



Registration of a Charge

Company name: **PRAETURA ASSET FINANCE (BB) LIMITED**

Company number: **10331703**



X8E75UOP

Received for Electronic Filing: **17/09/2019**

Details of Charge

Date of creation: **12/09/2019**

Charge code: **1033 1703 0002**

Persons entitled: **RM CAPITAL MARKETS LIMITED**

Brief description: **THE COMPANY CHARGES BY WAY OF FIRST LEGAL MORTGAGE ALL PROPERTY (AS DEFINED IN THE INSTRUMENT) ALTHOUGH NO DETAILS HAVE BEEN SPECIFIED IN THE INSTRUMENT. FOR FURTHER DETAIL, SEE CLAUSE 4.1.1 AND SCHEDULE 2 OF THE INSTRUMENT. THE COMPANY CHARGES BY WAY OF FIRST FIXED CHARGE ALL ITS RIGHT, TITLE AND INTEREST IN ANY INTELLECTUAL PROPERTY (AS DEFINED IN THE INSTRUMENT) ALTHOUGH NO DETAILS HAVE BEEN SPECIFIED IN THE INSTRUMENT. FOR FURTHER DETAIL, SEE CLAUSE 4.1.8 AND SCHEDULE 4 OF THE INSTRUMENT.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **HANNAH ROWBOTHAM**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10331703

Charge code: 1033 1703 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th September 2019 and created by PRAETURA ASSET FINANCE (BB) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th September 2019 .

Given at Companies House, Cardiff on 18th September 2019

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



Companies House



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

Date: 12 September 2019

PRAETURA ASSET FINANCE (BB) LIMITED

as Chargor

RM CAPITAL MARKETS LIMITED

as Security Trustee

Debenture

Contents

No	Heading	Pages
1.	Definitions and Interpretation	4
2.	Covenant to Pay	9
3.	Default Interest	9
4.	Fixed and Floating Charges and Assignment	9
5.	Conversion of Floating Charge	11
6.	Deferral of Rights	12
7.	Negative Pledge	12
8.	Representations and Warranties	12
9.	General Covenants of the Chargor	15
10.	Insurance	18
11.	Receivables	19
12.	Intellectual Property	21
13.	Securities	21
14.	Right of Appropriation	22
15.	Enforcement of Security	22
16.	Redemption of Prior Security	22
17.	Appointment and Powers of Receiver and Administrator	23
18.	Application of Proceeds	25
19.	Protection of Third Parties	25
20.	Clawback	26
21.	Waiver of Rights	26
22.	Continuing Security and Security Trustee's Protections	27
23.	Further Assurance and Power of Attorney	27
24.	Notice of Subsequent Security – New Accounts	28
25.	Currency and Set-Off	28
26.	Appropriation and Suspense Account	29

27.	Payments	29
28.	Costs, Expenses and Indemnities	30
29.	Assignment and Transfer	31
30.	Third Party Rights	31
31.	Notices	31
32.	General	31
33.	Governing Law and Jurisdiction	32
	Schedule 1	33
	The Original Noteholders	33
	Schedule 2	34
	Property	34
	Schedule 3	35
	Material Contracts	35
	Schedule 4	36
	Intellectual Property	36
	Schedule 5	37
	Securities	37
	Schedule 6	38
	Accounts	38
	Schedule 7	39
	Notice to Account Bank – Collections Account	39
	Schedule 8	43
	Notice to Account Bank – Other Accounts	43
	Schedule 9	47
	Notice of Insurance Assignment	47
	Schedule 10	51
	Notice to Counterparty	51
	Schedule 11	54

THIS DEBENTURE is made the12th..... day ofSeptember..... 2019

BETWEEN:

- (1) **PRAETURA ASSET FINANCE (BB) LIMITED**, a company registered in England and Wales (registered number 10331703) whose registered office is at Ewood House, Walker Park, Guide, Blackburn, BB1 2QE (the "**Chargor**"); and
- (2) **RM CAPITAL MARKETS LIMITED**, a company registered in Scotland (registered number SC380707) whose registered office is at 7 Melville Crescent, Edinburgh, EH3 7JA (the "**Security Trustee**").

IT IS AGREED:

1. Definitions and Interpretation

1.1 In this Deed the following definitions will apply:

"**Account**" means any account opened by or in the name of the Chargor with any bank, other financial institution or other person, including the bank accounts described in Schedule 6 (*Accounts*);

"**Administrator**" means any person appointed to be an administrator of the Chargor pursuant to paragraph 14 of schedule B1 Insolvency Act;

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

"**Business Day**" means any day (other than a Saturday, Sunday) on which clearing banks are open for business in London;

"**Certificate**" means each certificate in respect of the Notes issued by the Company in the form (or substantially in the form) set out in Schedule 1 of the Instrument;

"**Charged Assets**" means all property and assets from time to time the subject of any Security created by or pursuant to this Deed (and references to the Charged Assets shall include any part of them);

"**Collections Accounts**" has the meaning given to that term in Clause 11.4.4;

"**Companies Act**" means the Companies Act 2006;

"**Company**" means Praetura Asset Finance (Holdings) Limited, a company incorporated in England and Wales with company registration number 08763412 and with its registered office at Ewood House, Walker Park, Guide, Blackburn, BB1 2QE;

"**Debtor**" means any person who is liable (whether as principal debtor or as surety and whether actually or contingently) to discharge or pay a Receivable;

"**Deed of Priority**" means the deed of priority between, among others, the Noteholder, the Company, the Chargor and the Third Party Loan Noteholders dated 27 December 2018;

"**Default Interest**" means any interest accruing in accordance with Clause 3;

"Default Rate" means 11 per cent. per annum;

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

"Environmental Claim" means each of the following:

- (a) any claim, order, notice or other communication received by the Chargor alleging failure to comply with any Environmental Law or alleging liability under it; or
- (b) any indication that any charge is or may be imposed under any Environmental Law on the Charged Assets; or
- (c) any indication given to the Chargor that the Charged Assets are or may be listed in any register of contaminated land or similar register;

"Environmental Law" means all laws, directions and regulations and all codes of practice, circulars and guidance notes issued by any competent authority or agency (whether in the United Kingdom or elsewhere and whether or not having the force of law) concerning the protection of the environment or human health, including the conservation of natural resources, the production, storage, transportation, treatment, recycling or disposal of any waste or any noxious, offensive or dangerous substance or the liability of any person, whether civil or criminal, for any damage to or pollution of the environment or its rectification or any related matters;

"Environmental Permit" means any permit, licence, authorisation, consent or other approval required by any Environmental Law;

"Equipment" means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations, apparatus and other tangible moveable property for the time being owned by the Chargor, including any part of it and all spare parts, replacements, modifications and additions;

"Event of Default" has the meaning given to that term in the Instrument;

"Finance Documents" has the meaning given to that term in the Instrument;

"Finance Loans" has the meaning given to that term in the Instrument;

"Financial Collateral" shall have the meaning given to that expression in the Financial Collateral Regulations;

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

"Insolvency Act" means the Insolvency Act 1986;

"Instrument" means the instrument dated 27 December 2018 executed by the Company and under which the Notes are constituted and which includes the Conditions (as defined therein);

"Insurances" means, in relation to the Chargor, any policies of insurance in which it has an interest from time to time;

"Intellectual Property" means all intellectual property rights or equivalent, including:

- (a) patents, registered and unregistered trade and service marks, business names, domain names, copyright, rights in designs, rights in inventions, database rights and topography rights (whether or not registered);

- (b) applications for any or all of the rights in (a) above, together with the right to apply for registration of such rights;
- (c) know-how, trade secrets, confidential information, technical information, customer and supplier lists and any other proprietary knowledge and/or information of whatever nature and howsoever arising,

together with any rights or types of protection of the same or of a similar nature to those listed in (a), (b) or (c) which may subsist anywhere in the world and in each case for their full term (including any reversions or extensions) and/or effect,

including, without limitation, all of the intellectual property described in Schedule 4 (*Intellectual Property*);

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

"**Material Contracts**" means any contracts specified in Schedule 3 (*Material Contracts*);

"**Noteholders**" means the Original Noteholders and each other holder from time to time of Notes;

"**Notes**" means the £15,000,000 Fixed Rate Secured (Series A) Loan Notes 2023 issued by the Company;

"**Original Noteholders**" means the persons listed in Schedule 1 (*The Original Noteholders*);

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

"**Permitted Disposal**" has the meaning given to that term in the Instrument;

"**Permitted Security**" has the meaning given to that term in the Instrument;

"**Planning Acts**" means the Town and Country Planning Acts 1990 and the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and any regulations made pursuant to those acts;

"**Property**" means freehold, leasehold or other immoveable property and any buildings, erections, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property and easements or other rights servicing that property (including, but not limited to, the property described in Schedule 2 (*Property*));

"**Receivables**" means, in relation to the Chargor, each of the following:

- (a) all present and future book and other debts, rentals, royalties, fees, VAT and monetary claims due or owing to the Chargor and all other amounts recoverable or receivable by the Chargor from other persons or due or owing to the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever);
- (b) the benefit of all rights and remedies of any nature relating to any of the foregoing including claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Security, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights; and
- (c) all proceeds of any of the foregoing;

"Receiver" means any receiver, manager or receiver and manager appointed by the Security Trustee under this Deed;

"Related Rights" means in relation to any Securities, means all dividends, distributions and other income paid or payable on such Securities (as the case may be), together with (a) all shares or other property derived from such Securities (as the case may be) and (b) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to such Securities (whether by way of dividend, distribution, conversion, redemption, bonus, preference, warrant, option to acquire or subscribe or otherwise);

"Relevant Jurisdiction" means in relation to the Chargor:

- (a) its jurisdiction of incorporation or organisation;
- (b) any jurisdiction where any Charged Asset is situated; and
- (c) any jurisdiction where it conducts its business;

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or in any other capacity whatsoever) of any Obligor to the Secured Parties under the Finance Documents, including any obligations and liabilities of any Obligor to third parties assigned, novated or otherwise vested in any Secured Party together with (i) all interest (including Default Interest), fees, costs, charges and expenses which any Secured Party may charge or incur under the Finance Documents; (ii) all obligations and liabilities arising under or in connection with any refinancing, novation, refunding, deferral or extension of any obligations or liabilities under the Finance Documents; and (iii) any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings;

"Secured Parties" means the Security Trustee, the Arranger, each Noteholders and any Receiver or Delegate;

"Securities" means all present and future stocks, shares, loan capital, investments, debentures, bonds, warrants, coupons or other securities (whether or not marketable) held by the Chargor (at law or in equity) together with all Related Rights;

"Security" means a mortgage, charge, pledge, trust, assignment by way of security, lien, hypothecation or other encumbrance, arrangement or security interest securing any obligation of any person or any other agreement or arrangement having a similar effect or any title retention rights or set-off rights created by agreement;

"Security Document" has the meaning given to that expression in the Instrument;

"Security Financial Collateral Arrangement" has the meaning given to that expression in the Financial Collateral Regulations;

"Spot Rate of Exchange" means a market rate of exchange for the purchase of the relevant currency selected by the Security Trustee in the London market;

"Trust Deed" means the security trust deed dated 27 December 2018 and entered into between, amongst others, the Security Trustee, the Company, the Chargor and the Original Noteholders.

