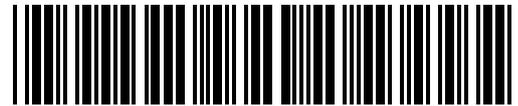




**Registration of a Charge**

Company Name: **ATEC GROUP (HOLDCO) LIMITED**

Company Number: **10849976**



XB3AW3C8

Received for filing in Electronic Format on the: **04/05/2022**

**Details of Charge**

Date of creation: **29/04/2022**

Charge code: **1084 9976 0003**

Persons entitled: **SANTANDER UK PLC AS SECURITY AGENT**

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) .**

**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: **GOWLING WLG (UK) LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 10849976

Charge code: 1084 9976 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th April 2022 and created by ATEC GROUP (HOLDCO) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th May 2022 .

Given at Companies House, Cardiff on 5th May 2022

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**

Private & Confidential

EXECUTION VERSION

**Dated** 29 April 2022

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**THE COMPANIES** (1)  
whose details are set out in Schedule 1

in favour of

**SANTANDER UK PLC** (2)

---

**DEBENTURE**

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Tel +44 (0)370 903 1000 Fax +44 (0)370 904 1099 mail@gowlingwlg.com www.gowlingwlg.com

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**THIS DEED** is made on .....29 April..... 2022 by:

(1) **THE COMPANIES** whose details are set out in Schedule 1 (the "**Companies**" and each a "**Company**");

in favour of

(2) **SANTANDER UK PLC** whose registered address is 2 Triton Square, Regent's Place, London, NW1 3AN and registered with company number 02294747 as agent and trustee for the Secured Parties (the "**Security Agent**") which expression shall include any person for the time being appointed as security agent or as an additional security agent.

**IT IS AGREED** as follows:

## **1 DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this Deed, terms defined in the Facilities Agreement and/or the Intercreditor Agreement shall have the same meaning when used in this Deed and in addition:

<b>Account Bank</b>	any bank or financial institution with whom a Company holds an account from time to time;
<b>Accession Deed</b>	an accession deed substantially in the form set out in Schedule 6;
<b>Additional Company</b>	a company that becomes a Company in accordance with Clause 21;
<b>Administrator</b>	a person appointed in accordance with Schedule B1 Insolvency Act 1986 to manage a Company's affairs, business and property;
<b>Charged Property</b>	all the assets of a Company which from time to time are the subject of the Security created or expressed to be created in favour of the Security Agent by or pursuant to this Deed (and references to the Charged Property includes references to any part of it);
<b>Client Monies</b>	all fully segregated and independent accounts and all monies standing to the credit from time to time thereto opened with any bank, financial institution or other person in any jurisdiction now or at any time hereafter and held in a fiduciary capacity by the relevant Company on trust for a beneficiary who is not a Company and into which only premia, claims and other monies are received or receivable in a fiduciary capacity by the relevant Company and to be held on receipt by that Company on trust for the relevant beneficiary as required by, in each case, the laws, rules and regulations applicable to the Company from time to time (including those promulgated by the FCA or applicable government or regulatory body (or replacement thereof)) and

all rights in relation thereto;

<b>Collateral Rights</b>	all rights, powers and remedies of the Security Agent provided by or pursuant to this Deed or by law;
<b>Confidential Information</b>	all information and records wherever located (including accounts, business plans and financial forecasts, tax records, correspondence, designs, drawings, manuals, specifications, customer, sales and supplier information, technical or commercial expertise, software, formulae, processes, trade secrets, methods, knowledge and know-how) and which (either in their entirety or in the precise configuration or assembly of their components) are not publicly available and in each case whether or not recorded;
<b>Declared Default</b>	means any Event of Default in respect of which the Agent has served a notice or exercised any of its rights under clause 26.19 ( <i>Acceleration</i> ) of the Facilities Agreement;
<b>Employee Monies</b>	the fully segregated and independent accounts and all monies standing to the credit from time to time thereto held solely in a fiduciary capacity by the relevant Company on trust for that Company's employees and into which only monies from its employees are received by the relevant Company in a fiduciary capacity for the purposes of collective employee saving and to be held on receipt by that Company on trust for its employees and all rights in relation thereto;
<b>EU Regulation</b>	Regulation (EU) 2015/848 of 20 May 2015 on insolvency proceedings (recast);
<b>Excluded Assets</b>	any premia and other monies received into an account set up for the purpose of receiving such monies by a Company as agent for any underwriters, insurers or insurance brokers over which, under the contracts between a Company and such underwriters, insurers and insurance brokers, no security, charge, encumbrance or lien or right of set-off may be created or under which any such underwriters, insurers or insurance brokers are entitled to request that any lender be put on notice that it shall not be entitled to any security, charge, encumbrance or lien or right of set-off, solely to the extent that the relevant Company is under a contractual obligation to remit such premia and monies to such underwriters, insurers or insurance brokers;
<b>Facilities Agreement</b>	the facilities agreement dated on or about the date of this Deed and made between; (1) the Parent (as Parent); (2) Atec Group Limited (as Company and Original Borrower); (3) the persons listed in Part 1 of Schedule 1 therein (as Original Guarantors) and (4) Santander UK Plc (as Arranger, Original Lender, Agent and Security Agent);
<b>Financial Collateral</b>	shall have the same meaning as in the Financial Collateral Regulations;

**Financial Collateral Regulations** the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I. 2003/3226);

**Floating Charge Property** has the meaning given in Clause 3.1(n);

- Insurance Policy**
- (a) the insurance policies listed in Schedule 9 (Insurance Policies);
  - (b) any contract and policy of insurance or assurance and cover note in which a Company from time to time has an interest excluding, in each case, contracts and policies of insurance or assurance which relate to liabilities to third parties, or public liability insurance and any directors and officers insurance;
  - (c) the Insurance Proceeds; and
  - (d) all Related Rights;

**Insurance Proceeds** the proceeds of any insurance claim received by a Company after deduction of:

- (a) any reasonable expenses incurred in relation to the relevant claim and payable by that Company to a person which is not a member of that Company's group; and
- (b) amounts paid to meet third party claims, together with the benefits of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of that Company's ownership of any insurance policy and all that Company's interest in any of the foregoing;

- Intellectual Property**
- (a) patents, utility models, trade marks, service marks, copyright and related rights, moral rights, rights in databases, registered designs, design rights, domain names, the right to sue for passing off and/or unfair competition, and any other intellectual property rights and interests, (which may subsist now or in the future), in each case whether registrable or not and whether registered or not, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, including those subsisting in inventions, designs, drawings, performances, computer programs, computer software, trade secrets, semiconductor topographies, Confidential Information, knowhow, business names, trade names, brand names, domain names, metatags, goodwill or the style of presentation of goods or services;
  - (b) the benefit of all applications (or rights to apply for and be granted) and rights to use such assets (which may subsist now or in the future);

(c) all modification, derivatives, additions and improvements upon any such assets and all embodiments or fixations thereof;

(d) all reissues, continuations, divisionals, continuations-in-part, reexaminations, supplemental examinations, inter partes reviews, renewals, adjustments or extensions (including supplementary protection certificates and patent term extension certificates) of any such assets; and

(e) all Related Rights,

including those assets specified in schedule 8 (Intellectual Property) (or, as the case may be, as specified in an Accession Deed);

**Intercreditor Agreement**

the intercreditor agreement dated on or about the date of this Deed and made between; (1) Santander UK Plc (as Senior Agent); (2) the financial institutions named therein (as Senior Lenders); (3) the Parent (as Parent); (4) Atec Group Limited (as Senior Borrower); (5) Santander UK Plc (as Senior Arranger); (6) the entities named therein (as Hedge Counterparties); (7) Atec Group (Midco) Limited (as Subordinated Creditor); (8) the companies listed therein (as Intra-Group Lenders); (9) the subsidiaries of the Senior Borrower named therein (as Debtors) and (10) Santander UK Plc (as Security Agent);

**Investments**

(a) the Shares;

(b) any other stocks, shares, loan capital, bonds or other securities, now or at any time held directly by or to the order of a Company or by any trustee, fiduciary or clearance system on its behalf; and

(c) all Related Rights (including all rights against any such trustee, fiduciary or clearance system);

**Investment Rights**

**Derivative**

all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investment;

**Issuer**

the issuer of any Investment.

**Material Contracts**

(a) the agreements listed in Schedule 4 (The Material Contracts);

(b) any Hedging Agreement shall be a Material Contract under this definition;

(c) any other contract entered into by a Company that may from time to time be identified in writing by the Security

Agent as a Material Contract; and

(d) all Related Rights;

**Material Intellectual Property** Intellectual Property which is necessary for or material to the Group's business, including the Intellectual Property specified in schedule 8 (Intellectual Property) (or, as the case may be, as specified in an Accession Deed), and includes all Related Rights.

