



Registration of a Charge

Company name: **INSTAVOLT LIMITED**

Company number: **10484882**

Received for Electronic Filing: **15/12/2016**



Details of Charge

Date of creation: **12/12/2016**

Charge code: **1048 4882 0001**

Persons entitled: **REEIF II LUXEMBOURG S.A.R.L.**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **FLADGATE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10484882

Charge code: 1048 4882 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th December 2016 and created by INSTAVOLT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th December 2016 .

Given at Companies House, Cardiff on 16th December 2016

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



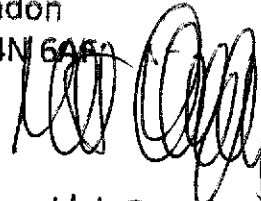
Companies House



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

fladgate

CERTIFIED TRUE COPY OF THE ORIGINAL
CMS Cameron McKenna LLP
78 Cannon Street
London
EC4N 6AF



MATTHEW WILLOUGHBY
SOLICITOR

Date: 12 DECEMBER 2016

DEBENTURE

INSTAVOLT LIMITED

and

REEIF II LUXEMBOURG S.A.R.L

Contents

1.	Interpretation.....	1
2.	Covenant to pay.....	1
3.	Security	1
4.	Conversion of floating charge.....	2
5.	Restrictions	2
6.	Representations and warranties.....	3
7.	General undertakings	4
8.	Insurance	4
9.	Deposit of documents and title deeds	5
10.	Book debts account	5
11.	Shares and Derivative Assets.....	5
12.	Enforcement.....	6
13.	Appointment of Receiver or administrator.....	7
14.	Exclusion of liability.....	9
15.	Power of attorney.....	9
16.	Cumulative and continuing security and further assurance	9
17.	Release of security	9
18.	Protection of third parties.....	9
19.	New account	10
20.	Entry in the Land Registry	10
21.	Indemnity.....	10
22.	Currency indemnity	10
23.	Costs	10
24.	Payment.....	11
25.	Set-off.....	11
26.	Notices.....	11
27.	Assignments	11
28.	General	12

Schedule 1

Definitions and interpretation.....	13
-------------------------------------	----

DATE: 12 DECEMBER

2016

PARTIES:

- (1) **INSTAVOLT LIMITED** (registered in England with number 10484882) whose registered office is at Cannon Street, London EC4N 6AF (**Company**); and
- (2) **REEIF II LUXEMBOURG S.A.R.L.**, (registered number R.C.S. Luxembourg: B165545), a Luxembourg private limited liability company (société à responsabilité limitée) whose registered address is at E Building, Parc d'Activité Syrdall, 6 rue Gabriel Lippmann, L-5365 Munsbach, Grand Duchy of Luxembourg (**Lender**);

1. Interpretation

The definitions and interpretative provisions in Schedule 1 apply to this agreement.

2. Covenant to pay

The Company will on demand pay and discharge all the Secured Liabilities when they become due for payment or discharge.

3. Security

3.1 By way of continuing security in favour of the Lender for the payment and discharge of the Secured Liabilities, the Company with full title guarantee and free from all Security Interests, mortgages, charges, assigns and agrees to assign in favour of the Lender:

- 3.1.1 by way of fixed charge all estates or interests in any freehold and leasehold property (whether registered or unregistered) and its proceeds of sale, now and in the future (and from time to time) owned by, vested in or charged to the Company, or in which the Company holds an interest;
- 3.1.2 by way of fixed charge all the plant, machinery and fixtures and fittings of the Company, present and future;
- 3.1.3 by way of fixed charge all furniture, furnishings, equipment, tools, vehicles and other movable property of the Company, present and future, not forming part of its stock in trade or work in progress;
- 3.1.4 by way of fixed charge all the goodwill and uncalled capital of the Company, present and future;
- 3.1.5 by way of fixed charge the Shares and Derivative Assets;
- 3.1.6 by way of fixed charge all Intellectual Property Rights, things in action and claims of the Company, present and future, and the proceeds of any insurance from time to time affecting the Charged Assets;
- 3.1.7 by way of fixed charge the benefit of any interest rate swap or other agreement with the Lender or any third party for protecting or hedging the Company's liability to pay interest to the Lender at any time;
- 3.1.8 by way of fixed charge all book debts and other debts and all associated rights and benefits of the Company, present and future, and the proceeds of payment or realisation of each of them;
- 3.1.9 by way of fixed charge all funds standing to the credit of the Company from time to time on any account with the Lender or any other bank or financial institution or organisation;
- 3.1.10 by way of fixed charge the benefit of all contracts appointments warranties and other documents to which the Company is a party

relating to any development of any freehold or leasehold property and all rights and claims under or associated with them; and

3.1.11 by way of floating charge all the undertaking and all property, assets and rights of the Company, present and future, not subject to a fixed charge under this agreement.