1.2 In this Deed, a reference to:

- 1.2.1 a clause or a schedule is, unless otherwise stated, a reference to a clause of, or a schedule to, this Deed;
- 1.2.2 a paragraph is, unless otherwise stated, a reference to a paragraph of a schedule;
- 1.2.3 a provision of law includes a reference to that provision as replaced, modified or re-enacted from time to time and any subordinate legislation made under that statutory provision from time to time, in each case whether before or after the date of this Deed;
- 1.2.4 a person includes any individual, firm, company, corporation, government, state or agency of state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- 1.2.5 a "Party", the "Chargor", the "Company", the "Security Trustee", any "Noteholder" or any "Secured Party" shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Trustee, any person for the time being appointed as Security Trustee or Security Trustees in accordance with the Finance Documents;
- 1.2.6 "**disposal**" includes any sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary and "dispose" will be construed accordingly;
- 1.2.7 "**assets**" includes present and future properties, revenues and rights of every description and includes the proceeds of sale of any such asset;
- 1.2.8 "**Property**", the "**Charged Assets**", and any other asset or assets or the "**Secured Liabilities**" includes a reference to any part of them or it;
- 1.2.9 a company shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.10 writing shall, subject to Clause 31, include any mode of reproducing words in a legible and non transitory form;
- 1.2.11 a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- 1.2.12 this Deed or any provision of this Deed or any other agreement, document or instrument is to this Deed, that provision or that agreement, document or instrument as amended, novated, supplemented, extended or restated;
- 1.2.13 "**this Security**" means any Security created or constituted by this Deed; and
- 1.2.14 a time of day is a reference to London time.
- 1.3 The schedules form part of this Deed and have the same effect as if expressly set out in the body of this Deed and shall be interpreted and construed as though they were set out in this Deed.
- 1.4 An Event of Default is "**continuing**" if it has not been remedied or waived.
- 1.5 It is intended that this document take effect as a deed notwithstanding the fact that (if executed by the Security Trustee) the Security Trustee executes this document under hand.
- 1.6 The contents table and headings in this Deed are for convenience only and do not affect the interpretation or construction of this Deed.

- 1.7 Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.8 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 1.9 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Instrument, the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated into this Deed.
- 1.10 "£" and "sterling" denotes lawful currency of the United Kingdom.
- 1.11 The fact that the details of any assets in the schedules are incorrect or incomplete shall not affect the validity or enforceability of this Deed in respect of the assets of the Chargor.

2. Covenant to Pay

The Chargor covenants with the Security Trustee that it will pay or discharge on demand the Secured Liabilities when they fall due.

3. Default Interest

- 3.1 Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date (or, in the case of costs, fees or expenses incurred, from the date they are so incurred) until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the Default Rate.
- 3.2 Default Interest will be calculated on the basis of the actual number of days elapsed and a year of 365 days and will be compounded at monthly intervals.

4. Fixed and Floating Charges and Assignment

4.1 Fixed charges

As a continuing security for the payment of the Secured Liabilities, the Chargor hereby, with full title guarantee, charges or mortgages (as applicable), and agrees to charge or mortgage (as applicable), in favour of the Security Trustee the following assets which are at any time owned by the Chargor or which it is from time to time interested:

- 4.1.1 by way of first legal mortgage all Property vested in it as at the date of this Deed;
- 4.1.2 by way of first fixed charge all interests (not being charged by Clause 4.1.1) in any Property;
- 4.1.3 (to the extent not effectively assigned under Clause 4.2 (*Assignment*)) by way of first fixed charge all proceeds of sale and/or rental income derived from any Property or any buildings, fixtures or fittings (including trade fixtures and fittings) at any time on or attached to any Property, the benefit of all covenants given in respect of any Property or any such buildings, fixtures or fittings and all licences to enter upon or use land and the benefit of all other agreements relating to land;
- 4.1.4 by way of first fixed charge all Equipment and all spare parts, replacements, modifications and additions for or to that Equipment and the benefit of all manuals, instructions, warranties, licences and maintenance agreements relating to it;
- 4.1.5 by way of first fixed charge all of its right, title and interest in any Securities;

- 4.1.6 (to the extent not effectively assigned under Clause 4.2 (*Assignment*)) by way of first fixed charge, all rights, title and interests of the Chargor in, and claims under, the Insurances and all proceeds of such Insurances held by, or written in favour of, the Chargor or in which it is otherwise interested;
- 4.1.7 by way of first fixed charge all its right, title, interest and benefit in and to:
- (a) the Collections Accounts, all monies standing to the credit of the Collections Accounts, all interest accrued on monies standing to the credit of the Collections Accounts and all rights of the Chargor to repayment of any of the foregoing; and
 - (b) the Accounts, all monies standing to the credit of the Accounts, all interest accrued on monies standing to the credit of the Accounts and all rights of the Chargor to repayment of any of the foregoing;
- 4.1.8 by way of first fixed charge all its right, title and interest in any Intellectual Property;
- 4.1.9 to the extent not effectively assigned pursuant to Clause 4.2.2 by way of first fixed charge:
- (a) all Material Contracts; and
 - (b) the benefit of any guarantee or security for the performance of any of such Material Contracts;
- 4.1.10 by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets;
- 4.1.11 to the extent not effectively assigned pursuant to Clause 4.2.4 by way of first fixed charge, all Receivables; and
- 4.1.12 by way of first fixed charge all the goodwill and uncalled capital of the Chargor.

4.2 Assignment

As a continuing security for the payment of the Secured Liabilities, the Chargor hereby, with full title guarantee, assigns and agrees to assign absolutely (subject to a proviso for reassignment on irrevocable and unconditional discharge in full of the Secured Liabilities) in favour of the Security Trustee all the rights, title, interest and benefit of the Chargor in and to:

- 4.2.1 the Insurances (together with all proceeds of such Insurances);
- 4.2.2 the Material Contracts;
- 4.2.3 the benefit of any guarantee or security for the performance of any of such Material Contracts; and
- 4.2.4 the Receivables.

4.3 Floating charge

As further continuing security for the payment of the Secured Liabilities, the Chargor hereby charges with full title guarantee in favour of the Security Trustee by way of first floating charge all its assets and undertaking whatsoever and wheresoever situated both present and future not effectively mortgaged, charged or assigned pursuant to the provisions of Clause 4.1 and Clause 4.2, including heritable property and all other property and assets in Scotland.

4.4 Moratorium under Insolvency Act

The Security Trustee shall not be entitled to convert any floating charge created by Clause 4.3 (*Floating charge*) into a fixed charge as a result only of the Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under section 1A of and schedule A1 to the Insolvency Act 1986.

4.5 Qualifying floating charge

Paragraph 14 of schedule B1 Insolvency Act 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).

5. Conversion of Floating Charge

5.1 Conversion of floating charge by notice

The Security Trustee may, by written notice to the Chargor, convert any floating charge created by this Deed into a fixed charge as regards all or any of the Chargor's assets specified in the notice if:

- 5.1.1 an Event of Default has occurred and is continuing;
- 5.1.2 the Security Trustee in its reasonable opinion considers those 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 or to be at risk of becoming subject to any Security (other than Permitted Security); or
- 5.1.3 the Security Trustee considers it is necessary in order to protect the value of the Charged Assets or the priority of this Security.

5.2 Automatic conversion of floating charge

Any floating charge created by the Chargor under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in relation to any of the Charged Assets subject to the floating charge created by Clause 4.3 (a "**Floating Charge Asset**"):

- 5.2.1 if, without the Security Trustee's prior written consent, the Chargor creates or attempts to create any Security (other than a Permitted Security) over all or any Floating Charge Asset;
- 5.2.2 if any person levies or attempts to levy any distress, execution, sequestration, attachment or other process against all or any Floating Charge Asset;
- 5.2.3 if the Security Trustee receives notice of an intention to appoint an administrator of the Chargor;
- 5.2.4 if any step is taken to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of the Chargor or over all or any of its assets, or if such person is appointed;
- 5.2.5 on the crystallisation of any other floating charge over the Security Assets;
- 5.2.6 in any other circumstances prescribed by law;
- 5.2.7 upon the enforcement of this Deed.

5.3 Reconversion of floating charge

Any floating charge which has crystallised under Clause 5.1 (*Conversion of floating charge by notice*) or Clause 5.2 (*Automatic conversion of floating charge*) may by notice in writing given at any time by the Security Trustee to the Chargor be reconverted into a floating charge under Clause 4.3 (*Floating charge*) in relation to the assets, rights and property specified in such notice.

5.4 No waiver

The giving by the Security Trustee of a notice pursuant to Clause 5.1 in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Security Trustee to serve similar notices in respect of any other class of assets or of any of the other rights of the Security Trustee.

6. Deferral of Rights

6.1 The Chargor warrants to the Security Trustee that it has not taken or received, and agrees not to take, exercise or receive the benefit of any Security or other right or benefit (whether by set-off, counterclaim, subrogation, indemnity, claim in insolvency, proof in liquidation or otherwise and whether from contribution or otherwise, all together Rights) from or against the Chargor, its liquidator, an administrator, any surety or any other person in respect of any liability of or payment by it under this Deed or otherwise in connection with this Deed or the Secured Liabilities.