**Material Plant and Machinery** Plant and Machinery which is required by a Company in order to carry on its business as it is being conducted;

**Material Real Property** Real Property which:

(a) has a market value of £250,000 or more;

(b) is required by a Company in order to carry on its business as it is being conducted; or

(c) is a leasehold interest with a term of 25 years remaining or more;

including those specified in schedule 2 (Material Real Property) (or, as the case may be, as specified in an Accession Deed);

**Notice of Assignment** a notice of assignment in substantially the form set out in Schedule 3 or in such other form as may be agreed between the Security Agent and a Company;

**Parent** Atec Group (Holdco) Limited, a company incorporated and registered in England and Wales with company number 10849976 whose registered office is Ceta House, Cromwell Business Park, Chipping Norton, Oxfordshire, England, OX7 5SR;

**Planning Acts** the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 and any regulations or subordinate legislation made (before or after this Deed) under those statutes and any other statute or regulation governing or controlling the use or development of land and buildings;

**Plant and Machinery** comprises:

(a) the assets listed in Schedule 5 (Plant and Machinery);

(b) all equipment, plant, machinery, tools and all other

assets of a similar nature which are now, or at any time after the date of this Deed become, the property of a Company; and

- (c) all Related Rights;

**Real Property**

comprises:

- (a) a Company's estates or interests in all freehold, leasehold, commonhold or other immovable property; and
- (b) any buildings, fixtures and fittings (including trade and tenant's fixtures) situated on that property, fixed plant or machinery from time to time situated on or forming part of such property; and
- (c) all Related Rights;

**Receivables**

- (a) all present and future book and other debts and monetary claims owing to a Company or in which a Company has an interest; and
- (b) all Related Rights,

but excluding, in each case, any Excluded Assets, Client Monies or Employee Monies;

**Receiver**

a receiver or receiver and manager or administrative receiver of any or all of the Charged Property;

**Regulatory Capital**

those assets required from time to time to be treated as regulatory capital and/or to meet the threshold conditions on appropriate resources for the purposes of complying with the requirements of the FCA or the PRA including any headroom required by the FCA or the PRA from time to time;

**Related Rights**

in relation to any asset,

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, contract, agreement for sale or agreement for lease in respect of that asset (which may subsist now or in the future);
- (c) all rights, benefits, rents, deposits, goodwill, claims, warranties, guarantees, remedies, Security, indemnities or covenants (including covenants for title) in respect of that asset (which may subsist now or in the future);
- (d) the right to bring, make, oppose, defend appeal proceedings, claims or actions and obtain relief (and to

retain any damages recovered) in respect of any infringement or alleged infringement, or any other cause of action arising from ownership of the asset, whether occurring before, on or after the date of this Deed;

- (e) any right (including future rights) to apply for, prosecute and otherwise obtain patent, trade mark, registered design or any other registration or protection throughout the world in respect of any Intellectual Property or any present or future matter relating to them;
- (f) in respect of any and each application for any and all patents comprised in the Intellectual Property:
  - (i) the right to claim priority from and to prosecute and obtain grant of patent; and
  - (ii) the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
- (g) in respect of each and any invention disclosed in any and all patents, applications or patents, confidential information or otherwise disclosed by or comprised in the Intellectual Property, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
- (h) the right to extend to or register in or in respect of any country or territory in the world each and any of the Intellectual Property, and each and any of the applications comprised in such Intellectual Property or filed as aforesaid;
- (i) the rights (including, without limitation, rights relating to the receipt of royalties, fees or other monies from time to time) vested in a Company with respect to, and the benefit of all obligations owed from time to time by any person in relation to, any present or future agreement, document or instrument (including, without limitation, any licence, sub-licence or franchise) entered into, or the benefit of which is enjoyed, by a Company relating to the use of or licensing of or exploitation of any Intellectual Property by or to a Company or any other person whatsoever; and
- (j) its interests of whatsoever kind in or to any (including future) physical, electronic or other materials or media (including, without limitation, manuscripts, drawings, paintings, designs, source code, computer disks and computer programmes) constituting, comprising, the subject of or containing inventions, works, marks or things which are the subject of any Intellectual Property;

and

- (k) any income, moneys and proceeds paid or payable in respect of that asset (including interest or any judgment or order to pay a sum of money);

**Restricted Land** any leasehold property held by a Company under a lease, the terms of which preclude, either absolutely or conditionally, that Company from creating a mortgage or a charge or other Security over its leasehold interest in that property.

**Secured Obligations** all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any Obligor to any Secured Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity;

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

**Security Financial Collateral Arrangement** has the same meaning as in the Financial Collateral Regulations; and

**Shares** (a) the shares listed in Schedule 7 (Shares); and  
(b) any shares in the capital of any other member of the Group owned by any Company or held by any nominee on behalf of any Company at any time

## 1.2 Construction

- (a) Unless a contrary indication appears, a reference in this Deed to:
  - (i) the "**Agent**", the "**Arranger**", any "**Finance Party**", any "**Hedge Counterparty**", any "**Lender**", any "**Obligor**", any "**Party**", any "**Secured Party**", the "**Security Agent**" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to or of its rights and/or obligations under the Finance Documents and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents and this Deed shall be binding on, and enure to the benefit of, the parties to this Deed and their respective personal representations, successors, permitted assigns and permitted transferees;
  - (ii) "**assets**" includes present and future properties, revenues and rights of every description;
  - (iii) a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;

- (iv) **"guarantee"** means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
  - (v) **"indebtedness"** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
  - (vi) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
  - (vii) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
  - (viii) a provision of law is a reference to that provision as amended, re-enacted or restated; and
  - (ix) a time of day is a reference to London time.
- (b) Section, Clause and Schedule headings are for ease of reference only.
  - (c) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Deed.
  - (d) A Default or an Event of Default is 'continuing' if it has not been waived.
  - (e) For the avoidance of doubt, no Finance Party shall be entitled to recover more than once for any costs or expenses that have already been recovered under a corresponding provision of the Facilities Agreement or the Intercreditor Agreement.

### 1.3 Third Party Rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

## **1.4 Incorporation of Terms**

The terms of the Finance Documents are incorporated in this Deed to the extent required to ensure that any disposition of Real Property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

## **1.5 Effect as a Deed**

This Deed is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

## **2 COVENANT TO PAY AND INTEREST**

### **2.1 Secured Obligations**

Each Company covenants that it will, on demand, pay and discharge the Secured Obligations to the Security Agent when due in accordance with the terms of the Facilities Agreement.

## **3 GRANT OF SECURITY**

### **3.1 Charges**

Each Company with full title guarantee charges in favour of the Security Agent as continuing security for the payment and discharge of the Secured Obligations but excluding, at all times and in each and every case, any Client Monies, Employee Monies, Excluded Assets and Regulatory Capital and all relevant Related Rights:

- (a) by way of legal mortgage, the real property detailed in schedule 2 (Material Real Property);
- (b) subject to Clause 3.3 (Restricted Land), by way of fixed charge, the Material Real Property now or at any time after the date of this Deed belonging to the Company (other than any property charged under Clause 3.1(a) above);
- (c) by way of fixed charge;
  - (i) the Plant and Machinery specified in Schedule 5; and
  - (ii) all Plant and Machinery and other fixtures and fittings attached to any Real Property (other than any Plant and Machinery charged under Clause 3.1(c)(i) above);
- (d) by way of fixed charge, all vehicles, computers, office and other equipment owned by the Company, both present and future and all Related Rights;
- (e) by way of fixed charge;
  - (i) all present and future bank accounts, cash at bank and credit balances owned, operated or held by a Company or in which a Company has an interest with any bank or other person; and

- (ii) all Related Rights in relation to the accounts charged pursuant to Clause 3.1(e)(i) above (including but not limited to, entitlements to interest);
- (f) by way of fixed charge, all (including future) Intellectual Property;
- (g) by way of fixed charge, the goodwill of the Company;
- (h) by way of fixed charge, the uncalled capital of the Company;
- (i) by way of fixed charge, to the extent not validly and effectively assigned under Clause 3.3;
  - (i) the Material Contracts specified in Schedule 4; and
  - (ii) all Material Contracts other than any Material Contracts charged under Clause 3.1(i)(i) above;
- (j) by way of fixed charge, all rights, interests and claims in relation to each of the Insurance Policies, to the extent not validly and effectively assigned under Clause 3.3;
- (k) by way of fixed charge;
  - (i) all present and future Investments;
  - (ii) all Investment Derivative Rights;
  - (iii) where any Investment is held in a system for the deposit and settlement of transactions in Investments, all rights against the operator of such system or any participant in respect of such Investment;
- (l) by way of fixed charge, all present and future Receivables;
- (m) by way of fixed charge, the benefits of all licences, consents and authorisations held in connection with its business or the use of any Charged Property, and the right to any compensation in respect of any of them;
- (n) by way of floating charge, the whole of the Company's undertaking and assets, present and future, other than; (i) any assets validly and effectively mortgaged, charged or assigned by way of security (whether at law or in equity) by this Deed; and (ii) any Client Monies, Employee Monies, Excluded Assets and/ or Regulatory Capital (the "**Floating Charge Property**").

### 3.2 Qualifying Floating Charge

- (a) This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to any floating charge created by this Deed.
- (b) The Employee Monies will be excluded from the floating charge created by Clause 3.1(n) provided that the Security Agent has confirmed in writing that it has received from the relevant Company evidence (in form and substance satisfactory to the Security Agent in its sole unfettered discretion) that trust arrangements have been

entered into such that the employees of that Company hold the entire beneficial interest in the Employee Monies and that the interest of that Company in the Employee Monies is solely in its capacity as trustee for such employees.

### **3.3 Restricted Land**

- (a) There shall be excluded from the Charged Property any Restricted Land until the relevant consent is obtained by the relevant Company in accordance with clause 3.3(b) below. Immediately upon receipt of such consent, the relevant Restricted Land shall stand mortgaged and charged to the Security Agent under clause 3.1(a) (Legal mortgage) and the fixed charge contained in clause 3.1(b) (Fixed charges) (together with any mortgage or charge to be created under Clause 7 (Further Assurance) or an Accession Deed).
- (b) In respect of any Material Real Property which is Restricted Land, the relevant Company shall promptly (at the cost of that Company) and subject to the Agreed Security Principles, make an application for the landlord's consent to the creation of the mortgage contained in this Deed and shall use all reasonable endeavours to obtain such consent as soon as reasonably practicable and shall keep the Security Agent informed of the progress of its negotiations with such landlord.

### **3.4 Assignment**

As a continuing security for the payment and discharge of the Secured Obligations, each Company with full title guarantee assigns to the Security Agent absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Obligations all of its rights, title, interest and benefit from time to time in and to:

- (a) the Material Contracts; and
- (b) the Insurance Policies.

