



**Registration of a Charge**

Company Name: **PERCH GROUP LIMITED**

Company Number: **11206024**



XC242K8Z

Received for filing in Electronic Format on the: **24/04/2023**

**Details of Charge**

Date of creation: **21/04/2023**

Charge code: **1120 6024 0006**

Persons entitled: **QUILAM SPECIAL OPPORTUNITIES 2 LIMITED**

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: **TRAVERS SMITH LLP**



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

Company number: 11206024

Charge code: 1120 6024 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st April 2023 and created by PERCH GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th April 2023 .

Given at Companies House, Cardiff on 24th April 2023

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**



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**Execution Version**

**Dated 21 April 2023**

**(1) THE COMPANIES IDENTIFIED IN SCHEDULE 1  
as Original Chargors**

**in favour of**

**(2) QUILAM SPECIAL OPPORTUNITIES 2 LIMITED  
as Lender**

**SUPPLEMENTAL COMPOSITE DEBENTURE**

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**THIS DEBENTURE** is dated 21 April 2023 and made between:

- (1) **THE COMPANIES** whose names, registered numbers and registered offices are set out in Schedule 1 (the "**Original Chargors**") in favour of
- (2) **QUILAM SPECIAL OPPORTUNITIES 2 LIMITED** a company incorporated in England and Wales with registered number 13610393 and whose registered office address is at Ground Floor Egerton House, 68 Baker Street, Weybridge, Surrey, United Kingdom, KT13 8AL, as lender under the Facilities Agreement (as defined below) (the "**Lender**").

#### **RECITALS**

- (1) Pursuant to a debenture dated 27 April 2022 (the "**Original Debenture**") the Original Chargors created security interests over certain of their assets as security for, amongst other things, each of their present and future obligations and liabilities under or pursuant to the Finance Documents
- (2) The Facilities Agreement has been amended by an amendment and restatement agreement dated the date of this Debenture between, among others, the Chargors and the Lender (the "**Amendment and Restatement Agreement**")
- (3) The Chargors and the Lender each consider that the security interests created by the Chargors under the Original Debenture secure payment of the Secured Obligations (as defined below), but enter into this Debenture in case they do not.

**IT IS AGREED** as follows:

#### **1. DEFINITIONS AND INTERPRETATION**

##### **1.1 Definitions**

Terms defined in the Facilities Agreement (as defined below) have the same meaning in this Debenture or any Mortgage (as defined below) unless given a different meaning in this Debenture or such Mortgage and in addition:

**Account** means any credit balance from time to time on any account (including, without limitation, the Borrower Collections Account, the Funding Account, the Operational Account, the Parent Office Account, the Barclays Miscellaneous Account, the TM Legal Services Office Account, the TM Legal Services Prepaid Account, the ACI Operational Account or the Holdco Account (and any renewal or redesignation of such accounts) opened or maintained by any of the Chargors with any financial institution (and any replacement account or subdivision or sub-account of that account) and all Related Rights.

**Account Bank** means the Barclays Account Bank or the NatWest Account Bank or any other bank or financial institution approved by the Lender in its absolute discretion.

**ACI Operational Account** means the account held by ACI with the NatWest Account Bank with account number [REDACTED] 3034 and sort code [REDACTED] (as the same may be redesignated, substituted or replaced from time to time).

**Additional Chargor** means any entity which becomes a Chargor by executing a Deed of Accession.

**Assigned Account** means the Borrower Collections Account, the Funding Account or the Operational Account (and any renewal or redesignation of such account) and any other Account that may from time to time be agreed between the Lender and an Original Chargor to be an Assigned Account.

**Barclays Account Bank** means Barclays Bank UK plc.

**Barclays Miscellaneous Account** means the account held by TM Legal Services Limited with the Barclays Account Bank with account number [REDACTED] 3653 and sort code [REDACTED] (as the same may be redesignated, substituted or replaced from time to time).

**Borrower Collections Account** means the account held by the Borrower with the Account Bank with account number [REDACTED] 0889 and sort code [REDACTED] (as the same may be redesignated, substituted or replaced from time to time).

**Charged Intellectual Property** means any and all Intellectual Property owned by each of the Chargors now or in the future including without limitation those rights listed in Schedule 3 (*Details of Intellectual Property*).

**Charged Property** means all the assets and undertakings of any Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Lender by or pursuant to this Debenture and any Mortgage.

**Charges** means all or any of the Security created or expressed to be created by or pursuant to this Debenture and any Mortgage.

**Chargor** means each Original Chargor or an Additional Chargor.

**Collateral Rights** means all rights, powers and remedies of the Lender provided by or pursuant to this Debenture or any Mortgage or by law.