3.2 Paragraph 14 of schedule B1 to IA 1986 applies to the floating charge created by clause 3.1.11.

4. Conversion of floating charge

4.1 The Lender may at any time, by notice to the Company, convert the floating charge created by clause 3.1.11 into a fixed charge as regards all or any of the Charged Assets specified in the notice if:

4.1.1 the Lender considers that it would be necessary to do so in order to protect, preserve or supplement the charges over the Charged Assets or the priority of those charges; or

4.1.2 a Default Event occurs.

4.2 The floating charge created by clause 3.1.11 will, unless otherwise agreed in writing by the Lender, automatically and without notice be converted into a fixed charge in respect of any Charged Assets subject to it if:

4.2.1 the Company creates or attempts to create any Security Interest over those Charged Assets;

4.2.2 any person levies or attempts to levy any distress, attachment, execution or other legal process against any of those Charged Assets;

4.2.3 the Company ceases to carry on business as a going concern; or

4.2.4 in respect of all the Charged Assets on the making of an order for the compulsory winding up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding up of the Company or taking of any step (including the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company.

4.3 Notwithstanding the provisions of clauses 4.1 and 4.2 the floating charge created by clause 3.1.11 will not be capable of conversion into a fixed charge solely as a result of:

4.3.1 the Company obtaining a moratorium under IA 1986; or

4.3.2 anything done by or on behalf of the Company for the purpose of obtaining such a moratorium.

5. Restrictions

5.1 The Company will not without the previous written consent of the Lender:

5.1.1 create or permit to arise any Security Interest on the Charged Assets, except a lien arising by the operation of law or in the ordinary course of business;

5.1.2 sell or otherwise dispose of those Charged Assets which are charged under clauses 3.1.1 to 3.1.10 inclusive;

5.1.3 deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and, in particular, the Company will not realise its book debts and other

debts by means of block discounting, factoring or any other similar arrangement;

- 5.1.4 sell or otherwise dispose of the Charged Assets charged under clause 3.1.11 except in the ordinary course of business whilst the floating charge created by clause 3.1.11 has not crystallised;
 - 5.1.5 permit or agree to any variation of the rights attaching to the whole or any party of the Charged Assets; or
 - 5.1.6 cause or permit to be done anything which may, in the reasonable opinion of the Lender, jeopardise or otherwise prejudice the value to the Lender of the Charged Assets.
- 5.2 The Company shall apply to the Chief Land Registrar to enter a restriction on the Register of Title of all present and future registered freehold and leasehold property of the Company in the following terms: "no disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of REEIF II Luxembourg S.A.R.L referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer".

6. Representations and warranties

- 6.1 The Company represents and warrants to the Lender that:
- 6.1.1 it is duly incorporated and validly existing and in good standing under the laws of England and Wales, has appropriate power and authority to own its property and assets and carry on its business as presently conducted;
 - 6.1.2 it is absolutely, solely and beneficially entitled to all the Charged Assets as at the date of this agreement;
 - 6.1.3 it has not disposed of or agreed to dispose of the benefit of any of its right, title and interest in and to the Charged Assets;
 - 6.1.4 it has power to execute, deliver and perform its obligations under this agreement and all necessary corporate, shareholder and other action has been taken to authorise the execution, delivery and performance of this agreement;
 - 6.1.5 subject to any perfection requirements, no permit licence approval or authorisation of any government or other authority or third party is required by it in connection with the execution performance validity or enforceability of this agreement;
 - 6.1.6 subject to the Legal Reservations the obligations imposed on it under this agreement constitute legal, valid and binding obligations;
 - 6.1.7 the entry into and performance of the terms and conditions of this agreement do not and will not contravene or conflict with its memorandum and articles of association, any law, statute, regulation or other instrument binding on it or any of its assets, or any agreement or document to which it is a party or is binding on it or any of its assets;
 - 6.1.8 no charges or other encumbrances in the nature of a Security Interest exist on the Charged Assets other than any charges or encumbrances in favour of the Lender, liens arising by operation of law and hire purchase, leasing and credit sale agreements relating to motor vehicles