### **3.5 Financial Collateral**

- (a) To the extent that the Charged Property constitutes Financial Collateral, each Company agrees that such Charged Property shall be held or designated so as to be under the control of the Security Agent (or by a person acting on its behalf) for the purposes of the Financial Collateral Regulations.
- (b) To the extent that the Charged Property constitutes Financial Collateral and is subject to a Security Financial Collateral Arrangement created by or pursuant to this Deed, the Security Agent shall have the right at any time after this Deed becomes enforceable, to appropriate all or any part of that Charged Property in or towards the payment or discharge of the Secured Obligations.
- (c) The value of any Charged Property appropriated in accordance with this Clause shall be:
  - (i) in the case of cash, the amount standing to the credit of any account, together with accrued but unposted interest, at the time the right of appropriation is exercised; and
  - (ii) in the case of Investments, the market price of that Charged Property at the

time the right of appropriation is exercised, as listed on any recognised market index, or as determined by such other method as the Security Agent may select (acting reasonably); and

- (iii) each Company agrees that the methods of valuation provided for in this Clause are commercially reasonable for the purposes of Regulation 18 of the Financial Collateral Regulations.

## **4 NEGATIVE PLEDGE**

### **4.1 Negative Pledge**

Each Company shall not create or permit to subsist any Security over any of the Charged Property, other than Permitted Security.

### **4.2 Disposal Restrictions**

Each Company shall not:

- (a) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, discount, factor, release, exchange, transfer, assign, lease, lend or otherwise dispose of any of the Charged Property other than the Floating Charge Property in the ordinary course of trading on an arm's length basis or as otherwise permitted pursuant to the Facilities Agreement; or
- (b) create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.

## **5 CRYSTALLISATION OF FLOATING CHARGE**

### **5.1 Crystallisation on notice**

The Security Agent may at any time by notice in writing to a Company immediately convert the floating charge created by Clause 3.1(n) into a fixed charge as regards any property or assets specified in the notice if:

- (a) a Declared Default has occurred and is continuing; or
- (b) the Security Agent considers (acting reasonably) that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process.

### **5.2 Automatic crystallisation**

If, without the prior written consent of the Security Agent:

- (a) a Company disposes of any of the Floating Charge Property other than in the ordinary course of trading on an arm's length basis or as otherwise permitted pursuant to the Facilities Agreement; or
- (b) any steps are taken for any of the Charged Property to become subject to any

Security or a trust in favour of any other person other than as permitted pursuant to the Facilities Agreement; or

- (c) any person levies or uses or attempts to levy or use any distress, commercial rent arrears recovery procedure under section 72(1) of the Tribunals, Courts and Enforcement Act 2007, execution or other process against any of the Charged Property or other lawful taking control of goods; or
- (d) a resolution is passed, steps are taken or an order is made for the winding-up, dissolution, or re-organisation of or any steps are taken for the appointment of an administrator in respect of a Company,

the floating charge created under Clause 3.1(n) by any Company will automatically be converted (without notice) with immediate effect into a fixed charge in respect of the relevant Floating Charge Property.

### **5.3 Cessation**

At any time after the floating charge constituted under this Deed shall have crystallised as a fixed charge over all or part of the Charged Property pursuant to this Clause 5 but before the appointment of any Receiver pursuant hereto, the said fixed charge shall upon the written consent of the Security Agent cease to attach to the assets then subject to the fixed charge and shall again subsist as a floating charge.

### **5.4 Assets acquired after crystallisation**

Any asset acquired by any Company after any conversion of the floating charge created under this Deed, in accordance with Clauses 5.1 or 5.1(b) above which but for such conversion would be subject to a floating charge shall, (unless the Security Agent confirms in writing to the contrary) be charged to the Security Agent (as trustee for the Secured Parties) by way of first fixed charge.

### **5.5 Moratorium**

The floating charge created under this Deed shall not convert into a fixed charge solely by reason of a moratorium being obtained under Part A1 to the Insolvency Act 1986 (or anything done with a view to obtaining such a moratorium) in respect of a Company. This Clause 5.5 shall not apply to any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

## **6 PERFECTION OF SECURITY**

### **6.1 Deposit of Title Documents**

Promptly following the execution of this Deed or, in the case of an Additional Company on the date of the relevant Accession Deed (or, if later, promptly after the date of acquisition of the relevant Charged Property), each Company shall deposit with (or procure delivery to) the Security Agent:

- (a) to the extent that the relevant documents have not been deposited with a clearance system, settlement system or custodian acceptable to the Security Agent, all deeds and documents of title relating to the Charged Property;

- (b) all Insurance Policies to which the Company is entitled to possession;
- (c) at the request of the Security Agent, all or any certificates relating to the Investments together with stock transfer forms executed in blank and other documents as the Security Agent may from time to time require for perfecting its title to the Investments or for vesting or enabling it to vest the Investments in itself or its nominees or in any purchaser and declarations of trust in favour of the Company executed by all persons (other than that Company) in whose name the Investments are registered; and
- (d) at the request of the Security Agent, deposit all certificates or other evidence of registration of any Intellectual Property, or records or other documents relating to applications for Intellectual Property, and physical, electronic or other materials, media or information in its possession or control or to which it has access (including, without limitation, manuscripts, drawings, paintings, designs, source codes, computer disks and computer programmes) constituting, comprising, evidencing, the subject of or containing inventions, works, marks or things which are the subject of any Intellectual Property in or to which a Company has any interest of any kind whatsoever.

## 6.2 Notices of Assignment

Each Company shall, within three Business Days following the execution of this Deed, or in the case of an Additional Company, on the date of the relevant Accession Deed (and within three Business Days upon the obtaining of any Insurance Policy, the opening of any bank account or the execution of any Material Contract after the date of this Deed):

- (a) give notice in the form set out in Schedule 3 (*Form of Notice of Assignment to Contract Counterparty*) to each person with whom the Company has entered into a Material Contract of the assignment of the Company's rights and interest in and under such Material Contract and shall use reasonable endeavours to procure (other than in respect of a notice addressed to any other member of that Company's group, in which scenario the Company shall procure) that each addressee of such notice will promptly and in any event within 20 Business Days provide an acknowledgement to the Security Agent substantially in the form set out in Schedule 3 (*Form of Acknowledgement from Contract Counterparty*);
- (b) give notice in the form set out in of Schedule 3 (*Form of Notice of Assignment to Insurers*) to each insurer with whom the Company has an Insurance Policy of the assignment of the Company's rights and interest in and under such Insurance Policy and shall use reasonable endeavours to procure that each addressee of such notice will promptly and in any event within 20 Business Days provide an acknowledgement to the Security Agent substantially in the form set out in Schedule 3 (*Form of Acknowledgement from Insurers*); and
- (c) give notice in the form set out in Schedule 3 (*Form of Notice of Charge to Account Bank*) to each Account Bank of the charging of the Company's rights and interest in its bank accounts and shall use reasonable endeavours to procure that each Account Bank will promptly and in any event within 20 Business Days provide an acknowledgement to the Security Agent substantially in the form set out in Schedule 3 (*Form of Acknowledgement from Account Bank*).

## 6.3 Registration of Material Intellectual Property

Each Company shall, if requested by the Security Agent (acting in accordance with the Agreed Security Principles), execute all such documents and do all acts that the Security

Agent may reasonably require or that are otherwise required by the body responsible for the relevant register or that are otherwise required in law to record the interest of the Security Agent in any registers relating to any registered Material Intellectual Property or applications for the registration of Material Intellectual Property.

#### **6.4 Land Registry restriction**

In respect of any Material Real Property or part of or interest in any Material Real Property title to which is registered at the Land Registry (or any unregistered land subject to first registration), but excluding, in each case, any Restricted Land pursuant to Clause 3.3 (*Restricted Land*) each Company shall apply or consent to the Security Agent making an application being made to the Chief Land Registrar to enter the following restriction on the Register of Title for such Material Real Property:

*"No [disposition or {specify type of disposition}] of the registered estate [(other than a charge)] by the proprietor of the registered estate [or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction,] is to be registered without a written consent signed by the proprietor for the time being of the Charge dated {date} in favour of [Santander UK Plc] referred to in the charges register [or [their conveyancer [or specify appropriate details]]."*

#### **6.5 Tacking**

The obligation on the part of the Finance Parties to make further advances to any Company is deemed to be incorporated in this Deed and each Company consents to the Security Agent applying to the Chief Land Registrar for a note of such obligation to be entered on the Register of Title of all present and future registered Material Real Property (excluding Restricted Land pursuant to Clause 3.3 (*Restricted Land*)).

### **7 FURTHER ASSURANCE**

#### **7.1 Further assurance - general**

Each Company shall (at its own expense and subject to the Agreed Security Principles and receipt of any necessary consents) promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):

- (a) to perfect or protect the Security created or intended to be created under or evidenced by this Deed (which may include the execution of a mortgage, charge, assignment, transfer or other Security over all or any of the assets which are, or are intended to be, the subject of this Deed) or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to the Finance Documents or by law;
- (b) to confer on the Security Agent or the Finance Parties, Security over any property and assets (excluding any Excluded Assets, Client Monies or Employees Monies and any Regulatory Capital) of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or
- (c) once the Security created by this Deed has become enforceable in accordance with Clause 10.1 (Enforcement), to facilitate the realisation of the assets which are, or are intended to be, the subject of this Deed.

## 7.2 Further assurance - security

Subject to the Agreed Security Principles, each Company shall take all such action as is available to it (including making all filings and registrations requested by the Security Agent and subject to the Agreed Security Principles) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to this Deed.

## 8 REPRESENTATIONS

8.1 Each Company makes the Repeating Representations to the Security Agent on the date of this Deed and on each day on which the Repeating Representations are repeated or deemed to be repeated in accordance with the Facilities Agreement.

8.2 Each Company confirms that the shares as listed in Schedule 7 (Shares) of this Deed reflect all shares which are in issue as at the date of this Deed.

## 9 UNDERTAKINGS

9.1 The undertakings in this Clause 9 (*Undertakings*) shall remain in force during the continuance of the Security constituted by this Deed.

