the Security Trustee in the names of the Security Trustee and the Chargor as co-insureds in the case of the Real Property) against all risks which a prudent person carrying on a business similar to that of the Chargor would reasonably insure against (including, if appropriate, terrorism cover) and against such other risks as the Security Trustee may from time to time specify (acting reasonably)
  - (i) in the case of assets other than buildings to their full replacement value, and
  - (ii) in the case of buildings on a full reinstatement basis and against all professional fees, value added tax, demolition and site clearance charges and loss of rental and other income derived from such buildings for at least three years
- (b) All such insurances shall be in amount and form and with an insurance office acceptable to the Security Trustee and the Chargor shall on reasonable request produce the policy and the last receipt for such insurances to the Security Trustee and shall apply all monies received by virtue of such insurances either in making good the loss or damage in respect of which the monies were received or at the option of the Security Trustee in or towards reduction of the Secured Liabilities. If the Chargor fails to comply with this clause the Security Trustee will be entitled to effect any relevant insurance at the cost of the Chargor
- (c) If the Real Property includes any leasehold property of which the Chargor is the tenant and the landlord under the lease (or any superior landlord) is responsible for the insurance of any buildings on such Real Property and if the terms of such insurance are satisfactory to the Security Trustee and the Chargor
  - (i) procures that the interest of the Security Trustee is endorsed on every relevant policy,
  - (ii) procures that every relevant policy contains a clause of the type referred to in paragraph (d) below, and

- (iii) provides a full copy of every relevant policy to the Security Trustee once in every year together with a copy of the receipt for that year's premium,

then such insurance will be deemed to have been accepted by the Security Trustee in satisfaction of the obligation of the Chargor to insure the relevant buildings

- (d) The Chargor shall ensure that every insurance policy contains a clause (in terms satisfactory to the Security Trustee) under which such insurance will not be prejudiced, vitiated or avoidable as against a mortgagee in the event of any misrepresentation, act or neglect or failure to disclose on the part of the insured party or parties and will not be invalidated as against a mortgagee for failure to pay any premium owing without the insurer giving to the Security Trustee ten working days prior written notice

#### 11 7 *Identification plate*

The Chargor shall if so requested by the Security Trustee

- (a) place and maintain on any Plant and Equipment forming part of the Charged Property, in a conspicuous place, a clearly legible identification plate containing the following wording

"NOTICE OF CHARGE

This [description of item] and ancillary equipment is subject to a fixed charge in favour of [ ]",

- (b) obtain from any landlord of premises on which any such Plant and Equipment is located a waiver of such landlord's rights of distress in form and substance satisfactory to the Security Trustee

#### 11 8 *Documents of title*

The Chargor shall, on request, deposit with the Security Trustee all deeds and documents of title relating to the Charged Property provided that such deeds and documents of title are in its possession or control

#### 11 9 *Failure to comply*

If the Chargor fails to comply with any of its obligations under this deed the Security Trustee may take such steps as it considers appropriate to procure compliance with such obligations at the cost of the Chargor

### 12. **Enforcement of Security**

#### 12 1 *Security Trustee's powers*

On the occurrence of an Enforcement Event this deed shall become enforceable and the Security Trustee may immediately or at any time thereafter

- (a) appoint one or more persons as an Administrator of the Chargor in accordance with schedule B1 to the Insolvency Act,
- (b) exercise the power of sale and all other powers conferred by s 101 of the LPA as varied or extended by this deed,

- (c) subject to s 72A of and paragraph 43 of Schedule A1 to the Insolvency Act, appoint one or more persons as a receiver and manager or administrative receiver of any Charged Property,
- (d) exercise all the powers conferred on a Receiver by this deed, the LPA and the Insolvency Act,
- (e) by notice to the Chargor end the Chargor's right to possession of all or any Real Property forming part of the Charged Property and enter into possession of all or such part of such Real Property,
- (f) to the extent that this deed constitutes a "security financial collateral arrangement" as defined in the Financial Collateral Regulations, appropriate any Charged Property which constitutes "financial collateral" as defined in the Financial Collateral Regulations in or towards satisfaction of the Secured Liabilities and the Security Trustee shall value such Charged Property by reference to an independent valuation or other procedure selected by the Security Trustee acting reasonably

#### 12.2 *Powers under the LPA*

- (a) S 103 of the LPA will not apply to this deed
- (b) The power of sale and all other powers conferred by s 101 of the LPA as varied or extended by this deed will arise upon execution of this deed by the Chargor, provided that the Security Trustee shall not exercise such power of sale until the Security constituted by this deed has become enforceable