and plant, equipment and fixtures and fittings owned or used by the Company; and

6.1.9 It is in compliance with all the terms and conditions of this agreement.

6.2 The representations and warranties in clause 6.1 are continuing representations and warranties and will be deemed to be repeated on each day by reference to the then existing circumstances, until all the Secured Liabilities have been repaid or discharged in full.

7. General undertakings

7.1 The undertakings set out in this agreement will remain in force until all the Secured Liabilities have been repaid or discharged in full.

7.2 The Company will:

7.2.1 comply with all requirements of any authority and any legal obligations relating to the Charged Assets;

7.2.2 supply the Lender with such information and documents relating to the Charged Assets as the Lender may require;

7.2.3 keep all tangible Charged Assets in good and substantial repair and condition;

7.2.4 where it is uneconomic to repair any of the Charged Assets, replace it by another similar asset of equal or greater quality and value;

7.2.5 comply with any restrictive and other covenants affecting any of the Charged Assets, and where a Charged Asset is subject to a lease or tenancy agreement, the Company will enforce the performance of the lessee's obligations and will not agree to any material waiver or variation of the terms of that lease or tenancy agreement; and

7.2.6 punctually pay all rents, rates, taxes and other outgoings in respect of the Charged Assets.

8. Insurance

8.1 The Company will to the Lender's reasonable satisfaction keep comprehensively insured for its full reinstatement cost plus VAT (due allowance being made for inflation during the period of insurance and reinstatement) all Insured Assets in such name and in such offices as the Lender shall in writing approve and on such terms, for such amounts and of such types as would be effected by prudent companies carrying on business similar to the Company (including in respect of environmental pollution, subsidence and terrorism), and on terms requiring the insurers not to cancel the policy without giving at least 14 days' prior notice to the Lender.

8.2 If any part of the Insured Assets is subject to a lease, then the Company will also insure for three years' loss of rent.

8.3 The Company will have the policies of insurance of the Insured Assets endorsed with notice of the Lender's interest and will punctually pay when due all premiums payable in respect of any insurance of the Insured Assets and, if required by the Lender, will deliver to the Lender evidence satisfactory to the Lender of payment of such premiums together with a copy of the insurance policies.

8.4 Subject to the provisions of any lease of any Insured Asset (and without prejudice to any obligation in the policy of insurance or to any other obligation having priority to the obligation imposed by this agreement), the Company shall hold in trust for

the Lender all monies received by it under any insurance of the Insured Assets and at the Lender's option will apply the same in making good the relevant loss or damage or, if any of the Secured Liabilities shall have become due and payable, in or towards discharge of such Secured Liabilities and in the meantime will pay all such monies into such account as the Lender may specify.

8.5 The Company covenants:

8.5.1 to comply with the recommendations and requirements of the insurers; and

8.5.2 not to do or allow to be done anything on or in respect of the Insured Assets which might prejudicially affect any insurance policy.

8.6 If the Company is required under any lease to insure any Insured Assets or to reimburse the landlord for any insurance premiums:

8.6.1 if the Company fully complies with such requirements, the Company will be deemed to have complied with clauses 8.1 and 8.2 if such insurance, whether by the Company or by the landlord, extends to cover at least the risks required by the Lender in at least the amounts specified in such clauses; and

8.6.2 the Company will on request from the Lender from time to time produce satisfactory evidence of such insurance.

8.7 If the Company defaults in its obligations under this clause 8 or at any time after the Lender has demanded repayment of the Secured Liabilities of if the Company does not ensure that any landlord insures the Insured Assets (where applicable) in accordance with clause 8.6, the Lender or any Receiver may effect insurance as specified in this clause 8 without becoming liable to account as mortgagee in possession and the cost of so doing shall be an expense recoverable pursuant to clause 21.

8.8 The Company shall notify the Lender as soon as possible after an event has occurred which is likely to lead to a claim in excess of £5,000 (five thousand pounds) being made under any insurance policy relating to any of the Insured Assets.