### 9.2 Real Property

(a) Each Company shall:

(i) notify the Security Agent within 14 days of receipt of every material notice, order or proposal given, or made in relation to, the Material Real Property by any competent authority and (if required by the Security Agent) immediately provide it with a copy of the same and either:

(A) comply with such notice, order or proposal; or

(B) make such objections to the same as the Security Agent may require or approve; and

(C) any compensation received by the Company as a result of any notice or order shall be applied in repayment of the Secured Obligations;

(ii) duly and punctually pay all rates, rents and other outgoings owed by it in respect of the Material Real Property;

(iii) comply with all covenants and obligations affecting any of the Material Real Property or the manner of use of any of it;

(iv) not, except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any of the Charged Property;

(v) not do, cause or permit to be done or omit to do anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of

any of the Charged Property;

- (vi) maintain all buildings and erections forming part of the Material Real Property in a good state of repair, provided that nothing in this Clause shall oblige a Company to keep any of its properties, fixtures and fittings in a better state of repair or in better working order or condition than they are at the date of this Deed (or the date of the relevant Accession Deed), or than is required for the business of that Company, and in all cases subject to fair wear and tear; and
- (vii) not carry out any development within the meaning of section 55 of the Town and Country Planning Act 1990 without first obtaining such permissions as may be required under applicable legislation and, in the case of development involving a substantial change in the structure of or a substantial change in use of, any part of the Material Real Property, without first obtaining the written consent of the Security Agent;

(b) Each Company will:

- (i) not do or knowingly omit or knowingly suffer to be done or omitted any act, matter or thing in, on or in respect of any Material Real Property required to be done or omitted by the Planning Acts or which shall contravene the provisions of the Planning Acts; and
- (ii) indemnify the Security Agent on demand against all actions, proceedings, costs, expenses, claims and demands whatsoever suffered by the Security Agent in respect of any such act, matter or thing so contravening the provisions of the Planning Acts.

(c) Each Company will not, except with the prior written consent of the Security Agent or as expressly permitted under the Facilities Agreement, confer on any person:

- (i) any lease or tenancy of any of the Material Real Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power);
- (ii) any right or licence to occupy any land or buildings forming part of the Material Real Property; or
- (iii) any licence to assign or sub-let any part of the Material Real Property;

(d) Each Company will

- (i) not do or permit to be done anything in respect of a Material Real Property as a result of which any lease may be liable to forfeiture or otherwise be determined;
- (ii) provide the Security Agent with all information which it may reasonably request in relation to the Material Real Property;
- (iii) authorise the Security Agent to make any application which the Security Agent deems appropriate for the designation of this Deed and/or Finance Documents and/or any other document as exempt information documents under rule 136 of the Land Registration Rules 2003 and use its best

endeavours to assist with any such application made by or on behalf of the Security Agent;

- (iv) notify the Security Agent in writing as soon as it receives notice of any person's application under rule 137 of the Land Registration Rules 2003 for the disclosure of this Deed or any other document, following its designation as an exempt information document and not make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of such document as an exempt information document;
- (v) notify the Security Agent immediately upon the acquisition of any Material Real Property;
- (vi) permit the Security Agent, the Finance Parties and any person nominated by any of them at all reasonable times with reasonable notice to enter any part of the Material Real Property and view the state of it;
- (vii) grant the Security Agent on request all reasonable facilities within the power of the Company to allow the Security Agent (or its lawyers) to carry out (at the Company's expense) investigations of title to the Material Real Property expressly charged pursuant to Clause 3.1(a) and to make all enquiries in relation to any part of the Material Real Property which a prudent mortgagee might carry out;

**9.3** Subject to Clause 3.3 (Restricted Land), each Company shall promptly notify the Security Agent in writing if it intends to acquire any Material Real Property and shall promptly on request by the Security Agent (at the cost of that Company) and subject to the Agreed Security Principles execute a legal mortgage in favour of the Security Agent of that property in any form which the Security Agent may reasonably require provided that the terms of such legal mortgage shall be no more onerous for the Company than the terms of this Deed.

#### **9.4 Plant and Machinery**

Each Company shall:

- (a) maintain at its own expense all Material Plant and Machinery, fixtures, fittings and other effects for the time being owned by it in good working order and condition, provided that nothing in this Clause shall oblige a Company to keep any of it in a better state of repair or in better working order or condition than they are at the date of this Deed (or the date of the relevant Accession Deed), or than is required for the business of that Company, and in all cases subject to fair wear and tear;
- (b) promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Material Plant and Machinery and, on demand, produce evidence of such payment to the Security Agent;
- (c) affix to any item of Material Plant and Machinery a durable notice of this Deed in such form as the Security Agent may require;
- (d) not make any material alterations or additions to any Material Plant and Machinery which are reasonably likely to depreciate, jeopardise or prejudice their value or marketability;

- (e) not remove any Material Plant and Machinery from the Real Property except for the purpose of maintenance pursuant to the terms of this Deed.

## **9.5 Insurance**

In addition to complying with any requirements as to insurance in the Finance Documents, each Company shall:

- (a) ensure that the interest of the Security Agent as chargee is noted on all relevant policies but without:
  - (i) any liability on the part of the Security Agent for any premium in relation to those insurances; or
  - (ii) any obligation on the part of the Security Agent to make any disclosure, or to fairly present any risk, in relation to those insurances;
- (b) ensure that all insurances on and in relation to its business and assets of an insurable nature are against those risks and to the extent as is usual for companies owning or possessing similar assets or carrying on the same or substantially similar business as that Company;
- (c) promptly pay all premiums and comply with all other terms relating to all policies of insurance;
- (d) supply to the Security Agent on request copies of each policy of insurance required to be maintained in accordance with this Deed together with current premium receipts relating to it;
- (e) not do or permit to be done or omit to do anything which may render any insurance void, voidable or unenforceable (in whole or in part) or make available any other remedies to the insurer, or vary, amend or terminate any policy of insurance; and
- (f) notify the Security Agent if any claim arises or may be made under the insurances.

## **9.6 Intellectual Property**

Each Company shall:

- (a) observe and comply with all material obligations and laws to which it is subject in its capacity as registered proprietor, applicant, beneficial owner, user, licensor or licensee of its Material Intellectual Property or any part of it;
- (b) duly register in such register(s), or with such authorities as may be available for the purpose and in such name(s) as may be required by the law and practice of the place or system of registration, such of its Material Intellectual Property (and all assignments, licences and mortgages of it) as may be capable of registration in such places;
- (c) not change the specification referred to in or scope of any of its registrations of Material Intellectual Property or permit any disclaimer, condition, restriction, memorandum or other thing to be entered on the registration of any registered

Material Intellectual Property or any application therefore, the effect of which will be to materially and adversely affect the value of such Material Intellectual Property;

- (d) not grant any licence to any person to use its Material Intellectual Property in any manner which will materially and adversely affect the value of such Material Intellectual Property;
- (e) promptly notify the Security Agent in writing if it acquires any Material Intellectual Property and shall promptly on request by the Security Agent (at the cost of that Company) and subject to the Agreed Security Principles, comply with all instructions of the Security Agent in respect of, any document required to make entries in any public register of Material Intellectual Property in any jurisdiction (including the United Kingdom Trade Marks Register) which either record the existence of this Deed or the restrictions on disposal imposed by this Deed.

## **9.7 Receivables**

- (a) Each Company shall get in and realise the Receivables in the ordinary course of business.
- (b) Save as permitted in the Facilities Agreement, each Company shall not, without the prior written consent of the Security Agent sell, factor, discount, transfer, assign, lend or otherwise dispose of any of Receivable (excluding any Excluded Assets, Client Monies or Employee Monies) or enter into any agreement to do so.
- (c) After the Security created under this Deed has become enforceable in accordance with Clause 10.1 (Enforcement), each Company will:
  - (i) pay the proceeds of those Receivables (excluding any Excluded Assets, Client Monies or Employee Monies) into an account (or, where required under the Finance Documents or the Security Agent so requires, into a Charged Account); and
  - (ii) comply with any notice served by the Security Agent on the Company prohibiting the Company from withdrawing all or any monies from time to time standing to the credit of its accounts with any bank, financial institution or other person, except with the prior written consent of the Security Agent; and
  - (iii) if called upon so to do by the Security Agent, execute a legal assignment of the Receivables to the Security Agent (in a form and substance satisfactory to the Security Agent and give notice of assignment of the Receivables (in a form and substance satisfactory to the Security Agent) to the debtors from whom the Receivables are due, owing or incurred and use reasonable endeavours to obtain an acknowledgement to such notice from each debtor.
- (d) If and to the extent that the Security Agent so specifies, at any time after the Security created under this Deed has become enforceable in accordance with Clause 9.1 (Enforcement), each Company shall pay the proceeds of payment or realisation of its assets comprising temporary and other investments, book and other debts, royalties, fees and income of like nature or other moneys received by that Company (excluding in each case any Excluded Assets, Client Monies or Employee Monies) as the Security Agent may require into such Account(s) as the Security Agent may from time to time specify and pending such payment shall hold all such receipts on trust for the Security Agent;