#### 12.3 *Administrators*

If the Security Trustee appoints two or more persons as Administrator of the Chargor, the appointment may specify whether those persons are to act jointly or concurrently

#### 12.4 *Receivers*

- (a) Upon the occurrence of the Enforcement Event, the Security Trustee may appoint any Receiver upon such terms as to remuneration and otherwise as the Security Trustee thinks fit and the maximum rate specified in s 109(6) of the LPA shall not apply
- (b) Any Receiver will be the agent of the Chargor for all purposes and the Chargor will be responsible for such Receiver's acts and defaults (other than for acts or defaults arising as a consequence of the fraud, gross negligence or wilful default of a Receiver) and for his remuneration, costs, fees, taxes and expenses to the exclusion of liability on the part of the Security Trustee
- (c) Where two or more persons are appointed as Receiver any act authorised to be done by the Receiver may be done by all of them acting jointly or by any one or more of them acting severally
- (d) The Security Trustee may at any time by writing remove any Receiver (subject to the obtaining of any required order of the court in the case of an administrative receiver) whether or not the Security Trustee appoints any other person as Receiver in his place

### **13. Powers of Receiver and Security Trustee**

#### **13 1 Statutory powers**

A Receiver shall have and be entitled to exercise all the powers conferred on a receiver by the LPA and, whether or not such a Receiver is an administrative receiver, all the powers conferred upon an administrative receiver by Schedule 1 to the Insolvency Act which powers are incorporated in this deed

#### **13 2 Additional powers**

By way of addition to and without limiting any other powers referred to in this clause a Receiver shall have power (both before and after the commencement of any liquidation of the Chargor) to do every act and thing and exercise every power

- (a) which the Chargor would have been entitled to do or exercise if no Receiver had been appointed or which the Receiver would have been entitled to do or exercise if the Receiver were the absolute legal and beneficial owner of the Charged Property,
- (b) which such Receiver in his absolute discretion considers necessary for maintaining or enhancing the value of any Charged Property or for or in connection with the enforcement of the Security created by this deed or the realisation of any Charged Property,

and may use the name of the Chargor in connection with any exercise of such powers

#### **13 3 Prior encumbrances**

At any time after the Security given by this deed has become enforceable, the Security Trustee may redeem any prior Security against the Charged Property or procure a transfer of such Security to itself and may agree the accounts of the person entitled to that Security and any accounts so agreed will be binding on the Chargor. Any money paid by the Security Trustee in connection with a redemption or transfer of any prior Security will form part of the Secured Liabilities

#### **13 4 Possession**

If the Security Trustee, any Receiver or any Delegate of either of them takes possession of any Charged Property it may go out of possession at any time.

### **14. Delegation of Powers by Security Trustee or Receiver**

#### **14 1 Delegation**

The Security Trustee or any Receiver may from time to time delegate by power of attorney or in any other manner to any person any powers which are for the time being exercisable by the Security Trustee or a Receiver under this deed in relation to any Charged Property and any such delegation may be made upon such terms as the Security Trustee or such Receiver may think fit

#### **14 2 Liability for Delegates**

Neither the Security Trustee nor any Receiver will be in any way liable or responsible to the Chargor for any loss or damage arising from any act or omission on the part of any such Delegate unless such loss or damage is caused by the fraud, gross negligence or wilful misconduct of the Delegate



## **15. Exclusion of Liability**

### **15 1** *No obligation to recover*

Neither the Security Trustee nor any Receiver is under any obligation to take action to collect any money or enforce any rights comprised in the Charged Property whether or not it is in possession of the relevant Charged Property

### **15 2** *Liability as mortgagee in possession*

If the Security Trustee or any Receiver takes possession of any Charged Property, it will not be liable to account to the Chargor for anything except actual receipts or be liable to the Chargor for any loss arising from any realisation of any Charged Property or for any default or omission for which a receiver or mortgagee in possession would be liable

### **15 3** *Losses on enforcement*

The Security Trustee or any Receiver will not be liable to the Chargor for any loss or damage arising from

- (a) any sale of any Charged Property,
- (b) any act, default or omission of the Security Trustee or any Receiver in relation to any Charged Property, or
- (c) any exercise or non-exercise by the Security Trustee or any Receiver of any power conferred upon it in relation to any Charged Property by or pursuant to this deed or by the LPA,

unless such loss or damage is caused by the fraud, gross negligence or wilful misconduct of the Security Trustee or any Receiver