6.2 The Chargor declares that if any Rights are taken, exercised or received by it, such Rights and all monies at any time received or held in respect of such Rights shall be held by it on trust for the Security Trustee (on behalf of the Secured Parties) for application in or towards the discharge of the Secured Liabilities.

6.3 The Chargor agrees that all other Rights and all monies from time to time held on trust by it for the Security Trustee (on behalf of the Secured Parties) under or pursuant to Clause 6.2 shall be transferred, assigned or, as the case may be, paid to the Security Trustee, promptly following the Security Trustee's demand.

6.4 This Clause 6 shall apply regardless of whether or not the Chargor has performed its obligations under this Deed.

7. Negative Pledge

The Chargor covenants with the Security Trustee that, during the continuance of the security created by this Deed, it shall not without the prior written consent of the Security Trustee:

7.1 create, purport to create or permit to subsist any Security (other than a Permitted Security) upon any of the Charged Assets; or

7.2 sell, transfer, lease, licence, lend, part possession with, grant any interest in, 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 the Charged Assets save for a Permitted Disposal.

8. Representations and Warranties

8.1 The Chargor represents and warrants to the Security Trustee that:

8.1.1 Status

(a) it is a limited company duly organised, validly existing and registered under the relevant laws of its jurisdiction of incorporation;

- (b) it has the power and all necessary governmental and other consents, approvals, licences and authorities to own its assets and carry on its business as it is being conducted;

8.1.2 Authority

it is empowered to enter into and perform its obligations contained in this Deed and has taken all necessary action to authorise the execution, delivery and performance of this Deed, to create the security to be constituted by this Deed and to observe and perform its obligations under this Deed;

8.1.3 Authorisations

all Authorisations required:

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

8.1.4 Binding obligations

the obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations;

8.1.5 Non-conflict with other obligations

the entry into and performance by it of, and the transactions contemplated by, this Deed and the granting of this Deed and security constituted by this Deed do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument;

8.1.6 Property

Schedule 2 (*Property*) identifies all freehold and leasehold properties beneficially owned by the Chargor as at the date of this Deed;

8.1.7 Securities

it is the legal and beneficial owner of the Securities listed against its name in Schedule 5 (*Securities*);

8.1.8 Intellectual Property

as at the date of this Deed, Schedule 4 (*Intellectual Property*) identifies all of the Intellectual Property in which it has any interest that it considers (acting reasonably) is required to conduct its business or any part of it.

8.1.9 Material Contracts

- (a) as at the date of this Deed, Schedule 3 (*Material Contracts*) identifies all contracts in which the Chargor has an interest that it considers (acting reasonably) are required to conduct its business or any material part of it;
- (b) each Material Contract has been duly executed and delivered by the parties to it, is in full force and effect and enforceable in accordance with its terms except to the extent its enforceability may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium or similar laws generally affecting the rights of creditors and by equitable principles;
- (c) there is no prohibition on assignment in any Material Contract and the entry into and performance by it of this Deed does not conflict with any term of any Material Contract.

8.1.10 Accounts

as at the date of this Deed, Schedule 6 (*Accounts*) identifies all bank accounts in which each Chargor has an interest;

8.1.11 Receivables

each of the Receivables is, or will be when it comes into existence, assignable at any time by the Chargor to the Security Trustee without the consent of any third party;

8.1.12 Pari Passu ranking

its payment obligations under the Finance Documents rank at least pari passu with the claims of all its unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally;

8.1.13 Security Assets

- (a) it is the sole legal and beneficial owner of, and absolutely entitled to, the assets it purports to mortgage, charge or assign under this Deed (save, where relevant, in respect of the legal ownership of any of its Investments registered in the name of its nominee or custodian or in the name of the Security Trustee (or its nominee) pursuant to this Deed);
- (b) such assets are free from any Security (except as created by this Deed in favour of the Security Trustee or as permitted by the Finance Documents) and it has not granted any option or other right in favour of a third party or otherwise encumbered any such assets;

8.1.14 Jurisdiction/ governing law

- (a) its:
 - (i) irrevocable submission under this Deed to the jurisdiction of the courts of England;
 - (ii) agreement that this Deed is governed by English law; and
 - (iii) agreement not to claim any immunity to which it or its assets may be entitled,
 are legal, valid and binding under the laws of its relevant jurisdiction;
- (b) any judgement obtained in England will be recognised and be enforceable by the courts of its Relevant Jurisdiction;

8.1.15 Immunity

- (a) the entry into by it of this Deed constitutes, and the exercise by it of its rights and performance of its obligations under this Deed will constitute private and commercial acts performed for private and commercial purposes;
- (b) it will not be entitled to claim immunity from suit, execution, attachment or other legal process in any proceedings taken in its jurisdiction of incorporation in relation to this Deed;

8.1.16 Centre of main interests and establishments

For the purposes of Council Regulation (EC) No. 1346/2000 on Insolvency Proceedings, its centre of main interest is situated in England and Wales and it has no "establishment" (as that term is used in Article 2(h) of that Regulation) in any other jurisdiction;

8.1.17 Environmental matters

- (a) it has complied with all Environmental Laws and Environmental Permits applicable to the Charged Assets and its business;
- (b) there has been no discharge, spillage, release or emission of any prescribed, dangerous, noxious or offensive substance or any controlled waste on, into or from any Charged Asset or any adjoining premises and no such substances or any controlled waste have been stored or disposed of on any Charged Asset or, so far as the Chargor is aware, in any adjoining premises except in accordance with the requirements of the applicable Environmental Laws; and
- (c) it is not in breach of and has not incurred or become subject to any civil or criminal liability under any Environmental Laws or the terms of any Environmental Permit and it has not done anything or omitted to do anything which could result in any liability being imposed on the Security Trustee under any Environmental Law.

8.2 Matters represented

- 8.2.1 Each of the representations and warranties in Clause 8.1 will be correct and complied with in all respects at all times during the continuance of the security constituted by this Deed.
- 8.2.2 The representations and warranties are given as at the date of this Deed and shall be deemed to be repeated on each Interest Accrual Date (as that term is defined in the Instrument), with reference to facts and circumstances in existence at that time.

9. General Covenants of the Chargor

The Chargor hereby covenants with the Security Trustee that it will:

9.1 Maintenance and use

keep all buildings and erections forming part of the Charged Assets in a good state of repair and keep all Equipment, fixtures, fittings, drains, pipes, sanitary, water and other effects and services to or forming part of the Charged Assets in good working order and condition and ensure that the same is properly serviced in accordance with any relevant warranties or manuals;

9.2 Outgoings

duly and punctually pay all rates, rents, taxes, charges and other outgoings due by it in respect of the Charged Assets;

9.3 Inspection

9.3.1 permit the Security Trustee or its designated representatives to have, on reasonable notice, access during normal office hours to its accounts and accounting records and to any books and records relating to the Charged Assets, to inspect and take extracts from and make photocopies of the same and the Chargor shall provide, at its cost and expense, such clerical and other assistance as the Security Trustee may reasonably request;

9.3.2 permit the Security Trustee or its designated representatives to have, on reasonable notice, access during normal office hours to any property or Equipment forming part of the Charged Assets to view, inspect, examine and photograph it and all records maintained in connection with it;

9.4 Comply with statutes

in relation to the Charged Assets, comply with all obligations under any present or future statute, regulation, order and instrument or under any by-laws, regulations or requirements of any competent authority or other approvals, licences or consents and, if requested by the Security Trustee, produce to the Security Trustee, within 14 days of receipt of the same, every material notice, order or proposal given or made in relation to the Charged Assets by any competent authority and either comply with the same or make such objections and representations against the same as the Security Trustee may require or approve;

9.5 Comply with covenants

observe and perform all covenants and stipulations from time to time affecting any part of the Charged Assets, or the manner of use or the enjoyment of the same and shall not, except with the prior written consent of the Security Trustee, enter into any onerous or restrictive obligations affecting any part of the Charged Assets;

9.6 Conduct of business

carry on its trade and business on those parts (if any) of the Charged Assets as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in such trade or business and shall keep proper accounting records and make all proper entries in relation to its affairs;

9.7 Material Contracts

9.7.1 notify the Security Trustee of any material breach of a Material Contract by it or a counterparty and observe and perform all its obligations under each Material Contract and enforce the obligations of each counterparty to a Material Contract;

9.7.2 not without the prior written consent of the Security Trustee:

(a) amend or waive (or agree to amend or waive) any provision of, or rescind or terminate, any Material Contract; or

(b) do anything which might jeopardise the enforceability of any Material Contract;

9.7.3 supply to the Security Trustee on request copies of each Material Contract and any other information and documentation relating to any Material Contract;

9.7.4 ensure that no Material Contract which it enters into after the date of this Deed shall contain restrictions which would cause it to be excluded from the charges or assignments contained in Clause 4 (*Fixed and Floating Charges and Assignment*).