## **9.8 Investments**

- (a) Each Company shall:
  - (i) promptly pay when due all calls or other payments which may be or become due in respect of the Investments;
  - (ii) subject to all times to the Agreed Security Principles, at the written request of the Security Agent, procure all consents, waivers and approvals which are necessary, under the articles of association of any Issuer, for the transfer of the Investments to the Security Agent or its nominee or to a purchaser upon the enforcement of this Deed and to procure the amendment of the share transfer provisions of each Issuer's articles of association in such manner as the Security Agent may reasonably require in order to permit such a transfer;
  - (iii) after the Security constituted by this Deed becomes enforceable in accordance with Clause 10.1 (Enforcement) and if so requested by the Security Agent in writing:
    - (A) instruct any clearance system to transfer any Investment held by it for the Company or its nominee to an account of the Security Agent or its nominee with that clearance system; and
    - (B) take whatever action the Security Agent may request for the dematerialisation or re-materialisation of any Investment held in a clearance system;
    - (C) without prejudice to the above, permit the Security Agent, at the expense of the Company, to take whatever action it deems necessary for the dematerialisation or re-materialisation of any Investment;
  - (iv) ensure (as far as it is able to by the exercise of all voting rights, powers of control and other means available to it) that any issuer of the Investments that is not a public company shall not:
    - (A) consolidate or subdivide any of the Investments or reorganise, exchange, repay or reduce its share capital in any way;
    - (B) issue any new shares or stock; or
    - (C) refuse to register any transfer of any of the Investments that may be lodged with it for registration by, or on behalf of, the Security Agent or the Company in accordance with this Deed.
  - (v) until the Security constituted by this Deed becomes enforceable in accordance with Clause 10.1 (Enforcement), be entitled to:
    - (A) receive and retain all dividends, distributions and other moneys paid on or derived from the Investments unless the payment of such dividends, distributions or other moneys is prohibited by the Facilities Agreement or the Intercreditor Agreement; and
    - (B) exercise or refrain from exercising all voting and other rights and powers attaching to the Investments provided that it must not do so in a manner which is prejudicial to the interests Security Agent under

this Deed or which would result in the alteration of the rights or liabilities attaching to or conferred by all or any of the Investments;

- (vi) after the Security constituted by this Deed becomes enforceable in accordance with Clause 10.1 (Enforcement):
  - (A) hold all dividends, distributions and other moneys paid on or derived from the Investments on trust for the Security Agent; and
  - (B) comply and procure that its nominees comply with any directions from the Security Agent concerning the exercise of all voting and other rights and powers attaching to the Investments;
- (vii) at any time after the Security constituted by this Deed becomes enforceable in accordance with Clause 10.1 (Enforcement), permit the Security Agent to complete the instrument(s) of transfer for the Investments on behalf of the Company in favour of itself or such other person as it may select.

(b) Each Company shall:

- (i) within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 from any company incorporated in the United Kingdom whose shares are the subject of the Transaction Security; and
- (ii) promptly provide the Security Agent with a copy of that notice.

## **9.9 Material Contracts**

Each Company shall:

- (a) not, without the prior written consent of the Security Agent, amend or waive any term of any Material Contract, terminate any Material Contract or release any other party from its obligations under any Material Contract;
- (b) duly perform its obligations under each Material Contract,
- (c) after the Security constituted by this Deed becomes enforceable in accordance with Clause 10.1 (Enforcement), notify the Security Agent of any material default by it or any other party under any Material Contract and not take any action which would reduce or impede recoveries in respect of any Material Contract.

## **9.10 Goodwill**

Each Company shall:

- (a) not, except as permitted in the Facilities Agreement or otherwise with the prior written consent of the Security Agent, grant any franchise, licence or other authority to any person to use its company name, trade name or business name or any other business asset which will materially and adversely affect the value of the goodwill of the Company;

- (b) where the prior written consent of the Security Agent had been given under Clause 9.10(a), comply with Clause 9.7 (*Receivables*) in relation to any income or monies receivable in respect of such franchise, licence or authority as if such income or monies were Receivables.

#### **9.11 Uncalled capital**

Each Company shall:

- (a) not call up, or receive in advance of its due date, any uncalled capital; and
- (b) promptly apply any paid capital towards the repayment, in full or in part, of the Secured Obligations.

### **10 ENFORCEMENT OF SECURITY**

#### **10.1 Enforcement**

- (a) The Security constituted by this Deed shall become immediately enforceable at any time after the occurrence of a Declared Default.
- (b) Once the Security constituted by this Deed has become enforceable, the Security Agent may with or without further notice to any Company:
  - (i) appoint an Administrator of a Company in accordance with the Insolvency Act 1986 and any secondary legislation made under or pursuant to the same; or
  - (ii) appoint a Receiver to any of the Charged Property as detailed in Clause 12.1.

#### **10.2 Powers on enforcement**

At any time after the Security created under this Deed becomes enforceable in accordance with Clause 10.1 (Enforcement), the Security Agent may, without notice to any Company and whether or not it has appointed a Receiver, exercise:

- (a) all or any of the powers, authorities and discretions conferred on mortgagees and Receivers by the Law of Property Act 1925 (as varied or extended by this Deed) including the power to take possession of, receive the benefit of, or sell any of the Charged Property;
- (b) all of the powers conferred on the holder of a qualifying floating charge (as specified in paragraph 14 of Schedule B1 to the Insolvency Act 1986) and all of the powers conferred on an administrative receiver by the Insolvency Act 1986 or, otherwise by law; and
- (c) in the name of the relevant Company (without any further consent or authority from that Company) any voting rights attached to the Investments and all powers given to trustees in respect of securities or property subject to a trust and any other powers or rights exercisable by the registered holder or bearer of the Investments; and
- (d) all or any of the powers conferred on the Security Agent or any Receiver by this Deed

(including for the avoidance of doubt by clauses 11 and 13 of this Deed).

### **10.3 No Liability as Mortgagee in Possession**

- (a) The exercise of any rights of the Security Agent or Receiver under this Deed shall not make the Security Agent or Receiver liable to account as a mortgagee in possession;
- (b) Neither the Security Agent nor any Receiver shall be liable by reason of entering into possession of any Charged Property, or for any other reason, to account as a mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any act, neglect, default or omission for which a mortgagee in possession might otherwise be liable.

## **11 POWERS OF THE SECURITY AGENT**

### **11.1 Extension of Powers**

The power of sale conferred on the Security Agent and on any Receiver by this Deed shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925.

### **11.2 Statutory power of sale**

- (a) The statutory power of sale shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on the date of this Deed.
- (b) The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 (as varied or extended by this Deed) shall be immediately exercisable at any time after the Security constituted by this Deed has become enforceable pursuant to clause 10 (*Enforcement of Security*), or a Receiver has been appointed, but this provision shall not affect a purchaser or require a purchaser to ask whether a demand or appointment has been made.
- (c) Section 103 of the Law of Property Act 1925 shall not apply to this Deed.

### **11.3 Consolidation of Mortgages**

The restrictions on consolidation of mortgages in Sections 93 of the Law of Property Act 1925 shall not apply to this Deed.

### **11.4 Power of Leasing**

At any time after the Security created by this Deed becomes enforceable in accordance with Clause 10.1 (*Enforcement*), the Security Agent may lease or make arrangements to lease, at a premium or otherwise, and accept surrenders of leases without any restriction and in particular without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925.

### **11.5 Discretion**

Any liberty or power which may be exercised or any determination which may be made hereunder by the Security Agent or any Receiver may, be exercised or made in their absolute and unfettered discretion without any obligation to give reasons.

## **11.6 Delegation**

- (a) Each of the Security Agent and any Receiver may delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including the power of attorney) on such terms and conditions as it shall see fit (including the power to sub-delegate) which delegation shall not preclude either the subsequent exercise of such power, authority or discretion by the Security Agent or the Receiver itself or any subsequent delegation or revocation thereof.
- (b) Neither the Security Agent nor any Receiver will be in any way responsible or liable to the Companies or any other person for any cost, expense, loss or liability arising from any act, omission, default, or misconduct on the part of any delegate or sub-delegate.

## **11.7 Power to Remedy**

If at any time a Company does not comply with any of its obligations under this Deed, the Security Agent may (but shall not be obliged to) rectify such default and the Company irrevocably authorises the Security Agent, its employees and agents, at the Company's expense, to do all such things as are necessary to rectify such default.

## **12 APPOINTMENT OF RECEIVER**

### **12.1 Appointment and Removal**

- (a) Subject to paragraph (b) below, at any time after the Security created under this Deed becomes enforceable in accordance with Clause 10.1 (Enforcement), or if requested to do so by a Company, the Security Agent may (by deed or otherwise and acting through its authorised officer):
  - (i) appoint one or more persons jointly or jointly and severally to be a Receiver of the whole or any part of the Charged Property;
  - (ii) remove (so far as it is lawfully able) any Receiver(s) so appointed;
  - (iii) appoint another person(s) as an additional or replacement Receiver(s); and
  - (iv) extend the Receiver's appointment to include Charged Property not previously included in his appointment.
- (b) The Security Agent shall not be 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 Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

### **12.2 Capacity of Receivers**

Each Receiver shall be:

- (a) an agent of a Company which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration; and
- (b) entitled to remuneration for his services at a rate to be fixed by the Security Agent from time to time (without being limited to the maximum rate specified in Section 109(6) of the Law of Property Act 1925).

### **13 POWERS OF RECEIVER**

#### **13.1 General Powers**

Every Receiver shall have all the powers:

- (a) conferred by the Law of Property Act 1925 on mortgagees in possession and receivers appointed under that Act but without any of the restrictions imposed upon the exercise of those powers by the Law of Property Act 1925;
- (b) set out in Schedule 1 to the Insolvency Act 1986; and
- (c) conferred from time to time on Receivers by statute.