9. Deposit of documents and title deeds

The Company will deposit with the Lender for the term of this agreement, all deeds and documents of title relating to any of the Charged Assets, together with such duly executed transfers or assignments as the Lender may reasonably request.

10. Book debts account

10.1 The Company will, upon the Lender's request, pay the proceeds of its book debts into an account specified in writing by the Lender and will not, except with the prior written consent of the Lender, withdraw any money from that account.

10.2 The Company will, upon the Lender's request, execute a legal assignment of its book debts to the Lender in such terms as the Lender requires.

11. Shares and Derivative Assets

11.1 The Company will deposit with the Lender all certificates or documents of title in respect of the Shares and Derivative Assets, together with an executed instrument of transfer in blank in such form as the Lender may require.

11.2 Without prejudice to clause 5.1.6, for so long as no Default Event has occurred, the Company may:

- 11.2.1 receive and retain all dividends, interest and other income deriving from and received by it in respect of the Shares and Derivative Assets; and
- 11.2.2 exercise all voting and other rights and powers attached to the Shares and Derivative Assets.
- 11.3 Following the occurrence of a Default Event:
 - 11.3.1 all dividends, interest and other income forming part of the Shares or the Derivative Assets, will be paid without any set-off or deduction to the Lender; and
 - 11.3.2 the Company will procure the registration in the books of the relevant company of the transfer of the Shares and the Derivative Assets to the Lender or its nominee, the entry of the Lender or its nominee in the register of members of the company, and the issue of new share certificates in respect of the Shares and the Derivative Assets to the Lender or its nominee.
- 11.4 The Lender will have no duties with respect to the Shares and will incur no liability for:
 - 11.4.1 ascertaining or taking action in respect of any calls, instalments, conversions, exchanges, maturities, tenders or other matters in relation to any Shares or Derivative Assets;
 - 11.4.2 taking any necessary steps to preserve rights against prior parties or any other rights relating to any Shares or Derivative Assets; or
 - 11.4.3 any failure to present any interest, coupon or any bond or stock drawn for repayment or any failure to pay any call or instalment or to accept any offer or to notify the Company of any such matter or any failure to ensure that correct amounts are paid or received in respect of the Shares or Derivative Assets.
- 11.5 The Lender may provide for the safe custody by third parties of all stock and share certificates and documents of title deposited with the Lender at the expense of the Company and will not be responsible for any loss of or damage to any such certificates or documents.

12. Enforcement

- 12.1 On the occurrence of a Default Event, the Lender may exercise all the powers conferred on mortgagees by LPA 1925 (as varied or extended by this agreement), all the powers conferred as the holder of a qualifying floating charge (as defined in paragraph 14 of schedule B1 to IA 1986) and, without limiting such powers or any of the rights and powers of the Lender conferred by this agreement, may by written notice to the Company:
 - 12.1.1 declare all or any part of the Secured Liabilities to be immediately due and payable, together with any other sums then owed by the Company, and upon that declaration, the sums will become immediately due and payable;
 - 12.1.2 declare all or any part of the Secured Liabilities to be due and payable on demand by the Lender; and/or
 - 12.1.3 declare the security constituted by this agreement to be enforceable.

- 12.2 Notwithstanding the provisions of clause 12.1 the security constituted by this agreement will not become enforceable solely as a result of:
- 12.2.1 the Company obtaining a moratorium under IA 1986; or
 - 12.2.2 anything done by or on behalf of the Company for the purpose of obtaining such a moratorium.
- 12.3 For the purposes of all powers implied by statute including, without limitation, the power of sale under section 101 LPA 1925, the Secured Liabilities will be deemed to have become due when the security created by this agreement becomes enforceable.
- 12.4 Sections 93, 103 and 109 LPA 1925 do not apply to this agreement.
- 12.5 The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make arrangements for leases, accept surrender of leases and grant options on such terms as the Lender thinks fit. The Lender is not obliged to comply with any of the provisions of section 99 or 100 LPA 1925.
- 12.6 To the extent that:
- 12.6.1 the Charged Assets constitute Financial Collateral; and
 - 12.6.2 this agreement and the obligations of the Company under it constitute a Security Financial Collateral Arrangement,
- the Lender shall have the right, at any time after the security constituted by this agreement has become enforceable, to appropriate all or any of those Charged Assets in or towards the payment or discharge of the Secured Liabilities in any order that the Lender may, in its absolute discretion, determine.
- 12.7 The value of any Charged Assets appropriated in accordance with this clause shall be:
- 12.7.1 in the case of cash, the amount standing to the credit of each of the Company's accounts with any bank, financial institution or other person, together with all interest accrued but unposted, at the time the right of appropriation is exercised; and
 - 12.7.2 in the case of Shares and Derivative Assets, the price of those Shares and Derivative Assets at the time the right of appropriation is exercised as listed on any recognised market index or determined by any other method that the Lender may select (including independent valuation).
- 12.8 The Company agrees that the methods of valuation provided for in clause 12.7 are commercially reasonable for the purposes of the Financial Collateral Regulations.