9.7.5

- (a) on the date on which a Material Contract (other than a Finance Loan) is signed, or as otherwise requested by the Security Trustee serve notice of assignment, substantially in the form of Schedule 10 (*Notice to Counterparty*) on each counterparty to the Material Contract (other than a Finance Loan); and
- (b) use reasonable endeavours to procure that such counterparty delivers to the Security Trustee a duly completed acknowledgement of such notice;

9.7.6

- (a) on the date on which a Finance Loan is signed (and an Event of Default is continuing), or as otherwise requested by the Security Trustee (following an Event of Default which is continuing) serve notice of assignment, substantially in the form of Schedule 10 (*Notice to Counterparty*) on each counterparty to the Material Contract (other than a Finance Loan); and
- (b) use reasonable endeavours to procure that such counterparty delivers to the Security Trustee a duly completed acknowledgement of such notice;

9.8 Deposit of documents and Securities transfers

9.8.1 unless the Security Trustee otherwise confirms in writing, promptly on receipt of the same, deposit with the Security Trustee all certificates, deeds and documents of title relating to or representing the Securities or any Property, together with duly executed transfers or assignments in respect of the Securities with the name of the transferee and consideration left blank;

9.8.2 the Security Trustee may following the occurrence of an Event of Default which is continuing, complete the instruments of transfer in respect of the Securities and register the Securities either in its own name or in the name of any nominee or any transferee selected by it or any Receiver;

9.8.3 the Chargor shall promptly deliver to the Security Trustee all deeds and other documents of title relating to its Intellectual Property (including any licences relating to, and any applications to register, any such Intellectual Property) and such other documents of title relating to Charged Assets as the Security Trustee may from time to time require;

9.8.4 the Security Trustee is entitled to hold and retain all such deeds, certificates and documents until the irrevocable and unconditional discharge in full of the Secured Liabilities or, if earlier, until the Security Asset to which such deeds, certificates or documents of title relate is released from this Security in accordance with the Finance Documents;

9.9 Intellectual Property

9.9.1 notify the Security Trustee if it creates, acquires, or enters into any agreement to acquire any interest in Intellectual Property which is of material value to its business;

9.10 Property acquisitions

9.10.1 notify the Security Trustee promptly upon the acquisition by it of any freehold or leasehold property (or, if in Scotland, heritable property); and

9.10.2 on demand made to it by the Security Trustee, execute and deliver to the Security Trustee any legal mortgage (or, in the case of property situated in Scotland, standard security) in favour of the Security Trustee of any freehold or leasehold property (or, if in Scotland, heritable property) which becomes vested in it after the date of this Deed and all fixtures and fittings thereon to secure the payment or discharge of the Secured Liabilities, such legal mortgage or standard security to be in such form as the Security Trustee may reasonably require. Any security document required to be executed by the Chargor pursuant to this Clause will be prepared at the cost of the Chargor;

9.11 The Land Registry

in respect of any freehold or leasehold land specified in Schedule 2 (*Property*) or which it may hereafter acquire and which is registered land (or unregistered land subject to compulsory first registration), apply to the Chief Land Registrar for the registration of a Restriction against the registered titles in the following terms:

"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 [•] in favour of RM Capital Markets Limited referred to in the charges register."

10. Insurance

10.1 The Chargor hereby covenants with the Security Trustee that it will ensure that at all times Insurances are maintained in full force and effect, which:

10.1.1 insure the Chargor's interests in the Charged Assets, (including each Property and the plant and machinery on each Property and also including fixtures and improvements) for their full replacement value (being the total cost of entirely rebuilding, reinstating or replacing the relevant asset if it is completely destroyed, together with all related fees and demolition costs) against such risks as a prudent company (or, as the case may be, limited liability partnership) in the same business as the Chargor would insure;

10.1.2 include property owners' public liability and third party liability insurance; and

10.1.3 in each case are in an amount, and in form, and with an insurance company or underwriters, acceptable at all times to the Security Trustee.

10.2 The Chargor must procure that the Security Trustee (as agent and trustee for the Secured Parties) is named as first loss payee under each of the Insurances (other than public liability and third party liability insurances) but without liability on the part of the Security Trustee or any other Secured Party for any premium in relation to those Insurances.

10.3 The Chargor must use all reasonable endeavours to ensure that the Security Trustee receives copies of the Insurances, receipts for the payment of premiums for insurance and any information in connection with the insurances and claims under them which the Security Trustee may reasonably require.

10.4 The Chargor must:

10.4.1 comply with the terms of the Insurances and not do or permit anything to be done which may make void or voidable any of the Insurances;

10.4.2 comply with all reasonable risk improvement requirements of its insurers.

- 10.4.3 ensure that each premium for the Insurances is paid promptly and in any event prior to the commencement of the period of insurance for which that premium is payable;
- 10.4.4 ensure that all other things necessary are done so as to keep each of the Insurances in force; and
- 10.4.5 ensure that a copy of each policy in respect of each Insurance is supplied to the Security Trustee promptly on request, together with the current premium receipts relating to it.
- 10.5 If the Chargor fails to comply with any term of this Clause, the Security Trustee may, at the expense of the Chargor effect any insurance and generally do such things and take such other action as the Security Trustee may reasonably consider necessary or desirable to prevent or remedy any breach of this Clause.
- 10.6 Except as provided below and subject to the terms and conditions of the Deed of Priority, the proceeds of any Insurances (other than public liability and third party liability insurances) must, if the Security Trustee so requires, be applied in reduction of the Secured Liabilities in such order as the Security Trustee sees fit.
- 10.7 Insurance proceeds in respect of public liability and third party liability Insurances should be applied in accordance with the purpose for which they are paid.
- 10.8 The Chargor shall, in relation to any Policy of Insurance (other than public liability and third party liability insurances), no later than five Business Days after the date of entry into of such policy of Insurance (other than public liability and third party liability insurances) give notice of assignment to each insurer in the form set out in Schedule 9 (*Notice of Insurance Assignment*) or such other form as the Security Trustee may approve and shall use all its reasonable endeavours to procure the prompt delivery to the Security Trustee of a duly completed acknowledgement of such notice.

11. Receivables

- 11.1 The Security Trustee hereby appoints the Chargor as an agent of the Security Trustee for the purposes of:
 - 11.1.1 administering and collecting all of the Chargor's Receivables; and
 - 11.1.2 at the Chargor's own expense, taking such enforcement action and legal or other proceedings as may be necessary or as the Security Trustee may require for collection of Receivables, in each case for the benefit of the Security Trustee and other Secured Parties and in accordance with any directions given by the Security Trustee from time to time and the Chargor hereby accepts such appointment.
- 11.2 The Security Trustee may terminate any agency appointment under Clause 11.4 at any time.
- 11.3 For as long as the agency in Clause 11.1 continues, the Chargor will not hold itself out to third parties as agent of the Security Trustee or any other Secured Party other than for the purposes for which it has been appointed.
- 11.4 The Chargor hereby covenants and undertakes:
 - 11.4.1 without prejudice to Clause 7 but in addition to the restrictions in that Clause, not, without the prior written consent of the Security Trustee, to exercise (or allow any other person to exercise) set-off against any Receivables nor to sell, assign, charge, factor or discount or in any other manner deal with any of the Receivables;

- 11.4.2 to collect all Receivables in the ordinary course of trading as agent for the Security Trustee in accordance with any directions given by the Security Trustee from time to time;
- 11.4.3 not to extend the due date for payment of any Receivable nor to waive any right of recovery or do or omit to do anything which may delay or prejudice recovery of any Receivable;
- 11.4.4 if requested by the Security Trustee, to open such bank accounts (including separate designated accounts, blocked accounts or trust accounts) in the name of the Chargor with such mandates as the Security Trustee may specify (such account(s) together with all additions to or renewals or replacements of such accounts (in whatever currency) being the Collections Accounts) and to procure that all monies which it may receive in respect of its Receivables are paid into such Collections Accounts as the Security Trustee may specify from time to time and pending such payment, to hold all such monies so received upon trust for the Security Trustee and only deal with the monies in any Collections Account in accordance with the written directions of the Security Trustee from time to time (subject only to such rights as the bank at which the account is held may have);
- 11.4.5 on the date on which a Collection Account is opened or on such later date as the Security Trustee may request, deliver to the bank with which the relevant Collections Account is maintained a notice to that bank and procure that that bank has signed and delivered to the Security Trustee a letter of acknowledgement of such notice in each case in the form set out in Schedule 7 (*Notice to Account Bank – Collection Account*);
- 11.4.6 on the date on which an Account is opened or on such later date as the Security Trustee may request, deliver to the bank with which each Account (other than a Collections Account) is maintained a notice to that bank and use reasonable endeavours to ensure that that bank has signed and delivered to the Security Trustee a letter of acknowledgement of such notice in each case in the form set out in Schedule 8 (*Notice to Account Bank – Other Accounts*);
- 11.4.7 upon crystallisation of the floating charge granted in accordance with Clause 4.3 not pay or otherwise deal with the monies in any of its bank accounts except in accordance with any written directions the Security Trustee may give from time to time (subject to any rights which the bank at which the account is held, may have);
- 11.4.8 to deliver direct to the Security Trustee originals or certified true copies, as the Security Trustee may from time to time reasonably direct, of all documents and underlying contracts evidencing or relating to the Receivables immediately upon any of the Receivables becoming subject to this Deed together;
- 11.4.9 not to take or omit to take any action the taking or omission of which would or might impair the interests of the Security Trustee in the Receivables or the other Charged Assets or which might delay or prejudice the full recovery of the Receivables or the other Charged Assets; and
- 11.4.10 to deliver to the Security Trustee such information as to the amount and nature of its Receivables as the Security Trustee may from time to time reasonably require, taking into account the requirements of the Finance Documents.
- 11.5 Following the occurrence of an Event of Default which is continuing, the Chargor irrevocably authorises the Security Trustee to complete and serve any demands, notices and certificates as it may in its discretion deem appropriate including, but not limited to, notices of assignment in respect of any Receivables in the form set out in Schedule 11 (*Notice of Assignment of Receivables*). The Chargor shall use all reasonable endeavours to ensure that the recipient of each such notice of assignment delivers to the Security Trustee an acknowledgement in the form set out in Schedule 11 (*Notice of Assignment of Receivables*).

- 11.6 The Chargor may not withdraw (or direct any transfer of) all or any part of the monies in the Collections Accounts for its general working capital purposes until notified otherwise by the Security Trustee. Immediately on receipt of such notification and thereafter, the Chargor will not attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in the Collections Accounts without the prior written consent of the Security Trustee and the Security Trustee shall be entitled in its absolute discretion to refuse to permit any such withdrawal or transfer. If there shall from time to time be any credit balance on any other account of the Chargor with the Security Trustee into which any proceeds of Receivables are paid or transferred, the Security Trustee shall be entitled in its absolute discretion to refuse to permit such credit balance to be utilised or withdrawn by the Chargor (whether in whole or in part) for so long as any of the Secured Liabilities are outstanding.
- 11.7 If the Security Trustee releases, waives or postpones its rights in respect of any of Receivable to enable the Chargor to factor or discount such Receivable to any third party (a '**factor**'), this Security shall in all other respects remain in full force and effect. In particular, all amounts becoming due to the Chargor from the factor and all Receivables re-assigned, or due to be re-assigned, to the Chargor shall be subject to this Security, subject only to any defences or rights of set-off which the factor may have against the Chargor.