#### **13.2 Additional Powers**

In addition to the powers referred to in Clause 13.1 (*General Powers*) a Receiver shall have the power, at the cost of any Company and either in the Receiver's own name or in the name of the Company over which or in respect of whose assets the Receiver is appointed or (with the written approval of the Security Agent) in the name of the Security Agent to:

- (a) take possession of, collect and get in all or any part of the Charged Property in respect of which the Receiver was appointed;
- (b) carry on, manage or concur in carrying on and managing all or any part of the business of the Company;
- (c) borrow or raise money and secure the payment of any money in priority to the charges created by this Deed for the purpose of exercising his powers and/or defraying any costs or expenses incurred by him in such exercise;
- (d) sell, let, lease or concur in selling, letting or leasing and to vary the terms or determine, surrender and to accept surrenders of leases or tenancies of or grant options or licences over all or any part of the Charged Property in any manner and on such terms as he thinks fit. The consideration for any such transaction may consist of cash or of shares or securities of another company (and the amount of such consideration may be dependent on profit or turnover or be determined by a third party) and may be payable in a lump sum or in instalments;
- (e) sever any fixtures (including trade and tenants fixtures) from the property of which they form part, without the consent of the Company;
- (f) exercise all powers, rights and/or obligations under any contract or agreement forming part of the Charged Property, including, without limitation, all voting and other rights attaching to the Investments;

- (g) make and effect all repairs, renewals, improvements, and insurances which the Receiver may think fit;
- (h) redeem any prior Security in respect of all or any of the Charged Property and to settle and pass the accounts of the holder of such prior Security and any accounts so settled and passed will, in the absence of manifest error, be conclusive and binding on the Company. All moneys paid to the holder of such Security in accordance with such accounts shall form part of the Secured Obligations;
- (i) promote the formation of subsidiaries of the Company for the purpose of purchasing, leasing, licensing or otherwise acquiring interests in all or any of the assets of the Company and to arrange for any such subsidiaries to trade or cease to trade on such terms as the Receiver thinks fit;
- (j) take such proceedings and to make any arrangement or compromise which the Receiver may think fit;
- (k) appoint managers, officers and agents at such salaries and for such periods as the Receiver may determine;
- (l) exercise in relation to all or any part of the Charged Property all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Charged Property; and/or
- (m) do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise expedient for or incidental or conducive to the preservation, improvement or realisation of the Charged Property.

### **13.3 Multiple Receivers**

If more than one person is appointed to act as Receiver, each person may act severally and independently of any other, except to the extent that the Security Agent states to the contrary in the appointment. References in this Deed to the Receiver are to each and all of them as appropriate.

## **14 APPLICATION OF MONEYS**

### **14.1 Order of application**

All moneys received or recovered by the Security Agent or any Receiver pursuant to this Deed shall (subject to the rights and claims of any person having Security ranking in priority to the Security constituted by this Deed) be applied in accordance with Clause 16 of the Intercreditor Agreement.

### **14.2 No obligation**

Neither the Security Agent nor any Receiver shall be bound (whether by virtue of section 109(8) of the Law of Property Act 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Obligations.

### **14.3 Actual Receipts**

Only money actually paid by the Receiver to the Security Agent, or received or recovered by the Security Agent under this Deed, shall be capable of being applied in or towards the satisfaction of the Secured Obligations and a Company shall have no rights in respect of the application by the Security Agent of any sums received, recovered or realised by the Security Agent under this Deed.

#### **14.4 Suspense Account**

Until all Secured Obligations have been irrevocably and unconditionally paid and discharged in full, the Security Agent and any Receiver may place and keep for such time as it thinks prudent any moneys received, recovered or realised under or by virtue of this Deed in a separate or suspense account to the credit of either a Company or of the Security Agent without any obligation to apply all or any part of such moneys in or towards the discharge of the Secured Obligations. Amounts standing to the credit of such suspense account shall bear interest at a fair market rate.

#### **14.5 Avoidance of Payments**

If the Security Agent reasonably considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation, administration or similar laws, the liability of the Companies under this Deed and the Security constituted hereby shall continue and such amount shall not be considered to have been irrevocably paid.

### **15 PROTECTION OF PURCHASERS**

#### **15.1 Conclusive Discharge**

The receipt of the Security Agent or its authorised delegate or any Receiver shall be conclusive discharge to a purchaser in any sale or disposal of any of the Charged Property.

#### **15.2 Protection of Third Parties**

No purchaser, mortgagee or other person dealing with the Security Agent or its authorised delegate or any Receiver shall be bound to enquire:

- (a) whether any of the Secured Obligations have become due or payable or remain unpaid or undischarged;
- (b) whether any power the Security Agent, delegate or such Receiver is purporting to exercise has arisen or become exercisable or is properly exercisable; or
- (c) how any money paid to the Security Agent or its delegate or any Receiver is to be applied.

### **16 POWER OF ATTORNEY**

#### **16.1 Appointment of Security Agent**

Each Company irrevocably by way of security and to more fully secure the performance of its obligations under this Deed, appoints the Security Agent, each person to whom the Security Agent shall from time to time have delegated the exercise of the power of attorney conferred by this Clause and any Receiver jointly and severally to be its attorney with full power to

appoint substitutes and to delegate for the Company in its name and on its behalf to execute, deliver and perfect all deeds, documents and to do all acts or things which are necessary:

- (a) for carrying out any obligation imposed on the Company by this Deed that the Company has failed to perform (including the execution and delivery of any deeds, charges, assignments or other Security and any transfers of the Charged Property);
- (b) for enabling the Security Agent and any Receiver to exercise any of the powers conferred on them by or pursuant to this Deed or by law; or
- (c) to perfect or vest in the Security Agent, its nominees or any purchaser, title to any Charged Property which they deem expedient in connection with the getting in disposal or realisation of any Charged Property or the exercise of any other power under this Deed.

## **16.2 Ratification**

Each Company ratifies and confirms (and agrees to ratify and confirm) all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

## **16.3 Exercise of Power of Attorney**

The Security Agent, each person to whom the Security Agent has delegated the exercise of the power of attorney conferred by Clause 16.1 and any Receiver may only exercise the power of attorney granted pursuant to Clause 16.1:

- (a) at any time after the Security created under this Deed becomes enforceable in accordance with Clause 10.1 (Enforcement); or
- (b) where the relevant Company has failed to comply with any undertaking or obligation under Clause 6 (*Perfection of Security*) or Clause 7 (*Further Assurance*) of this Deed, after 7 Business Days of the earlier of (i) the relevant Company becoming aware of the breach and (ii) receipt by that Company of a written request from the Security Agent to remedy the breach.

## **17 CONTINUING SECURITY**

### **17.1 Continuing nature of Security**

The Security created by or pursuant to this Deed will be a continuing and independent security for the Secured Obligations notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or other matter or thing whatsoever and will be without prejudice and in addition to and shall not merge with any other right, remedy or Security which the Security Agent or any Finance Party may hold at any time for the Secured Obligations and will not be affected by any release, reassignment or discharge of such other right, remedy or Security.

### **17.2 Settlements conditional**

- (a) When the Secured Obligations are irrevocably and unconditionally paid or discharged in full, the Security Agent will, at the request and cost of each Company, release the

Charged Property from the Security constituted by this Deed on terms acceptable to it and reassign or transfer to each Company any Charged Property which has been assigned or transferred to the Security Agent and remains in its possession.

- (b) Any release, discharge or settlement between a Company and the Security Agent or any of the Finance Parties shall be conditional upon no Security, disposition or payment to the Security Agent or any of the Finance Parties by the Company or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy or insolvency or for any other reason whatsoever, and if such condition shall not be fulfilled the Security Agent shall be entitled to enforce this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

## **18 SET-OFF AND CURRENCY**

### **18.1 Consolidation of accounts and set off**

- (a) All amounts payable by each Company under this Deed will be paid in full in Sterling without set off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- (b) In addition to any general lien or similar rights to which it may be entitled by operation of law, the Security Agent may at any time that this Deed is enforceable and without notice to any Company combine or consolidate all or any of a Company's then existing accounts with and liabilities to the Security Agent (whether presently payable or not) and set off or transfer any sum or sums standing to the credit of any one of more of such accounts in or towards satisfaction of the Secured Obligations.

### **18.2 Currency**

For the purpose of or pending the discharge of the Secured Obligations, the Security Agent may, in its sole discretion, convert any moneys received, recovered or realised in any currency under this Deed (including the proceeds of any previous conversion under this Clause) from their existing currency into any other currency at such rate or rates of exchange and at such time as the Security Agent thinks fit.

## **19 NEW ACCOUNTS**

**19.1** If the Security Agent (or any of the other Finance Parties) at any time receives or is deemed to have received notice of any subsequent Security affecting all or any part of the Charged Property it may open a new account or accounts with a Company. Without prejudice to the Security Agent's right to combine accounts, no money paid to the credit of a Company in any such new account shall be deemed to be appropriated towards, or have the effect of discharging any part of the Secured Obligations.

**19.2** If the Security Agent (or any of the other Finance Parties) does not open a new account or accounts it shall nevertheless be treated as if it had done so as at the time when it (or any Finance Party) received or was deemed to have received such notice and as from such time all payments made to the Security Agent shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount of the Secured Obligations.

## **20 EXPENSES AND INDEMNITY**

### **20.1 Indemnity by the Company**

Each Company shall, within three Business Days of demand, indemnify the Security Agent, its agents, attorneys and any Receiver against any claim, cost, expenses and liabilities incurred in respect of:

- (a) in the taking, holding, protection, amendment or enforcement of the Transaction Security;
- (b) in the exercise (or purported exercise) of any of the rights, powers or discretions and remedies vested in them by this Deed (or by law);
- (c) as a result of any default by any Company in the performance of any of the obligations expressed to be assumed by it under this Deed; and/or
- (d) any payment relating to or in respect of all of this Deed or the Charged Property,

except in the case of fraud, negligence or wilful misconduct on the part of that person.

### **20.2 Indemnity out of Charged Property**

The Security Agent may, in priority to any payment to the Secured Parties, indemnify itself out of the Charged Property in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this Clause 20.

## **21 ACCESSION**

### **21.1 Accession Deed**

The Parent may at any time request that with the consent of the Security Agent any of its subsidiaries becomes a Company by executing an Accession Deed. An Accession Deed shall be effective only once it has been executed as a deed by the Additional Company, the Parent (for itself and as attorney for the Companies) and signed by the Security Agent.

### **21.2 Appointment of Parent as Attorney**

Each Company, irrevocably appoints the Parent to be its attorney and in its name and on its behalf to agree, execute and deliver an Accession Deed for and on behalf of such Company.