13. Appointment of Receiver or administrator

- 13.1 At any time after the security constituted under this agreement has become enforceable, the Lender may, by instrument in writing (and in accordance with and to the extent permitted by applicable laws) appoint one or more persons as:
- 13.1.1 a Receiver of all or any of the Charged Assets; and/or
 - 13.1.2 an administrator of the Company.
- 13.2 Where more than one Receiver is appointed they will have power to act separately unless the appointment by the Lender otherwise specifies.

- 13.3 The Lender may fix and pay the fees of any Receiver but the Receiver will be the agent of the Company and the Company will be solely responsible for the acts, defaults and remuneration of the Receiver or Receivers.
- 13.4 Any Receiver or administrator appointed under this agreement will, in addition to all powers conferred on him by LPA 1925 and IA 1986 and all powers conferred from time to time by statute, have power to do anything which an absolute owner could do in the management of such of the Charged Assets over which such Receiver or administrator is appointed and, in particular (where relevant):
 - 13.4.1 to take possession of and generally manage the Charged Assets and any business of the Company;
 - 13.4.2 to carry out on any freehold or leasehold property of the Company any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment;
 - 13.4.3 to purchase or acquire any land or other property and purchase, acquire, grant or release any interest in or right over land or the benefit of any covenants, positive or restrictive, affecting land;
 - 13.4.4 to sell, lease, surrender or accept surrenders of leases, charge or otherwise deal with, or dispose of, the Charged Assets without restriction including, without limitation, power to dispose of any fixtures separately from the land;
 - 13.4.5 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Company;
 - 13.4.6 to take, continue or defend any proceedings and enter into any arrangement or compromise;
 - 13.4.7 to insure the Charged Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds and give Indemnities and security to any bondsmen;
 - 13.4.8 to call up any uncalled capital of the Company with all the powers conferred by the articles of association of the Company in relation to calls;
 - 13.4.9 to employ advisers, consultants, managers, agents, workmen and others;
 - 13.4.10 to purchase or acquire materials, tools, equipment, goods or supplies;
 - 13.4.11 to borrow any money and secure the payment of money in priority to the Secured Liabilities for the purpose of the exercise of any of his powers; and
 - 13.4.12 to do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Charged Assets.
- 13.5 A Receiver or administrator will apply all money received, firstly in repayment of all expenses and liabilities of the Receiver or administrator and in payment of their respective fees, secondly towards satisfaction of the Secured Liabilities in such order as the Lender decides, and thirdly in payment of any surplus to the persons entitled to it.

14. Exclusion of liability

The Lender will not, whether as a result of taking possession of any of the Charged Assets or for any other reason (and whether as mortgagee in possession or on any other basis) be liable to the Company for any loss or damage arising from any act or default or any exercise or non-exercise of any power, authority or discretion conferred on the Lender by this agreement in relation to the Charged Assets unless such loss or damage is caused by the Lender's fraud.

15. Power of attorney

The Company, by way of security, irrevocably appoints the Lender (whether or not a Receiver or administrator has been appointed) and also (as a separate appointment) any Receiver or administrator severally to be the attorney of the Company, with full power of substitution and delegation, in the Company's name and on the Company's behalf and as the Company's act and deed to sign or execute all deeds, instruments and documents or take continue or defend any proceedings which may be required by the Lender or any Receiver or administrator pursuant to this agreement or the exercise of any of their powers provided that, before the security constituted under this agreement has become enforceable, the Lender shall only be so appointed to take any such action that the Company is required to take under a Finance Document but has failed to take within the time period set out in such Finance Document.