12. Intellectual Property

The Chargor appoints the Security Trustee as its agent to apply for the Secured Parties' interest in the Chargor's Intellectual property to be recorded on any of the following registers, in the Security Trustees' discretion:

- 12.1 the relevant Intellectual Property register of the UK Intellectual Property Office;
- 12.2 the relevant Intellectual property register of the EU Office of Harmonization for the Internal Market; and
- 12.3 all other national regional and international Intellectual property registers.

13. Securities

- 13.1 Until the security constituted by this Deed becomes enforceable:
- 13.1.1 the Chargor will be entitled to receive and/or retain any dividends, distributions and other monies paid on or derived from the Securities; and
- 13.1.2 the Chargor will be entitled to exercise all voting and/or other rights and powers attaching to the Securities, provided that it will not exercise any such voting rights or powers in a manner prejudicial to the interests of the Security Trustee under this Deed including to have the effect of changing the terms of the Securities (or any class of them).
- 13.2 At any time after the security constituted by this Deed becomes enforceable the provisions of Clause 17.2 shall apply.
- 13.3 The Security Trustee will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Securities are duly and promptly paid or received by it or its nominee or to verify that the correct amounts are paid or received or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Securities.

- 13.4 It is expressly agreed that, notwithstanding anything to the contrary contained in this Deed, the Chargor shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of the Securities.

14. Right of Appropriation

- 14.1 To the extent that:

- 14.1.1 any of the Charged Assets constitute Financial Collateral; and

- 14.1.2 this Deed and the obligations of the Chargor under this Deed constitute a Security Financial Collateral Arrangement,

the Security Trustee shall have the right, subject to the terms and conditions of the Deed of Priority, at any time after the security constituted by this Deed has become enforceable, to appropriate all or any of those Charged Assets in or towards the payment or discharge of the Secured Liabilities in such order as the Security Trustee may, in its absolute discretion, determine.

- 14.2 The value of any Charged Assets appropriated in accordance with Clause 14 shall be the price of that Charged Asset at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Security Trustee may select (including independent valuation) or, in the case of cash, shall be the amount of cash appropriated.

- 14.3 The Chargor agrees that any Charged Assets that are Financial Collateral may, at the Security Trustee's option, be held or designated so as to be under the control of the Security Trustee for all purposes of the Financial Collateral Regulations.

- 14.4 The Chargor agrees that the methods of valuation provided for in Clause 14.2 are commercially reasonable for the purposes of the Financial Collateral Regulations.

15. Enforcement of Security

- 15.1 The security constituted by this Deed shall become immediately enforceable upon the occurrence of an Event of Default which is continuing and/or if the Chargor requests the Security Trustee to exercise any of its powers under this Deed and the Security Trustee may, in its absolute discretion, enforce all or any part of the security constituted by this Deed in such manner as it sees fit.

- 15.2 The power of sale and other powers conferred by section 101 LPA (as varied or extended by this Deed) shall arise on and be exercisable without further notice at any time after the execution of this Deed, but the Security Trustee shall not exercise such power of sale or other powers until the security constituted by this Deed has become enforceable under Clause 15.1. Sections 93 and 103 LPA do not apply to the security constituted by this Deed.

16. Redemption of Prior Security

At any time after the security created under this Deed has become enforceable, the Security Trustee may, at the sole cost of the Chargor (payable to the Security Trustee on demand) redeem any prior Security over any Charged Asset and/or procure the transfer of that Security to itself and/or settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed shall be conclusive and binding on the Chargor. All money paid by the Security Trustee to such prior mortgagee, chargee or encumbrancer in accordance with such accounts shall form part of the Secured Liabilities.

17. Appointment and Powers of Receiver and Administrator

- 17.1 At any time after the security constituted by this Deed becomes enforceable, or if so requested by the Chargor by written notice at any time, the Security Trustee (or any Delegate on its behalf) may:
- 17.1.1 without further notice appoint any person (or persons) to be a Receiver of all or any part of the Charged Assets and/or of the income from any Charged Asset; and/or
 - 17.1.2 without further notice appoint any person (or persons) to be an Administrator in respect of the Security Trustee. Such appointment shall take effect, in accordance with paragraph 19 of schedule B1 Insolvency Act 1986, when the requirements of paragraph 18 of that schedule B1 are satisfied;
 - 17.1.3 exercise in respect of all or any of the Charged Assets all or any of the powers and remedies given to mortgagees by the LPA, including the power to take possession of, receive the benefit of, or sell any of the Charged Assets;
- 17.2 At any time after the security constituted by this Deed becomes enforceable the Security Trustee (or its nominee) may (without consent or authority from the Chargor):
- 17.2.1 exercise in the name of the Chargor any voting rights attached to the Securities and any other powers or rights exercisable by the registered holder or bearer of the Securities; and
 - 17.2.2 ensure that all dividends, distributions, interest and other monies declared, payable, paid or made in respect of the Securities received by or on behalf of the Chargor shall be held on trust for the Security Trustee (or its nominee) and promptly paid into an account designated by the Security Trustee or, if received by the Security Trustee (or its nominee) or any Delegate, may be applied by the Security Trustee as though they were the proceeds of sale.
- 17.3 The Security Trustee may, subject to any necessary approval from the court, end the appointment of an Administrator and appoint a replacement for any Administrator whose appointment ends for any reason.
- 17.4 The Security Trustee may remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated for whatever reason.
- 17.5 If at any time and by virtue of any such appointment there is more than one Receiver of all or any part of the Charged Assets and/or the income from such Charged Assets, such persons shall have power to act individually (unless the contrary shall be stated in the deed(s) or other instrument(s) appointing them).
- 17.6 If the Security Trustee enforces this Deed itself pursuant to Clause 17.1.3 it will have the same powers as a Receiver in respect of those Charged Assets which are the subject of the enforcement.
- 17.7 An Administrator shall have all the powers given to him under the Insolvency Act.
- 17.8 Any Receiver shall (in addition to the powers conferred by the LPA and (notwithstanding that he is not an administrative receiver) schedule 1 to the Insolvency Act but without any of the restrictions imposed upon the exercise of those powers by such statutes) have the following powers:

- 17.8.1 the same powers to do, or to omit to do, in the name of and on behalf of the Chargor, anything which the Chargor itself could have done or omitted to do with such Charged Assets were they not the subject of this Deed and the Chargor were not in insolvency proceedings;
- 17.8.2 to take possession of, collect and get in all or any part of the Charged Assets and/or income in respect of which he was appointed;
- 17.8.3 to manage the Charged Assets and the business of the Chargor;
- 17.8.4 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- 17.8.5 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 the Chargor is concerned or interested prior to his appointment, being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land;
- 17.8.6 to sell or concur in selling, leasing or otherwise disposing of all or any part of the Charged Assets in respect of which he was appointed without the need to observe any restriction imposed by section 103 or 109 LPA;
- 17.8.7 to carry out any sale, lease or other disposal of all or any part of the Charged Assets by conveying, transferring, assigning or leasing the same in the name of the Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, the Chargor;
- 17.8.8 to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Trustee shall think fit and without the need to comply with any of the provisions of sections 99 and 100 LPA;
- 17.8.9 to take any such proceedings, in the name of the Chargor or otherwise, as he shall think fit in respect of the Charged 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;
- 17.8.10 to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- 17.8.11 to insure, and renew any insurances in respect of, the Charged Assets as he shall think fit, or as the Security Trustee shall direct;
- 17.8.12 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;
- 17.8.13 to operate any rent review Clause in respect of any property in respect of which he was appointed or any part of such property and to apply for any new or extended lease; and
- 17.8.14 to do all such other things as may seem to him to be incidental or conducive to any other power vested in him in the realisation of the security constituted by this Deed.
- 17.9 In making any sale or other disposal in the exercise of their respective powers, the Receiver or the Security Trustee or any Delegate may accept, as and by way of consideration for such sale or other disposal, cash, shares, loan capital or other obligations, including consideration fluctuating according to or dependent upon profit or turnover and consideration the amount of which is to be

determined by a third party. Any such consideration may be receivable in a lump sum or by instalments and upon receipt by the Receiver, Security Trustee or Delegate, shall be and become charged with the payment of the Secured Liabilities. Any contract for any such sale or other disposal by the Receiver or the Security Trustee or any Delegate may contain conditions excluding or restricting the personal liability of the Receiver and the Security Trustee and any Delegate.

- 17.10 Any Receiver appointed under this Deed shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts and defaults and for his remuneration.
- 17.11 Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Security Trustee (or failing such agreement to be fixed by the Security Trustee) without the restrictions contained in section 109 LPA.
- 17.12 Only monies actually paid by a Receiver to the Security Trustee in satisfaction or discharge of the Secured Liabilities shall be capable of being applied by the Security Trustee in satisfaction of the Secured Liabilities.
- 17.13 Neither the Security Trustee nor any Receiver or Delegate shall be liable in respect of all or any part of the Charged Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless such loss or damage is caused by its or his gross negligence or wilful misconduct.
- 17.14 Neither the Security Trustee nor any Receiver or Delegate is obliged to take any particular action to collect the Receivables and neither shall be liable to the Chargor for the manner in which it collects or fails to collect any Receivable.
- 17.15 Without prejudice to the generality of Clause 17.13, entry into possession of the Charged Assets shall not render the Security Trustee or the Receiver or any Delegate liable to account as mortgagee in possession and if and whenever the Security Trustee or any Receiver or Delegate enters into possession of the Charged Assets, it shall be entitled, any time at its discretion, to go out of such possession.
- 17.16 All or any of the powers which are conferred by this Deed on a Receiver may be exercised by the Security Trustee or any Delegate without first appointing a Receiver or notwithstanding the appointment of any Receiver.
- 17.17 Except to the extent provided by law, none of the powers described in this Clause 17 will be affected by an insolvency event in relation to the Chargor.

18. Application of Proceeds

- 18.1 All monies received by the Security Trustee or any Receiver or Delegate appointed under this Deed shall (subject to the rights and claims of any person having Security ranking in priority to the Security constituted by this Deed) be applied in accordance with the terms of the Trust Deed.
- 18.2 The provisions of Clause 18.1 shall take effect as and by way of variation and extension to the provisions of section 109 LPA, which provisions as so varied and extended shall be deemed incorporated in this Deed.