## **22 MISCELLANEOUS**

### **22.1 Assignment and disclosure of information**

- (a) At any time, without the consent of the Company, the Security Agent may novate, assign, transfer or delegate all or any of its rights and obligations under this Deed to any party to whom it has assigned its rights or otherwise transferred its rights or obligations in accordance with the terms of the Facilities Agreement. The Security Agent may disclose such information concerning the Companies and this Deed as the Security Agent considers appropriate to any actual or proposed direct or indirect

successor or to any person to whom information may be required to be disclosed by any applicable law, provided any such successor has executed a Confidentiality Undertaking.

- (b) No Company may novate, assign, transfer or delegate any of its rights or obligations under this Deed.

## **22.2 Perpetuities**

If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

## **22.3 Remedies and Waivers**

- (a) No failure on the part of the Security Agent to exercise, or any delay on its part in exercising, any Collateral Right shall operate as a waiver thereof, or constitute an election to affirm any Collateral Right. No election to affirm any Collateral Right on the part of the Security Agent shall be effective unless it is in writing.
- (b) No single or partial exercise of any Collateral Right shall prevent any further or other exercise of that or any other Collateral Right.
- (c) The Collateral Rights are cumulative and not exclusive of any rights, powers or remedies provided by law.
- (d) Any waiver, consent or approval given by the Security Agent of or under this Deed will only be effective if given in writing. Such waiver, consent or approval shall then only apply for the purpose stated and be subject to any written terms and conditions imposed by the Security Agent.

## **22.4 No Liability**

None of the Security Agent, its authorised delegate(s) nominee(s) or any Receiver shall be liable for any loss by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Charged Property (c) taking possession of or realising all or any part of the Charged Property, except, in each case, in the case of fraud, gross negligence or wilful default or misconduct upon its part.

## **22.5 Partial Invalidity**

- (a) If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed or the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired; and
- (b) if any part of the Security intended to be created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security.

## **22.6 Certificates**

Any certificate or determination of the Security Agent of a rate or amount due from a Company is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

## **22.7 No obligations**

The Security Agent is not obliged to do any of the following in respect of any Charged Property:

- (a) perform any obligation of the Company;
- (b) make any payment;
- (c) make any enquiry as to the nature and sufficiency of any payment received by it or the Company;
- (d) present or file any claim or take any other action to collect or enforce the payment of any amount to which it or the Company may be entitled; or
- (e) exercise any rights to which it or the Company may be entitled.

## **23 NOTICES**

Each communication to be made under this Deed shall be made in accordance with the provisions of Clause 35 (*Notices*) of the Facilities Agreement.

## **24 COUNTERPARTS**

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

## **25 GOVERNING LAW**

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

## **26 JURISDICTION**

**26.1** The courts of England have exclusive jurisdiction to settle any dispute arising out of, or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").

**26.2** The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

**26.3** Notwithstanding Clauses 26.1 and 26.2 above, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Agent may take concurrent proceedings in any number of jurisdictions.

**THIS DEED** has been signed on behalf of the Security Agent and **EXECUTED AS A DEED** by each Company and is delivered by them on the date first specified above.

**SCHEDULE 1****The Companies**

<b>Name of Company</b>	<b>Company Number</b>	<b>Registered Office</b>
Atec Group (Holdco) Limited	10849976	Ceta House, Cromwell Business Park, Chipping Norton, Oxfordshire, England, OX7 5SR
Atec Group Limited	10850019	Ceta House, Cromwell Business Park, Chipping Norton, Oxfordshire, England, OX7 5SR
CETA Insurance Ltd	02827690	Ceta House, Cromwell Business, Park, Chipping Norton, Oxfordshire, OX7 5SR
Arkel Limited	11031900	One Redcliff Street, Bristol, United Kingdom, BS1 6TP

**SCHEDULE 2**

**Material Real Property**

**Part A  
Registered Land**

<b>Owner</b>	<b>Title number</b>	<b>Property description</b>

**Part B  
Unregistered Land**

<b>Owner</b>	<b>Title number</b>	<b>Property description</b>

### SCHEDULE 3

#### Notices of Charge

##### Form of Notice of Charge to Account Bank

To: [Account Bank]

Date: [ ]

Dear Sirs

We give notice that by a debenture dated [ ] (the "**Debenture**"), we have charged to Santander UK Plc (the "**Security Agent**") all our right, title and interest in and to all sums which are now or may from time to time in the future stand to the credit of:

**Account Number** [ ]  
**Account Holder** [ ]

together with all interest accrued or accruing thereto and the debts represented by those sums (the "**Account**").

- 1 Subject to the terms of the facilities agreement dated [ ] and made between, inter alia, the Security Agent and us (the "**Facilities Agreement**"), we may deal with all monies credited to the Account in such manner as we see fit until the Security Agent gives notice that the security created by the Debenture has become enforceable in accordance with Clause 10.1 (Enforcement) of the Debenture, whereupon we hereby irrevocably instruct, authorise and confirm to you:
  - (a) that no moneys may be released from the account without the prior written consent of the Security Agent; and
  - (b) that you may comply with the terms of any written notice or instructions in any way relating to the Account or the sums standing to the credit of the Account from time to time which you may receive at any time from the Security Agent.
- 2 You may disclose to the Security Agent such information relating to the Account and the sums in the Account as the Security Agent may at any time and from time to time request.

These instructions cannot be revoked or varied without the prior written consent of the Security Agent.

This notice, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Agent at 2 Triton Square, Regent's Place, London, NW1 3AN.

Yours faithfully

.....

Authorised Signatory  
for and on behalf of  
**[Company]**  
[On Copy Only:]

**Form of Account Bank Acknowledgement**

To: [*Security Agent*]

Date: [ ]

Dear Sirs

We acknowledge receipt of a notice (the "**Notice**") in the terms set out above and confirm that we:

- 1 have not previously received notice of any previous assignments of, charges over or trusts in respect of the Account;
- 2 have noted the restrictions imposed upon [•] and the authority of the Security Agent in respect of the Account and will not act in such a way as to breach those restrictions or to ignore the authority of the Security Agent;
- 3 will act in accordance with the terms of the Notice; and
- 4 have not and will not claim or exercise any security interest, set-off, counterclaim or other right at any time in respect of the Account.

This notice, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

Yours faithfully,

.....

for and on behalf of  
**[Account Bank]**

## Form of Notice of Assignment of Contract Counterparty

To: [*Counterparty to Material Contract*]

Date: [ ]

Dear Sirs

We give notice that pursuant to a debenture dated [ ] (the "**Debenture**") we have assigned to Santander UK Plc (the "**Security Agent**") all our right, title and interest in and to [*details of Material Contract*] (the "**Contract**") including all moneys which may be payable in respect of the Contract.

With effect from your receipt of this notice:

- 1 we confirm that:
  - (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract;
  - (b) none of the Security Agent, any delegate appointed by the Security Agent or any receiver will at any time be under any obligation or liability to you under or in respect of the Contract.
  - (c) we may not initiate or agree to any amendment to, waive any obligation under or agree to any termination of the Contract without the prior written consent of the Security Agent.

Neither the Debenture nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Contract.

Subject to the above, we will remain entitled to exercise all our rights, powers and discretions under the Contract and you may continue to deal with us in relation to the Contract and give notices under the Contract to us unless and until you receive written notice to the contrary from the Security Agent. Thereafter, all such rights, powers and discretions shall be exercisable by, and you must give notice to, the Security Agent or as it directs and we will cease to have any right to deal with you in relation to the Contract and you must deal only with the Security Agent.

With effect from receipt of the notice specified in the paragraph above:

- 1 all payments by you to us under or arising from the Contract should be held to the order of the Security Agent or as it may specify in writing from time to time;
- 2 all remedies provided for in the Contract or available at law or in equity are exercisable by the Security Agent;
- 3 all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Contract and all rights to compel performance of the Contract are exercisable by the Security Agent although we shall remain liable to perform all the obligations assumed by us under the Contract; and

4 you are authorised and instructed, without requiring further approval from us, to disclose to the Security Agent such information relating to the Contract as it may from time to time request and to send it copies of all notices issued by you under the Contract to the Security Agent at 2 Triton Square, Regent's Place, London, NW1 3AN as well as to us.

These instructions may not be revoked or amended without the prior written consent of the Security Agent.

This notice is governed by English law.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent in accordance with the details stipulated in paragraph 4 of this notice.

This notice, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

Yours faithfully

.....

Authorised Signatory  
for and on behalf of  
**[Company]**  
[On copy only:]

**Form of acknowledgement from Contract Counterparty**

To: [*Security Agent*]

Date: [ ]

Dear Sirs

We acknowledge receipt of a notice dated [ ] (the "**Notice**") relating to the [*details of Material Contract*].

We:

- 1 agree to the terms set out in the Notice and to act in accordance with its terms;
- 2 confirm that we have not received any prior notice that [•] has assigned its rights under the Contract or created any other interest (whether by way of security or otherwise) in favour of a third party; and
- 3 agree not to exercise any right to terminate the Contract or take any action to amend or supplement the Contract without the prior written consent of the Security Agent.
- 4 agree that the Security Agent will not in any circumstances have any liability in relation to the Contract.

This notice, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

Yours faithfully

.....

For and on behalf of  
**[Counterparty to Material Contract]**

**Form of Notice of Assignment to Insurers**

To: [*Insurer*] (the "**Insurer**")

Date: [            ]

Dear Sirs

We give notice that pursuant to a debenture dated [ ] (the "**Debenture**") we have assigned to Santander UK Plc (the "**Security Agent**") all our right, title and interest in and to the proceeds of [*insert details of relevant insurance policy*] (the "**Policy**").

With effect from your receipt of this notice we instruct you to:

- 1        note the Security Agent's interest as chargee on the Policy.
- 2        disclose information in relation to the Policy to the Security Agent on request by the Security Agent.

Neither the Debenture nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Policy.

Subject to the foregoing, you may continue to deal with us in relation to the Policy until you receive written notice to the contrary from the Security Agent. Thereafter, we will cease to have any right to deal with you in relation to the Policy and you must deal only with the Security Agent.

