

MR01

Particulars of a charge



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 the charge  
instrument Use form M



A08 04/02/2015 #231  
COMPANIES HOUSE

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

**1 Company details**

Company number 9 3 4 6 2 4 6  
Company name in full Aghoco 1275 Limited

For official use  
→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date d 0 d 2 m 0 m 2 y 2 y 0 y 1 y 5

**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 National Westminster Bank plc

Name

Name

Name

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

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

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

No land, ship, aircraft or intellectual property has been charged For full details of the fixed charges, please refer to the charging document directly

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

Please limit the description to the available space

5

**Other charge or fixed security**

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

☒ Yes

☐ No

6

**Floating charge**

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

☒ Yes Continue

☐ No Go to **Section 7**

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

☒ Yes

7

**Negative Pledge**

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

☒ Yes

☐ No

8

**Trustee statement ①**

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

☐

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

9

**Signature**

Please sign the form here

Signature

Signature

X DLA PIPER UK LLP X

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

**MR01****Particulars of a charge****Presenter information**

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

Contact name Alan Lumley

Company name DLA Piper UK LLP

Address 101 Barbirolli Square

Manchester

Post town

County/Region

Postcode M 2 3 D L

Country

DX DX: 14304 MANCHESTER

Telephone 08700 111 111

**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: 9346246

Charge code: 0934 6246 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd February 2015 and created by AGHOCO 1275 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th February 2015.

Given at Companies House, Cardiff on 9th February 2015



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**



DATED 2 FEBRUARY 2015

(1) THE COMPANIES NAMED IN THIS DEED AS ORIGINAL CHARGORS

- and -

(2) NATIONAL WESTMINSTER BANK PLC  
the Lender

## GROUP DEBENTURE

*This Debenture is subject to and has the benefit of an Intercreditor Agreement dated on or the date of this Deed and made between, among others, (1) the Parent, (2) the Original Obligors and (3) the Lender (as each such term is defined in this Deed).*



I CERTIFY THAT SAVE FOR MATERIAL REDACTED  
PURSUANT TO s859G OF THE COMPANIES ACT 2006,  
THIS IS A TRUE COMPLETE AND CORRECT COPY  
OF THE ORIGINAL INSTRUMENT

DATE 2/2/2015  
SIGNED DLA Piper UK LLP  
DLA PIPER UK LLP

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THIS DEBENTURE is made on ~~2015~~ <sup>2</sup> February 2015

BETWEEN:

- (1) THE COMPANIES LISTED IN SCHEDULE 1 TO THIS DEED (the "Original Chargors"), and
- (2) NATIONAL WESTMINSTER BANK PLC (the "Lender")

IT IS AGREED:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Deed

- (a) terms defined in, or construed for the purposes of, the Facilities Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed), and
- (b) at all times the following terms have the following meanings

"**Accession Deed**" means an accession deed substantially in the form set out in schedule 6 (*Form of Accession Deed*),

"**Account Bank**" means

- (a) the Lender, and/or
- (b) such other bank which is an Affiliate of the Lender and with which any Collection Account or Cash Collateral Account is maintained from time to time,

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

"**Assigned Assets**" means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*),

"**Cash Collateral Accounts**" means each

- (a) Mandatory Prepayment Account, and
- (b) Holding Account,

(each as defined in the Facilities Agreement) and including but not limited to the accounts (if any) specified as such in part 3 of schedule 2 (*Details of Security Assets*),

"**Charged Accounts**" means each

- (a) Collection Account,
- (b) Cash Collateral Account, and



(c) other account charged by or pursuant to this Deed,

**"Charged Investments"** means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,

**"Charged Securities"** means

- (a) the securities specified in part 2 of schedule 2 (*Details of Security Assets*), and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or *"investments"* (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Deed) now or in future owned (legally or beneficially) by a Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Chargor has an interest at any time,

**"Chargors"** means

- (a) the Original Chargors, and
- (b) any other company which accedes to this Deed pursuant to an Accession Deed,

**"Collection Account"** has the meaning given to that term in clause 11 8(a)(iii),

**"Debenture Security"** means the Security created or evidenced by or pursuant to this Deed or any Accession Deed,

**"Default Rate"** means the rate of interest determined in accordance with clause 11 3 (*Default interest*) of the Facilities Agreement,

**"Delegate"** means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Lender or by a Receiver,

**"Event of Default"** means each *"Event of Default"* as that term is defined in the Facilities Agreement,

**"Facilities Agreement"** means the senior sterling term and revolving facilities agreement dated the same date as this Deed and made between, amongst others, (1) Aghoco 1275 Limited as Parent, (2) the companies listed in part 1 of schedule 1 thereto (as Original Borrowers), (3) the companies listed in part 2 of schedule 1 thereto (as Original Guarantors) and (4) the Lender, pursuant to which the Lender agreed to make certain facilities available to the Original Borrowers,

**"Finance Document"** means each *"Finance Document"* as that term is defined in the Facilities Agreement,

**"Insurances"** means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Chargor, or in which a Chargor from time to time has an interest (including, without limitation)

- (a) all present and future Key-man Policies, and
- (b) the policies of insurance (if any) specified in part 6 of schedule 2 (*Details of Security Assets*)),

**"Intellectual Property"** means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Chargor in, or relating to

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each Chargor (which may now or in the future subsist),

(including, without limitation, the intellectual property rights (if any) specified in part 4 of schedule 2 (*Details of Security Assets*)),

**"Material Contracts"** means any contracts specified in an Accession Deed or designated by the Lender as a Material Contract from time to time,

**"Party"** means a party to this Deed,

**"Planning Acts"** means (a) the Town and Country Planning Act 1990, (b) the Planning (Listed Buildings and Conservation Areas) Act 1990, (c) the Planning (Hazardous Substances) Act 1990, (d) the Planning (Consequential Provisions) Act 1990, (e) the Planning and Compensation Act 1991, (f) any regulations made pursuant to any of the foregoing and (g) any other legislation of a similar nature,

**"Real Property"** means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to any Chargor, or in which any Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 2 (*Details of Security Assets*)), together with

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (b) all easements, rights and agreements in respect thereof, and
- (c) the benefit of all covenants given in respect thereof,

**"Receivables"** means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and
- (b) all proceeds of any of the foregoing,

**"Receiver"** means a receiver or receiver and manager or (if permitted by law) administrative receiver of the whole or any part of the Security Assets appointed by the Lender under this Deed,

**"Related Rights"** means, in relation to any Charged Security

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

**"Relevant Contract"** means

- (a) each Acquisition Document, and
- (b) each agreement specified in part 5 of schedule 2 (*Details of Security Assets*), specified in any Accession Deed as a "*Material Contract*" or otherwise designated by the Lender as a Material Contract,

together with each other agreement supplementing or amending or novating or replacing the same,

**"Secured Obligations"** means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Lender by a Chargor (present or future), whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of such Chargor to a third party which have been assigned or novated to or otherwise vested in the Lender and including interest, discount, commission and other lawful charges or expenses which the Lender may in the course of its business charge or incur in respect of any of those matters or for keeping such Chargor's account, and so that interest shall be computed and compounded according to the usual rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgment or decree contained under or in relation to this Deed,

**"Secured Parties"** has the meaning given to that term in the Intercreditor Agreement,

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed,

**"Security Period"** means the period beginning on the date of this Deed and ending on the date on which

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and
- (b) the Lender has no further commitment, obligation or liability to the Chargors (including, without limitation, under or pursuant to the Finance Documents), and

**"Senior Discharge Date"** has the meaning given to that term in the Intercreditor Agreement

## 1.2 Construction

- (a) Unless a contrary indication appears, the provisions of clause 1.2 (*Construction*) of the Facilities Agreement (other than clause 1.2(d)) apply to this Deed as though they were set out in full in this Deed, except that references to "*this Agreement*" will be construed as references to this Deed
- (b) Unless a contrary indication appears, any reference in this Deed to
  - (i) a "**Chargor**", the "**Lender**" or any other "**Secured Party**" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees,
  - (ii) "**this Deed**", the "**Facilities Agreement**", any other "**Finance Document**" or any other agreement or instrument is a reference to this Deed, the Facilities Agreement, that other Finance Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any member of the Group or provides for further advances), and
  - (iii) "**Secured Obligations**" includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any member of the Group
- (c) Each undertaking of a Chargor (other than a payment obligation) contained in this Deed
  - (i) must be complied with at all times during the Security Period, and
  - (ii) is given by such Chargor for the benefit of the Lender
- (d) The terms of the other Finance Documents, and of any side letters between any of the parties to them in relation to any Finance Document, are incorporated in this Deed to the extent required to ensure that any disposition of the 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
- (e) If the Lender reasonably considers that any amount paid by any member of the Group to the Lender (including, without limitation, under a Finance Document) is capable of being avoided or otherwise set aside on the liquidation or administration of such member of the Group, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed
- (f) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand

## 1.3 Joint and several

The liabilities and obligations of each Chargor under this Deed are joint and several. Each Chargor agrees to be bound by this Deed notwithstanding that any other Chargor which was intended to sign or be bound by this Deed did not so sign or is not bound by this Deed.