19. Protection of Third Parties

No purchaser from or other person dealing with the Security Trustee or with any Receiver or Delegate shall be obliged or concerned to enquire whether the right of the Security Trustee to appoint a Receiver or Delegate or the right of the Security Trustee or any Receiver or Delegate to

exercise any of the powers conferred by this Deed in relation to the Charged Assets or any part of the Charged Assets have arisen or become exercisable by the Security Trustee or by any such Receiver or Delegate, nor be concerned with notice to the contrary, nor with the propriety of the exercise or purported exercise of any such powers and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.

20. Clawback

- 20.1 Any release, discharge or settlement between the Chargor and the Security Trustee shall be deemed conditional upon no payment or security received by the Security Trustee or any other Secured Party in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration or receivership and, notwithstanding any such release, discharge or settlement the Security Trustee shall be entitled to recover the value or amount of such Security or payment from the Chargor as if such release, discharge or settlement had not occurred.
- 20.2 If any claim of the kind referred to in Clause 20.1 is made against the Security Trustee under insolvency laws, the Security Trustee may agree the claim or settle it on any terms it chooses without asking for the Chargor's agreement. If the Security Trustee does agree or settle the claim, the Chargor will be liable under this Deed as if a court order had been made containing the terms the Security Trustee has agreed. The Chargor will be responsible for all costs and expenses the Security Trustee properly incurs defending such a claim.

21. Waiver of Rights

- 21.1 The obligations of the Chargor under this Deed will not be affected by:
- 21.1.1 any time, waiver or consent granted to, or composition with the Chargor or any other person;
 - 21.1.2 any incapacity or lack of power, authority or legal personality of or change in the members or status of the Chargor or any other person or any defective or excessive exercise of the Chargor's powers or authority;
 - 21.1.3 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) termination or replacement of the Secured Liabilities or any document, guarantee or Security related to the Secured Liabilities including any change in the purpose of, any extension of or increase in any facility or the addition of any new facility or other document, guarantee or Security;
 - 21.1.4 any unenforceability, illegality, invalidity, irregularity or frustration of any obligation (actual or purported) of any person under this Deed or any other document, guarantee or Security held in connection with the Secured Liabilities;
 - 21.1.5 any insolvency, bankruptcy, liquidation, administration, winding-up, dissolution, limitation, disability, the discharge by operation of law or any similar proceedings in respect of the Chargor or any other person; or
 - 21.1.6 any other act, omission or circumstance which but for this provision, might operate to exonerate or discharge the Chargor or otherwise reduce or extinguish its liability under this Deed.
- 21.2 Without prejudice to the generality of Clause 21.1, the Chargor expressly confirms that it intends that the Security contained in this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any loan or amount made available under any of the Finance Documents for any purposes, and any fees, costs and/or expenses associated with any of the foregoing.

22. Continuing Security and Security Trustee's Protections

- 22.1 This Deed shall remain in full force and effect as a continuing security until the Security Trustee shall have certified in writing that the Secured Liabilities have been discharged in full.
- 22.2 The Security Trustee may make one or more demands under this Deed.
- 22.3 This Deed may be enforced without any Secured Party first having:
 - 22.3.1 recourse to any other right, remedy, guarantee or Security held or available to it;
 - 22.3.2 to take action or obtain judgment in any court against the Chargor or any other person;
 - 22.3.3 to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Chargor or any other person; or
 - 22.3.4 to make demand, enforce or seek to enforce any claim, right or remedy against the Chargor or any other person.

23. Further Assurance and Power of Attorney

- 23.1 Further assurance
 - 23.1.1 The Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s)):
 - (a) to perfect the Security created or intended to be created under or evidenced by this Deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this Deed) or for the exercise of any rights, powers and remedies of the Security Trustee or any other Secured Party provided by or pursuant to the Finance Documents or by law;
 - (b) to confer on the Security Trustee or any other Secured Party Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or
 - (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of this Deed.
 - 23.1.2 The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Trustee or the Secured Parties by or pursuant to the Finance Documents.
 - 23.1.3 Any security document required to be executed by the Chargor pursuant to this Clause 23.1 will be prepared at the cost of the Chargor.
 - 23.1.4 The Chargor, as registered proprietor, hereby appoints the Security Trustee as its agent to apply for the particulars of this Deed and of the interest of the Security Trustee in the Intellectual Property and any other or future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of the Chargor to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994 and the Chargor hereby agrees to

execute all documents and forms required to enable such particulars to be entered on the Register of Trade Marks.

23.2 Power of attorney

23.2.1 The Chargor by way of security irrevocably appoints the Security Trustee and any Receiver or Delegate (in writing under hand signed by an officer of the Security Trustee or any Receiver or Delegate) severally to be its agents and attorneys in its name and on its behalf to:

- (a) do all things which the Chargor may be required to do under this Deed;
- (b) sign, execute (using the company seal where appropriate), deliver and otherwise perfect any Security required to be signed or executed pursuant to the terms of this Deed; and
- (c) sign, execute (using the company seal where appropriate), deliver and complete any deeds, instruments or other documents and to do all acts and things which may be required by the Security Trustee or any Receiver or Delegate in the exercise of any of their powers under this deed, or to perfect or vest in the Security Trustee, any Receiver or Delegate its nominees or any purchaser, title to any Charged Assets or which they may deem expedient in connection with the getting in, disposal, or realisation of any Charged Assets.

23.2.2 Each agent and attorney may appoint a substitute or delegate his authority. The Chargor ratifies and confirms (and agrees to ratify and confirm) anything which an attorney does under the power of attorney conferred by Clause 23.2.1.

23.2.3 The power of attorney conferred on the Security Trustee and each Receiver shall continue notwithstanding the exercise by the Security Trustee of any right of appropriation pursuant to Clause 14 (*Right of Appropriation*).

23.2.4 On and after the occurrence of an Event of Default, the Security Trustee may exercise (without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor) the Chargor's rights and remedies (including direction of any payments to the Security Trustee) under or in respect of any Material Contract.

24. Notice of Subsequent Security – New Accounts

24.1 If the Security Trustee receives notice (whether actual or otherwise) of any subsequent Security affecting any part of the Charged Assets and/or the proceeds of sale of the Charged Assets, or the Security contained in this Deed ceases to be continuing for any reason whatsoever it may open a new account or accounts for the Chargor in its books.

24.2 If the Security Trustee does not open a new account immediately on receipt of notice under Clause 24.1, then (unless the Security Trustee gives express written notice to the contrary to the Chargor) all payments made by the Chargor to the Security Trustee shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt of the relevant notice by the Security Trustee.

25. Currency and Set-Off

25.1 All monies received or held by the Security Trustee or any Receiver or Delegate under this Deed may be converted from their existing currency into such other currency as the Security Trustee considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Liabilities in that other currency at the Spot Rate of Exchange.

- 25.2 No payment to the Security Trustee (whether under any judgment or court order or in the liquidation or dissolution of the Chargor or otherwise) shall discharge the obligation or liability of the Chargor in respect of which it was made, unless and until the Security Trustee shall have received payment in full in the currency in which the obligation or liability was incurred and, to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency, the Security Trustee shall have a further separate cause of action against the Chargor and shall be entitled to enforce the security constituted by this Deed to recover the amount of the shortfall.
- 25.3 If a change in any currency of a country occurs, this Deed will, to the extent the Security Trustee (acting reasonably and after consultation with the Chargor) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice and otherwise to reflect the change in currency.
- 25.4 The Security Trustee may set-off any obligation due from the Chargor under this Deed against any obligation owed by the Security Trustee (in its capacity as agent and trustee of the Secured Parties) to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Trustee may exercise all such rights and is authorised to effect any necessary conversions at the Spot Rate of Exchange.
- 25.5 The liabilities referred to in this Clause 25 may be actual, contingent, primary, collateral, several or joint liabilities, and the accounts, sums and liabilities referred to in this Clause 25 may be denominated in any currency.
- 25.6 If the relevant obligation or liability is unliquidated or unascertained the Security Trustee may set-off the amount it estimates (in good faith) will be the final amount of such obligation or liability once it becomes liquidated or ascertained.

26. Appropriation and Suspense Account

- 26.1 Subject to Clause 18 and Clause 26.2 and to the terms of the Instrument, the Security Trustee may apply all payments received for the Secured Liabilities to reduce any part of those liabilities as it thinks fit.
- 26.2 All monies received, recovered or realised by the Security Trustee under this Deed may at the discretion of the Security Trustee be credited to any suspense account for so long as the Security Trustee determines (with interest accruing thereon at such rate, if any, as the Security Trustee may determine for the account of the Chargor) without the Security Trustee having any obligation to apply such monies or any part of them in or towards the discharge of any of the Secured Liabilities.

27. Payments

- 27.1 Subject to Clause 27.2, all payments to be made by the Chargor in respect of this Deed, shall be made in immediately available funds to the credit of such account as the Security Trustee may designate. All such payments shall be made free and clear of, and without any deduction for, or on account of, any set-off or counterclaim or, except to the extent compelled by law, any deduction on account of any taxes.
- 27.2 If the Chargor is compelled by law to withhold or deduct any taxes from any sum payable under this Deed to the Security Trustee, the sum so payable by the Chargor shall be increased so as to result in the receipt by the Security Trustee of a net amount equal to the full amount expressed to be payable under this Deed.

- 27.3 Any demand, notification or certificate given by the Security Trustee specifying amounts due and payable under or in connection with any of the provisions of this Deed shall, in the absence of manifest error, be conclusive and binding on the Chargor.