16. Cumulative and continuing security and further assurance

- 16.1 This agreement is a continuing security to the Lender regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities.
- 16.2 This agreement is in addition to any other security, present or future, held by the Lender for the Secured Liabilities and will not merge with or prejudice such other security or any contractual or legal rights of the Lender.
- 16.3 The Company will at its own cost at the Lender's reasonable request execute any document and take any action required by the Lender to perfect this security or further to secure on the Charged Assets the Secured Liabilities.

17. Release of security

- 17.1 Upon the Lender being satisfied that the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full, and following a written request from the Company, the Lender will release the security provided for in this agreement.
- 17.2 Subject to the terms of any document effecting the same, any receipt, release or discharge of the security provided for in this agreement or of any liability arising under it will not release or discharge the Company from any liability which may exist independently of this agreement to the Lender.

18. Protection of third parties

- 18.1 No person dealing with the Lender or any Receiver will be concerned to enquire whether any power exercised or purported to be exercised by the Lender or any Receiver has become exercisable, or as to the propriety or regularity of any sale by the Lender or any Receiver.
- 18.2 All the protections to purchasers contained in sections 104 and 107 LPA 1925 and section 42(3) IA 1986 apply to any person dealing with the Lender or any Receiver.

19. New account

- 19.1 If the Lender receives notice of any subsequent Security Interest affecting the Charged Assets, the Lender may open a new account for the Company in its books.
- 19.2 If the Lender does not open such a new account, it will be deemed to have done so at the time when it received notice of the subsequent Security Interest and as from that time all payments made by the Company to the Lender will be treated as having been credited to the new account and will not operate to reduce the amount secured by this agreement as at the time when the notice was received.

20. Entry in the Land Registry

The Company will, following a request by the Lender, immediately request the Chief Land Registrar to enter a restriction or note on the register of any registered Insured Assets that except under an order of the Registrar, no disposition by the proprietor(s) of the land is to be registered without the consent of the registered proprietor of this agreement.

21. Indemnity

- 21.1 The Company will indemnify and keep indemnified the Lender, any Receiver or administrator and each agent or attorney appointed pursuant to this agreement from and against any and all reasonable expenses, claims, liabilities, losses, taxes, costs, duties, fees and charges suffered, properly incurred or made by any of them:
 - 21.1.1 in the exercise, preservation or enforcement of any rights, powers or discretions vested in them pursuant to this agreement; or
 - 21.1.2 on the release of any part of the Charged Assets from the security created by this agreement.
- 21.2 The Lender, any Receiver or administrator or any agent or attorney may retain and pay all matters mentioned in clause 21.1 out of money received under the powers conferred by this agreement.

22. Currency indemnity

- 22.1 If any payment in connection with this agreement is made or falls to be satisfied in a currency other than the currency in which the relevant payment is expressed to be payable, to the extent that the payment received by the Lender, at the rate of exchange, falls short of the amount expressed to be payable in connection with this agreement, the Company will indemnify the Lender against the amount of that shortfall.
- 22.2 For the purposes of clause 22.1 rate of exchange means the rate at which the Lender on or about the date of the relevant payment is able to purchase the currency in which the payment is expressed to be payable and will take into account any premium and other costs of exchange.

23. Costs

The Company will pay to the Lender on demand all reasonable costs, fees and expenses, including, but not limited to, legal fees and expenses, and taxes on such items properly incurred by the Lender or for which the Lender may become liable in connection with:

- 23.1 the negotiation, preparation and execution of this agreement;
- 23.2 the preserving or enforcing of, or attempting to preserve or enforce, any of its rights under this agreement;

- 23.3 any variation of or amendment or supplement to, any of the terms of this agreement; and
- 23.4 any consent or waiver required from the Lender in relation to this agreement.