## **16. Reimbursement and Indemnity**

### **16 1** *Reimbursement*

The Chargor shall pay to the Security Trustee on demand

- (a) any money paid by the Security Trustee or any Receiver
  - (i) as a result of the Security Trustee or any Receiver taking action which the Security Trustee or any Receiver considers necessary in connection with any Charged Property or to procure compliance with any obligation of the Chargor in this deed, or
  - (ii) in respect of any action or thing expressed in this deed to be done at the cost of the Chargor,
- (b) all costs, fees, taxes and expenses properly incurred by the Security Trustee or any Receiver under or in connection with this deed or its enforcement and/or the preservation of the Security Trustee's rights under this deed

### **16 2** *Indemnity*

The Chargor shall indemnify each of the Security Trustee and any Receiver against all liabilities, claims and expenses whether arising out of contract or in tort or in any other

way (including any liability under any Environmental Law) which it may at any time incur in connection with this deed or for anything done or omitted to be done in the exercise or purported exercise of its powers pursuant to this deed unless such liabilities, claims and expenses are caused by its fraud, gross negligence or wilful misconduct

## **17 Application of Sums Realised**

### **17.1 Order of application**

Subject to claims having priority to the Security created by this deed all money recovered by the Security Trustee or any Receiver as a result of the enforcement of this deed or otherwise by reason of the Security created by this deed will be applied in the following order

- (a) in payment of all costs, fees, taxes and expenses properly incurred by the Security Trustee or any Receiver in or pursuant to the exercise of the powers set out in this deed and all other outgoings properly payable by any Receiver,
- (b) in payment of remuneration to any Receiver,
- (c) in or towards payment of the Secured Liabilities, and
- (d) the balance (if any) to the Chargor or any other person entitled to it

### **17.2 Contingent or future liabilities**

If any money is received by the Security Trustee or a Receiver as a result of the enforcement of this deed or otherwise by reason of the Security created by this deed at a time when the Secured Liabilities include contingent or future liabilities the Security Trustee or any Receiver may hold some or all of such money in a suspense account

## **18. Protection of Persons Dealing with Security Trustee or Receiver**

No person dealing with the Security Trustee or any Receiver will be concerned to enquire

- (a) whether any event has happened upon which any of the powers conferred by this deed may have arisen or be exercisable,
- (b) otherwise as to the propriety or regularity of any exercise of the powers conferred by this deed or of any act purporting or intended to be in exercise of such powers, or
- (c) whether any Secured Liabilities remain owing

## **19. Notice of Subsequent Charge**

If the Security Trustee receives notice of any Security or other interest affecting any Charged Property

- (a) it may open a new account for the Chargor in its books and may transfer any outstanding balance owing by the Chargor to such new account, or

- (b) if it does not open a new account then, unless it gives express written notice to the contrary to the Chargor, all payments made by the Chargor to it will as from the time of receipt of such notice be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities

## 20. Further Assurance

When required by the Security Trustee or any Receiver the Chargor shall, at its own cost (such cost to be reasonably and properly incurred)

- (a) execute a charge by way of legal mortgage, assignment by way of security or fixed charge over any assets of the Chargor and such legal mortgage, assignment or charge shall secure the Secured Liabilities and contain a power of sale which arises immediately upon execution, provisions excluding s 93 of the LPA and the restrictions contained in s 103 of the LPA and such other provisions including any similar to those in this deed as the Security Trustee may reasonably require,
- (b) execute any documents (on terms no more onerous than those provided for in this deed) or do any other thing which the Security Trustee or any Receiver may require for perfecting or protecting any Security created by this deed or in connection with the exercise of any powers given to the Security Trustee or any Receiver under this deed, and
- (c) following the Security constituted by this deed becoming enforceable, to facilitate realisation, convey, transfer, assign or otherwise deal with any Charged Property in such manner as the Security Trustee or any Receiver may require in connection with any enforcement of any Security created by this deed

## 21. Power of Attorney by Chargor

The Chargor irrevocably and by way of security appoints each of the Security Trustee, any person selected by the Security Trustee and any Receiver its attorney in each case (with full power to appoint substitutes and to delegate) severally in its name and on its behalf to, on or after the occurrence of an Enforceable Event, execute any document or do any act or thing which

- (a) the Chargor is entitled to execute or do in relation to the Charged Property including giving a receipt for any money and exercising any rights or remedies forming part of the Charged Property, or
- (b) the Chargor is obliged to execute or do under this deed