#### **1.4 Inconsistency between this Deed and the Intercreditor Agreement**

If there is any conflict or inconsistency between any provision of this Deed and any provision of the Intercreditor Agreement, the provision of the Intercreditor Agreement shall prevail

#### **1.5 Third party rights**

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

### **2. COVENANT TO PAY**

#### **2.1 Covenant to pay**

- (a) Each Chargor, as principal obligor and not merely as surety, covenants in favour of the Lender that it will pay and discharge the Secured Obligations from time to time when they fall due in accordance with their terms, or if there is no due date, on demand
- (b) Every payment by a Chargor of a Secured Obligation which is made to or for the benefit of the Lender to which that Secured Obligation is due and payable, shall operate in satisfaction to the same extent of the covenant contained in clause 2.1(a)

#### **2.2 Default interest**

Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable following a demand by the Lender) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis

- (a) at the rate and in the manner agreed in the document setting out the terms under which such amount is payable, or
- (b) (in the absence of such agreement) at the Default Rate. In such a case, default interest will accrue from day to day on a year of 365 days and will be compounded at such intervals as the Lender states are appropriate

### **3. GRANT OF SECURITY**

#### **3.1 Nature of security**

All Security and dispositions created or made by or pursuant to this Deed are created or made

- (a) in favour of the Lender,
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- (c) as continuing security for payment of the Secured Obligations

#### **3.2 Qualifying floating charge**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to this Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

## **4. FIXED SECURITY**

### **4.1 Fixed charges**

Each Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest

- (a) by way of first legal mortgage
  - (i) the Real Property (if any) specified in part 1 of schedule 2 (*Details of Security Assets*), and
  - (ii) all other Real Property (if any) at the date of this Deed vested in, or charged to, such Chargor (not charged by clause 4 1(a)(i)),
- (b) by way of first fixed charge
  - (i) all other Real Property and all interests in Real Property (not charged by clause 4 1(a)),
  - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and
  - (iii) the proceeds of sale of all Real Property,
- (c) by way of first fixed charge all plant and machinery (not charged by clause 4 1(a) or 4 1(b)) and the benefit of all contracts, licences and warranties relating to the same,
- (d) by way of first fixed charge
  - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 4 1(c)), and
  - (ii) the benefit of all contracts, licences and warranties relating to the same,

other than any which are for the time being part of any Chargor's stock-in-trade or work-in-progress),
- (e) by way of first fixed charge
  - (i) the Charged Securities referred to in part 2 of schedule 2 (*Details of Security Assets*), and
  - (ii) all other Charged Securities (not charged by clause 4.1(e)(i)),

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which such Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,
- (f) by way of first fixed charge
  - (i) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts,

(ii) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts, and

(iii) all accounts of such Chargor with any bank, financial institution or other person at any time (not charged by clauses 4 1(f)(i) or 4 1(f)(ii)) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,

(g) by way of first fixed charge

(i) the Intellectual Property (if any) specified in part 4 of schedule 2 (*Details of Security Assets*), and

(ii) all other Intellectual Property (if any) (not charged by clause 4 1(g)(i)),

(h) to the extent that any Assigned Asset is not effectively assigned under clause 4 2 (*Security assignments*), by way of first fixed charge such Assigned Asset,

(i) by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed)

(i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of such Chargor or the use of any of its assets,

(ii) each Hedging Agreement and each other agreement supplementing or amending or replacing or novating the same, and all rights and remedies in connection with them and all proceeds and claims arising from them, and

(iii) any letter of credit issued in favour of such Chargor and all bills of exchange and other negotiable instruments held by it, and

(j) by way of first fixed charge all of the goodwill and uncalled capital of such Chargor

#### **4.2 Security assignments**

Each Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to

(a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them,

(b) each of the following

(i) each present and future Key-man Policy,

(ii) all Insurances specified in part 6 of schedule 2 (*Details of Security Assets*), and

(iii) all other Insurances (not assigned by clause 4 2(b)(i)),

and all claims under the Insurances and all proceeds of the Insurances, and

- (c) all other Receivables (not assigned under clauses 4 2(a) or 4 2(b))

To the extent that any Assigned Asset described in clause 4 2(b) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Chargor to any proceeds of such Insurances

#### **4.3 Notice of assignment and/or charge - immediate notice**

- (a) On the date of execution of this Deed each Chargor shall in respect of each Acquisition Document, deliver a duly completed notice of assignment to each other party to that document, and shall use all reasonable endeavours to procure that each such party executes and delivers to the Lender an acknowledgement, in each case in the respective forms set out in schedule 4 (*Form of notice to and acknowledgement by party to Relevant Contract*)
- (b) This Deed constitutes notice to the Lender of the Debenture Security over the Charged Accounts and any Hedging Agreement but this shall not prevent the Lender from exercising any rights of set-off in respect of obligations under any such asset

#### **4.4 Notice of assignment and/or charge - Event of Default**

Immediately upon request by the Lender at any time after an Event of Default which is continuing, each Chargor shall

- (a) in respect of each of its Insurances, deliver a duly completed notice of assignment to each other party to that Insurance, to the extent that such Chargor is permitted pursuant to the terms of the Insurance to assign the same, and shall use its reasonable endeavours to procure that each such party executes and delivers to the Lender an acknowledgement, in each case in the respective forms set out in schedule 5 (*Form of notice to and acknowledgement by insurers*),
- (b) in respect of the Charged Accounts deliver a duly completed notice to the relevant Account Bank and shall use all reasonable endeavours to procure that the relevant Account Bank executes and delivers to the Lender an acknowledgement, in each case in the respective forms set out in schedule 3 (*Form of notice to and acknowledgement from Account Bank*),

or, in each case, in such other form as the Lender shall agree

#### **4.5 Assigned Assets**

The Lender is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Deed

#### **4.6 Excluded Accounts**

- (a) There shall be excluded from the charge created by clause 4 1 (*Fixed charges*) any Customer Trust Account and all monies standing to the credit of such Customer Trust Account
- (b) The C Loan Note Escrow Account (excluding, for the avoidance of doubt, any receivable owed to a member of the Group and payable from the Escrow Account pursuant to the Escrow Agreement) and all monies standing to the credit of the C Loan Note Escrow Account shall be excluded from the Debenture Security



## **5. FLOATING CHARGE**

Each Chargor charges and agrees to charge by way of first floating charge all of its present and future

- (a) assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to clause 4.1 (*Fixed charges*), clause 4.2 (*Security assignments*) or any other provision of this Deed, and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

## **6. CONVERSION OF FLOATING CHARGE**

### **6.1 Conversion by notice**

The Lender may, by written notice to a Chargor, convert the floating charge created under this Deed into a fixed charge as regards all or any of the assets of such Chargor specified in the notice if

- (a) an Event of Default has occurred and is continuing, or
- (b) the Lender considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

### **6.2 Small companies**

The floating charge created under this Deed by any Chargor 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 such Chargor

### **6.3 Automatic conversion**

The floating charge created under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge

- (a) in relation to any Security Asset which is subject to a floating charge if
  - (i) such Chargor creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Lender, or
  - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and
- (b) over all Security Assets of a Chargor which are subject to a floating charge if an administrator is appointed in respect of such Chargor or the Lender receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986)

### **6.4 Scottish property**

Clause 6.3 (*Automatic conversion*) will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion

## **6.5 Partial conversion**

The giving of a notice by the Lender pursuant to clause 6.1 (*Conversion by notice*) in relation to any class of assets of any Chargor shall not be construed as a waiver or abandonment of the rights of the Lender to serve similar notices in respect of any other class of assets or any other right of the Lender and/or the other Secured Parties

## **7. CONTINUING SECURITY**

### **7.1 Continuing security**

The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

### **7.2 Additional and separate security**

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Lender and/or any other Secured Party may at any time hold for any Secured Obligation.

### **7.3 Right to enforce**

This Deed may be enforced against each or any Chargor without the Lender and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

## **8. LIABILITY OF CHARGORS RELATING TO SECURITY ASSETS**

Notwithstanding anything contained in this Deed or implied to the contrary, each Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Lender is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

## **9. ACCOUNTS**

No monies at any time standing to the credit of any account (of any type and however designated) of any Chargor with the Lender or in which any Chargor has an interest (and no rights and benefits relating thereto) shall be capable of being assigned to any person other than the Lender or being the subject of any Security other than as contemplated by this Deed.

## **10. REPRESENTATIONS**

### **10.1 General**

Each Chargor makes the representations and warranties set out in this clause 10 to the Lender and to each other Secured Party.

### **10.2 Ownership of Security Assets**

Each Chargor is the sole legal and beneficial owner of all of the Security Assets identified against its name in schedule 2 (*Details of Security Assets*), except in respect of those Charged Securities (if any) which are stated to be held by a nominee for a Chargor, in which case such Chargor is the beneficial owner only of such Charged Securities.