24. Payment

- 24.1 All payments to be made by the Company under this agreement will be paid in immediately available, freely transferable cleared funds to an account nominated from time to time by the Lender for this purpose.
- 24.2 The Company will make all payments under this agreement without set-off or counterclaim and without withholding or deducting, except where required by law, any Taxes. If the Company is required by law to make any such withholdings or deductions, the Company will pay to the Lender additional amounts to ensure that the Lender receives a net amount equal to the full amount it would have received if no withholding or deduction had been required.
- 24.3 If the Company pays any additional amount to the Lender under clause 24.2 and the Lender effectively obtains a refund of tax or credit against tax by reason of such payment, the Lender will repay to the Company an amount equivalent to the tax credit.

25. Set-off

In addition to any lien or right to which the Lender may be entitled by law, the Lender may, following a Default Event, without notice and both before and after demand, set off the whole or any part of the Secured Liabilities against any deposit or credit balance on any account of the Company with the Lender, whether or not that deposit or balance is due to the Company.

26. Notices

- 26.1 Any notices or other communication given under this agreement must be in writing and served:
 - 26.1.1 by hand delivery to the recipient;
 - 26.1.2 by first class recorded delivery post addressed to the relevant party's address as specified in this agreement or such other address as a party may have last notified to the others; or
- 26.2 Any notice given pursuant to clause 26.1 is deemed to have been served:
 - 26.2.1 if delivered by hand, at the time of delivery; and
 - 26.2.2 if sent by post, within two Business Days of posting (if sent within the UK) and five Business Days (if sent outside of the UK).

27. Assignments

- 27.1 This agreement will be binding upon the respective heirs and successors of the parties.
- 27.2 The Company may not assign or transfer all or any part of its rights and/or obligations under this agreement without the prior written consent of the Lender.
- 27.3 This agreement and all or any of the rights and obligations under it may be assigned or transferred by the Lender. The Lender may also change its lending office without the consent of the Company. The Lender will notify the Company promptly following any change or assignment.

28. General

- 28.1 Time is of the essence of this agreement both as regards the dates and periods mentioned and as regards any dates or periods which may be substituted for them in accordance with this agreement or by agreement in writing by the parties.
- 28.2 Neither party will be affected by any delay or failure in exercising or any partial exercising of its rights under this agreement unless he has signed an express written waiver or release.
- 28.3 The provisions of this agreement and the rights and remedies of the parties under this agreement are cumulative and are without prejudice and in addition to any rights or remedies at law or in equity. No exercise by a party of any one right or remedy under this agreement, or at law or in equity will, except if the contrary is expressly stated, hinder or prevent the exercise by it of any such other right or remedy.
- 28.4 Any provision in this agreement which is held by any competent court or tribunal to be illegal or unenforceable will to the extent necessary be regarded as omitted from this agreement and the enforceability of the remainder will not be affected.
- 28.5 The Lender, at any time and from time to time, may delegate by power of attorney or in any other manner to any person or persons all or any of the powers, authorities and discretions which are for the time being exercisable by the Lender under this agreement in relation to all or any part of the Charged Assets. Any such delegation may be made upon such terms and subject to such regulations as the Lender may think fit. The Lender will not be in any way liable or responsible to the Company for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate.
- 28.6 The construction, validity and performance of this agreement are governed by the laws of England and the parties submit to the jurisdiction of the English courts.
- 28.7 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Schedule 1
Definitions and Interpretation
(Clause 1)

1. In this agreement, including the schedules, the following words and expressions have the following meanings:

Business Day	a day between Monday and Friday inclusive on which clearing banks are open in the City of London and Luxembourg.
Charged Assets	all the property and other assets of the Company which are charged under clause 3.
Default Event	the giving of notice, in accordance with paragraph 3.3 of the Conditions to the Loan Note Instrument, following the occurrence of the events listed in paragraph 3.3.1 to 3.3.5 (inclusive) of the Conditions to the Loan Note Instrument.
Derivative Assets	all stocks, shares, warrants or other securities, rights, dividends, interest or other property accruing offered issued or deriving from or incidental to the Shares or any such Derivative Asset.
Financial Collateral	has the meaning given to that expression in the Financial Collateral Regulations.
Financial Collateral Regulations	the Financial Collateral Arrangements (No. 2) Regulations 2003.
Finance Documents	the Loan Note Instrument, this agreement and any other agreement or document setting out the terms and conditions relating to any Secured Liabilities.
IA 1986	Insolvency Act 1986.
Insurance	the insurance of the Charged Assets referred to in clause 8.
Insured Assets	the Charged Assets falling within clauses 3.1.1 to 3.1.3.
Intellectual Property Rights	all patents, patent applications, know how, trade marks, service marks, trade and service mark applications, trade names, registered designs, design rights, copyrights or other similar industrial, Intellectual or commercial right subsisting anywhere in the world.
Legal Reservations	1. the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of

creditors;

2. the time barring of claims under the Limitation Act 1980, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim;
3. the limitation of the enforcement of the terms of leases of real property by laws of general application to those leases; and
4. similar principles, rights and remedies under the laws of any applicable jurisdiction.