## 22. Discharge of Security

### 22.1 Discharge conditional

Any discharge of the Chargor by the Security Trustee in reliance on a payment or Security received by the Security Trustee will cease to be effective if that payment or Security is avoided, reduced or invalidated for any reason and the Security Trustee will be entitled to recover from the Chargor on demand the amount of the Secured Liabilities discharged by such payment or Security

## **22.2**    *Retention of security*

Following any discharge of the Chargor made by the Security Trustee in reliance on a payment or security the Security Trustee may retain the Security constituted by this deed until the expiry of the maximum period within which such payment or Security can be avoided, reduced or invalidated for any reason. If the person making such payment or giving such Security goes into liquidation or administration or equivalent proceedings in any foreign jurisdiction within that period the Security Trustee may retain the Security constituted by this deed for as long as it thinks fit (acting reasonably and on the basis of legal advice received by it for this purpose)

## **23**       **Redemption**

After the repayment or discharge in full of the Secured Liabilities the Security Trustee will at the request and cost of the Chargor release the Charged Property from the Security created by this deed, reassign any rights assigned under this deed, return all deeds and documents of title delivered to the Security Trustee under this deed and execute and deliver such further deeds or documents as the Chargor acting reasonably may require in order to give effect to this clause (including, without limitation) any filings required to be made in order to remove the restriction referred to at clause 25.6 (Land Registry consent) of this deed)

## **24.**      **Remedies and Waivers**

No failure to exercise, nor any delay in exercising, on the part of the Security Trustee, any right or remedy under this deed shall operate as a waiver of any such right or remedy or constitute an election to affirm this deed. No election to affirm this deed on the part of a Secured Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this deed are cumulative and not exclusive of any rights or remedies provided by law.

## **25.**      **Calculations and Certificates**

### **25.1**    *Certificates and Determinations*

Any certification or determination by the Security Trustee of a rate or amount under or in connection with the Secured Liabilities or this deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

### **25.2**    *Day count convention*

Any interest, commission or fee accruing under this deed will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days.

## **26.**      **Miscellaneous**

### **26.1**    *Possession*

The Chargor shall be entitled to possession of any Real Property forming part of the Charged Property until termination of such right by the Security Trustee under clause 12.1 (Security Trustee's Powers).

## 26 2 *Third Party Rights*

- (a) Unless expressly provided to the contrary in this deed, a person who is not a party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Rights Act**") to enforce or to enjoy the benefit of any term of this deed
- (b) Notwithstanding any term of this deed, the consent of any person who is not a party is not required to rescind or vary this deed at any time
- (c) Any Receiver, Delegate may, subject to this clause 26 2 (Third Party Rights) and the Third Parties Rights Act, rely on any clause of this deed which expressly confers rights on it

## 26 3 *Continuing Security*

This deed is a continuing Security and extends to the balance from time to time of the Secured Liabilities irrespective of any intermediate payment of monies due to the Security Trustee

## 26 4 *Other Security*

This deed is in addition to and will not in any way be prejudiced or affected by the holding or release by the Security Trustee or any other person of any other Security at any time held by the Security Trustee

## 26 5 *Consolidation*

The restrictions on the right of consolidating mortgage securities contained in s 93 of the LPA will not apply to this deed

## 26 6 *Land Registry Consent*

- (a) By executing this deed the Chargor consents to the entry of the following restriction against any registered freehold titles (and any unregistered freehold properties subject to compulsory first registration) which are at any time subject to this deed

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [chargee] referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its duly authorised officer "

- (b) Clause (a) above shall apply to leasehold registered land (and any unregistered leasehold properties subject to compulsory first registration) (other than Short Leasehold Properties) following notice by the Security Trustee to the Chargor giving effect to this paragraph (b) (which notice may only be made when an Enforcement Event is continuing)

## 26 7 *Changes to the parties*

- (a) The Security Trustee may freely transfer or assign any or all of its rights and/or obligations under or in connection with this deed
- (b) The Chargor may not assign any of its rights or transfer any of its rights or obligations under this deed

- (c) The Security Trustee may disclose any information about the Chargor to any person connected to or associated with it, and to any person to whom it proposes to assign or transfer (or has assigned or transferred) any of its rights under this deed except any confidential information or any other information if such disclosure would or might breach any law or be in breach of fiduciary duty

**26 8** *Counterparts*

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

**27. Notices**

**27 1** *Communications in writing*

Any communication to be made under or in connection with this deed shall be made in writing and, unless otherwise stated, may be made by fax or letter