### **10.3 Charged Securities**

The Charged Securities listed in part 2 of schedule 2 (*Details of Security Assets*) are fully paid and constitute the entire share capital owned by each Chargor in the relevant company and constitute the entire share capital of each such company

### **10.4 Time when representations made**

- (a) All the representations and warranties in this clause 10 are made by each Original Chargor on the date of this Deed and (except for that in clause 10.3 (*Charged Securities*) which is also deemed to be made by each Chargor:
  - (i) on the date of each Utilisation Request and each Utilisation Date,
  - (ii) on the first day of each Interest Period, and
  - (iii) (in the case of a company that accedes to the terms of this Deed pursuant to an Accession Deed) on the day on which it becomes a Chargor
- (b) Each representation or warranty deemed to be made after the date of this Deed shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made

## **11. UNDERTAKINGS BY THE CHARGORS**

### **11.1 Negative pledge and Disposals**

Unless expressly permitted to do so by the documents setting out the Secured Obligations, no Chargor shall do or agree to do any of the following without the prior written consent of the Lender

- (a) create or permit to subsist any Security or Quasi-Security on any Security Asset other than as created by this Deed and except for a Permitted Security, or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Transaction)

### **11.2 Security Assets generally**

Each Chargor shall

- (a) notify the Lender within 10 Business Days of receipt of every material notice, order, application, requirement or proposal given or made in relation to the Security Assets by any competent authority, and (if required by the Lender):
  - (i) immediately provide it with a copy of the same, and
  - (ii) either (A) comply with such notice, order, application, requirement or proposal or (B) make such objections to the same as the Lender may require or approve,
- (b) pay all rates, rents and other outgoings owed by it in respect of the Security Assets,

- (c) comply with
  - (i) all material obligations in relation to the Security Assets under any present or future regulation or requirement of any competent authority or any Authorisation, and
  - (ii) all covenants and obligations affecting any Security Asset (or its manner of use),
- (d) not, except with the prior written consent of the Lender, enter into any onerous or restrictive obligation affecting any Security Assets (except as expressly permitted under the Facilities Agreement),
- (e) provide the Lender with all information which it may reasonably request in relation to the Security Assets, and
- (f) not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect)

### **11.3 Deposit of documents and notices**

- (a) Each Chargor shall on reasonable request by the Lender to the extent reasonably practicable (and without prejudice to clause 11.13(a)(i)), deposit with the Lender
  - (i) all deeds and documents of title relating to the Security Assets which are in its possession, and
  - (ii) all local land charges, land charges and HM Land Registry search certificates and similar documents received by or on behalf of a Chargor,
 (each of which the Lender may hold throughout the Security Period), and
  - (b) as soon as reasonably practicable following request by the Lender affix to any plant, machinery, fixtures, fittings, computers, vehicles, office equipment, other equipment and other asset for the time being owned by it (in a prominent position) a durable notice of this Deed (in any form required by the Lender)

### **11.4 Real Property undertakings - acquisitions and notices to HM Land Registry**

- (a) Each Chargor shall notify the Lender as soon as reasonably practicable upon the acquisition of any estate or interest in any freehold or leasehold property
- (b) Each Chargor shall, in respect of any freehold or leasehold Real Property which is acquired by it after the date of this Deed, the title to which is registered at HM Land Registry or the title to which is required to be so registered
  - (i) give HM Land Registry written notice of this Deed, and
  - (ii) use all reasonable endeavours to procure that notice of this Deed is clearly noted in the register to each such title

### **11.5 Real Property undertakings - maintenance**

- (a) Each Chargor shall maintain all buildings and erections forming part of the Security Assets in a good state of repair

- (b) No Chargor shall, except with the prior written consent of the Lender (such consent not to be unreasonably withheld) (or as expressly permitted under the Facilities Agreement)
  - (i) confer on any person 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) confer on any person any right or licence to occupy any land or buildings forming part of the Real Property, or
  - (iii) grant any licence to assign or sub-let any part of the Real Property.
- (c) Except as permitted to do so by any document setting out the Secured Obligations, no Chargor shall carry out any development within the meaning of the Planning Acts in or upon any part of the Real Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure of, or a change of use of, any part of the Real Property, without first obtaining the written consent of the Lender
- (d) No Chargor shall do, or permit to be done, anything as a result of which any lease may be liable to forfeiture or otherwise be determined
- (e) Following the occurrence of an Event of Default which is continuing, each Chargor shall permit the Lender and any person nominated by it at all reasonable times with reasonable notice to enter any part of the Real Property and view the state of it

#### **11.6 Real Property undertakings - title investigation**

- (a) Each Chargor shall grant the Lender on request all facilities within the power of such Chargor to enable the Lender (or its lawyers) to carry out 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. Those investigations shall be carried out at the expense of such Chargor
- (b) Where the Lender reasonably suspects that a Default has occurred upon demand by the Lender, each Chargor shall at its own expense provide the Lender with a report as to title of such Chargor to its 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)

#### **11.7 Insurances**

- (a) Each Chargor shall at all times comply with its obligations as to insurance contained in the Facilities Agreement (and, in particular, clause 24 25 (*Insurance*) of the Facilities Agreement)
- (b) If at any time any Chargor defaults in
  - (i) effecting or keeping up the insurances (A) required under the Facilities Agreement or (B) referred to in this clause, or
  - (ii) producing any insurance policy or receipt to the Lender upon reasonable demand,

the Lender may (without prejudice to its rights under clause 12 (*Power to remedy*)) take out or renew such policies of insurance in any sum which the Lender may reasonably think expedient. All monies which are expended by the Lender in doing so shall be deemed to be properly paid by the Lender and shall be reimbursed by such Chargor on demand.

- (c) Each Chargor shall, subject to the rights of the Lender under clause 11.7(d), diligently pursue its rights under the Insurances.
- (d) In relation to the proceeds of Insurances
  - (i) the Lender shall be co-insured and have the sole right to settle or sue for any such claim and to give any discharge for insurance monies in accordance with the Facilities Agreement, and
  - (ii) all claims and monies received or receivable under any Insurances shall (subject to the rights or claims of any lessor or landlord or tenant of any part of the Security Assets) be applied in accordance with the Facilities Agreement.

#### **11.8 Dealings with and realisation of Receivables and Collection Accounts**

- (a) Each Chargor shall
  - (i) without prejudice to clause 11.1 (*Negative pledge and Disposals*) (but in addition to the restrictions in that clause), not, without the prior written consent of the Lender, sell, assign, charge, factor or discount or in any other manner deal with any Receivable,
  - (ii) collect all Receivables promptly in the ordinary course of trading as agent for the Lender,
  - (iii) (except where monies are required to be paid into a Mandatory Prepayment Account or Holding Account in accordance with the terms of any Finance Document) promptly upon receipt pay all monies which it receives in respect of the Receivables into
    - (A) the account specified against its name in part 3 of schedule 2 (*Details of Security Assets*) as a Collection Account,
    - (B) such specially designated account(s) with the Lender as the Lender may from time to time direct, or
    - (C) such other account(s) with such other bank as the Lender may from time to time direct,(each such account(s) together with all additions to or renewals or replacements thereof (in whatever currency) being a "Collection Account"), and
  - (iv) pending such payment, hold all monies so received upon trust for the Lender.

- (b) Following the occurrence of an Event of default which is continuing, each Chargor shall deal with the Receivables (both collected and uncollected) and the Collection Accounts in accordance with any directions given in writing from time to time by the Lender and, in default of and subject to such directions, in accordance with this Deed

#### **11.9 Operation of Collection Accounts**

- (a) Whilst an Event of Default is continuing, no Chargor shall withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Collection Account without the prior written consent of the Lender and the Lender shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer
- (b) If the right of a Chargor to withdraw the proceeds of any Receivables standing to the credit of a Collection Account results in the charge over that Collection Account being characterised as a floating charge, that will not affect the nature of any other fixed security created by any Chargor under this Deed on all its outstanding Receivables

#### **11.10 Operation of Cash Collateral Accounts**

No Chargor shall withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Cash Collateral Account unless expressly permitted to do so under the Facilities Agreement or the Intercreditor Agreement or with the prior written consent of the Lender and the Lender shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer

#### **11.11 Account Bank and notices**

- (a) The initial Account Bank is the Lender unless the Lender specifies otherwise
- (b) Where any Charged Account of any Chargor is not maintained with the Lender, the relevant Chargor shall deliver to the relevant Account Bank a duly completed notice and use all reasonable endeavours to procure that such Account Bank executes and delivers to the Lender an acknowledgement, in each case in the respective forms set out in schedule 3 (*Form of notice to and acknowledgement from Account Bank*)

#### **11.12 Change of Account Bank**

- (a) The Account Bank may only be changed to another bank or financial institution with the consent of the Lender
- (b) A change only becomes effective when the proposed new Account Bank agrees with the Lender and the relevant Chargors (in a manner satisfactory to the Lender) to fulfil the role of the Account Bank under this Deed
- (c) If there is a change of Account Bank, the net amount (if any) standing to the credit of the relevant Charged Accounts maintained with the old Account Bank will be transferred to the corresponding Charged Accounts maintained with the new Account Bank immediately upon the appointment taking effect. By this Deed each Chargor irrevocably gives all authorisations and instructions necessary for any such transfer to be made

- (d) Each Chargor shall take any action which the Lender requires to facilitate a change of Account Bank and any transfer of credit balances (including the execution of bank mandate forms) and irrevocably appoints the Lender as its attorney to take any such action if that Chargor should fail to do so