With effect from receipt of the notice specified in the paragraph above, we instruct you to:

- 1        hold all sums from time to time due and payable by you to us under the Policy to the order of the Security Agent.
- 2        comply with the terms of any written instructions received by you from the Security Agent relating to the Policy, without notice or reference to, or further authority from, us and without enquiring as to the justification or the validity of those instructions.
- 3        pay, or release, all monies to which we are entitled under the Policy to the Security Agent, or to such persons as the Security Agent may direct.

This notice, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales. Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Agent at 2 Triton Square, Regent's Place, London, NW1 3AN.

Yours faithfully

.....

Authorised Signatory  
for and on behalf of  
**[Company]**

**Form of acknowledgement from Insurer**

To: [*Security Agent*]

Date: [ ]

We acknowledge receipt of a notice dated [ ] relating to the Policy (the "**Notice**") and confirm that we have not received notice of any previous assignments of or charges over the Policy and that we will comply with the terms of the Notice and the endorsement attached to that Notice.

We acknowledge that the Security Agent will not in any circumstances be liable for the premiums in relation to the Policy.

This notice, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

.....

for and on behalf of  
**[Insurer]**

**SCHEDULE 4**

**Material Contracts**

None at the date of this Deed

**SCHEDULE 5**

**Plant and Machinery**

None at the date of this Deed

## SCHEDULE 6

### Form of Accession Deed

**THIS ACCESSION DEED** is made on

20•

#### BETWEEN

- (1) **THE COMPANY SPECIFIED IN SCHEDULE 1** (the "**Acceding Company**");
- (2) [ ] **LIMITED** (the "**Parent**"); and
- (3) [ ] (the "**Security Agent**").

#### BACKGROUND

This Accession Deed is supplemental to a composite debenture dated • and made between (1) the Companies and (2) the Security Agent (the "**Debenture**").

#### IT IS AGREED:

##### 1 DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).
- 1.2 Clause 1.2 (*Interpretation*) of the Debenture shall apply with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

##### 2 ACCESSION OF THE ACCEDING COMPANY

- 2.1 By its execution of this Accession Deed, the Acceding Company unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture as if it had been an original party to the Debenture as a Company.
- 2.2 Without prejudice to the generality of Clause 2.1 of this Accession Deed, the Acceding Company:
  - (a) (jointly and severally with the other Companies) covenants in the terms set out in Clause 2 (*Covenant to pay*) of the Debenture;
  - (b) with full title guarantee, charges and assigns to the Security Agent for the payment and discharge of the Secured Obligations, all its property, assets and undertaking on the terms set out in Clause 3 (*Grant of Security*) of the Debenture, (including without limiting the generality of the foregoing):
    - (i) by way of first legal mortgage all Material Real Property (if any) vested in or charged to the Acceding Company (including without limitation, the Material Real Property specified in schedule 2 to this Accession Deed) together with

all Plant and Machinery and other fixtures (including trade fixtures) at any time thereon;

- (ii) by way of first fixed charge all rights, interests and claims in the Material Contracts (other than those validly and effectively assigned under Clause 3.3 (*Assignment*) of the Debenture);
  - (iii) by way of floating charge, the whole of the Company's undertaking and assets, present and future, other than any assets validly and effectively mortgaged, charged or assigned by way of security (whether at law or in equity) by the Debenture or this Deed (the "**Floating Charge Property**").
- (c) assigns absolutely to the Security Agent, as continuing security for the payment and discharge of the Secured Obligations, all of its right, title interest and benefit from time to time in and to:
- (i) the Material Contracts; and
  - (ii) the Insurance Policies.
- (d) Pursuant to Clause 21 (*Accession*) of the Debenture, the Parent, as agent for itself and the existing Companies, consents to the accession of the Acceding Company to the Debenture on the terms of Clauses 2.1 and 2.2 of this Accession Deed and agrees that the Debenture shall after the date of this Accession Deed be read and construed as if the Acceding Company had been named in the Debenture as a Company.

### 3 INTERPRETATION

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

### 4 FINANCE DOCUMENT

This Accession Deed is a Finance Document.

### 5 COUNTERPARTS

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed.

### 6 GOVERNING LAW

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

**IN WITNESS** of which this Accession Deed has been duly executed by the Acceding Company and the Parent as a deed and duly executed by the Security Agent and has been delivered on the date written at the beginning of this Accession Deed.

**Schedule 1**

Acceding Company

•

**Schedule 2**

Real Property

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**Schedule 3**

Material Contracts

**Schedule 4**

Insurance Policies

**Schedule 5**

Intellectual Property

[Insert Execution Blocks]

**SCHEDULE 7****Shares**

Company	Subsidiary	Number and class of shares
Atec Group (Holdco) Limited 10849976	Atec Group Limited (10850019)	2,171,827 Ordinary shares of £0.01 each
Atec Group Limited 10850019	CETA Insurance Ltd (02827690)	5,100 Ordinary shares of £1.00 each
	Arkel Limited (11031900)	100 Ordinary shares of £1.00 each
CETA Insurance Ltd 02827690	Insuremy Limited (05583301)	1 Ordinary share of £1.00 each
	Insuremybusiness Limited (05586944)	2 Ordinary shares of £1.00 each
	Insuremycar Limited (05587165)	1 Ordinary share of £1.00 each
	Insuremyholiday Limited (05587373)	2 Ordinary shares of £1.00 each
	Insuremyhome Limited (05588026)	1 Ordinary share of £1.00 each

## SCHEDULE 8

### Intellectual Property

The Company	Mark	Country	Class	Status (application or granted)	Registration/ application number	Renewal date
CETA Insurance Ltd	CETA	United Kingdom	36	Registered	UK00002418902	07/04/2026
CETA Insurance Ltd	 	United Kingdom	36	Registered	UK00002406446	14/11/2025
CETA Insurance Ltd	 	United Kingdom	36	Registered	UK00002436889	10/08/2027
CETA Insurance Ltd	 	United Kingdom	36	Registered	UK00002397271	20/07/2025
CETA Insurance Ltd		United Kingdom	41	Application published	UK00003215869	N/A
Arkel limited	ARKEL	United Kingdom	36	Registered	EU017683831	11 January 2028

**Schedule 9****Insurances**

<b>Company covered</b>	<b>Insurer</b>	<b>Insurance type</b>	<b>Insurance policy number</b>	<b>Renewal date</b>
Atec Group Limited, CETA Insurance Ltd and Arkel Limited	Underlying Policy: Prosure solutions Excess Policy: IGI	Professional Indemnity Insurance	44403948	18 August 2022
CETA Insurance Ltd	Zurich	Office Insurance	PC104669	31 May 2022
Atec Group Limited, CETA Insurance Ltd and Arkel Limited	CFC	Cyber Insurance	ESJ0031683193	23 May 2022

## Schedule 10

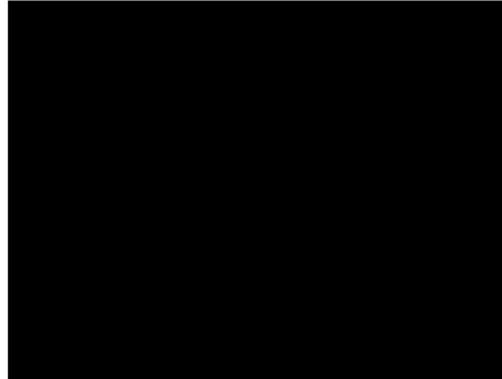
## Accounts

Company	Account Name	Account Bank	Account Type	Sort Code	Account Number
CETA Insurance Ltd	CETA INS LTD	Barclays Bank plc	Trading Account	██████	██████
Atec Group Limited	A TEC GROUP LTD	Barclays Bank plc	Trading Account	██████	██████
A TEC Group (Holdco) Limited	LIME HOLDCO LTD	Barclays Bank plc	Trading Account	██████	██████
CETA Insurance Ltd	CETA INS LTD	Barclays Bank plc	Trading Account	██████	██████
Arkel Limited	ARKEL LTD	Barclays Bank plc	Trading Account	██████	██████

**SIGNATURES**

**EXECUTED and DELIVERED** )  
as a **DEED** by )  
**ATEC GROUP (HOLDCO) LIMITED** )  
acting by Ian Gilbert )

Brendan Devine



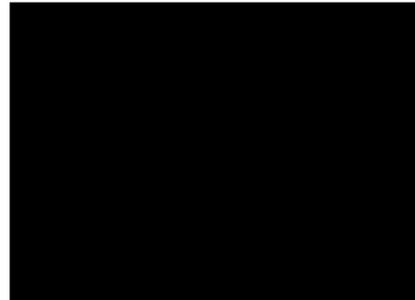
**EXECUTED and DELIVERED** )  
as a **DEED** by )  
**ATEC GROUP LIMITED** )  
acting by Ian Gilbert )

Brendan Devine



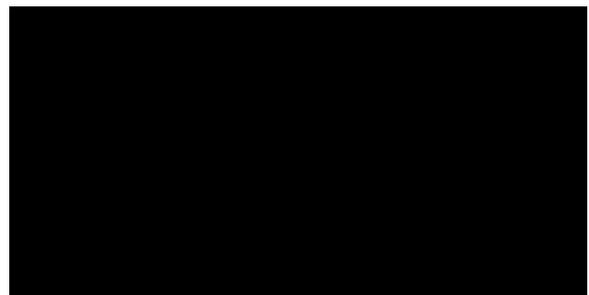
**EXECUTED and DELIVERED** )  
as a **DEED** by )  
**CETA INSURANCE LTD** )  
acting by Ian Gilbert )

Brendan Devine



**EXECUTED and DELIVERED** )  
as a **DEED** by )  
**ARKEL LIMITED** )  
acting by Ian Gilbert )

Brendan Devine



**SIGNED** for and on )  
behalf of )  
**SANTANDER UK PLC** )

Matthew Ruskin