**27 2** *Addresses*

The address of each party for any communication or document to be made or delivered under or in connection with this deed is

- (a) in the case of the Chargor

Address Cunard House, 15 Regent Street, London SW1Y 4LR

- (b) in the case of any Security Trustee

Address Cunard House, 15 Regent Street, London SW1Y 4LR

or any substitute address as a party may notify to the other by not less than five Business Days' notice. In the case of the Chargor, the address of its registered office or of any place where it carries on business shall also be addresses of the Chargor for the purpose of this clause

**27 3** *Delivery*

- (a) Any communication or document made or delivered by the Security Trustee on the Chargor under or in connection with this deed will be effective

(i) if left at an address referred to in this clause, when so left,

(ii) if posted by first class post to an address referred to in this clause, on the next working day in the place of receipt following the day when it was posted

- (b) Any communication or document to be made or delivered to the Security Trustee will be effective only when actually received by the Security Trustee

**27 4** *Notification of address and fax number*

Promptly upon receipt of notification of an address or change of address pursuant to clause 27 2 (Addresses) or changing its own address or fax number, the Security Trustee shall notify the Chargor.

**28. Law**

This deed and any non-contractual obligations arising out of or in connection with this deed shall be governed by English law

**29. Jurisdiction**

29 1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed and a dispute regarding a non-contractual obligation referred to in clause 28 (Law)) (a "**Dispute**")

29 2 The Security Trustee and the Chargor agree that the courts of England are the most appropriate and convenient courts to settle Disputes. The Chargor will not argue to the contrary

29 3 This clause is for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions

This deed has been executed and delivered as a deed by the Chargor and signed on behalf of the Security Trustee on the date shown at the beginning of this deed

## SCHEDULE 1

### Part A

#### Original Secured A1 Noteholders

Name	Address
Rutland Fund III L P (LP015651)	Cunard House, 15 Regent Street, London SW1Y 4LR
Rutland III CC LP (LP15767)	Cunard House, 15 Regent Street, London SW1Y 4LR
Rutland III A L P (LP16081)	Cunard House, 15 Regent Street, London SW1Y 4LR

### Part B

#### Original Secured B1 Noteholders

Name	Address
John Cleland	Green Lawns Copse Lane Chilworth Southampton SO16 7JY
Claire Webb	10 Patterdale Grove Wickersley Rotherham S66 2BD
Michael Lucas	Stockbridge Road Timsbury nr Romsey Hants SO51 0NF
Oliver Meakin	Chelworth Farm House Chelworth Malmesbury Wiltshire SN16 9SF



### **SCHEDULE 3**

#### **List of Investments**

1 ordinary share of £1 in MEL Bidco Limited (no 08680151)

## **SCHEDULE 4**

### **List of Agreements**

- 1 An investment agreement entered into on or about the date of this deed between, among others, MEL Midco Limited (1), MEL Bidco Limited (2) and Rutland Partners LLP
- 2 An intra-group loan agreement entered into on or about the date of this deed between MEL Midco Limited and MEL Bidco Limited

## SCHEDULE 5

### Part 1

#### Notice of Assignment to Tenant

To [ ]

[Date]

Dear Sirs,

We refer to a lease dated [ ] (the "**Lease**") between us and you

We give you notice by a debenture dated [ ] entered into between us and Rutland Partners LLP (the "**Security Trustee**"), we have assigned to the Security Trustee all our rights and interest in all amounts now or at any time in the future payable to us under or in connection with the Lease including but not limited to each of the following amounts

- 1 rent including any increase of rent or interim rent agreed by us or payable pursuant to any provisions of the Landlord and Tenant Act 1954 and all other amounts payable under the Lease,
- 2 amounts payable from any deposit held as security for performance of your obligations under the Lease,
- 3 any profits, damages, compensation, settlement or expenses awarded or agreed as a result of any claim made by us under the Lease,
- 4 any amount payable or the value of any consideration to be given by or on behalf of you for the surrender or variation of the Lease,
- 5 any interest payable on any amount referred to above,
- 6 value added tax on any amount referred to above,

(together the "**Rental Income**")

We irrevocably instruct and authorise you notwithstanding any previous instructions which we may have given to you to the contrary to pay all Rental Income to our account at [ ] (Account No [ ]) under reference [ ] (the "**Rent Account**") or to such other account and/or bank as may from time to time be notified to you by the Security Trustee all moneys forming part of the Rental Income and otherwise to act in accordance with the instructions of the Security Trustee in connection with the Rental Income