#### **11.13 Charged Investments - protection of security**

- (a) Each Chargor shall, on the date of execution of this Deed or an Accession Deed (if applicable) or (if later) as soon as is practicable after its acquisition of any Charged Securities, by way of security for the Secured Obligations
  - (i) deposit with the Lender (or as the Lender may direct) all certificates and other documents of title or evidence of ownership to the Charged Securities in their possession and their Related Rights; and
  - (ii) execute and deliver to the Lender
    - (A) instruments of transfer in respect of the Charged Securities (executed in blank and left undated), and/or
    - (B) such other documents as the Lender shall require to enable it (or its nominees) to be registered as the owner of or otherwise to acquire a legal title to the Charged Securities and their Related Rights (or to pass legal title to any purchaser)
- (b) In respect of any Charged Investment held by or on behalf of any nominee of any clearance or settlement system, each Chargor shall immediately upon execution of this Deed or (if later) immediately upon acquisition of an interest in such Charged Investment deliver to the Lender duly executed stock notes or other document in the name of the Lender (or as it may direct) issued by such nominee and representing or evidencing any benefit or entitlement to such Charged Investment
- (c) Each Chargor shall
  - (i) promptly give notice to any custodian of any agreement with such Chargor in respect of any Charged Investment in a form the Lender may require, and
  - (ii) use its best endeavours to ensure that the custodian acknowledges that notice in a form the Lender may require
- (d) Each Chargor shall
  - (i) instruct any clearance system to transfer any Charged Investment held by it for such Chargor or its nominee to an account of the Lender or its nominee with such clearance system, and
  - (ii) take whatever action the Lender may request for the dematerialisation or rematerialisation of any Charged Investment held in a clearance system

Without prejudice to the rest of this clause 11 13, the Lender may, at the expense of the relevant Chargor, take whatever action is required for the dematerialisation or rematerialisation of the Charged Investments
- (e) Each Chargor shall promptly pay all calls or other payments which may become due in respect of its Charged Investments



- (f) No Chargor shall nominate another person to enjoy or exercise all or any specified rights of the Chargor in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise.
- (g) Without limiting its obligations under clause 11.2(e), each Chargor shall comply with all requests for information within its knowledge relating to the Charged Investments which are made under section 793 of the Companies Act 2006 and, if it fails to do so, the Lender may provide such information as it may have on behalf of such Chargor

#### **11.14 Rights of the Parties in respect of Charged Investments**

- (a) Until an Event of Default occurs, each Chargor shall be entitled to
  - (i) receive and retain all dividends, distributions and other monies paid on or derived from its Charged Securities, and
  - (ii) exercise all voting and other rights and powers attaching to its Charged Securities, provided that it must not do so in a manner which
    - (A) has the effect of changing the terms of such Charged Securities (or any class of them) or of any Related Rights unless permitted by the Finance Documents, or
    - (B) is prejudicial to the interests of the Lender and/or the other Secured Parties
- (b) At any time following the occurrence of an Event of Default which is continuing, the Lender may complete the instrument(s) of transfer for all or any Charged Securities on behalf of any Chargor in favour of itself or such other person as it may select
- (c) At any time when any Charged Security is registered in the name of the Lender or its nominee, the Lender shall be under no duty to
  - (i) ensure that any dividends, distributions or other monies payable in respect of such Charged Security are duly and promptly paid or received by it or its nominee,
  - (ii) verify that the correct amounts are paid or received, or
  - (iii) take any action in connection with the taking up of any (or any offer of any) Related Rights in respect of or in substitution for, any such Charged Security

#### **11.15 Rights of the Parties in respect of Relevant Contracts**

For the avoidance of doubt, prior to the occurrence of an Event of default which is continuing, all rights and remedies in connection with the Relevant Contracts, the exercise of any discretions or judgements, the giving of any waivers or consents and the entitlement to all claims and proceeds arising therefrom shall be exercised at the discretion of the applicable Chargor, subject always to the Finance Documents

### **12. POWER TO REMEDY**

#### **12.1 Power to remedy**

If at any time a Chargor does not comply with any of its obligations under this Deed, the Lender (without prejudice to any other rights arising as a consequence of such non-

compliance) shall be entitled (but not bound) to rectify that default. The relevant Chargor irrevocably authorises the Lender and its employees and agents by way of security to do all such things (including entering the property of such Chargor) which are necessary to rectify that default

## **12.2 Mortgagee in possession**

The exercise of the powers of the Lender under this clause 12 shall not render it, or any other Secured Party, liable as a mortgagee in possession

## **12.3 Monies expended**

The relevant Chargor shall pay to the Lender on demand any monies which are expended by the Lender in exercising its powers under this clause 12, together with interest at the Default Rate from the date on which those monies were expended by the Lender (both before and after judgment) and otherwise in accordance with clause 2.2 (*Default interest*)

# **13. WHEN SECURITY BECOMES ENFORCEABLE**

## **13.1 When enforceable**

This Debenture Security shall become immediately enforceable upon the occurrence of an Event of Default and shall remain so for so long as such Event of Default is continuing

## **13.2 Statutory powers**

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Event of Default which is continuing

## **13.3 Enforcement**

After this Debenture Security has become enforceable, the Lender may in its absolute discretion enforce all or any part of the Debenture Security in such manner as it sees fit

# **14. ENFORCEMENT OF SECURITY**

## **14.1 General**

For the purposes of all rights and powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to the Debenture Security

## **14.2 Powers of leasing**

The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make agreements for leases, accept surrenders of leases and grant options as the Lender may think fit and without the need to comply with section 99 or 100 of the Act

## **14.3 Powers of the Lender**

- (a) At any time after the Debenture Security becomes enforceable (or if so requested by any Chargor by written notice at any time), the Lender may without further notice (unless required by law)

- (i) appoint any person (or persons) to be a receiver, receiver and manager or (if permissible by law) administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or
  - (ii) appoint or apply for the appointment of any person who is appropriately qualified as administrator of a Chargor, and/or
  - (iii) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver, and/or
  - (iv) exercise (in the name of any Chargor and without any further consent or authority of such Chargor) any voting rights and any powers or rights which may be exercised by any person(s) in whose name any Charged Investment is registered or who is the holder of any of them
- (b) The Lender is not entitled to appoint a Receiver in respect of any Security Assets of any Chargor which are subject to a charge which (as created) was a floating 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 such Chargor

#### **14.4 Redemption of prior mortgages**

At any time after the Debenture Security has become enforceable, the Lender may

- (a) redeem any prior Security against any Security Asset, and/or
- (b) procure the transfer of that Security to itself, and/or
- (c) settle and pass the accounts of the holder of any prior Security and any accounts so settled and passed shall be conclusive and binding on each Chargor

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the relevant Chargor to the Lender on demand

#### **14.5 Privileges**

- (a) Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply
- (b) To the extent that the Security Assets constitute "*financial collateral*" and this Deed and the obligations of the Chargors under this Deed constitute a "*security financial collateral arrangement*" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226)) each Receiver and the Lender shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations

- (c) For the purpose of clause 14 5(b), the value of the financial collateral appropriated shall be such amount as the Receiver or the Lender reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it

#### **14.6 No liability**

- (a) Neither the Lender nor any other Secured Party shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct)
- (b) Without prejudice to the generality of clause 14 6(a), neither the Lender nor any other Secured Party shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable

#### **14.7 Protection of third parties**

No person (including a purchaser) dealing with the Lender or any Receiver or Delegate will be concerned to enquire

- (a) whether the Secured Obligations have become payable,
- (b) whether any power which the Lender or the Receiver is purporting to exercise has become exercisable,
- (c) whether any money remains due from any Chargor to the Lender (including, without limitation under any Finance Document), or
- (d) how any money paid to the Lender or to the Receiver is to be applied

### **15. RECEIVER**

#### **15.1 Removal and replacement**

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

#### **15.2 Multiple Receivers**

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document)

#### **15.3 Remuneration**

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender (or, failing such agreement, to be fixed by the Lender)

#### **15.4 Payment by Receiver**

Only monies actually paid by a Receiver to the Lender in relation to the Secured Obligations shall be capable of being applied by the Lender in discharge of the Secured Obligations.

#### **15.5 Agent of Chargors**

Any Receiver shall be the agent of the Chargor in respect of which it is appointed. Such Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. The Lender shall incur no liability (either to such Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

### **16. POWERS OF RECEIVER**

#### **16.1 General powers**

Any Receiver shall have

- (a) all the powers which are conferred on the Lender by clause 14.3 (*Powers of the Lender*),
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act,
- (c) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986, and
- (d) all powers which are conferred by any other law conferring power on receivers.