28. Costs, Expenses and Indemnities

- 28.1 The Chargor shall reimburse the Security Trustee, any Receiver, any Delegate and any Administrator in respect of all reasonable expenses, including reasonable legal, valuation, accountancy and consultancy fees (and any value added or similar tax thereon) incurred by the Security Trustee, any Receiver, any Delegate or any Administrator in connection with:
- 28.1.1 the negotiation, preparation, execution and completion of this Deed, or any of the documents referred to herein; and
- 28.1.2 any actual or proposed amendment, replacement, restatement or extension of, or any waiver or consent under, this Deed.
- 28.2 The Chargor shall reimburse the Security Trustee, any Receiver, any Delegate and any Administrator for all costs and expenses, including legal fees (and any value added or similar tax thereon) incurred in connection with the enforcement, attempted enforcement or preservation of any of their respective rights under this Deed, or any of the documents referred to herein.
- 28.3 The Chargor will on demand indemnify the Security Trustee and every Receiver, Administrator, Delegate and any of its and their officers and employees (each an "**Indemnified Party**") in respect of all costs, losses (including consequential losses), actions, claims, expenses, demands or liabilities whether in contract, tort, or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against any of them at any time relating to or arising directly or indirectly out of:
- 28.3.1 of the powers contained in this Deed;
- 28.3.2 a claim of any kind made or asserted against any Indemnified Party which would not have arisen if this Deed had not been executed and/or registered;
- 28.3.3 the creation, imposition, recording or registration of any Security over any Charged Asset securing the reimbursement to or recovery by any third party (including without limitation any regulatory authority or government agency) of any costs expenses or other sums incurred in consequence of a breach contravention or violation of any Environmental Law or the release discharge or emission of any harmful or hazardous material and the redemption, removal, vacation or discharge of any such Security;
- 28.3.4 the making of any Environmental Claim against any Indemnified Party or the Chargor in respect of any Charged Asset and/or any business operations or activities thereon;
- 28.3.5 any liability or potential liability upon any Indemnified Party to remedy clean-up or make good any breach contravention or violation of any Environmental Law by the Chargor or any harm actual or potential to the environment caused directly or indirectly by any release emission or discharge of any harmful or hazardous material from in or to the Charged Assets; or
- 28.3.6 any breach by the Chargor of any of its obligations under this Deed;
- unless, in the case of Clauses 28.3.1 and 28.3.2, it was caused by the negligence or wilful misconduct of the Indemnified Party.

- 28.4 No Indemnified Party shall in any way be liable or responsible to the Chargor for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Charged Assets, except to the extent caused by its own negligence or wilful misconduct.
- 28.5 The Chargor shall pay all present and future stamp, registration and similar taxes or charges which may be payable, or determined to be payable, in connection with the execution, delivery, performance or enforcement of this Deed or any judgment given in connection therewith.

29. Assignment and Transfer

The Security Trustee may assign or transfer all or any part of its rights under this Deed in accordance with and subject to the provisions of the Trust Deed. The Chargor may not assign, transfer, charge, make the subject of a trust or deal in any other manner with this Deed or any of its rights under this Deed or purport to do any of the same without the prior written consent of the Security Trustee.

30. Third Party Rights

- 30.1 Subject to Clauses 30.2, 30.3 and 30.4, a person who is not a party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon a provision of this Deed. No party to this Deed may hold itself out as trustee of any rights under this Deed for the benefit of any third party unless specifically provided for in this Deed. This Clause 30.1 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 30.2 Subject to the terms of the Instrument, the Secured Parties are entitled under the Contracts (Rights of Third Parties) Act 1999 and with the prior written consent of the Security Trustee to enforce any term of this Deed which confers (expressly or impliedly) any benefit on any such Secured Party.
- 30.3 Any person to whom the benefit of any provision of this Deed is assigned in accordance with the terms of the Finance Documents is entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed which confers (expressly or impliedly) any benefit on any such person.
- 30.4 Any Receiver or Delegate may, subject to the Contracts (Rights of Third Parties) Act 1999 rely on any clause of this Deed which expressly confers rights on it.
- 30.5 Notwithstanding any other provision of this Deed (including Clause 30.4) the Security Trustee and the Chargor may, by agreement in writing, rescind, terminate or vary any of the provisions in this Deed or waive or settle any right or claim under it in any way without the consent of any third party and, accordingly, section 2(1) Contracts (Rights of Third Parties) Act 1999 shall not apply.

31. Notices

The provisions of clause 14 of the Trust Deed shall be deemed to be incorporated into this Deed, mutatis mutandis, as if the same were set out in full herein.

32. General

- 32.1 No variation to this Deed shall be effective unless made in writing and signed by or on behalf of all the parties to this Deed. A waiver given or consent granted by the Security Trustee 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.

- 32.2 Each provision of this Deed is severable and distinct from the others. If at any time any provision of this Deed is or becomes unlawful, invalid or unenforceable to any extent or in any circumstances for any reason, it shall to that extent or in those circumstances be deemed not to form part of this Deed but (except to that extent or in those circumstances in the case of that provision) the legality, validity and enforceability of that and all other provisions of this Deed shall not be affected in any way.
- 32.3 If any provision of this Deed is found to be illegal, invalid or unenforceable in accordance with Clause 32.2 but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it legal, valid or enforceable.
- 32.4 The failure or delay in exercising a right or remedy provided by this Deed or by law does not constitute a waiver of that (or any other) right or remedy. No single or partial exercise, or non-exercise or non-enforcement of any right or remedy provided by this Deed or by law prevents or restricts any further or other exercise or enforcement of that (or any other) right or remedy.
- 32.5 The Security Trustee's rights and remedies contained in this Deed are cumulative and not exclusive of any rights or remedies provided by law.
- 32.6 This Deed may be executed in any number of counterparts each of which when executed and delivered shall be an original. All the counterparts together shall constitute one and the same document.

33. Governing Law and Jurisdiction

- 33.1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 33.2 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).
- 33.3 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.
- 33.4 Clauses 33.2 to 33.4 are for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

EXECUTED as a deed and delivered by the Chargor and signed on behalf of the Security Trustee on the date stated at the beginning of this document.

Schedule 1

The Original Noteholders

Name (and Company Number if relevant)	Address or registered office
RM Secured Direct Lending Plc, a company registered in England and Wales (registered number 10449530)	Address: Mermaid House, 2 Puddle Dock, London EC4V 3DB Attention: Pietro Nicholls, James Robson Fax: 0131 603 7069 Email: Thomas.LegrixDeLaSalle@rm-capital.co.uk ; Pietro.nicholls@rm-capital.co.uk ; loanmonitoring@rm-capital.co.uk

Schedule 2

Property

None

Schedule 3

Material Contracts

- 1. Each Finance Loan

Schedule 4

Intellectual Property

None

Schedule 5

Securities

None

Schedule 6

Accounts

Account Name	Sort Code	Account number
None		

Schedule 7

Notice to Account Bank – Collections Account

To: *[Account Bank]*

[Date]

Dear Sirs

Debenture dated [•] 2019 (the "Debenture") between Praetura Asset Finance (BB) Limited and RM Capital Markets Limited (the "Security Trustee")

1. This letter constitutes notice to you that under the Debenture we have charged by way of first fixed charge in favour of the Security Trustee all our rights, title and interest in all sums of money which may now or in the future be held with you for our account in the accounts identified in the schedule to this notice (the "**Collection Account**") together with all interest from time to time earned on such sums and the debts represented by such sums and interest.
2. With effect from the date of your receipt of this notice:
 - (a) subject to paragraph (e) below, all sums from time to time standing to the credit of the Collection Account should be held to the order of the Security Trustee;
 - (b) subject to paragraph (e) below, such sums may only be paid or released in accordance with the written instructions of the Security Trustee at any time;
 - (c) the terms and conditions relating to the Collection Account may not be amended, varied or waived without the prior written consent of the Security Trustee; and
 - (d) we are not permitted to withdraw any amount from the Collection Account without the prior written consent of the Security Trustee.
3. You are authorised and instructed, without requiring further approval from us:
 - (a) to pay all monies received by you for the Collection Account to (and only to) the credit of the Collection Account;
 - (b) to provide the Security Trustee with such information relating to the Collection Account as it may from time to time request; and
 - (c) to comply with the terms of any written notice or instructions in any way relating to, or purporting to relate to, the Debenture, the sums standing to the credit of the Collection Account from time to time or the debts represented by them which you receive at any time from the Security Trustee 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.
4. These instructions may not be revoked without the prior written consent of the Security Trustee.
5. Please sign and return the enclosed copy of this notice to the Security Trustee (with a copy to us) to confirm (by way of undertaking in favour of the Security Trustee) that:

- (a) you agree to the terms of this notice and to act in accordance with its provisions;
- (b) you have not received notice of the interest of any third party in the accounts; and
- (c) you have not and will not claim, exercise or enforce any security interest, right of set-off, counterclaim or similar right in respect of the Collection Account or the debts represented by them without the prior written consent of the Security Trustee.

6. This notice and any non-contractual obligations arising out of or in relation to this notice shall be governed by, and interpreted in accordance with, English law.

Yours faithfully

.....

for and on behalf of
Praetura Asset Finance (BB) Limited as Chargor

.....

for and on behalf of
RM Capital Markets Limited as Security Trustee

Schedule

Account Name	Sort Code	Account number
[•]	[•]	

[On acknowledgement copy]

To: RM Capital Markets Limited

[Address]

Copy to: [•]

We acknowledge receipt of the above notice and agree to and confirm the matters set out in it.

.....

for and on behalf of

[Account Bank]

Date: [•]

Schedule 8

Notice to Account Bank – Other Accounts

To: *[Account Bank]*

[Date]

Dear Sirs

Debenture dated [•] 2019 (the "Debenture") between Praetura Asset Finance (BB) Limited and RM Capital Markets Limited (the "Security Trustee")

This letter constitutes notice to you that under the Debenture we have charged by way of first fixed charge in favour of the Security Trustee all our rights, title and interest in all sums of money which may now or in the future be held with you for our account in the accounts identified in the schedule to this notice (the "**Accounts**") together with all interest from time to time earned on such sums and the debts represented by such sums and interest.

1. With effect from the date of your receipt of this notice:
 - (a) subject to paragraph (e) below, all sums from time to time standing to the credit of the Accounts should be held to the order of the Security Trustee;
 - (b) subject to paragraph (e) below, such sums may only be paid or released in accordance with the written instructions of the Security Trustee at any time;
 - (c) we are permitted to withdraw or transfer amounts from the Accounts until such time as the Security Trustee provides written notification to you that such permission is withdrawn (and the Security Trustee may withdraw or modify this permission in its absolute discretion at any time).
2. You are authorised and instructed, without requiring further approval from us:
 - (a) to pay all monies received by you for the Accounts to (and only to) the credit of the Accounts;
 - (b) to provide the Security Trustee with such information relating to the Accounts as it may from time to time request; and
 - (c) to comply with the terms of any written notice or instructions in any way relating to, or purporting to relate to, the Debenture, the sums standing to the credit of the Accounts from time to time or the debts represented by them which you receive at any time from the Security Trustee 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.
3. These instructions may not be revoked without the prior written consent of the Security Trustee.
4. Please sign and return the enclosed copy of this notice to the Security Trustee (with a copy to us) to confirm (by way of undertaking in favour of the Security Trustee) that:
 - (a) you agree to the terms of this notice and to act in accordance with its provisions;

- (b) you have not received notice of the interest of any third party in the accounts; and
- (c) you have not and will not claim, exercise or enforce any security interest, right of set-off, counterclaim or similar right in respect of the Accounts or the debts represented by them without the prior written consent of the Security Trustee.

5. This notice and any non-contractual obligations arising out of or in relation to this notice shall be governed by, and interpreted in accordance with, English law.

Yours faithfully

.....

for and on behalf of
Praetura Asset Finance (BB) Limited as Chargor

.....

for and on behalf of
RM Capital Markets Limited as Security Trustee

Schedule

Account Name	Sort Code	Account Number
[•]	[•]	

[On acknowledgement copy]

To: RM Capital Markets Limited

[Address]

Copy to: [•]

We acknowledge receipt of the above notice and agree to and confirm the matters set out in it.

.....

for and on behalf of

[Account Bank]

Date: [•]

Schedule 9

Notice of Insurance Assignment

To: [insert name of insurance company]

[Date]

Dear Sirs,

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

Debenture dated [•] 2019 (the "Debenture") between Praetura Asset Finance (BB) Limited and RM Capital Markets Limited (the "Security Trustee")

1. This letter constitutes notice to you that under the Debenture we have assigned to the security Trustee all our rights, title and interest in and to the insurance policies identified in the schedule to this letter and to any other insurance policies taken out with you by us or on our behalf or under which we have a right to a claim (other than in relation to third party liabilities) (the "**Insurance Policies**").
2. We will remain liable under the Insurance Policies to perform all obligations imposed on us under the Insurance Policies and none of the Security Trustee, its agents, any receiver, administrator or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance Policies.
3. We will remain entitled to exercise all of our rights under the Insurance Policies and you should continue to give notices under the Insurance Policies to us, until such time as the Security Trustee provides written notification to the contrary. After such written notification:
 - (a) all amounts payable under the Insurance Policies should be paid to the Security Trustee or as it directs; and
 - (b) all rights in respect of the Insurance Policies will be exercisable by the Security Trustee and notices under the Insurance Policies should be given to the Security Trustee or as it directs.
4. You are authorised and instructed (without requiring further approval from us) to provide the Security Trustee with such information relating to the Insurance Policies as it may from time to time request.
5. These instructions may not be revoked without the prior written consent of the Security Trustee.
6. Please note the interest of the Security Trustee on the Insurance Policies and show the Security Trustee as [first]/[second] loss payee.
7. Please sign and return the enclosed copy of this notice to the Security Trustee (with a copy to us) to confirm (by way of undertaking in favour of the Security Trustee) that:
 - (a) you agree to the terms of this notice and to act in accordance with its provisions;
 - (b) you have not received notice of the interest of any third party in any of the Insurance Policies;
 - (c) The Security Trustee is named as [first]/[second] loss payee;

- (d) the Insurance Policies shall not be vitiated or avoided as against the Security Trustee in the event or as a result of any misrepresentation, act or neglect or failure to make disclosure on our part or in any circumstances beyond the control of us or the Security Trustee;
 - (e) the Insurance Policies shall not be invalidated or otherwise cancelled or allowed to lapse so far as the Security Trustee is concerned by failure to pay any premium due or otherwise cancelled unless you have first given to the Security Trustee not less than 30 days' written notice;
 - (f) you have not and will not claim, exercise or enforce any right of set-off, counterclaim or similar right in respect of the Insurance Policies without the consent of the Security Trustee;
 - (g) you will notify the Security Trustee of any breach by us of the terms of any Insurance Policy and will allow the Security Trustee to remedy that breach; and
 - (h) the Security Trustee shall not in any circumstances be liable for the premium in relation to the Insurance Policies (but may elect to pay it).
8. This notice and any non-contractual obligations arising out of or in relation to this notice shall be governed by, and interpreted in accordance with, English law.

Yours faithfully

.....

for and on behalf of
Praetura Asset Finance (BB) Limited as Chargor

.....

for and on behalf of
RM Capital Markets Limited as Security Trustee

Schedule

[Details of Insurance Policies to be inserted]

[On acknowledgement copy]

To: RM Capital Markets Limited

[Address]

Copy to: [•]

We acknowledge receipt of the above notice and agree to and confirm the matters set out in it.

.....

for and on behalf of
[Insurer]

Date: [•]

Schedule 10

Notice to Counterparty

[On the letterhead of the Chargor]

To: [Contract Party]

Copy to: [•] as Security Trustee

[Date]

Dear Sirs

Debenture dated [•] 2019 (the "Debenture") between Praetura Asset Finance (BB) Limited and RM Capital Markets Limited (the "Security Trustee")

1. This letter constitutes notice to you that under the Debenture we have assigned to the Security Trustee all our rights, title and interest in respect of *[insert details of contract]* (the "**Contract**") as security for certain obligations owed by us to the Security Trustee.
2. We will remain liable under the Contract to perform all obligations imposed on us under the Contract and none of the Security Trustee, its agents, any receiver, administrator or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.
3. We will remain entitled to exercise all of our rights under the Contract and you should continue to give notices under the Contract to us, until such time as the Security Trustee provides written notification to the contrary. After such written notification, all rights in respect of the Contract (including the right to direct payments of amounts due under it to another account) will be exercisable by the Security Trustee and notices under the Contract should be given to the Security Trustee or as it directs.
4. You are authorised and instructed (without requiring further approval from us) to provide the Security Trustee with such information relating to the Contract as it may from time to time request;
5. These instructions may not be revoked without the prior written consent of the Security Trustee.
6. Please sign and return the enclosed copy of this notice to the Security Trustee (with a copy to us) to confirm (by way of undertaking in favour of the Security Trustee) that:
 - (a) you agree to the terms of this notice and to act in accordance with its provisions;
 - (b) you have not and will not claim, exercise or enforce any right of set-off, counterclaim or similar right in respect of the Contract without the consent of the Security Trustee;
 - (c) you have not received notice of the interest of any third party in the Contract; and
 - (d) you will notify the Security Trustee of any breach by us of the terms of the Contract and will allow the Security Trustee to remedy that breach.
7. This notice and any non-contractual obligations arising out of or in relation to this notice shall be governed by, and interpreted in accordance with, English law.

Yours faithfully,

.....

for and on behalf of
Praetura Asset Finance (BB) Limited as Chargor

.....

for and on behalf of
RM Capital Markets Limited as Security Trustee

[On acknowledgement copy]

To: RM Capital Markets Limited

[Address]

Copy to: [•]

We acknowledge receipt of the above notice and agree to and confirm the matters set out in it.

.....

for and on behalf of

[Counterparty to relevant Material Contract]

Date: [•]

Schedule 11

Notice of Assignment of Receivables

[On the letterhead of the Chargor]

To: [Contract Party]

Copy to: RM Capital Markets Limited as Security Trustee

[Date]

Dear Sirs

Debenture dated [•] 2019 (the "Debenture") between Praetura Asset Finance (BB) Limited (the "Chargor") and RM Capital Markets Limited (the "Security Trustee")

We refer to the [agreement (or) instrument] dated [•] between yourselves and the Chargor (the "**Company**") relating to (*insert details*) (the "[**Agreement (or) Instrument**]").

We give you notice that the Company has, pursuant to a deed dated [•] and entered into by (1) the Company and (2) [•] as Security Trustee (the "**Security Trustee**") assigned absolutely to the Security Trustee all its right, title and interest in all money payable by you to the Company under the [Agreement (or) Instrument]. Notwithstanding such assignment, the Company remains liable to perform all its obligations under the [Agreement (or) Instrument], if any, and the Security Trustee shall have no liability whatever in respect of the [Agreement (or) Instrument].

We instruct you to pay all money payable by you to the Company under the [Agreement (or) Instrument] to [•] at account number [•] with [•] or such other account number and/or bank as the Security Trustee shall from time to time instruct you in writing.

Please sign and return the enclosed copy of this notice to the Security Trustee (with a copy to us).

Yours faithfully,

(signatures for the Chargor)

(on copy)

Dated: [•]

Dear Sirs

We acknowledge receipt of the Notice of Assignment of Receivables from [Chargor] ("**Company**") dated [•] of which the above is a copy, confirm that we have not received any prior notice of assignment in relation to the subject matter of it and agree to pay any money payable by us to the Company under or pursuant to the [Agreement (or) Instrument] to the above account and bank or as you shall from time to time instruct us in writing.

(signature)

for and on behalf of

(purchaser or issuer)

THE CHARGOR

EXECUTED as a DEED by PRAETURA ASSET FINANCE (BB)
LIMITED acting by a director in the presence of:





Signature

Signature of witness

Print name

KADY OPRON

Address



Occupation

PARALEGAL

THE SECURITY TRUSTEE

EXECUTED as a DEED by RM CAPITAL MARKETS LIMITED
acting by its authorised signatory:

Signature:

Name:

Signature of witness

Print name

Address

Occupation

THE CHARGOR

EXECUTED as a **DEED** by **PRAETURA ASSET FINANCE (BB) LIMITED** acting by a director in the presence of:

Signature

Signature of witness

Print name

Address

Occupation

THE SECURITY TRUSTEE

EXECUTED as a **DEED** by **RM CAPITAL MARKETS LIMITED** acting by its authorised signatory:

Signature:

Name: Peter Nicholls,

Signature of witness

Print name Thomas Le Grix de La Salle

Address

Occupation Investment Management