This notice and any non-contractual obligations arising out of or in connection with this notice are governed by the law of England

Would you please acknowledge receipt of this notice and your acceptance of the instructions and authorisations contained in it by signing the attached form of acknowledgement and returning it to the Security Trustee at [ ]

Yours faithfully,

[•]

## Part 2

### Acknowledgement

To [ ]

[Date]

Dear Sirs,

We acknowledge receipt of a notice (a copy of which is attached) dated [ ] and addressed to us by [ ] (the "**Chargor**") Expressions defined in such notice have the same meanings in this acknowledgement

We acknowledge and confirm that

- 1 we will pay the Rental Income into the Rent Account or to such other account and/or bank as the Security Trustee may from time to time notify to us,
- 2 we have not, as at the date of this letter, received any notice that any third party has or will have any right or interest in or has made or will be making any claim or demand or taking any action against the Rental Income

This acknowledgement and any non-contractual obligations arising out of or in connection with this acknowledgement are governed by the law of England and in connection with any proceedings with respect to this acknowledgement and any such non-contractual obligations we submit to the jurisdiction of the Courts of England for your exclusive benefit

Yours faithfully,

[ ]

## SCHEDULE 6

### Part 1

#### Form of notice to Account Bank

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

Dated [ ]

Dear Sirs

We refer to the account of [ ] (the "Chargor") with you numbered [ ]

We give you notice that, by a debenture dated [ ] the Chargor has charged to Rutland Partners LLP (the "Security Trustee") by way of fixed charge its interest in and to the money from time to time standing to the credit of the account referred to above (the "Charged Account") and to all interest (if any) accruing on the Charged Account

We irrevocably authorise and instruct you until you receive written notice from the Security Trustee to the contrary

- 1 to pay all or any part of monies from time to time standing to the credit of the Charged Account to the Security Trustee (or as it may direct) promptly following receipt of written instructions from the Security Trustee to that effect,
- 2 to disclose to the Security Trustee any information relating to the Chargor and the Charged Account which the Security Trustee may from time to time request you to provide, and
- 3 not to permit the Chargor to receive, withdraw or otherwise transfer any credit balance from time to time on the Charged Account without first obtaining the consent in writing of the Security Trustee

This notice and any non-contractual obligations arising out of or in connection with this notice are governed by the law of England

Would you please acknowledge receipt of this letter and your acceptance of the above by signing the attached form of acknowledgement and returning it to the Security Trustee at [ ]

Yours faithfully,

[•]

## Part 2

### Acknowledgement

To [ ]

[Date]

Dear Sirs,

We acknowledge receipt of a notice (a copy of which is attached) dated [ ] and addressed to us by [ ] (the "Chargor") Expressions defined in such notice have the same meanings in this acknowledgement

We acknowledge and confirm that

- 1 we accept the instructions in the notice and will act in accordance with the provisions of such notice until the Security Trustee notifies us in writing that the notice is revoked,
- 2 we have not received notice that any third party has any interest in the Charged Account,
- 3 we have not claimed or exercised, nor will we claim or exercise against the Chargor, any right of set-off, lien, combination of accounts, counterclaim or other right relating to the Charged Account


This acknowledgement and any non-contractual obligations arising out of or in connection with this acknowledgement are governed by the law of England and in connection with any proceedings with respect to this acknowledgment and any such non-contractual obligations we submit to the jurisdiction of the Courts of England for your exclusive benefit

Yours faithfully,

[ ]

**EXECUTION PAGE**

**EXECUTED** as a DEED by  
**MEL MIDCO LIMITED**  
acting by a director  
in the presence of

)  
)  
)  
)  
  
Director

Signature of witness



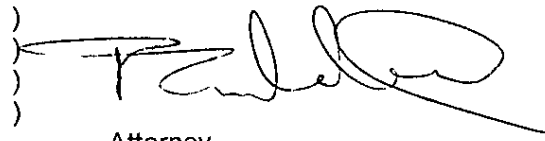
Name of witness

*N. MCCARRON*

Address of witness

TAYLOR WESSING LLP  
5 NEW STREET SQUARE  
LONDON EC4A 3TW

**SIGNED** by  
**RUTLAND PARTNERS LLP**  
acting by its duly authorised attorney  
in the presence of

)  
)  
)  
)  
  
Attorney

Signature of witness



Name of witness

*N. MCCARRON*

Address of witness

TAYLOR WESSING LLP  
5 NEW STREET SQUARE  
LONDON EC4A 3TW