Loan Note Instrument

the loan note instrument entered into by the Company on or about the date of this agreement constituting up to £8,500,000 of loan notes.

LPA 1925

Law of Property Act 1925.

Noteholders

the holders from time to time of loan notes constituted by the Loan Note Instrument.

Receiver

any receiver appointed over any Charged Assets whether under this agreement or by order of the court on application by the Lender and includes a receiver and manager and an administrative receiver.

Secured Liabilities

all monies, obligations and liabilities of any kind and in any currency owed or incurred by the Company to the Lender and/or the Noteholders under the Finance Documents, whether present or future, actual or contingent and whether incurred alone or jointly with another, together with the Lender's costs charges, commission and expenses.

Security Financial Collateral Arrangement

has the meaning given to it in the Financial Collateral Regulations.

Security Interest

any option, mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest, retention of title or other encumbrance of any kind securing, or any right conferring, a priority of payment in respect of any obligation of any person or a contractual right relating to shares or to any asset or liability.

Shares


all present and future shares, stocks, loan capital, securities, bonds and other investments (whether or not marketable) for the time being owned (at law or equity) by the Company.


Taxes

all present or future taxes, levies, duties, imports, charges, fees, deductions or withholdings of any nature which are imposed, levied, collected or withheld pursuant to any regulation having the force of law.

2. All references to a statutory provision include references to:
 - 2.1 any statutory modification, consolidation or re-enactment of it, whether before or after the date of this agreement, for the time being in force;
 - 2.2 all statutory instruments or orders made pursuant to it; and
 - 2.3 any statutory provision of which that statutory provision is a re-enactment or modification.
3. Words denoting the singular include the plural and vice versa, words denoting any gender include all genders and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.
4. The provisions of Schedule 1 apply unless the meaning attributed is inconsistent with the context of the relevant word or expression.
5. Unless otherwise stated, a reference to a clause, party or a schedule is a reference to respectively a clause in or a party or schedule to this agreement.
6. The clause headings are inserted for ease of reference only and do not affect the construction of this agreement.
7. If there is any conflict between the provisions of this agreement and the provisions of the Loan Note Instrument, the provisions of the Loan Note Instrument will prevail.

Executed as a deed by
INSTAVOLT LIMITED
 acting by a director in the presence of:

Signature.....
 Print name.....**ADRIAN PIKE**

Witness' signature: 
 Witness' name: **FILIP RAAIJ**
 Address: **CMS Cameron McKenna LLP**
78 Cannon Street
London
 Occupation: **EC4N 6AF**
TRAINING SOLUTION

Executed as a deed by
REEIF II LUXEMBOURG S.A.R.L
 acting by a manager/attorney in the presence of:

.....
 Signature of Manager/Attorney

Witness' signature:
 Witness' name:
 Address:

Communications to be delivered to:
 Address:

Occupation:

Fax Number:
 Attention:

Executed as a deed by
INSTAVOLT LIMITED
acting by a director in the presence of:

Witness' signature:

Witness' name:

Address:

Occupation:

Signature.....

Print name.....

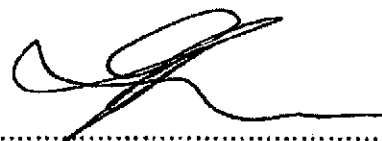
Executed as a deed by
REEIF II LUXEMBOURG S.A.R.L
acting by a ~~manager~~/attorney in the presence of:

Witness' signature: *J. J. J. J.*

Witness' name: *SKEAH LANE*

Address: *ZOUK CAPITAL, 100 BROMPTON
ROAD, LONDON, SN3 1ER*

Occupation: *FINANCE*



Signature of Manager/Attorney

Communications to be delivered to:

Address:

Fax Number:

Attention: