



Registration of a Charge

Company name: **EVOLVE PARENT LIMITED**

Company number: **10849128**

Received for Electronic Filing: **11/09/2018**



X7EA8Y2H

Details of Charge

Date of creation: **06/09/2018**

Charge code: **1084 9128 0001**

Persons entitled: **ASB BANK LIMITED**

Brief description: **NONE**

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:

JACK BODKIN



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10849128

Charge code: 1084 9128 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th September 2018 and created by EVOLVE PARENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th September 2018 .

Given at Companies House, Cardiff on 13th September 2018

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**

DEBENTURE DEED OF ACCESSION

THIS DEED is made on 6 September 2018

BETWEEN:

- (1) Evolve Parent Limited (registered number 10849128) with its registered office at Imperial Place, 2 Maxwell Road, Borehamwood, England, WD6 1JN (*Evolve Parent*) and Evolve Analytics Limited (registered number 2950904) with its registered office at Imperial Place, 2 Maxwell Road, Borehamwood, England, WD6 1JN (*Evolve Analytics*);
- (2) Gentrack Group Limited for itself and as attorney for each of the other Chargors under and as defined in the Security Agreement referred to below (the *Parent*); and
- (3) ASB Bank Limited for itself and as agent and trustee for each of the other Secured Creditors under and as defined in the Security Agreement referred to below (the *Lender*).

WHEREAS:

- (A) Each Additional Chargor is a wholly-owned Subsidiary of the Parent.
- (B) The Parent has entered into a security agreement dated 23 May 2017 (the *Security Agreement*) between, amongst others, the Parent and the Lender (a copy of the Security Agreement is included as an Appendix to this Deed).
- (C) The Additional Chargors have agreed to enter into this Deed and to become Chargors under the Security Agreement.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

- (a) Terms defined in the Security Agreement have the same meaning in this Deed unless given a different meaning in this Deed. In addition:

"Additional Chargors" means Evolve Parent and Evolve Analytics;

"Excluded Assets" means all of Evolve Analytics' rights, title and interest from time to time (if any) in the Excluded Lease and the Excluded Property;

"Excluded Lease" means the lease relating to office premises on part of ground floor, Building 2, Imperial Place, Borehamwood WD6 1JN dated 5 December 2013 between Gresham Borehamwood IP S.A.R.L. as original landlord, Evolve Analytics as original tenant and Enserve Group Limited as original guarantor (as amended, assigned, novated or substituted from time to time);

"Excluded Property" means the Property (as defined in the Excluded Lease); and

"Software Application" means a solution developed by Evolve Analytics that ingests and reconciles meter point data for utility suppliers.

- (b) This Deed is a Finance Document.

2. ACCESSION

Subject to Clause 4 (*Exceptions*) of this Deed, with effect from the date of this Deed, each Additional Chargor:

- (a) will become a party to the Security Agreement as a Chargor; and
- (b) will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor.

3. SECURITY

- (a) Paragraphs (b) to (f) inclusive below apply without prejudice to the generality of Clause 2 (*Accession*) of this Deed (but, for the avoidance of doubt, subject to Clause 4 (*Exceptions*) of this Deed).
- (b) Each Additional Chargor mortgages, charges, assigns or agrees to assign by way of security to the Lender all its rights, title and interest in and to the Security Assets specified in the Schedule to this Deed opposite its name on the terms of clauses 3.1 (*Legal mortgages*) to 3.3 (*Assignments*) (inclusive) of the Security Agreement provided that:
 - (i) the Real Property charged by way of legal mortgage shall include the Real Property referred to in Part A (*Real Property*) of the Schedule (*Security Assets*) to this Deed (if any); and
 - (ii) the Group Shares charged by way of fixed charge shall include the Group Shares referred to in Part B (*Group Shares*) of the Schedule (*Security Assets*) to this Deed (if any);
 - (iii) the Accounts charged by way of fixed charge shall include the Accounts referred to in Part C (*Accounts*) of the Schedule (*Security Assets*) to this Deed (if any);
 - (iv) the Assigned Agreements assigned by way of security or, to the extent not effectively assigned by way of security, charged by way of fixed charge shall include the Assigned Agreements referred to in Part D (*Assigned Agreements*) of the Schedule (*Security Assets*) to this Deed (if any); and
 - (v) the Intellectual Property charged by way of fixed charge shall include the Specified Intellectual Property referred to in Part E (*Specified Intellectual Property*) of the Schedule (*Security Assets*) to this Deed (if any).
- (c) Subject to Clause 4 (*Exceptions*) of this Deed, all Security:

- (i) is created in favour of the Lender for itself and on behalf of any other Secured Creditors;
- (ii) is created over the present and future assets of each Additional Chargor; and
- (iii) is a continuing security for the payment, discharge and performance of all of the Secured Obligations and will extend to the ultimate balance of all sums payable under the Finance Documents regardless of any intermediate discharge in whole or in part; and
- (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 but in each case so that the covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 in relation to such mortgage, charge or assignment are construed with the omission of:
 - (A) the words “other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about” in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994;
 - (B) the words “except to the extent that” and all the words thereafter in section 3(2) of the Law of Property (Miscellaneous Provisions) Act 1994; and
 - (C) section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994.
- (d) Subject to Clause 4 (*Exceptions*), if an Additional Chargor purports to mortgage, assign or charge (absolutely or by way of first fixed mortgage or charge) an asset under this Deed and such mortgage, assignment or fixed charge breaches a term of an agreement binding on such Additional Chargor in respect of that asset because the consent of a person (other than a member of the Group or an Investor) has not been obtained:
 - (i) the relevant Additional Chargor shall notify the Lender immediately;
 - (ii) subject to paragraph (iv) below, the relevant mortgage, assignment or fixed charge hereunder will extend to (to the extent no breach of the relevant agreement would occur) the Related Rights in respect of that asset but will exclude the asset itself;
 - (iii) unless the Lender otherwise requires, the relevant Additional Chargor shall use best endeavours to obtain the consent of the relevant person and, once obtained, shall promptly provide a copy of that consent to the Lender; and
 - (iv) forthwith upon receipt of the relevant consent, the relevant asset shall become subject to the Security in favour of the Lender under this Deed and the Security Agreement.
- (e) The Lender holds the benefit of this Deed for itself and on trust for each of the other Secured Creditors.

- (f) The fact that the details of any assets in the Schedule to this Deed are incorrect or incomplete shall not affect the validity or enforceability of this Deed or the Security Agreement in respect of the assets of any Additional Chargor.

4. EXCEPTIONS

Notwithstanding anything else in the Security Agreement, this Deed or any other Finance Document:

- (a) Evolve Analytics does not (and shall not be obliged to) mortgage, assign or charge any Excluded Asset under the Security Agreement or, as the case may be, this Deed;
- (b) Real Property and Security Assets shall exclude the Excluded Assets;
- (c) Evolve Analytics shall not be obliged to seek the consent of any third party to mortgage, assign or charge any Excluded Asset;
- (d) the Lender consents to the Excluded Property and the Excluded Lease being omitted from Part A (*Real Property*) of the Schedule (*Security Assets*) to this Deed and agrees that such omission shall not result in any breach of, or misrepresentation under, any Finance Document;
- (e) if the Lender gives notice to Evolve Analytics under clause 11.1 (*Notices*) of the Security Agreement, Evolve Analytics shall be entitled to specify "Not blocked" under the heading "Status" in the Schedule to any notice given pursuant to the Security Agreement to the Account Bank in respect of the account (with account number "██████████") referred to in Part C (*Accounts*) of the Schedule (*Security Assets*) to this Deed;
- (f) if any Chargor gives notice to an Account Bank, an insurer or any other person which is not a member of the Group under clause 11.1 (*Notices*), 13.1 (*Notices*) or, as the case may be, 14.1 (*Notices*) of the Security Agreement, that Chargor shall not be obliged to procure (and that Chargor shall not be in breach of the Security Agreement if it does not procure) that such Account Bank, insurer or person delivers to the Lender a duly completed acknowledgement of such notice, provided that such Chargor uses its best endeavours to ensure that such Account Bank, insurer or person delivers to the Lender a duly completed acknowledgment of such notice; and
- (g) each Chargor which is not a party to this Deed may rely on Clause 4(f) and enforce its terms under the Contracts (Rights of Third Parties) Act 1999. Notwithstanding any term of this Deed, no consent of a person who is not a party to this Deed is required for any termination or amendment of this Deed.

5. MISCELLANEOUS

With effect from the date of this Deed, subject to Clause 4 (*Exceptions*) of this Deed:

- (a) the Security Agreement will be read and construed for all purposes as if each Additional Chargor had been an original party in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this Deed);

- (b) any reference in the Security Agreement to “this Security Agreement” and similar phrases will include this Deed and all references in the Security Agreement to any relevant schedule to the Security Agreement (or any part of it) will include a reference to the Schedule to this Deed (or relevant part of it);
- (c) the Parent, for itself and as agent for each of the other Chargors under the Security Agreement, agrees to all matters provided for in this Deed; and
- (d) the Parent and the Lender hereby approve the form of this Deed for the purpose of the definition of "Accession Document" in the Security Agreement.

6. GOVERNING LAW

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

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE

SECURITY ASSETS

Part A Real Property

Not applicable.

Part B Group Shares

Chargor	Group Member	Number and class of shares	Details of nominees holding legal title
Evolve Parent Limited	Evolve Analytics Limited	1224 Ordinary Shares of £1.00	Not applicable

Part C Accounts

Chargor	Account Bank	Account Number	Sort Code	Description
Evolve Analytics Limited	HSBC Bank plc	██████████	██████████	Evolve Analytics Limited

Part D Assigned Agreements

Not applicable

Part E Specified Intellectual Property

Chargor	Specified Intellectual Property
Evolve Analytics Limited	Copyright in the Software Application and know-how

APPENDIX
THE SECURITY AGREEMENT

Dated

23 MAY 2017

THE COMPANIES NAMED IN SCHEDULE 1 OF THIS AGREEMENT
as Original Chargors

and

ASB BANK LIMITED
as Lender

SECURITY AGREEMENT

ROPES & GRAY

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THIS AGREEMENT is made on 23 May 2017 between the following parties:

- (1) **THE COMPANIES NAMED IN SCHEDULE 1** as original chargors (the “**Original Chargors**”); and
- (2) **ASB BANK LIMITED** (the “**Lender**”).

WHEREAS:

- (A) Each Chargor is required to enter into this Security Agreement as a condition of the Finance Documents.
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Security Agreement, unless the context otherwise requires, (a) words and expressions defined in the Senior Facility Agreement shall have the same respective meanings; and (b) the following words and expressions shall have the meanings given to them in this Clause 1 (*Definitions and Interpretations*).

“**Accession Document**” means a deed of accession substantially in the form set out in Schedule 6 (*Form of Deed of Accession*) (or such other form as the Lender and the Parent may approve).

“**Account**” means, in relation to a Chargor:

- (a) any of its accounts specified as such in Part 3 of Schedule 2 (*Security Assets*) or in Part C of the Schedule to any Accession Document (as applicable) and, in each case, all Related Rights; and
- (b) any other account opened or maintained by it (including any replacement account or subaccount of such account) and all Related Rights.

“**Account Bank**” means any bank, building society, financial institution or other person with whom an Account is maintained by a Chargor.

“**Additional Chargor**” means a person who has acceded to this Agreement as an Additional Chargor by executing an Accession Document.

“**Assigned Agreements**” means any agreement specified as such in Part 4 of Schedule 2 (*Security Assets*) or in Part D of the Schedule to any Accession Document (as applicable) and, in each case, any other agreement designated as an Assigned Agreement by a Chargor and the Lender and (in each case) all Related Rights.

“**Chargor**” means the Original Chargor and each Additional Chargor.

"Default Rate" means the rate at which interest is payable under Clause 10 (*Default interest*) of the Senior Facility Agreement.

"Enforcement Event" means the occurrence of an Event of Default under the Senior Facility Agreement.

"Final Discharge Date" means the first date on which all Secured Obligations have been fully and finally discharged to the satisfaction of the Lender, whether or not as a result of an enforcement, and the Secured Creditors are under no further obligation to provide financial accommodation to any of the Obligors under the Finance Documents.

"Group" means the Consolidated Group.

"Group Shares" means, in relation to a Chargor, the shares in any member of the Group owned legally or beneficially by it or held it (including the shares identified in respect of that Chargor in Part 2 of Schedule 2 (*Security Assets*) or in Part B of the Schedule to any Accession Document (as applicable)) and, in each case, all Related Rights.

"Insurance Policy" means, in relation to a Chargor, any contract or policy of insurance of any kind (other than in relation to third party liabilities or similar claims) in which that Chargor has an interest from time to time and all Related Rights.

"Intellectual Property" means (i) any patents, trade marks, service marks, designs, logos, trade names, domain names, copyrights (including rights in computer software), database rights, semi-conductor topography rights, utility models, rights in designs, rights in get up, rights in inventions, rights in know-how, moral rights and other intellectual property rights and interests (which may now or in the future subsist), in each case whether registered or unregistered, and (ii) the benefit of all applications and all rights to use such assets (which may now or in the future subsist) and registered includes registrations and applications for registration.

"Investments" means, in relation to a Chargor, any stock, share, debenture, loan stock, security, bond, warrant, coupon, interest in any investment fund and any other investment (whether or not marketable) whether held directly by or to the order of that Chargor or by any trustee, fiduciary or clearance system on its behalf (including the Group Shares) and all Related Rights.

"Land Registry" means H.M. Land Registry.

"Monetary Claims" means, in relation to a Chargor, any book and other debts and monetary claims owing to that Chargor (other than in respect of any Account) and all Related Rights.

"Parent" means Gentrack Group Limited.

"Real Property" means, in relation to a Chargor:

- (a) any freehold, leasehold, licence or other interest in any immovable property (including the property identified in respect of that Chargor in Part 1 of

Schedule 2 (*Security Assets*) or in Part A of the Schedule to any Accession Document (as applicable) (if any)) and, in each case, all Related Rights; and

- (b) any buildings, trade and other fixtures or fittings forming part of such property and all Related Rights.

“Receiver” means a receiver and manager or other receiver appointed under this Security Agreement in respect of the Security Assets and shall, if allowed by law, include an administrative receiver.

“Related Rights” means, in relation to any asset:

- (a) all rights under any licence, agreement for sale or agreement for lease or other use in respect of all or any part of that asset;
- (b) all rights, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of any part of that asset;
- (c) the proceeds of sale of all or any part of that asset; and
- (d) any other moneys paid or payable in respect of that asset.

“Secured Creditors” means the Lender and any Receiver.

“Secured Obligations” means all money, obligations or liabilities due, owing or incurred to the Lender by any Obligor (including under or as contemplated by any Finance Document) at present or in the future, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and all losses incurred by the Lender in connection therewith except for any money, obligation or liability which, if it were so included, would cause the infringement of section 678 of the Companies Act 2006.

“Security” means a mortgage, charge, pledge or lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

“Security Assets” means all the assets and undertaking of each Chargor from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) pursuant to this Security Agreement.

“Security Interest” means all or any of the Security created or expressed to be created in favour of the Lender by or pursuant to this Security Agreement.

“Senior Facility Agreement” means the senior facility agreement dated 28 March 2017 between, among others, the Parent and the Lender.

“Specified Intellectual Property” means, in relation to a Chargor, the Intellectual Property identified in Part 5 of Schedule 2 (*Security Assets*) or in Part E of the Schedule to any Accession Document (as applicable) and any other Intellectual Property notified to the Lender pursuant to Clause 15.2 (*Other undertakings*) and (in each case) all Related Rights.

1.2 Construction

- (a) The provisions of Clause 1.2 (*Construction*) of the Senior Facility Agreement shall apply to this Security Agreement as if set out in full with references to “this agreement” being treated as references to this Security Agreement.
- (b) A reference in this Security Agreement to any stock, share, debenture, loan stock, security, bond, warrant, coupon, interest in any investment fund and any other investment includes:
 - (i) all dividends, interest, coupons and other distributions paid or payable;
 - (ii) all stocks, shares, securities, rights, moneys, allotments, benefits and other assets accruing or offered at any time by way of redemption, substitution, conversion, exchange, bonus or preference, under option rights or otherwise; and
 - (iii) any rights against any clearance system and any right under any custodian or other agreement,in relation to that stock, share, debenture, loan stock, security, bond, warrant, coupon, interest in any investment fund or other investment.
- (c) The terms of the other Finance Documents and of any side letters relating to the Finance Documents are incorporated in this Security Agreement to the extent required for any contract for the purported disposition of any Security Assets contained in this Security Agreement to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (d) The fact that the details of any assets in the Schedules to either this Security Agreement or any Accession Document are incorrect or incomplete shall not affect the validity or enforceability of this Security Agreement in respect of the assets of any Chargor.

1.3 Trustee Act 1925 and Trustee Act 2000

- (a) Section 1 of the Trustee Act 2000 shall not apply to any function of the Lender. Where there are any inconsistencies between the Trustee Act 1925 or the Trustee Act 2000 and the provisions of this Security Agreement, the provisions of this Security Agreement shall, to the extent allowed by law, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this Security Agreement shall constitute a restriction or exclusion for the purposes of the Trustee Act 2000.
- (b) For the avoidance of doubt:
 - (i) the Lender may retain or invest in securities payable to bearer without appointing a person to act as a custodian; and
 - (ii) sections 22 and 23 of the Trustee Act 2000 shall not apply to this Security Agreement.

1.4 Third parties

- (a) Except as otherwise expressly provided in Clause 16.6(a) (*Protection of third parties*), Clause 24 (*Expenses and Indemnities*) or elsewhere in this Security Agreement, the terms of this Security Agreement may be enforced only by a party to it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.
- (b) Notwithstanding any term of this Security Agreement no consent of a third party is required for any termination or amendment of this Security Agreement.

2. COVENANT TO PAY

- (a) Each Chargor, as primary obligor and not merely as surety, covenants with the Lender that it will pay or discharge promptly on demand all of the Secured Obligations on the date(s) on which such Secured Obligations is expressed to become due and in the manner provided for in the relevant Finance Document.
- (b) Each Chargor acknowledges to the Lender that the amount secured by this Security Agreement and in respect of which this Security Agreement and the security hereby created is enforceable is the full amount of the Secured Obligations.

3. CREATION OF SECURITY

3.1 Legal mortgages

Each Chargor charges and agrees to charge in favour of the Lender by way of first legal mortgage the Real Property in England or Wales vested in it on the date of this Security Agreement.

3.2 Fixed charges

Each Chargor charges and agrees to charge in favour of the Lender by way of first fixed charge all its rights, title and interest from time to time in and to:

- (a) the Real Property (to the extent not the subject of a mortgage under Clause 3.1 (*Legal mortgages*));
- (b) the Group Shares;
- (c) the Investments;
- (d) any plant and machinery, vehicles, office equipment, computers and other chattels (excluding any forming part of its stock in trade or work in progress) and all Related Rights;
- (e) the Accounts;
- (f) to the extent not effectively assigned under Clause 3.3 (*Assignments*), the Insurance Policies and the Assigned Agreements to which it is party;

- (g) any goodwill and rights in relation to its uncalled capital;
- (h) the benefit of all consents and agreements held by it in connection with the use of any of its assets;
- (i) the Intellectual Property;
- (j) any beneficial interest, claim or entitlement of it to any assets of any pension fund; and
- (k) the Monetary Claims.

3.3 Assignments

Each Chargor assigns and agrees to assign by way of security, absolutely and unconditionally, to the Lender all its rights, title and interest from time to time in and to:

- (a) the Insurance Policies; and
- (b) each Assigned Agreement to which it is a party.

3.4 Floating charge

- (a) Each Chargor charges in favour of the Lender by way of first floating charge all its present and future undertaking and assets of whatever type and wherever located.
- (b) The floating charge created by each Chargor pursuant to paragraph (a) of this Clause 3.4 shall be deferred in point of priority to all other Security.
- (c) The floating charge created by each Chargor pursuant to paragraph (a) of this Clause 3.4 is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Security Agreement.

4. CONVERSION OF FLOATING CHARGE

4.1 Conversion by notice

The Lender may by notice in writing to a Chargor convert the floating charge created by that Chargor under 3.4(a) (*Floating charge*) with immediate effect into fixed charges as regards all or any of such Chargor's assets, rights and property specified in the notice if:

- (a) an Enforcement Event has occurred; or
- (b) the Lender considers any Security Asset subject to such floating charge 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

- (c) the Lender considers that such conversion is desirable in order to protect the value of the Security Assets or the priority of the Security.

4.2 Automatic conversion

The floating charge created under Clause 3.4(a) (*Floating charge*) shall automatically and immediately be converted into a fixed charge over all of a Chargor's assets, rights and property not already subject to an effective fixed charge:

- (a) if that Chargor takes any step to create any Security Interest in breach of Clause 7 (*Restriction on dealings*) over any of the Security Assets subject to such floating charge; or
- (b) if any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of the Security Assets subject to such floating charge; or
- (c) on the taking of any corporate action, legal proceedings or other procedure referred to in paragraphs (f), (g), (h), (i) and (j) of Clause 19.1 (*Event of Default*) of the Senior Facility Agreement in respect of that Chargor.

4.3 Moratorium

The floating charge created under Clause 3.4(a) (*Floating charge*) may not be converted into a fixed charge solely by reason of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under the Insolvency Act 2000.

4.4 Reconversion to floating charge

Any floating charge which has crystallised under Clause 4.1 (*Conversion by notice*) or Clause 4.2 (*Automatic conversion*) may by notice in writing given at any time by the Lender (acting on the unanimous instructions of each Secured Creditor) to the relevant Chargor be reconverted into a floating charge under Clause 3.4(a) (*Floating charge*) in relation to the assets, rights and property specified in such notice.

5. RELEASE AND REASSIGNMENT

Upon the irrevocable payment, discharge and performance of all of the Secured Obligations (but subject to Clause 6(f) (*Provisions relating to Security*)) and provided that no Event of Default shall have occurred and be subsisting at the date of the request and the Lender is not required to make available any further financial accommodation to any Obligor), the Lender shall, at the request and cost of the Parent:

- (a) release and re-assign to the relevant Chargor the rights, title and interest in and to the Security Assets; and
- (b) execute such notices and directions to any persons as the relevant Chargor may reasonably require in order to give effect to such release and re-assignment,

in each case, without recourse to or any representation or warranty by any Secured Creditor or any other person.

6. PROVISIONS RELATING TO SECURITY

(a) All Security:

- (i) is created in favour of the Lender for itself and on behalf of each of the other Secured Creditors;
- (ii) is created over the present and future assets of each Chargor; and
- (iii) is a continuing security for the payment, discharge and performance of all of the Secured Obligations and will extend to the ultimate balance of all sums payable under the Finance Documents regardless of any intermediate payment or discharge in whole or in part.

(b) The Security created pursuant to this Security Agreement shall be in addition to and not in substitution for or derogation of any other security (whether given by the Chargors or otherwise) now or from time to time hereafter held by the Lender or any other Secured Creditor in respect of or in connection with any or all of the Secured Obligations.

(c) If a Chargor purports to mortgage, assign or charge (absolutely or by way of first fixed mortgage or charge) an asset under this Security Agreement and such mortgage, assignment or charge breaches a term of an agreement binding on that Chargor in respect of that asset because the consent of a person (other than a member of the Group) has not been obtained:

- (i) that Chargor shall notify the Lender immediately;
- (ii) subject to paragraph (iv) of this Clause 6(c), the relevant mortgage, assignment or fixed charge hereunder will extend to (to the extent no breach of the relevant agreement would occur) the Related Rights in respect of that asset but will exclude the asset itself;
- (iii) unless the Lender otherwise requires, that Chargor shall use best endeavours to obtain the consent of the relevant person and, once obtained, shall promptly provide a copy of that consent to the Lender; and
- (iv) forthwith upon receipt of the relevant consent, the relevant asset shall become subject to the Security in favour of the Lender under Clause 3.1 (*Legal mortgages*), Clause 3.2 (*Fixed charges*) or Clause 3.3 (*Assignments*).

(d) The Lender holds the benefit of this Security Agreement on trust for itself and each of the other Secured Creditors.

(e) The Security created pursuant to this Security Agreement by each Chargor is made with full title guarantee under the Law of Property (Miscellaneous Provisions) Act 1994 but in each case so that the covenants implied by the

Law of Property (Miscellaneous Provisions) Act 1994 in relation to such mortgage, charge or assignment are construed with the omission of:

- (i) the words “other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about” in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994;
 - (ii) the words “except to the extent that” and all the words thereafter in section 3(2) of the Law of Property (Miscellaneous Provisions) Act 1994; and
 - (iii) section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994.
- (f) If the Lender considers that an amount paid to a Secured Creditor under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then the Security and the liability of each Chargor under this Security Agreement shall continue and that amount will not be considered to have been irrevocably paid for the purposes of this Security Agreement.

7. RESTRICTION ON DEALINGS

No Chargor may:

- (a) create or permit to subsist any Security Interest on any of the Security Assets; or
- (b) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) assign, charge, transfer or dispose of all or any part of its rights, title and interest in and to the Security Assets,

unless permitted to do so under the Senior Facility Agreement.

8. REPRESENTATIONS AND WARRANTIES

8.1 Representations and warranties

Each Chargor represents and warrants to each Secured Creditor as follows:

- (a) Accuracy of information

As at the date of this Security Agreement, Schedule 2 (*Security Assets*) (or, in the case of an Additional Chargor, as at the date of its accession to this Security Agreement, the Schedule to the relevant Accession Document) identifies:

- (i) all of the Real Property falling within paragraph (a) of that definition, Group Shares, Assigned Agreements and Accounts in which it has any interest (whether direct or indirect); and

- (ii) 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.
- (b) Investments
 - (i) The Investments which it purports to mortgage or charge under this Security Agreement are duly authorised, validly issued and fully paid.
 - (ii) It has not nominated any person to enjoy or exercise any right relating to the Investments pursuant to Part 9 of the Companies Act 2006 or otherwise.
- (c) Assigned Agreements
 - (i) Its obligations under each Assigned Agreement to which it is a party are valid, legally binding and, subject to all applicable bankruptcy, re-organisation, insolvency, moratorium or similar laws affecting creditors' rights generally and equitable principles of general application regardless of whether enforcement is sought in a proceeding in equity or at law, enforceable in accordance with their terms.
 - (ii) There is no prohibition on assignment in any Assigned Agreement to which it is party that has not been waived by the other parties to it and the entry into and performance by it of this Security Agreement does not conflict with any term of any Assigned Agreement to which it is party.
- (d) Security Assets
 - (i) It is the sole legal and beneficial owner of, and absolutely entitled to, the assets it purports to mortgage, charge or assign under this Security Agreement (save, where relevant, in respect of the legal ownership of any of its Investments registered in the name of its nominee or in the name of the Lender (or its nominee) pursuant to this Security Agreement).
 - (ii) It has not mortgaged, charged or assigned or otherwise encumbered or disposed of any of the assets it purports to mortgage, charge or assign under this Security Agreement.
 - (iii) The assets it purports to mortgage, charge or assign under this Security Agreement are free from any Security Interest or option to purchase or similar right, in each case other than any Security Interest expressly permitted under the Senior Facility Agreement.

8.2 Times for making representations and warranties

The representations and warranties set out in Clause 8.1 (*Representations and warranties*):

- (a) are made by the Original Chargor on the date of this Security Agreement (or, in the case of an Additional Chargor, on the date of its accession to this Security Agreement, the Schedule to the relevant Accession Document); and
- (b) (other than the representations and warranties set out in Clause 8.1(a) (*Accuracy of information*)) are deemed to be repeated by each Chargor on each date prior to the Final Discharge Date on which any of the representations and warranties set out in Clause 17 (*Representations*) of the Senior Facility Agreement are repeated,

in each case by reference to the circumstances existing at that time.

9. REAL PROPERTY

9.1 Documents of title relating to Real Property

Each Chargor shall, on the date of this Security Agreement, and thereafter at the request of the Lender on or after the acquisition by that Chargor of any interest in any Real Property, deposit all deeds and documents of title relating to its Real Property with the Lender (or as it shall direct). The Lender is entitled to hold and retain all such deeds and documents of title until the Final Discharge Date or, if earlier, until the Real Property to which such deeds or documents of title relate is released from the Security in accordance with the Finance Documents.

9.2 Land Registry

- (a) Each Chargor undertakes to make or procure that there is made a due application to the Land Registry in respect of any Real Property that is registered land (with the Chargor's consent as proprietor of the relevant registered estate):

- (i) to enter a restriction in the following terms on the relevant register of title:

"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 in the security agreement dated [●] in favour of [●] (as agent and trustee for itself and each of the other Secured Creditors referred to in that security agreement) or its conveyancer"; and

- (ii) to enter an obligation to make further advances on the relevant register of title.
- (b) Each Chargor certifies to the Land Registry that the Security does not contravene any of the provisions of the memorandum or articles of association or other constitutive documents of that Chargor.

9.3 Acquisitions of Real Property

- (a) Each Chargor shall immediately notify the Lender of the acquisition of any Real Property and shall:

- (i) immediately on request by the Lender and at the cost of the relevant Chargor, execute and deliver to the Lender a legal mortgage of that Real Property in favour of the Lender in any form (consistent with this Security Agreement) as the Lender may require;
- (ii) if the title to that Real Property is registered at the Land Registry or required to be so registered, make (as applicable) a due application for registration of that Chargor as proprietor of the Real Property and of the Lender as proprietor of any legal mortgage entered into pursuant to paragraph (i) of this Clause 9.3; and
- (iii) in any event take all necessary steps for the noting of the Security in the relevant register of title at the Land Registry.

9.4 Other undertakings

- (a) Each Chargor shall:
 - (i) keep its Real Property in good and substantial repair and condition to the satisfaction of the Lender;
 - (ii) perform and observe in all material respects all the covenants, conditions and stipulations (whether as landlord or tenant) in any lease, agreement for lease or other right to occupy in respect of any of its Real Property and shall not do or permit to subsist any act or thing as a result of which any such lease, agreement for lease or other right to occupy may be subject to determination or right of re-entry or forfeiture prior to the expiration of its term;
 - (iii) not at any time without the prior written consent of the Lender sever or remove any of the fixtures forming part of its Real Property or any of the plant and machinery (other than stock in trade or work in progress) on or in its Real Property if to do so would reasonably be expected to have a materially adverse effect of the value, saleability or use of the Real Property or the enforceability of the Security; and
 - (iv) comply with all planning laws and regulations and the terms of any authorisation in respect of any such planning laws and regulations, in each case relating to any of its Real Property.
- (b) Each Chargor shall, within 14 days of receipt of any application, requirement, order or notice served or given by any public or local or any other authority with respect to all or any part of its Real Property which would be reasonably likely to have a materially adverse effect on its value, saleability or use, deliver a copy to the Lender and inform the Lender of the steps taken or proposed to be taken to comply with the requirements of that notice.
- (c) No Chargor shall without the prior written consent of the Lender:
 - (i) grant or agree to grant (whether in exercise of or independently of any statutory power) any lease or tenancy;

- (ii) agree to any amendment or waiver or surrender of any lease or tenancy;
- (iii) commence any forfeiture proceedings in respect of any lease or tenancy;
- (iv) part with possession or confer upon any person any contractual licence or right to occupy;
- (v) consent to any assignment of any tenant's interest under any lease or tenancy;
- (vi) agree to any rent review in respect of any lease or tenancy; or
- (vii) serve any notice on any former tenant under any lease or tenancy (or any guarantor of that former tenant) which would entitle it to a new lease or tenancy,

in respect of all or any part of its Real Property.

(d) No Chargor shall:

- (i) make or permit others to make any application for planning permission in respect of any part of its Real Property; or
- (ii) carry out or permit to be carried out on any part of its Real Property any development for which the permission of the local planning authority is required,

if it could reasonably be expected to have a materially adverse effect on the value, saleability or use of that Real Property or the enforceability of the Security.

(e) Each Chargor shall:

- (i) grant the Lender and its lawyers on reasonable request all facilities within the power of that Chargor to carry out investigations of title in respect of any Real Property and to make such enquiries in relation to any Real Property as a prudent mortgagee might carry out; and
- (ii) as soon as practicable following a request of the Lender, supply a report as to the title of that Chargor in respect of any Real Property in relation to those matters which may properly be sought to be covered by a prudent mortgagee in a report of that nature.

(f) If any Chargor fails to comply with any of the undertakings in this Clause 9 (*Real Property*), the Lender (and its agents and contractors) shall be entitled to do such things as it considers are necessary or desirable to remedy such failure. That Chargor shall immediately on request by the Lender pay the costs and expenses of the Lender (and its agents and contractors) incurred (together with any interest at the Default Rate for the period from and

including the date incurred up to and excluding the date reimbursed) in connection with any action taken under this Clause 9 (*Real Property*).

10. MONETARY CLAIMS

10.1 Undertakings

Each Chargor shall:

- (a) collect and realise its Monetary Claims in a prudent manner (as agent for the Lender) and pay the proceeds of those Monetary Claims into an Account forthwith upon receipt (and such proceeds shall be held upon trust by that Chargor for the Lender prior to such payment); and
- (b) not factor, discount or otherwise deal with its Monetary Claims save as provided for in paragraph (a) of this Clause 10.1 (or enter into any agreement for such factoring, discounting or dealing),

in each case save as permitted by the Senior Facility Agreement.

10.2 Exercise of rights on Enforcement Event

- (a) On and after the occurrence of an Enforcement Event, no Chargor shall be entitled to withdraw or otherwise transfer the proceeds of collection or realisation of any Monetary Claims standing to the credit of any Account without the prior written consent of the Lender.
- (b) On and after the occurrence of an Enforcement Event, each Chargor shall give notice to the debtors in respect of any Monetary Claims in such form as the Lender may require.

11. ACCOUNTS

11.1 Notices

Each Chargor shall, within ten (10) Business Days following receipt of written notice from the Lender, give notice to each Account Bank substantially in the form set out in Schedule 3 (*Notice for Accounts*) and shall procure that the Account Bank delivers to the Lender a duly completed acknowledgement of such notice.

11.2 Other undertakings

- (a) Prior to the occurrence of an Enforcement Event, each Chargor shall (subject to the terms of the Senior Facility Agreement) be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account.
- (b) Each Chargor shall, within ten (10) Business Days following receipt of written notice from the Lender, promptly deliver to the Lender details of any Account maintained by it (unless such details are set out in Part 3 of Schedule 2 (*Security Assets*) or Part C of the Schedule to any Accession Document (as applicable)).

11.3 Exercise of rights on Enforcement Event

On and after the occurrence of an Enforcement Event:

- (a) no Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior written consent of the Lender; and
- (b) the Lender shall be entitled without notice to withdraw, apply, transfer or set off any or all of the credit balances from time to time on any Account in or towards payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 23 (*Application of Proceeds*).

12. INVESTMENTS

12.1 Documents of title relating to Investments

Each Chargor shall, on the date of this Security Agreement or, if later, upon becoming entitled to the relevant Investments, deliver to the Lender in the agreed form:

- (a) all stock and share certificates and other documents of title relating to its Investments; and
- (b) all stock transfer forms (executed in blank and left undated) and other documents that the Lender may request in respect of such Investments (including declarations of trust in relation to any Investments in which that Chargor has an interest that are not held in its sole name).

12.2 Voting Power

- (a) Prior to the occurrence of a Voting Event:
 - (i) each Chargor may continue to exercise the voting rights, powers and other rights in respect of its Investments (subject to paragraph (b) of this Clause 12.2); and
 - (ii) if the Investments of a Chargor have been registered in the name of the Lender (or its nominee), the Lender (or its nominee) shall exercise the voting rights, powers and other rights in respect of such Investments in such manner as that Chargor may direct in writing from time to time.
- (b) No Chargor shall exercise any of its voting rights, powers and other rights in respect of its Investments (or direct the Lender (or its nominee) to exercise such voting rights, powers and other rights) in any manner which varies the rights attaching to or conferred by the Investments in any way which could reasonably be expected to adversely affect the interests of the Secured Creditors or which could reasonably be expected to prejudice the value of or the ability of the Lender to realise the Security in respect of such Investments.
- (c) Before the occurrence of a Voting Event, voting power (for the purposes of section 435(10) of the Insolvency Act 1986) in respect of its Investments shall

remain with the Chargor and shall not pass to the Lender or any Secured Creditor.

- (d) In this Clause 12.2, a “**Voting Event**” in relation to a particular Investment means service of a notice by the Lender (either specifying that Investment or generally in relation to all or a designated class of Investments) on the Chargor on or following an Enforcement Event specifying that control over voting rights are to pass to the Lender.

12.3 Other Undertakings

- (a) Prior to the occurrence of an Enforcement Event, each Chargor shall be entitled to receive and retain all dividends or other income or distributions paid or payable in relation to its Investments.
- (b) No Chargor shall nominate any person, other than the Lender (or its nominee), to enjoy or exercise any right relating to any of the Investments whether pursuant to Part 9 of the Companies Act 2006 or otherwise.
- (c) At any time when any Investments of a Chargor have been registered in the name of the Lender (or its nominee), the Lender (or its nominee) will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of such Investments are duly and promptly paid or received by it (or its nominee), or to verify that the correct amounts are paid or received by it (or its nominee), 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 such Investments.
- (d) Prior to the occurrence of an Enforcement Event, the Lender shall use its reasonable endeavours to forward to the relevant Chargor all material notices, correspondence and other communication it receives in relation to the Investments.
- (e) Each Chargor shall indemnify the Lender (or its nominee) against any loss or liability incurred by the Lender (or its nominee) as a consequence of the Lender (or its nominee) acting at the direction of a Chargor in respect of its Investments.
- (f) Each Chargor shall pay when due all calls or other payments that may be or become due in respect of any of its Investments. In the case of a default by a Chargor in such payment, the Lender may make such payment on behalf of that Chargor in which case any sums paid by the Lender shall be reimbursed (together with interest at the Default Rate for the period from and including the date incurred up to and excluding the date reimbursed) by that Chargor to the Lender on demand.

12.4 Exercise of rights on Voting Event

- (a) On and after the occurrence of a Voting Event, the Lender (or its nominee) may exercise or refrain from exercising any voting rights, powers and other rights in respect of the Investments in each case in the name of a Chargor, the registered holder or otherwise and without any further consent or authority on the part of any Chargor and irrespective of any direction given by a Chargor.
- (b) Each Chargor irrevocably appoints the Lender (or its nominee) as its proxy to exercise all voting rights in respect of the Investments with effect from the occurrence of a Voting Event to the extent that such Investments remain registered in its name.

12.5 Clearance systems

- (a) Each Chargor shall, if so requested by the Lender:
 - (i) instruct or request its nominee or custodian to instruct any clearance system (including without limitation, CREST) to transfer any Investment held by it or its nominee or custodian for that Chargor to an account of the Lender or its nominee with that clearance system; and
 - (ii) take whatever action the Lender may request for the dematerialisation or rematerialisation of any Investments held in a clearance system.
- (b) The Lender may, at the expense of each Chargor, take whatever action the Lender considers necessary for the dematerialisation or rematerialisation of the Investments.

12.6 Custodian arrangements

Each Chargor shall:

- (a) promptly give notice of this Security Agreement to any custodian of any Investment in any form which the Lender may reasonably require; and
- (b) use reasonable endeavours to ensure that the custodian acknowledges that notice in any form which the Lender may reasonably require.

13. INSURANCE

13.1 Notices

Each Chargor shall, within ten (10) Business Days following receipt of written notice from the Lender, give notice to each insurer in the form set out in Schedule 4 (*Notice for Insurance Policies*) and shall procure that such insurers deliver to the Lender a duly completed acknowledgement of such notice.

13.2 Other undertakings

- (a) Each Chargor will take all reasonable and practicable steps to preserve and enforce its rights and remedies under or in respect of its Insurance Policies.

- (b) No Chargor will amend, waive or terminate any term of any Insurance Policy unless permitted by the Senior Facility Agreement.
- (c) Each Chargor shall supply to the Lender on request copies of each Insurance Policy together with the current applicable premium receipts.

13.3 Exercise of rights on Enforcement Event

On and after the occurrence of an Enforcement Event:

- (a) the Lender may exercise (without any further consent or authority on the part of any Chargor and irrespective of any direction given by a Chargor) any of a Chargor's rights under any of its Insurance Policies; and
- (b) each Chargor shall hold any payment it receives in respect of its Insurance Policies on trust for the Lender.

14. ASSIGNED AGREEMENTS

14.1 Notices

- (a) Each Chargor shall, no later than the date of this Security Agreement or, in relation to any Assigned Agreement entered into or designated as such after the date of this Security Agreement, no later than the date of entry into or designation of such Assigned Agreement, give notice to each of the other parties to each Assigned Agreement in the form set out in Schedule 5 (*Notice for Assigned Agreements*) and shall procure that such parties deliver to the Lender a duly completed acknowledgement of such notice.
- (b) Prior to the occurrence of an Enforcement Event, each Chargor shall remain entitled to exercise all of its rights and remedies under or in respect of the Assigned Agreements.