#### **16.2 Additional powers**

In addition to the powers referred to in clause 16.1 (*General powers*), a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed,
- (b) to manage the Security Assets and the business of any Chargor as he thinks fit,
- (c) to redeem any Security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise,
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act, and, without limitation:
  - (i) fixtures may be severed and sold separately from the Real Property containing them, without the consent of any Chargor,
  - (ii) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party), and

- (iii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit,
- (e) to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which any Chargor was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land),
- (f) to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the relevant Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, such Chargor,
- (g) to take any such proceedings (in the name of any of the relevant Chargors or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- (h) to enter into or make any such agreement, arrangement or compromise as he shall think fit,
- (i) to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as the Lender shall direct),
- (j) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm),
- (k) to form one or more Subsidiaries of any Chargor and to transfer to any such Subsidiary all or any part of the Security Assets,
- (l) to operate any rent review clause in respect of any Real Property in respect of which he was appointed (or any part thereof) and to apply for any new or extended lease, and
- (m) to
  - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset,
  - (ii) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets, and
  - (iii) use the name of any Chargor for any of the above purposes

## **17. APPLICATION OF PROCEEDS AND INTERCREDITOR AGREEMENT**

### **17.1 Application**

All monies received by the Lender or any Receiver after the Debenture Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in

priority to the Debenture Security and subject to the Intercreditor Agreement) be applied in the following order

- (a) *first*, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made, by the Lender or any other Secured Party and of all remuneration due to the Receiver in connection with this Deed or the Security Assets,
- (b) *secondly*, in or towards satisfaction of the remaining Secured Obligations in accordance with clause 17.3 (*Appropriation, Intercreditor Agreement and suspense account*), and
- (c) *thirdly*, in payment of any surplus to any Chargor or other person entitled to it

## **17.2 Contingencies**

If the Debenture Security is enforced at a time when no amounts are due to the Lender (including without limitation, under the Finance Documents) (but at a time when amounts may become so due), the Lender or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Lender may determine

## **17.3 Appropriation, Intercreditor Agreement and suspense account**

- (a) Subject to the Intercreditor Agreement and clause 17.1 (*Application*), the Lender shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine
- (b) Any such appropriation shall override any appropriation by any Chargor
- (c) All monies received, recovered or realised by the Lender under or in connection with this Deed may at the discretion of the Lender be credited to a separate interest-bearing suspense account for so long as the Lender determines (with interest accruing thereon at such rate (if any) as the Lender usually grants for accounts of that size and nature) without the Lender having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations unless such monies would clear all Secured Obligations in full

## **18. SET-OFF**

### **18.1 Set-off rights**

- (a) The Lender may (but shall not be obliged to) set off any obligation which is due and payable by any Chargor and unpaid (including, without limitation, under the Finance Documents or which has been assigned to the Lender by any other Chargor) against any obligation (whether or not matured) owed by the Lender to such Chargor, regardless of the place of payment, booking branch or currency of either obligation
- (b) At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 18.1(a)), the Lender may (but shall not be obliged to) set-off any contingent liability owed by a Chargor to the Lender (including, without limitation under any Finance Document) against any obligation (whether or not matured) owed by the Lender to such Chargor, regardless of the place of payment, booking branch or currency of either obligation

- (c) If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off
- (d) If either obligation is unliquidated or unascertained, the Lender may set off in an amount estimated by it in good faith to be the amount of that obligation

## **18.2 Time deposits**

Without prejudice to clause 18.1 (*Set-off*), if any time deposit matures on any account which any Chargor has with the Lender at a time within the Security Period when

- (a) this Debenture Security has become enforceable, and
- (b) no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Lender in its absolute discretion considers appropriate unless the Lender otherwise agrees in writing

## **19. DELEGATION**

Each of the Lender and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Lender nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

## **20. FURTHER ASSURANCES**

### **20.1 Further action**

Subject to the Agreed Security Principles, each Chargor shall (and the Parent shall procure that each Chargor shall) at its own expense, promptly do all acts and execute all documents as the Lender or a Receiver may reasonably specify (and in such form as the Lender or a Receiver may reasonably require) for

- (a) creating, perfecting or protecting the Security intended to be created by this Deed or any other Transaction Security Document,
- (b) facilitating the realisation of any Security Asset,
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Lender or any Receiver or Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law, or
- (d) creating and perfecting Security in favour of the Lender over any property and assets of such Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to this Deed or any other Transaction Security Document

This includes

- (i) the re-execution of this Deed or such Transaction Security Document,



- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Lender or to its nominee, and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Lender may think expedient

## **20.2 Finance Documents**

Each Chargor shall (and the Parent shall procure that each member of the Group shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender or the Secured Parties by or pursuant to the Finance Documents

## **20.3 Specific security**

Without prejudice to the generality of clause 20.1 (*Further action*), each Chargor will immediately upon request by the Lender execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under this Deed (including any fixed security arising or intended to arise pursuant to clause 6 (*Conversion of floating charge*))

## **21. POWER OF ATTORNEY**

Following the occurrence of an Event of Default which is continuing, each Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any Delegate to be its attorney to take any action which such Chargor is obliged to take under this Deed, including under clause 20 (*Further assurances*). Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause provided such acts were not carried out negligently, fraudulently or in default of the terms of this Deed

## **22. CURRENCY CONVERSION**

All monies received or held by the Lender or any Receiver under this Deed may be converted from their existing currency into such other currency as the Lender or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the spot rate of exchange for the purchase of the relevant currency in the London foreign exchange market on the relevant day. Each Chargor shall indemnify the Lender against all costs, charges and expenses incurred in relation to such conversion. Neither the Lender nor any Receiver shall have any liability to any Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion

## **23. CHANGES TO THE PARTIES**

### **23.1 Chargors**

No Chargor may assign any of its rights or obligations under this Deed

## **23.2 Lender**

The Lender may assign or transfer all or any part of its rights under this Deed in accordance with the Facilities Agreement and the Intercreditor Agreement. Each Chargor shall, immediately upon being requested to do so by the Lender, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

## **23.3 Accession Deed**

Each Chargor

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

## **24. MISCELLANEOUS**

### **24.1 New accounts**

- (a) If the Lender or any other Secured Party receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security (other than a Permitted Security) affecting any Security Asset and/or the proceeds of sale of any Security Asset or any guarantee (whether or not arising in relation to the Finance Documents) ceases to continue in force, it may open a new account or accounts for any Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice.
- (b) As from that time all payments made to the Lender or such other Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

### **24.2 Tacking**

- (a) The Lender shall perform its obligations (including any obligation to make available further advances under the Facilities Agreement).
- (b) This Deed secures advances already made and further advances to be made.

### **24.3 Land Registry**

- (a) Each Chargor shall apply to the Chief Land Registrar (and consents to such an application being made by or on behalf of the Lender) for a restriction in the following terms to be entered on the Register of Title relating to any property registered at the Land Registry (or any unregistered land subject to first registration) and against which this Deed may be noted:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 2014 in favour of *National Westminster Bank Plc* referred to in the charges register or their conveyancer."

- (b) Each Chargor
  - (i) authorises the Lender to make any application which the Lender deems appropriate for the designation of this Deed as an exempt information document under rule 136 of the Land Registration Rules 2003,
  - (ii) shall use all reasonable endeavours to assist with any such application made by or on behalf of the Lender, and
  - (iii) shall 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 following its designation as an exempt information document
- (c) No Chargor shall make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document
- (d) Each Chargor shall promptly make all applications to and filings with the Land Registry which are necessary under the Land Registration Rules 2003 to protect the Debenture Security

#### **24.4 Protective clauses**

- (a) Each Chargor is deemed to be a principal debtor in relation to this Deed. The obligations of each Chargor under, and the security intended to be created by, this Deed shall not be impaired by any forbearance, neglect, indulgence, extension of time, release, surrender or loss of securities, dealing, amendment or arrangement by any Secured Party which would otherwise have reduced, released or prejudiced this Debenture Security or any surety liability of a Chargor (whether or not known to it or to any Secured Party)
- (b) Clause 19 (*Guarantee and indemnity*) of the Facilities Agreement applies in relation to this Deed as if references to the obligations referred to in such clause were references to the obligations of each Chargor under this Deed

### **25. NOTICES**

#### **25.1 Facilities Agreement**

Subject to clause 25.2 (*Notices through Parent*)

- (a) clause 30 (*Notices*) of the Facilities Agreement is incorporated into this Deed as if fully set out in this Deed, and
- (b) the address and fax numbers of each Party for all communications or documents given under or in connection with this Deed are those identified with its name in the execution pages to this Deed or subsequently notified from time to time by the relevant Party for the purposes of the Facilities Agreement or this Deed

#### **25.2 Notices through Parent**

- (a) All communications and documents from the Chargors shall be sent through the Parent and all communications and documents to the Chargors may be sent through the Parent

- (b) Any communication or document made or delivered to the Parent in accordance with this clause 25 will be deemed to have been made or delivered to each of the Chargors

## **26. CALCULATIONS AND CERTIFICATES**

Any certificate of or determination by a Secured Party specifying the amount of any Secured Obligation due from the Chargors (including details of any relevant calculation thereof) is, in the absence of manifest error, conclusive evidence against the Chargors of the matters to which it relates

## **27. PARTIAL INVALIDITY**

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired

## **28. REMEDIES AND WAIVERS**

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

## **29. AMENDMENTS AND WAIVERS**

Any provision of this Deed may be amended only if the Lender and the Chargors or the Parent on their behalf so agree in writing and any breach of this Deed may be waived before or after it occurs only if the Lender so agrees in writing. A waiver given or consent granted by the Lender under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given

## **30. COUNTERPARTS**

This 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 Deed

## **31. RELEASE**

### **31.1 Release**

Upon the expiry of the Security Period (but not otherwise) the Lender shall, at the request and cost of the Chargors, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Security

### **31.2 Reinstatement**

Where any discharge (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargors under this Deed shall continue as if the discharge or arrangement had not occurred. The Lender

may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration

## **32. GOVERNING LAW**

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

## **33. ENFORCEMENT**

### **33.1 Jurisdiction of English courts**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**")
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary
- (c) This clause 33.1 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions

### **33.2 Service of process**

- (a) Without prejudice to any other mode of service allowed under any relevant law, each Obligor (other than an Obligor incorporated in England and Wales)
  - (i) irrevocably appoints the Parent as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document (and the Company by its execution of this Deed, accepts that appointment), and
  - (ii) agrees that failure by an agent for service of process to notify the relevant Obligor of the process will not invalidate the proceedings concerned
- (b) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Parent (on behalf of all the Obligors) must immediately (and in any event within five Business Days of such event taking place) appoint another agent on terms acceptable to the Lender. Failing this, the Lender may appoint another agent for this purpose
- (c) The Company expressly agrees and consents to the provisions of this clause 33 and clause 32 (*Governing law*)

**IN WITNESS** of which this Deed has been duly executed by each Original Chargor as a deed and duly executed by the Lender and has been delivered on the first date specified on page 1 of this Deed

### SCHEDULE 1: THE ORIGINAL CHARGORS

Company Name	Registered Number	Jurisdiction of Incorporation
Aghoco 1275 Limited	9346246	England and Wales
Go-Sykes Limited	9329266	England and Wales
Sykes Cottages Ltd	4469189	England and Wales
Self Catering Travel Ltd	7730563	England and Wales

**SCHEDULE 2: DETAILS OF SECURITY ASSETS****Part 1: Real Property***Deliberately Blank***Part 2: Charged Securities**

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Aghoco 1275 Limited	Go-Sykes Limited	Ordinary	1	£1
Go-Sykes Limited	Sykes Cottages Ltd	Ordinary	100	£100
Go-Sykes Limited	Self Catering Travel Ltd	Ordinary	10,000	£10,000

**Part 3: Charged Accounts**

Cash Collateral Accounts				
Account Holder	Account Number	Type - Holding or Mandatory Prepayment	Account Bank	Account bank branch address and sort code
None at the date of this Deed				

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Sykes Cottages Limited	██████████	Lloyds Bank plc	8 Foregate Street, Chester CH1 1XP Sort code 30-91-92
Sykes Cottages Limited	██████████	Lloyds Bank plc	8 Foregate Street, Chester CH1 1XP Sort code 30-91-92
Sykes Cottages Limited	██████████	Lloyds Bank plc	8 Foregate Street, Chester CH1 1XP Sort code 30-91-92
Sykes Cottages Limited	██████████	Lloyds Bank plc	8 Foregate Street, Chester CH1 1XP Sort code 30-91-92

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Sykes Cottages Limited	[REDACTED]	AIB	37 Upper O'Connell Street, Dublin 1 Sort code: 93-11-36
Sykes Cottages Limited	[REDACTED]	AIB	37 Upper O'Connell Street, Dublin 1 Sort code: 93-11-36
Sykes Cottages Limited	[REDACTED]	Credit Agricole	Centre de affaires Paras Internat
Sykes Cottages Limited	[REDACTED]	National Westminster Bank Plc	33 Eastgate Street, Chester CH1 1LG Sort code: 60-72-10
Sykes Cottages Limited	[REDACTED]	National Westminster Bank Plc	33 Eastgate Street, Chester CH1 1LG Sort code: 60-40-08
Sykes Cottages Limited	[REDACTED]	National Westminster Bank Plc	33 Eastgate Street, Chester CH1 1LG Sort code: 60-40-08
Sykes Cottages Limited	[REDACTED]	National Westminster Bank Plc	33 Eastgate Street, Chester CH1 1LG Sort code: 60-40-08

#### Part 4: Intellectual Property

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
Part 4B - Patents				
Proprietor/ADP number	Patent number	Description		



**Part 5: Material Contracts**

<b>Chargor</b>	<b>Date of Relevant Contract</b>	<b>Parties</b>	<b>Details of Relevant Contract</b>
Go-Sykes Limited	26 January 2015	Clive Sykes and Others	Share Purchase Agreement
Go-Sykes Limited	26 January 2015	Clive Sykes and Others	Tax Deed

**Part 6: Insurances**

<b>Chargor</b>	<b>Insurer</b>	<b>Policy number</b>
Sykes Cottages Ltd	Axa Insurance UK plc	2024639CV000045
Sykes Cottages Ltd and Self Catering Travel Ltd	Towergate Chapman Stevens	ETI/UK 40961
Sykes Cottages Ltd and Self Catering Travel Ltd	W R Berkley Insurance (Europe) Limited	WRB/UK 60124
Sykes Cottages Ltd	Towergate Chapman Stevens	Sykes/20908
Sykes Cottages Ltd and Self Catering Travel Ltd	Aviva	24920100 CCI

**SCHEDULE 3: FORM OF NOTICE TO AND ACKNOWLEDGEMENT FROM ACCOUNT BANK**

To [insert name and address of Account Bank]

Dated [◆] ] 20[◆]

Dear Sirs

<b>RE:</b>	<b>ACCOUNT HOLDER: [◆] ] (THE "CHARGORS")</b>
------------	---

1 We give notice that, by a debenture dated [◆] ] 20[◆] (the "**Debenture**"), we have charged to National Westminster Bank Plc (the "**Lender**") all our present and future right, title and interest in and to

- (a) *In respect of Cash Collateral Accounts* - the Cash Collateral Accounts (as defined in the schedule to this letter), all monies standing to the credit of the Cash Collateral Accounts and all additions to or renewals or replacements thereof (in whatever currency), and
- (b) *In respect of Collection Accounts* - the Collection Accounts (as defined in the schedule to this letter), all monies from time to time standing to the credit of the Collection Accounts and all additions to or renewals or replacements thereof (in whatever currency), and
- (c) all other accounts from time to time maintained with you by each Chargor and all monies at any time standing to the credit of such accounts,

(together the "**Charged Accounts**") and to all interest from time to time accrued or accruing on the Charged Accounts, any investment made out of any such monies or account and all rights to repayment of any of the foregoing by you

2 We advise you that, under the terms of the Debenture

- (a) *In respect of Cash Collateral Accounts* - we are not entitled to withdraw any monies from the Cash Collateral Accounts without first having obtained the prior written consent of the Lender,
- (b) *In respect of Collection Accounts* - following the occurrence of an Event of Default which is continuing, we are not entitled to withdraw any monies from the Collection Accounts without first having obtained the prior written consent of the Lender, except to the extent that such consent is given in this notice,
- (c) any other Charged Accounts without first having obtained the prior written consent of the Lender

3 *In respect of Collection Accounts where access is permitted* - The Lender, by its countersignature of this notice, agrees that

- (a) each Chargor may continue to withdraw monies from its Collection Accounts, and
- (b) subject to the Intercreditor Agreement between us, you may debit to any Collection Account amounts due to you from the relevant Chargor,

until you receive notice from the Lender that it or you may no longer do so. The Lender may by notice to you at any time amend or withdraw this consent

- 4 ***[In respect of accounts which are current accounts that are within a regulatory netting arrangement and which form part of the Ancillary Facilities*** - The Lender, by its countersignature of this notice (in order to enable you to make available net overdraft facilities on the Charged Accounts) consents to you setting off debit balances on any of the following Collection Accounts against credit balances on any of the following Collection Accounts provided that all such Collection Accounts are included in group netting arrangements operated by you for the Chargors

*[Specify relevant accounts and account numbers]*

The Lender may by notice to you at any time amend or withdraw this consent. If the consent referred to in this paragraph is withdrawn, you may immediately set off debit balances and credit balances on the Collection Accounts specified in this paragraph which exist immediately prior to the receipt by you of such notice of withdrawal of consent.]

- 5 We irrevocably authorise and instruct you from time to time
- (a) unless the Lender so authorises you in writing, not to permit withdrawals from the Cash Collateral Accounts and, following notification to you from the Lender that an Event of Default which is continuing has occurred, the Collection Accounts and any other Charged Account,
  - (b) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Lender,
  - (c) to pay all or any part of the monies standing to the credit of the Charged Accounts to the Lender (or as it may direct) promptly following receipt of written instructions from the Lender to that effect, and
  - (d) to disclose to the Lender such information relating to the Chargors and the Charged Accounts as the Lender may from time to time request you to provide
- 6 We agree that you are not bound to enquire whether the right of the Lender to withdraw any monies from any Charged Account has arisen or be concerned with (a) the propriety or regularity of the exercise of that right or (b) notice to the contrary or (c) to be responsible for the application of any monies received by the Lender
- 7 This notice may only be revoked or amended with the prior written consent of the Lender
- 8 Please confirm by completing the enclosed copy of this notice and returning it to the Lender (with a copy to each Chargor) that you agree to the above and that
- (a) you accept the authorisations and instructions contained in this notice and you undertake to comply with this notice,
  - (b) you have not, at the date this notice is returned to the Lender, received notice of any assignment or charge of or claim to the monies standing to the credit of any Charged Account or the grant of any security or other interest over those monies or any Charged Account in favour of any third party and you will notify the Lender promptly if you should do so in the future, and

- (c) you do not at the date of this notice and will not [*if paragraph 4 is used* - , except as expressly permitted by this notice,] in the future exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts

9 This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law

Yours faithfully

\_\_\_\_\_  
for and on behalf of

**[NAME OF CHARGOR]**

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
for and on behalf of

**[NAME OF CHARGOR]**

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
for and on behalf of

**[NAME OF CHARGOR]**

Name \_\_\_\_\_

Title \_\_\_\_\_

Countersigned by

\_\_\_\_\_  
for and on behalf of

**NATIONAL WESTMINSTER BANK PLC**

# SCHEDULE

Cash Collateral Accounts (each a "Cash Collateral Account")		
Account holder	Cash Collateral Account number	Account Bank branch address and sort code
[♦ ]	[♦ ]	[♦ ]
[♦ ]	[♦ ]	[♦ ]
[♦ ]	[♦ ]	[♦ ]
The Collection Accounts (each a "Collection Account")		
Account holder	Collection Account number	Account Bank branch address and sort code
[♦ ]	[♦ ]	[♦ ]
[♦ ]	[♦ ]	[♦ ]
[♦ ]	[♦ ]	[♦ ]

[On copy]

To National Westminster Bank plc  
RBS Corporate and Institutional Banking  
6th Floor  
1 Spinningfields Square  
Manchester  
M3 3AP

Copy to [NAME OF EACH CHARGOR]

We acknowledge receipt of the above notice We confirm and agree.

- (a) that the matters referred to in it do not conflict with the terms which apply to any Charged Account, and
- (b) the matters set out in paragraph 8 of the above notice

\_\_\_\_\_  
for and on behalf of  
[Name of Account Bank]

Dated [◆ ] 2014

**SCHEDULE 4: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY PARTY TO  
RELEVANT CONTRACT**

To *[Insert name and address of relevant party]*

Dated [◆                      ] 20[◆]

Dear Sirs

**RE: [DESCRIBE RELEVANT CONTRACT] DATED [◆                      ] 20[◆] BETWEEN (1)  
[◆                      ] AND (2) [◆                      ] ("AGREEMENT")**

- 1 We give notice that, by a debenture dated [◆                      ] 20[◆] (the "**Debenture**"), we have assigned to National Westminster Bank Plc (the "**Lender**") all our present and future right, title and interest in and to the Agreement including all rights and remedies in connection with the Agreement and all proceeds and claims arising from the Agreement
- 2 We irrevocably authorise and instruct you
  - (a) to disclose to the Lender at our expense (without any reference to or further authority from us), such information relating to the Agreement as the Lender may from time to time request to the extent that we would have been entitled to request such information, had we not assigned the Agreement,
  - (b) to comply with any written notice or instructions which you receive at any time from the Lender, to the extent that we would have been entitled to require you to so comply, had we not assigned the Agreement, without any reference to or further authority from us;
  - (c) upon the receipt by you of written notice from the Lender
    - (i) to hold all sums from time to time due and payable by you to us under the Agreement to the order of the Lender, and
    - (ii) to pay or release all or any part of the sums from time to time due and payable by you to us under the Agreement only in accordance with the written instructions given to you by the Lender from time to time,
  - (d) to send copies of all notices and other information given or received under the Agreement to the Lender, and
  - (e) that we are not permitted to agree, otherwise than through the Lender, any amendment or supplement to, or waive any obligation under, the Agreement without the prior written consent of the Lender
- 3 This notice may only be revoked or amended only with the prior written consent of the Lender
- 4 Please confirm by completing the enclosed copy of this notice and returning it to the Lender (with a copy to us) that you agree to the above and that
  - (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice,

- (b) you have not, at the date this notice is returned to the Lender, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Agreement or any proceeds of it and you will notify the Lender promptly if you should do so in future;
- (c) upon the receipt by you of written notice from the Lender you will not permit any sums to be paid to us or any other person (other than the Lender) under or pursuant to the Agreement without the prior written consent of the Lender, and
- (d) if you make any attempt to terminate or amend the Agreement, you will liaise with and notify the Lender as the proper counterparty under the Agreement and not us

5 This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law

Yours faithfully

---

for and on behalf of  
**[NAME OF CHARGOR]**




**[On copy]**

To National Westminster Bank plc  
RBS Corporate and Institutional Banking  
6th Floor  
1 Spinningfields Square  
Manchester  
M3 3AP

Copy to [NAME OF CHARGOR]

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraph 4 of the above notice.

for and on behalf of  
[  ]

Dated [◆] 20[◆]

## SCHEDULE 5: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY INSURERS

To [Insert name and address of insurer]

Dated [◆ ] 20[◆]

Dear Sirs

[**DESCRIBE INSURANCE POLICIES**] DATED [◆ ] 20[◆] BETWEEN (1) [◆ ] AND (2) [◆ ] (THE "CHARGOR")

- 1 We give notice that, by a debenture dated [◆ ] 20[◆] (the "**Debenture**"), we have assigned to National Westminster Bank Plc (the "**Lender**") all our present and future right, title and interest in and to the policies described above (together with any other agreement supplementing or amending the same, the "**Policies**") including all rights and remedies in connection with the Policies and all proceeds and claims arising from the Policies
- 2 We irrevocably authorise and instruct you from time to time
  - (a) to disclose to the Lender at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure) such information relating to the Policies as the Lender may from time to time request,
  - (b) to hold all sums from time to time due and payable by you to us under the Policies to the order of the Lender,
  - (c) to pay or release all or any part of the sums from time to time due and payable by you to us under the Policies only in accordance with the written instructions given to you by the Lender from time to time,
  - (d) to comply with any written notice or instructions in any way relating to (or purporting to relate to) the Debenture, the sums payable to us from time to time under the Policies or the debts represented by them which you may receive from the Lender (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction), and
  - (e) to send copies of all notices and other information given or received under the Policies to the Lender
- 3 We irrevocably instruct you, with effect from the date of this notice, to note on the relevant Policies the Lender's interest as co-insured in respect of the Policies and the rights, remedies, proceeds and claims referred to above
- 4 Subject to the terms of the Facilities Agreement (as defined in the Debenture), we are not permitted to receive from you, otherwise than through the Lender, any amount in respect of or on account of the sums payable to us from time to time under the Policies
- 5 We are not permitted to agree any amendment or supplement to, or waive any obligation under, the Policies without the prior written consent of the Lender
- 6 This notice may only be revoked or amended with the prior written consent of the Lender
- 7 Please confirm by completing the enclosed copy of this notice and returning it to the Lender (with a copy to us) that you agree to the above and that

- (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice,
- (b) you have not, at the date this notice is returned to the Lender, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Policies or any proceeds of them or any breach of the terms of any Policy and you will notify the Lender promptly if you should do so in future,
- (c) you will not permit any sums to be paid to us or any other person under or pursuant to the Policies without the prior written consent of the Lender, and
- (d) you will not exercise any right to terminate, cancel, vary or waive the Policies or take any action to amend or supplement the Policies without the prior written consent of the Lender

8 This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law

Yours faithfully

---

for and on behalf of  
**[NAME OF CHARGOR]**

[On copy]

To National Westminster Bank plc  
RBS Corporate and Institutional Banking  
6th Floor  
1 Spinningfields Square  
Manchester  
M3 3AP

Copy to: [NAME OF CHARGOR]

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms We confirm and agree to the matters set out in paragraph 7 in the above notice

---

for and on behalf of  
[◆ ]

Dated [◆ ] 2014

## SCHEDULE 6: FORM OF ACCESSION DEED

THIS ACCESSION DEED is made on

20[◆]

BETWEEN

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an "Acceding Company"),
- (2) AGHOCO 1275 LIMITED (the "Parent"), and
- (3) [◆] (the "Lender")

### BACKGROUND

This Accession Deed is supplemental to a debenture dated [◆] 20[◆] and made between (1) the Chargors named in it and (2) the Lender (the "Debenture")

### IT IS AGREED:

#### 1. DEFINITIONS AND INTERPRETATION

##### (a) Definitions

Terms defined in, or construed for the purposes of, the 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)

##### (b) Construction

Clause 1.2 (*Construction*) of the 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

##### (a) Accession

[The/Each] Acceding Company

- (i) unconditionally and irrevocably undertakes to and agrees with the Lender to observe and be bound by the Debenture, and
- (ii) 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 Debenture,

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

##### (b) Covenant to pay

Without prejudice to the generality of clause 2(a) (*Accession*), [the/each] Acceding Company (jointly and severally with the other Chargors [and each other Acceding Company]), covenants in the terms set out in clause 2 (*Covenant to pay*) of the Debenture

(c) **Charge and assignment**

Without prejudice to the generality of clause 2(a) (*Accession*), [the/each] 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 clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing)

- (i) by way of first legal mortgage all the freehold and leasehold Real Property (if any) vested in or charged to [the/each] Acceding Company (including, without limitation, the property specified against its name in part 1 of schedule 2 (*Details of Security Assets*) (if any)),
- (ii) by way of first fixed charge
  - (A) all the Charged Securities (including, without limitation, those specified against its name in part 2 of schedule 2 (*Details of Security Assets*) (if any)), together with
  - (B) all Related Rights from time to time accruing to them,
- (iii) by way of first fixed charge each of its Cash Collateral and Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in part 3 of schedule 2 (*Details of Security Assets*) and all monies at any time standing to the credit of such accounts,
- (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in part 4 of schedule 2 (*Details of Security Assets*) (if any)),
- (v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in part 5 of schedule 2 (*Details of Security Assets*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them, and
- (vi) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in part 6 of schedule 2 (*Details of Security Assets*) (if any)), all claims under the Insurances and all proceeds of the Insurances

(d) **Representations**

[The/Each] Acceding Company makes the representations and warranties required pursuant to clause 10 4(a)(iii) to the Debenture as well as those set out in this clause 2(d)

- (i) the Charged Securities listed in part 2 of schedule 2 to the Accession Deed (*Details of Security Assets*) constitute the entire share capital owned by each Acceding Company in the relevant company and constitute the entire share capital of each such company, and

- (ii) in relation to the Real Property, part 1 of schedule 2 (*Details of Security Assets*) identifies all freehold and leasehold Real Property which is beneficially owned by each Acceding Company at the date of this Deed

(e) **Consent**

Pursuant to clause [23 3] (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors)

- (i) consents to the accession of [the/each] Acceding Company to the Debenture on the terms of this Accession Deed, and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if [the/each] Acceding Company had been named in the Debenture as a Chargor

**3. CONSTRUCTION OF DEBENTURE**

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

**4. THIRD PARTY RIGHTS**

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/each] Acceding Company are those identified with its name below

**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/each] 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

## SCHEDULE 1 TO THE ACCESSION DEED

### The Acceding Companies

Company name	Registered number	Registered office
[♦ ]	[♦ ]	[♦ ]
[♦ ]	[♦ ]	[♦ ]
[♦ ]	[♦ ]	[♦ ]
[♦ ]	[♦ ]	[♦ ]



## SCHEDULE 2 TO THE ACCESSION DEED

### Details of Security Assets owned by the Acceding Companies

#### [Part 1 - Real Property]

Registered land				
[Acceding Company]	Address	Administrative Area		Title number
[◆ ]	[◆ ]	[◆ ]		[◆ ]
Unregistered land				
[Acceding Company]	Address	Document describing the Real Property		
		Date	Document	Parties
[◆ ]	[◆ ]	[◆ ] 20[◆ ]	[◆ ]	[◆ ]

#### [Part 2 - Charged Securities]

[Acceding Company]	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
[♦ ]	[♦ ]	[♦ ]	[♦ ]	[♦ ]
[♦ ]	[♦ ]	[♦ ]	[♦ ]	[♦ ]
[♦ ]	[♦ ]	[♦ ]	[♦ ]	[♦ ]

#### [Part 3 - Charged Accounts]

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
[♦ ]	[♦ ]	[♦ ]	[♦ ]
[♦ ]	[♦ ]	[♦ ]	[♦ ]
[♦ ]	[♦ ]	[♦ ]	[♦ ]

**[Part 4 - Intellectual Property]**

<b>Part 4A - Trade marks</b>				
<b>Proprietor/ADP number</b>	<b>TM number</b>	<b>Jurisdiction/apparent status</b>	<b>Classes</b>	<b>Mark text</b>
[♦ ]	[♦ ]	[♦ ]	[♦ ]	[♦ ]
[♦ ]	[♦ ]	[♦ ]	[♦ ]	[♦ ]
[♦ ]	[♦ ]	[♦ ]	[♦ ]	[♦ ]

<b>Part 4B - Patents</b>		
<b>Proprietor/ADP number</b>	<b>Patent number</b>	<b>Description</b>
[♦ ]	[♦ ]	[♦ ]
[♦ ]	[♦ ]	[♦ ]
[♦ ]	[♦ ]	[♦ ]

**[Part 5 - Material Contracts]**

<b>[Acceding Company]</b>	<b>Date of Relevant Contract</b>	<b>Parties</b>	<b>Details of Relevant Contract</b>
[♦ ]	[♦ ] 20[♦]	[♦ ]	[♦ ]
[♦ ]	[♦ ] 20[♦]	[♦ ]	[♦ ]

**[Part 6 - Insurances]**

<b>[Acceding Company]</b>	<b>Insurer</b>	<b>Policy number</b>
[♦ ]	[♦ ]	[♦ ]
[♦ ]	[♦ ]	[♦ ]

**EXECUTION PAGES OF THE ACCESSION DEED**

**THE ACCEDING COMPAN[Y][IES]**

***EITHER one director in the presence of an attesting witness***

Executed as a deed[, but not delivered until the )  
first date specified on page 1,] by [NAME OF )  
ACCEDING COMPANY] acting by )

Director \_\_\_\_\_  
Witness signature \_\_\_\_\_  
Witness name \_\_\_\_\_  
Witness address \_\_\_\_\_  
\_\_\_\_\_

Address: [◆ ]

Facsimile No: [◆ ]

***OR where executing by an individual attorney***

Signed as a deed[, but not delivered until the first )  
date specified on page 1,] by [NAME OF )  
ACCEDING COMPANY] by its attorney )  
\_\_\_\_\_ [acting pursuant to a )  
power of attorney dated [◆ ] 20[◆]] )  
in the presence of )

Signature \_\_\_\_\_  
as attorney for [NAME OF  
ACCEDING COMPANY]

Witness signature \_\_\_\_\_  
Witness name \_\_\_\_\_  
Witness address \_\_\_\_\_  
\_\_\_\_\_

Address: [◆ ]

Facsimile No: [◆ ]

**THE PARENT**

***EITHER one director in the presence of an attesting witness***

Executed as a deed[, but not delivered until the )  
first date specified on page 1,] by [NAME OF )  
PARENT] acting by )

Director \_\_\_\_\_  
Witness signature \_\_\_\_\_  
Witness name \_\_\_\_\_  
Witness address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: [◆ ]

Facsimile No: [◆ ]

***OR where executing by an individual attorney***

Signed as a deed[, but not delivered until the first )  
date specified on page 1,] by [NAME OF )  
PARENT] by its attorney )  
\_\_\_\_\_ [acting pursuant to a )  
power of attorney dated [◆ ] 20[◆]] )  
in the presence of )

Signature \_\_\_\_\_  
as attorney for [NAME OF  
PARENT]

Witness signature \_\_\_\_\_  
Witness name \_\_\_\_\_  
Witness address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: [◆ ]

Facsimile No: [◆ ]

**THE LENDER**

Signed by \_\_\_\_\_ for )  
and on behalf of **NATIONAL** )  
**WESTMINSTER BANK PLC** )

Signature \_\_\_\_\_

**Address:**

**Attention:**

EXECUTION PAGES

THE ORIGINAL CHARGORS

Executed as a deed, but not delivered until the )  
first date specified on page 1, by AGHOCO )  
1275 LIMITED acting by )

Director [REDACTED] (Miles Hill)  
Witness signature [REDACTED]  
Witness name Ricky Walker  
Witness address [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
Address: Lime Tree House, Hoole Lane, Chester CH2 3EG  
Facsimile No: N/A  
Attention: Miles Hill

Executed as a deed, but not delivered until the )  
first date specified on page 1, by GO-SYKES )  
LIMITED acting by. )

Director [REDACTED] (Miles Hill)  
Witness signature [REDACTED]  
Witness name Ricky Walker  
Witness address: [REDACTED]  
[REDACTED]  
[REDACTED]  
Address: Lime Tree House, Hoole Lane, Chester CH2 3EG  
Facsimile No: N/A  
Attention: Miles Hill

Executed as a deed, but not delivered until the )  
first date specified on page 1, by SYKES )  
COTTAGES LTD acting by )

Director [REDACTED] (Miles Hill)  
Witness signature [REDACTED]  
Witness name: Rickly Walker  
Witness address [REDACTED]  
[REDACTED]  
[REDACTED]  
Address: Lime Tree House, Hoole Lane, Chester CH2 3EG  
Facsimile No: N/A  
Attention: Miles Hill

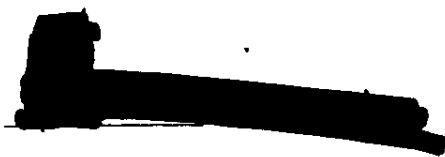
Executed as a deed, but not delivered until the  
first date specified on page 1, by SELF  
CATERING TRAVEL LTD acting by

Director [REDACTED] (Miles Hill)  
Witness signature [REDACTED]  
Witness name: Rickly Walker  
Witness address [REDACTED]  
[REDACTED]  
[REDACTED]  
Address: Lime Tree House, Hoole Lane, Chester CH2 3EG  
Facsimile No: N/A  
Attention: Miles Hill

**THE LENDER**

Signed by Sarah Jessamine )  
for and on behalf of NATIONAL )  
WESTMINSTER BANK PLC )

Signature

A large black rectangular redaction mark covering the signature area.

**Address:** 1 Spinningfields Square,  
Manchester M3 3AP

**Attention:** David Amos