14.2 Other undertakings

- (a) Each Chargor shall take all reasonable and practicable steps to preserve and enforce its rights and remedies under or in respect of the Assigned Agreements.
- (b) No Chargor will amend, waive or terminate any term of any Assigned Agreement unless permitted by the Finance Documents.
- (c) Each Chargor shall supply to the Lender on request copies of each Assigned Agreement to which it is party and any other information and documentation relating to any Assigned Agreement to which it is party.

14.3 Exercise of rights on Enforcement Event

On and after the occurrence of an Enforcement Event, the Lender may exercise (without any further consent or authority on the part of any Chargor and irrespective of any direction given by a Chargor) any Chargor's rights and remedies (including

direction of any payments to the Lender) under or in respect of any Assigned Agreement to which it is party.

15. INTELLECTUAL PROPERTY

15.1 Documents of title and registration

Each Chargor shall:

- (a) deliver all deeds and other documents of title relating to its Intellectual Property (including any licences relating to them and any forms or documents relating to any applications to register any such Intellectual Property in the name of a Chargor); and
- (b) execute all such documents and do all acts that the Lender may reasonably require to record the interest of the Lender in any registers relating to any registered Intellectual Property.

15.2 Other undertakings

Each Chargor shall promptly provide details to the Lender of any Intellectual Property that such Chargor considers (acting reasonably) is required to conduct its business or any part of it unless such details are set out in Part 5 of Schedule 2 (*Security Assets*) or in Part E of the Schedule to any Accession Document (as applicable).

16. ENFORCEMENT OF SECURITY

16.1 Timing and manner of enforcement

- (a) The Security shall become enforceable and the powers referred to in paragraph (a) of Clause 16.2 (*General*) shall become exercisable:
 - (i) upon the occurrence of an Enforcement Event; or
 - (ii) if the Chargor requests the Lender to exercise any of its powers under this Security Agreement; or
 - (iii) on the appointment of a Receiver.
- (b) Without prejudice to any specific provisions contained in this Security Agreement, immediately after the Security has become enforceable, the Lender may in its absolute discretion (subject to the other provisions of this Security Agreement) enforce all or any part of the Security in any manner it sees fit.
- (c) No Secured Creditor shall be liable to any Chargor for any loss arising from the manner in which the Lender or any other Secured Creditor enforces or refrains from enforcing the Security.

16.2 General

- (a) The Secured Obligations shall be deemed to have become due and payable on the date of this Security Agreement for the purposes of section 101 of the Law of Property Act 1925. The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 (as varied and extended by this Security Agreement) and all other powers conferred on a mortgagee by law shall be deemed to arise immediately after execution of this Security Agreement.
- (b) Section 103 of the Law of Property Act 1925 shall not apply to this Security Agreement.
- (c) The Lender may lease, make agreements for leases at a premium or otherwise, surrender, rescind or agree or accept surrenders of leases and grant options on such terms and in such manner as it shall think fit without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

16.3 Contingencies

If the Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Lender (or a Receiver) may pay the proceeds of any recoveries effected by it into such number of suspense accounts as it considers appropriate.

16.4 Exercise of powers

All or any of the powers conferred on mortgagees by the Law of Property Act 1925 as varied or extended by this Security Agreement and all or any of the rights and powers conferred by this Security Agreement on a Receiver (whether express or implied) may be exercised by the Lender without further notice to any Chargor at any time after an Enforcement Event has occurred, irrespective of whether the Lender has taken possession of the Security Assets or appointed a Receiver.

16.5 Restrictions on notices

The Lender shall not be entitled to give any notice or instruction referred to in any notice delivered pursuant to Clauses 11.1 (*Notices*), 13.1 (*Notices*) or 14.1 (*Notices*) until an Enforcement Event has occurred.

16.6 Protection of third parties

- (a) No person (including a purchaser) dealing with the Lender or a Receiver or any of its respective agents will be concerned to enquire:
 - (i) whether the Secured Obligations have become payable;
 - (ii) whether any power which the Lender or that Receiver may purport to exercise has become exercisable or is being properly exercised;
 - (iii) whether any amount remains due under the Finance Documents; or

- (iv) how any money paid to the Lender or to that Receiver is to be applied.
- (b) The receipt of the Lender or any Receiver of any moneys paid to the Lender or any Receiver by any person (including a purchaser) shall be an absolute and conclusive discharge and shall relieve any person dealing with the Lender or that Receiver of any obligation to see to the application of any moneys paid to or by the direction of the Lender or any Receiver.
- (c) In paragraphs (a) and (b) of this Clause 16.6, purchaser includes any person acquiring, for money or money's worth, any interest or right whatsoever in relation to the Security Assets.

16.7 No liability as mortgagee in possession

Neither the Lender nor any Receiver will be liable by reason of entering into possession of a Security Asset:

- (a) to account as mortgagee in possession for any loss on realisation in respect of such Security Asset; or
- (b) for any default or omission for which a mortgagee in possession might be liable.

16.8 Redemption of prior Security

The Lender or any Receiver may at any time after an Enforcement Event has occurred redeem any prior Security on or relating to any of the Security Assets or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Chargor. Each Chargor will on demand pay to the Lender all principal monies and interest and all losses incidental to any such redemption or transfer.

16.9 Right of appropriation

To the extent that any of the Security Assets constitute "financial collateral" and this Security Agreement and the obligations of a Chargor under it constitute a "security financial collateral arrangement" (in each case, as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)), the Lender shall have the right to appropriate without notice to the Chargor (either on a single occasion or on multiple occasions) all or any part of such financial collateral in or towards discharge of the Secured Obligations and for this purpose the value of the financial collateral so appropriated shall be:

- (a) in the case of cash, the amount standing to the credit of each Account together with any accrued but unposted interest at the time the right of appropriation is exercised; and
- (b) in the case of the Investments, the market price of such Investments determined by the Lender in a commercially reasonable manner (including by reference to a public index or independent valuation).

17. ADMINISTRATOR

- (a) Subject to the Insolvency Act 1986, the Lender may appoint one or more qualified persons to be an administrator of any Chargor (to act together with or independently of any others so appointed):
 - (i) if requested by that Chargor; or
 - (ii) upon the occurrence of an Enforcement Event or on the appointment of a Receiver; or
 - (iii) on the taking of any corporate action, legal proceedings or other procedure referred to in paragraphs (f), (g), (h) (i) and (j) of Clause 19.1 (*Event of Default*) of the Senior Facility Agreement.
- (b) Any such appointment may be made pursuant to an application to court under paragraph 12 of schedule B1 to the Insolvency Act 1986 or by filing the specified documents with the court under paragraphs 14 to 21 of schedule B1 to the Insolvency Act 1986.
- (c) In this Clause 17, a “**qualified person**” means a person who, under the Insolvency Act 1986, is qualified to act as an administrator of any company with respect to which he is appointed.

18. RECEIVER

18.1 Appointment of Receivers

- (a) The Lender may (without notice) by deed or otherwise in writing signed by any officer or manager of the Lender or any person authorised for this purpose by the Lender, appoint one or more persons to be a Receiver:
 - (i) if requested by that Chargor; or
 - (ii) upon the occurrence of an Enforcement Event (whether or not the Lender has taken possession of the Security Assets); or
 - (iii) on the taking of any corporate action, legal proceedings or other procedure referred to in paragraphs (f), (g), (h) (i) and (j) of Clause 19.1 (*Event of Default*) of the Senior Facility Agreement.
- (b) The Lender may not appoint an administrative receiver over the Security Assets to the extent prohibited by section 72A of the Insolvency Act 1986.
- (c) The Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under the Insolvency Act 2000.
- (d) Section 109(1) of the Law of Property Act 1925 shall not apply to this Security Agreement.

- (e) If the Lender appoints more than one person as Receiver, the Lender may give those persons power to act either jointly or severally.
- (f) Any Receiver may be appointed Receiver of all of the Security Assets or Receiver of a part of the Security Assets specified in the appointment. In the case of an appointment of a part of the Security Assets, the rights conferred on a Receiver as set out in Clause 18.5 (*Powers of Receivers*) shall have effect as though every reference in Clause 18.5 (*Powers of Receivers*) to any Security Assets were a reference to the part of those assets so specified or any part of those assets.

18.2 Removal of Receivers

The Lender may by notice in writing remove any Receiver appointed by it (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receivership) whenever it thinks fit and appoint a new Receiver instead of any Receiver whose appointment has terminated for any reason.

18.3 Agent of Chargor

Any Receiver shall be the agent of each Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Law of Property Act 1925. Each Chargor is solely responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver. No Secured Creditor will incur any liability (either to a Chargor or any other person) by reason of the appointment of a Receiver or for any other reason.

18.4 Remuneration

The Lender may (subject to section 36 of the Insolvency Act 1986) determine the remuneration of any Receiver appointed by it and any maximum rate imposed by any law (including under section 109(6) of the Law of Property Act 1925) shall not apply to this Security Agreement.

18.5 Powers of Receivers

Any Receiver appointed pursuant to Clause 18.1 (*Appointment of Receivers*) shall have the following rights, powers and discretions (in addition to those conferred by the Law of Property Act 1925 on any Receiver appointed under the Law of Property Act 1925):

- (a) to take immediate possession of, get in and collect any Security Asset and to require payment to it or to the Lender of any Monetary Claims or credit balance on any Account;
- (b) to carry on any business of any Chargor in any manner he thinks fit;
- (c) to enter into any contract or arrangement and to perform, repudiate, succeed or vary any contract or arrangement to which any Chargor is party;

- (d) to appoint and discharge any managers, officers, agents, accountants, servants, workmen and others for the purposes of this Security Agreement upon such terms as to remuneration or otherwise as he thinks fit and to discharge any person appointed by any Chargor;
- (e) to raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit;
- (f) to sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner, and on any terms which he thinks fit and for a consideration of any kind (which may be payable in a lump sum or by instalments spread over any period);
- (g) to settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Security Asset;
- (h) to bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit;
- (i) to give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset;
- (j) to form a Subsidiary of any Chargor and transfer to that Subsidiary any Security Asset;
- (k) to delegate his powers in accordance with this Security Agreement;
- (l) to lend money or advance credit to any customer of any Chargor;
- (m) to effect any insurance and do any other act which a Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset in each case as he thinks fit;
- (n) to exercise all the powers described in schedule 1 to the Insolvency Act 1986 whether or not the Receiver is an administrative receiver as defined in the Insolvency Act 1986;
- (o) to purchase or acquire by leasing, hiring, licensing or otherwise (for such consideration and on such terms as he may think fit) any assets which he considers necessary or desirable for the carrying on, improvement, realisation or other benefit of any of the Security Assets or the business of any Chargor;
- (p) to exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset;
- (q) to make any payment and incur any expenditure, which the Lender is, by this Security Agreement, expressly or impliedly authorised to make or incur;

- (r) to do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Security Agreement or law; and
- (s) to use the name of any Chargor for any of the purposes set out in paragraphs (a) to (r) (inclusive) of this Clause 18.

19. DELEGATION

- (a) The Lender or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Security Agreement. Any such delegation may be made upon such terms (including the power to sub-delegate) and subject to such conditions and regulations as the Lender or Receiver may think fit.
- (b) Neither the Lender nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate.
- (c) References in this Security Agreement to the Lender or a Receiver shall be deemed to include references to any delegate of the Lender or Receiver appointed in accordance with this Clause 19.

20. PRESERVATION OF SECURITY

20.1 Reinstatement

- (a) If any payment by a Chargor or any discharge or release given by a Secured Creditor (whether in respect of the obligations of any person or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:
 - (i) the liability of that Chargor and the relevant security shall continue as if the payment, discharge, release, avoidance or reduction had not occurred; and
 - (ii) the relevant Secured Creditor shall be entitled to recover the value or amount of that security or payment from that Chargor, as if the payment, discharge, avoidance or reduction had not occurred.
- (b) The Lender may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

20.2 Waiver of defences

None of the obligations of any Chargor under this Security Agreement or any Security will be affected by any act, omission, matter or thing (whether or not known to any Chargor or any Secured Creditor) which, but for this provision, would reduce, release, prejudice or provide a defence to any of those obligations including:

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

20.3 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Creditor (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from or enforcing against any Chargor under this Security Agreement. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

20.4 Appropriations

On and after the occurrence of an Enforcement Event and until all the Secured Obligations have been irrevocably paid in full, each Secured Creditor (or any trustee or agent on its behalf) may:

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

20.5 Deferral of Chargors' rights

- (a) Until all the Secured Obligations have been irrevocably paid in full and unless the Lender otherwise directs, no Chargor will exercise any rights which it may have by reason of performance (or a claim for performance) by it of its obligations under the Finance Documents:
 - (i) to be indemnified by an Obligor;
 - (ii) to claim any contribution from any guarantor of any Obligor's obligations under the Finance Documents;
 - (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Creditors under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Creditor;
 - (iv) to bring legal or other proceedings for an order requiring an Obligor to make any payment, or perform any obligation, in respect of which the relevant Chargor has given a guarantee, undertaking or indemnity under the Finance Documents;
 - (v) to exercise any right of set-off against an Obligor;
 - (vi) to exercise any right of quasi-retainer or other analogous equitable right; and/or
 - (vii) to claim or prove as a creditor of an Obligor in competition with the Secured Creditors.
- (b) If any Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Creditors by an Obligor under or in connection with the Finance Documents to be repaid in full on trust for the Secured Creditors and shall promptly pay or transfer the same to the Secured Creditors or as the Secured Creditors may direct.

20.6 Security held by Chargor

No Chargor shall, without the prior consent of the Lender, hold or otherwise take the benefit of any Security from any other Obligor in respect of that Chargor's liability under this Security Agreement. Each Chargor will hold any Security and the proceeds thereof held by it in breach of this provision on trust for the Lender.

20.7 Additional security/non-merger

The Security is in addition to and shall not be merged into or in any way excluded or prejudiced by any other Security now or hereafter held by or on behalf of any Secured Creditor in respect of the Secured Obligations or any other amount due by any Chargor to any Secured Creditor.

20.8 Power of consolidation

Section 93 of the Law of Property Act 1925 shall not apply to this Security Agreement or to the Security.

20.9 New accounts and ruling off

- (a) Any Secured Creditor may open a new account in the name of any Chargor at any time after a subsequent Security affects any Security Asset. If a Secured Creditor does not open a new account in such circumstances it will nevertheless be deemed to have done so upon the occurrence of such circumstances.
- (b) No moneys paid into any account (whether new or continuing) after the occurrence of any circumstances referred to in paragraph (a) of this Clause 20.9 shall reduce or discharge the Secured Obligations.

21. FURTHER ASSURANCES

Each Chargor shall, at its own expense, take whatever action the Lender or a Receiver may require or consider expedient for:

- (a) creating, perfecting or protecting any Security intended to be created by or pursuant to this Security Agreement;
- (b) facilitating the realisation of any Security Asset;
- (c) creating and perfecting security in favour of the Lender over the assets of that Chargor located in any jurisdiction outside England and Wales;
- (d) facilitating the exercise of any right, power or discretion exercisable by the Lender or any Receiver in respect of any Security Asset,

including:

- (e) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Lender (or to its nominee); and
- (f) the transfer of legal and/or equitable title in any existing or future Real Property to a third party (including after the Lender has exercised any right of appropriation pursuant to Clause 16.9 (*Right of appropriation*));
- (g) the giving of any notice, order or direction and the making of any filing or registration,

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

22. POWER OF ATTORNEY

22.1 Appointment

- (a) Each Chargor by way of security irrevocably appoints the Lender and each Receiver severally as its attorney with full power of substitution, on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:
 - (i) prior to the occurrence of an Enforcement Event, to do anything which that Chargor is obliged to do under this Security Agreement (but has not done);
 - (ii) on and after the occurrence of an Enforcement Event, to do anything which that Chargor is obliged to do under this Security Agreement; and
 - (iii) to exercise any of the rights conferred on the Lender or any Receiver in relation to the Security Assets or under any Finance Document, the Law of Property Act 1925 or the Insolvency Act 1986.
- (b) The power of attorney conferred on the Lender and each Receiver shall continue notwithstanding the exercise by the Lender of any right of appropriation pursuant to Clause 16.9 (*Right of appropriation*).

22.2 Ratification

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Clause 22.1 (*Appointment*).

23. APPLICATION OF PROCEEDS

23.1 Order of application

- (a) Subject to applicable law, all amounts received by the Lender or any Receiver pursuant to this Security Agreement or the powers conferred by it shall be applied in the manner determined by the Lender.
- (b) The order of application referred to in paragraph (a) of this Clause 23.1 shall override any appropriation by any Chargor.

23.2 Receiver's receipts

Section 109(8) of the Law of Property Act 1925 shall not apply in relation to a Receiver appointed under this Security Agreement.

24. EXPENSES AND INDEMNITIES

Each Chargor will on demand pay and reimburse each Secured Creditor, attorney, manager, agent or other person (including the officers of such persons) appointed by the Lender or a Receiver under this Security Agreement, on the basis of a full

indemnity, in respect of all costs and expenses (including legal fees and other out of pocket expenses and any value added tax or other similar tax thereon) properly incurred by such person in connection with the holding, preservation or enforcement or the attempted preservation or enforcement of any of the Secured Creditors' rights under this Security Agreement or otherwise in connection with the performance of this Security Agreement or any documents required pursuant to this Security Agreement including any costs and expenses arising from any actual or alleged breach by any person of any law, agreement or regulation, whether relating to the environment or otherwise (including the investigation of such breach) and will keep each of those persons indemnified against any failure or delay in paying those costs and expenses. Any such person who is not a party to this Security Agreement may rely on this Clause 24 and enforce its terms under the Contracts (Rights of Third Parties) Act 1999.

25. CHANGES TO PARTIES

25.1 Transfer by the Lender

The Lender may at any time assign or otherwise transfer all or any part of its rights under this Security Agreement to any successor appointed in accordance with the Finance Documents.

25.2 Changes to parties

Each Chargor agrees to be bound by the terms of Clause 20 (*Changes to the Lender*) of the Senior Facility Agreement and authorises the Lender to execute on its behalf any document the Lender considers necessary or desirable in relation to the creation, perfection or maintenance of the Security and any transfer or assignment contemplated by such provisions.

25.3 Consent of Chargors

Each Chargor consents to members of the Group becoming Obligors as contemplated by the Senior Facility Agreement and irrevocably appoints the Parent as its attorney, with full power of substitution, for the purposes of executing any Accession Document.

26. MISCELLANEOUS

26.1 Further advances

Subject to the terms of the Finance Documents, each Secured Creditor is under an obligation to make further advances or other financial accommodation to the Borrowers. Such obligation will be deemed incorporated into this Security Agreement as if set out in it.

26.2 Time Deposits

Without prejudice to any right of set-off any Secured Creditor may have under any Finance Document or otherwise, if any time deposit matures on any account which any Chargor has with a Secured Creditor prior to the Final Discharge Date when:

- (a) the Security has become enforceable; and
- (b) no amount of the Secured Obligations is due and payable,

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

26.3 Lender's liability

Neither the Lender nor any Receiver shall (either by reason of taking possession of the Security Assets or for any other reason and whether as mortgagee in possession or otherwise) be liable to any Chargor or any other person for any costs, losses, liabilities or expenses relating to the realisation of any Security Assets or from any act, default, omission or misconduct of the Lender or any Receiver or their respective officers, employees or agents in relation to the Security Assets or in connection with the Finance Documents.

26.4 Failure to Execute

- (a) Failure by one or more parties to execute this Security Agreement (such parties being "**Non Signatories**") on the date hereof will not invalidate the provisions of this Security Agreement as between the other parties who do execute this Security Agreement.
- (b) Each Non-Signatory may execute this Security Agreement on a subsequent date and will thereupon become bound by its provisions.

27. PARTIAL INVALIDITY

If any provision of this Security Agreement is or becomes invalid, illegal or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability of the remaining provisions in that jurisdiction or of that provision in any other jurisdiction.

28. NOTICES

28.1 Method

Any notice or other communication to be served under or in connection with this Security Agreement shall be made in writing and, unless otherwise stated, served in person or by post, fax or any electronic method of communication approved by the Lender to the relevant party at its address or fax number shown immediately after its name on the signature page of this Security Agreement or such other address or number notified by it to the other parties to this Security Agreement and, in the case of the Lender, marked for the attention of the person or department there specified.

28.2 Deemed Service

Any notice or other communication served by post will, unless otherwise stated, be effective five Business Days after being deposited in the post (with postage prepaid) in an envelope addressed to it at that address or on delivery if delivered personally or

by courier to the relevant address. A notice or other communication sent by fax will, unless otherwise stated, be effective when received in legible form. Any communication or notice to the Lender by electronic method will be effective only when actually received in readable form and if addressed in the manner specified by the Lender for this purpose.

28.3 Proof of Service

In proving service of any notice or other communication, it will be sufficient to prove:

- (a) in the case of a letter, that such letter was properly stamped or franked, addressed and placed in the post or in the case of personal delivery, was left at the correct address; and
- (b) in the case of a fax transmission, that such fax was duly transmitted to the fax number, as appropriate, of the addressee referred to in Clause 28.1 (*Method*).

29. COUNTERPARTS

This Security Agreement may be executed in any number of counterparts, and by each party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Security Agreement by e-mail attachment or telecopy shall be an effective mode of delivery.

30. GOVERNING LAW AND ENFORCEMENT

30.1 Governing law

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

30.2 Jurisdiction

- (a) Subject to paragraphs (b) and (c) below, the English courts shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with this Security Agreement (including claims for set-off and counterclaims), including, without limitation, disputes arising out of or in connection with: (i) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this Security Agreement; and (ii) any non-contractual obligations arising out of or in connection with this Security Agreement. For such purposes each party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction.
- (b) The agreement contained in paragraph (a) of this Clause 30.2 is included for the benefit of the Lender who shall retain the right to take proceedings in any other courts with jurisdiction and each Chargor irrevocably submits to the jurisdiction of any such court. To the extent permitted by law, the Lender may take concurrent proceedings in any number of jurisdictions.

- (c) Each Chargor agrees that a judgment or order of any court referred to in this Clause (c) is conclusive and binding and may be enforced against it in the courts of any other jurisdiction.

30.3 Service of Process

- (a) Each Chargor hereby irrevocably and unconditionally agrees that:
 - (i) failure by any process agent to give notice of process served on it shall not impair the validity of such service or of any judgement based on that service; and
 - (ii) nothing in this Security Agreement shall affect the right to serve process in any other manner permitted by law.
- (b) Each Chargor shall at all times maintain an agent for service of process and any other documents in proceedings in England or any other proceedings in connection with this Security Agreement. Such agent shall be Gentrack Holdings (UK) Limited and any claim form, judgment or other notice of legal process shall be sufficiently served on the Chargors if delivered to such agent at its address for the time being. Each Chargor irrevocably undertakes not to revoke the authority of the above agent and if, for any reason, the Lender requests the Chargors to do so they shall promptly appoint another such agent with an address in England and advise the Lender. If, following such a request, the Chargors fail to appoint another agent, the Lender shall be entitled to appoint one on behalf of the Chargors at the expense of the Chargors.

THIS SECURITY AGREEMENT has been executed and delivered as a deed on the date stated at the beginning of this Security Agreement.

**SCHEDULE 1
THE ORIGINAL CHARGORS**

Gentrack Group Limited

Jurisdiction of Incorporation: New Zealand

Registered Number: 3768390

Registered Office: Level 3, 25 College Hill, Freemans Bay, Auckland, New Zealand

Gentrack Holdings (UK) Ltd

Jurisdiction of Incorporation: England & Wales

Registered Number: 10689961

Registered Office: Thames Central, Hatfield Road, Slough, England, SL1 1QE

Gentrack UK Limited

Jurisdiction of Incorporation: England & Wales

Registered Number: 08229203

Registered Office: Thames Central, Hatfield Road, Slough, England, SL1 1QE

Junifer Systems Limited

Jurisdiction of Incorporation: England & Wales

Registered Number: 06966818

Registered Office: 3 Manor Courtyard, Hughenden Avenue, High Wycombe,
Buckinghamshire, HP13 5RE

**SCHEDULE 2
SECURITY ASSETS**

Part 1: Real Property

Not Applicable

Part 2: Group Shares

Chargor	Group Member	Number and class of shares	Details of nominees holding legal title
Gentrack Group Limited	Gentrack UK Limited (08229203)	100 Ordinary Shares of £1.00	Not applicable
	Gentrack Holdings (UK) Limited (10689961)	100 Ordinary Shares of £1.00	Not applicable
Gentrack Holdings (UK) Limited	Junifer Systems Limited (06966818)	129,800 Ordinary Shares of £1.00	Not applicable

Part 3: Accounts

Not Applicable

Part 4: Assigned Agreements

Not Applicable

Part 5: Specified Intellectual Property

Not Applicable

SCHEDULE 3
NOTICE FOR ACCOUNTS

To: [Account Bank]

Copy: ASB Bank Limited as Lender

Date: [●]

Dear Sirs,

1. We hereby give you notice that we have charged by way of first fixed charge to ASB Bank Limited (the *Lender*) on behalf of certain Secured Creditors pursuant to a security agreement (the *Security Agreement*) dated [●] entered into by ourselves (as Chargor) (amongst others) in favour of the Lender, all of our rights, title and interest in and to 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 and to any other accounts from time to time maintained with you by us (the *Accounts*) 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 Accounts should be held to the order of the Lender;
 - (b) subject to paragraph (e) below, such sums may only be paid or released in accordance with the written instructions of the Lender at any time;
 - (c) the terms and conditions relating to the Accounts designated as "Blocked" may not be amended, varied or waived without the prior written consent of the Lender;
 - (d) we are not permitted to withdraw any amount from the Accounts designated as "Blocked" in the schedule to this notice without the prior written consent of the Lender; and
 - (e) we are permitted to withdraw or transfer amounts from the Accounts designated as "Not blocked" in the schedule to this notice until such time as the Lender provides written notification to you that such permission is withdrawn (and the Lender may withdraw or notify this permission in its absolute discretion at any time).
3. 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 Lender 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 Security Agreement, 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 Lender without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction.
- 4. These instructions may not be revoked without the prior written consent of the Lender.
- 5. Please sign and return the enclosed copy of this notice to the Lender (with a copy to us) to confirm (by way of undertaking in favour of the Lender) 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 Lender [or, in relation to the Accounts designated as "Not blocked" in the schedule to this notice, pursuant to the current account netting arrangements previously approved in writing by the Lender].
- 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
[CHARGOR]

for and on behalf of
ASB Bank Limited as Lender

SCHEDULE

Account Number

Sort Code

Status

[●]

[●]

[Blocked/
Not blocked]

[On acknowledgement copy]

To: ASB Bank Limited as Lender

[•]

[•]

[•]

For the attention of: [•]

Copy to: [CHARGOR]

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 4
NOTICE FOR INSURANCE POLICIES

To: [insurer/insurance broker]

Copy: ASB Bank Limited as Lender

Date: [●]

Dear Sirs,

1. We hereby give you notice that we have assigned by way of security to ASB Bank Limited (the **Lender**) on behalf of certain Secured Creditors pursuant to a security agreement dated [●] entered into by us in favour of the Lender, all of 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 Lender, 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 Lender provides written notification to the contrary. Thereafter:
 - (a) all amounts payable under the Insurance Policies should be paid to the Lender or as it directs; and
 - (b) all rights in respect of the Insurance Policies will be exercisable by the Lender and notices under the Insurance Policies should be given to the Lender or as it directs.
4. You are authorised and instructed (without requiring further approval from us) to provide the Lender 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 Lender.
6. Please note the interest of the Lender on the Insurance Policies and show the Lender as loss payee and first priority assignee.
7. Please sign and return the enclosed copy of this notice to the Lender (with a copy to us) to confirm (by way of undertaking in favour of the Lender) 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) you have noted the interests of the Lender on the Insurance Policies;
- (d) you will not cancel, avoid, release or otherwise allow the Insurance Policies to lapse without giving the Lender at least thirty days' prior written notification;
- (e) 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 Lender;
- (f) you will notify the Lender of any breach by us of the terms of any Insurance Policy and will allow the Lender or the Secured Creditors referred to in this notice to remedy that breach; and
- (g) the Lender 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
[CHARGOR]

.....
for and on behalf of
ASB Bank Limited as Lender

SCHEDULE

[Details of Insurance Policies to be inserted]

[On acknowledgement copy]

To: ASB Bank Limited as Lender

[•]

[•]

[•]

For the attention of: [•]

Copy to: [CHARGOR]

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 5
NOTICE FOR ASSIGNED AGREEMENTS

To: [Counterparty to relevant Assigned Agreement]

Copy: ASB Bank Limited as Lender

Date: [●]

Dear Sirs,

1. We hereby give you notice that we have assigned by way of security to ASB Bank Limited (the **Lender**) on behalf of certain Secured Creditors pursuant to a security agreement dated [●] entered into by us in favour of the Lender, all of our rights, title and interest in and to [*insert details of relevant Assigned Agreement*] (the **Assigned Agreement**).
2. We will remain liable under the Assigned Agreement to perform all obligations imposed on us under the Assigned Agreement and none of the Lender, 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 Assigned Agreement.
3. We will remain entitled to exercise all of our rights under the Assigned Agreement and you should continue to give notices under the Assigned Agreement to us, until such time as the Lender provides written notification to the contrary. Thereafter, all rights in respect of the Assigned Agreement (including the right to direct payments of amounts due thereunder to another account) will be exercisable by the Lender and notices under the Assigned Agreement should be given to the Lender or as it directs.
4. You are authorised and instructed (without requiring further approval from us) to provide the Lender with such information relating to the Assigned Agreement as it may from time to time request;
5. These instructions may not be revoked without the prior written consent of the Lender.
6. Please sign and return the enclosed copy of this notice to the Lender (with a copy to us) to confirm (by way of undertaking in favour of the Lender) 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 Assigned Agreement without the consent of the Lender;
 - (c) you have not received notice of the interest of any third party in the Assigned Agreement; and

- (d) you will notify the Lender of any breach by us of the terms of the Assigned Agreement and will allow the Lender or the Secured Creditors referred to in this notice 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
[CHARGOR]

.....
for and on behalf of
ASB Bank Limited as Lender

[*On acknowledgement copy*]

To: ASB Bank Limited as Lender
[•]
[•]
[•]

For the attention of: [•]

Copy to: [CHARGOR]

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 Assigned Agreement]

Date: [•]

SCHEDULE 6
FORM OF DEED OF ACCESSION

THIS DEED is made on [●]

BETWEEN:

- (1) [COMPANY NAME] (registered number [●]) with its registered office at [●] (the *Additional Chargor*);
- (2) [●] for itself and as attorney for each of the other Chargors under and as defined in the Security Agreement referred to below (the *Parent*); and
- (3) ASB Bank Limited for itself and as agent and trustee for each of the other Secured Creditors under and as defined in the Security Agreement referred to below (the *Lender*).

WHEREAS:

- (A) The Additional Chargor is a wholly-owned Subsidiary of the Parent.
- (B) The Parent has entered into a security agreement dated [●] (the *Security Agreement*) between the Parent and the Lender.
- (C) The Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Security Agreement.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

Terms defined in the Security Agreement have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Finance Document.

2. ACCESSION

With effect from the date of this Deed, the Additional Chargor:

- (a) will become a party to the Security Agreement as a Chargor; and
- (b) will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor.

3. SECURITY

- (a) Paragraphs (b) to (f) inclusive below apply without prejudice to the generality of Clause 2 (*Accession*) of this Deed.

- (b) The Additional Chargor mortgages, charges, assigns or agrees to assign by way of security to the Lender all its rights, title and interest in and to the Security Assets specified in the Schedule to this Deed.
- (c) All Security:
 - (i) is created in favour of the Lender for itself and on behalf of any other Secured Creditors;
 - (ii) is created over the present and future assets of the Additional Chargor; and
 - (iii) is a continuing security for the payment, discharge and performance of all of the Secured Obligations and will extend to the ultimate balance of all sums payable under the Finance Documents regardless of any intermediate discharge in whole or in part; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 but in each case so that the covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 in relation to such mortgage, charge or assignment are construed with the omission of:
 - (A) the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about" in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994;
 - (B) the words "except to the extent that" and all the words thereafter in section 3(2) of the Law of Property (Miscellaneous Provisions) Act 1994; and
 - (C) section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994.
- (d) If the Additional Chargor purports to mortgage, assign or charge (absolutely or by way of first fixed mortgage or charge) an asset under this Deed and such mortgage, assignment or fixed charge breaches a term of an agreement binding on the Additional Chargor in respect of that asset because the consent of a person (other than a member of the Group or an Investor) has not been obtained:
 - (i) the Additional Chargor shall notify the Lender immediately;
 - (ii) subject to paragraph (iv) below, the relevant mortgage, assignment or fixed charge hereunder will extend to (to the extent no breach of the relevant agreement would occur) the Related Rights in respect of that asset but will exclude the asset itself;
 - (iii) unless the Lender otherwise requires, the Additional Chargor shall use best endeavours to obtain the consent of the relevant person and, once obtained, shall promptly provide a copy of that consent to the Lender; and

- (iv) forthwith upon receipt of the relevant consent, the relevant asset shall become subject to the Security in favour of the Lender under this Deed and the Security Agreement.
- (e) The Lender holds the benefit of this Deed for itself and on trust for each of the other Secured Creditors.
- (f) The fact that the details of any assets in the Schedule to this Deed are incorrect or incomplete shall not affect the validity or enforceability of this Deed or the Security Agreement in respect of the assets of the Additional Chargor.

4. MISCELLANEOUS

With effect from the date of this Deed:

- (a) the Security Agreement will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this Deed);
- (b) any reference in the Security Agreement to “this Security Agreement” and similar phrases will include this Deed and all references in the Security Agreement to any relevant schedule to the Security Agreement (or any part of it) will include a reference to the Schedule to this Deed (or relevant part of it); and
- (c) the Parent, for itself and as agent for each of the other Chargors under the Security Agreement, agrees to all matters provided for in this Deed.

5. GOVERNING LAW

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

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE

SECURITY ASSETS

**Part A
Real Property**

Chargor [•]	Freehold/leasehold [•]	Description [•]	Title number [•]
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**Part B
Group Shares**

Chargor [•]	Group Member [•]	Number and class of shares [•]	Details of nominees holding legal title [•]
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**Part C
Accounts**

Chargor [•]	Account Bank [•]	Account Number [•]	Sort Code [•]	Description [•]
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**Part D
Assigned Agreements**

[•]

**Part E
Specified Intellectual Property**

[•]

SIGNATURES TO THE DEED OF ACCESSION

The Additional Chargor

EXECUTED as a **DEED**)
by [●])
acting by:)

Director

Director/Secretary

OR

EXECUTED as a **DEED**)
by [●])
acting by:)

Director:

in the presence of:)
)

Name of witness:
Address:

The Parent

EXECUTED as a **DEED**)
by [●])
acting by:)

Director

Director/Secretary

OR

EXECUTED as a **DEED**

by [●]

acting by:

)
)
)

Director:

in the presence of:

)
)

Name of witness:

Address:

The Lender

Signed by **ASB BANK LIMITED** by its
attorneys in the presence of:

Attorney

Attorney

Print Name

Print Name

Witness to signatures

Signature

Print Name

Occupation

Address

SIGNATORIES TO THE SECURITY AGREEMENT

Original Chargor

EXECUTED as a DEED)
by GENTRACK GROUP LIMITED)
acting by:)

Director:

Name of Director:

Graham Shaw

Director:

Name of Director:

LEIGH WARREN

EXECUTED as a DEED)
by GENTRACK HOLDINGS (UK) LIMITED)
acting by:)

Director:

Director:

EXECUTED as a DEED)
by GENTRACK UK LIMITED)
acting by:)

Director:

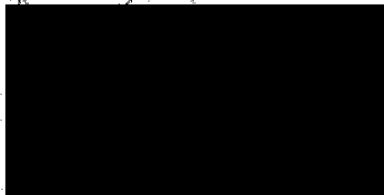
Director:

EXECUTED as a DEED)
by JUNIFER SYSTEMS LIMITED)
acting by:)

Director:

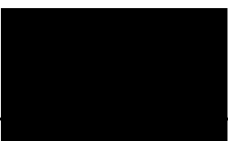


Director:



The Lender

Signed by **ASB BANK LIMITED** by its
attorneys in the presence of:



Attorney

Graham Sohn
Head of Client Research & Analysis

Print Name



Attorney

John Watts
Head of Portfolio Management
Corporate Banking

Print Name

Witness to signatures



Signature

Print Name

Marise Fernandes
Personal Assistant
ASB North Wharf
Auckland

Occupation

Address

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We **Graham Sohn** and **John Watts**
Head of Client Research & Analysis **Head of Portfolio Management**
Corporate Banking

both of Auckland, New Zealand, hereby severally certify:

- 1 THAT by Deed dated 28 June 2016 ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

General Manager Corporate Banking
General Manager Global Markets
General Manager Global Transaction Banking
General Manager Rural Banking
General Manager Treasury
Head of Capital Management & Debt Origination
Head of Capital Solutions
Head of Client Coverage
Head of Client Research and Analysis
Head of Financial Institution Banks
Head of Funding & ALM
Head of International Trade
Head of Market Development
Head of Operations
Head of Portfolio Management
Head of Transaction Banking
National Manager Rural Corporate

2. THAT at the date of signing we have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.





SIGNED at Auckland this 23 day of May 2017

Land Information New Zealand registered number 10497217.1

SIGNATURES TO THE DEED OF ACCESSION

The Additional Chargors

EXECUTED as a DEED
by EVOLVE PARENT LIMITED
acting by:

)
)
)

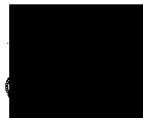


IAN BLACK

Director:

in the presence of:

)
)



Name of witness: SHERYL JOY COCKE

Address: AUCKLAND
17 HARGREAVES STREET ST HARYS BAY.

EXECUTED as a DEED
by EVOLVE ANALYTICS LIMITED
acting by:

)
)
)



TIM BLUETT

Director:

in the presence of:

)
)



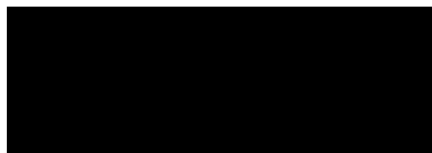
Name of witness: SHERYL JOY COCKE

Address: AUCKLAND
17 HARGREAVES STREET, ST HARYS BAY

The Parent

EXECUTED as a DEED
by GENTRACK GROUP LIMITED
acting by:

)
)
)

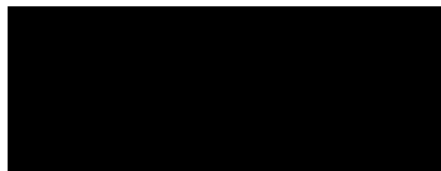


Director:

JOHN CLIFFORD, CHAIRMAN

in the presence of:

)
)



Name of witness: JON KERSTAW

Address: 5 ROYSFIELD LN, PAKURANGA. NZ

OCCUPATION: COMPANY SECRETARY

The Lender

Signed by **ASB BANK LIMITED** by its
attorneys in the presence of:



Attorney



Attorney

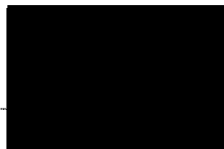
John Watts
Head of Portfolio Management
Corporate Banking

Print Name

Emilie McCallum
Head of Financial Institutions Banks
ASB Bank Limited

Print Name

Witness to signatures



Signature

Print Name

Occupation

Address

Francesca Porter
Personal Assistant
Auckland

ASB Bank Limited
12 Jellicoe Street
Auckland 1010
New Zealand

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

John Watts
We Head of Portfolio Management and
Corporate Banking

Emilie McCallum
Head of Financial Institutions Banks
ASB Bank Limited

both of Auckland, New Zealand, hereby severally certify:

- 1 THAT by Deed dated 2 February 2018 ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

General Manager Corporate
General Manager Markets
General Manager Global Transaction Banking
General Manager Rural
General Manager Treasury
General Manager Commercial
General Manager Operations & Risk, Business Banking
Head of Capital Solutions
Head of Client Coverage
Head of Client Research and Analysis
Head of Financial Institution Banks
Head of Funding & ALM
Head of International Trade
Head of Portfolio Management
Head of Transaction Banking
National Manager Rural Corporate
National Manager Property Finance
Head of Business Development Property Finance

- 2 THAT at the date of signing we have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.





SIGNED at Auckland this 6 day of September 20 18

Land Information New Zealand registered number 11030174.1