**Deed of Accession** means a deed substantially in the form of Schedule 11 (*Form of Deed of Accession*) or in any form agreed between the Original Chargor and the Lender.

**Derivative Assets** means all assets derived from any of the Shares including all allotments, accretions, offers, rights, dividends, interest, income, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to any of the Shares and all stocks, shares, rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, exchange, purchase, substitution, option, interest or otherwise in respect thereof.

**Enforcement Event** means an Event of Default which has resulted in the Agent exercising any of its rights under clause 26.20 (*Acceleration*) of the Facilities Agreement.

**Facilities Agreement** means the senior facilities agreement dated 27 April 2022 between, amongst others, (1) Perch Capital Limited (as borrower), (2) Perch Group Limited (as parent) and (3) Quilam Special Opportunities 2 Limited (as original lender) as amended, varied, novated, supplemented, replaced, extended and/or restated from time to time including pursuant to the Amendment and Restatement Agreement.

**Funding Account** means the sterling account held by the Borrower with the Account Bank with account number [REDACTED] 9160 and sort code [REDACTED] (as the same may be redesignated, substituted or replaced from time to time).

**Holdco Account** means the account held by Holdco with the NatWest Account Bank with account number [REDACTED] 5558 and sort code [REDACTED] (as the same may be redesignated, substituted or replaced from time to time).

**Insurance Policy** means any policy of insurance (including, without limitation, key-man insurance, life insurance or assurance) in which any Chargor may from time to time have an interest.

**Intellectual Property** means all patents, rights in inventions, trade marks, service marks, designs, business names, domain names, geographical indications, copyrights (including rights in computer software), registered designs, design rights, moral rights, database rights, rights in confidential information and know how, trade names, trade dress, formulas, trade secrets and other intellectual property rights and interests, whether registered or unregistered and including all applications for and the right to apply for the same, and any interests (including by way of licence or covenant not to sue) which may subsist anywhere in the world.

**Intercreditor Agreement** means the intercreditor agreement dated on 27 April 2022 between, amongst others, (1) Perch Capital Limited (as company), (2) the Debtors (as defined therein) and (3) the Lender (as lender) as amended, varied, novated, supplemented, replaced, extended and/or restated from time to time.

**Investments** means:

- (a) any stocks, shares, debentures, bonds, coupons, negotiable instruments, securities and certificates of deposit (but not including the Shares);
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe for or acquire any of the investments described in paragraphs (a) and (b) above,

in each case whether held directly by or to the order of any Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).



**LPA** means the Law of Property Act 1925.

**Monetary Claims** means any book and other debts and monetary claims (other than Accounts) owing to a Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which a Chargor is a party and any other assets, property, rights or undertaking of a Chargor).

**Mortgage** means a mortgage or charge in respect of all the Real Property granted by a Chargor in favour of the Lender in accordance with Clause 6 (*Further assurance*) substantially in the form of Schedule 8 (*Form of Legal Mortgage*).

**NatWest Account Bank** means National Westminster Bank PLC.

**Operational Account** means the account held by the Borrower with the Account Bank with account number [REDACTED] 3034 and sort code [REDACTED] (as the same may be redesignated, substituted or replaced from time to time).

**Parent Office Account** means the account held by the Parent with the Account Bank with account number [REDACTED] 7674 and sort code [REDACTED] (as the same may be redesignated, substituted or replaced from time to time).

**Real Property** means:

- (a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 2 (*Details of Real Property*)); and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights.

**Receiver** means a receiver or receiver and manager or (where permitted by law) administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment.

**Related Rights** means, in relation to any asset (including the Shares, the Derivative Assets and the Investments):

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

**Secured Obligations** means all obligations covenanted to be discharged by each Chargor in Clause 2.1 (*Covenant to pay*).

**Secured Parties** means the Lender and any Receiver (or delegate of any Receiver pursuant to the exercise of powers under Clause 29.2 (*Delegation*)).

**Security** means 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.

**Shares** means all of the shares in the capital of any limited liability company incorporated in England and Wales, in each case held by, to the order or on behalf of each Chargor from time to time.

**Specific Contracts** means each Customer Receivable Acquisition Document, each Customer Receivable Document, the Servicing Agreement, the Intra-Group Loan Agreement, the Subordinated Loan Agreement, and any other document designated by the Lender and the relevant Original Chargor as a Specific Contract from time to time.

**Tangible Moveable Property** means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of any Chargor's stock in trade or work in progress) and all Related Rights.

**TM Legal Services Office Account** means the account held by TM Legal Services Limited with the NatWest Account Bank with account number [REDACTED] 7763 and sort code [REDACTED] (as the same may be redesignated, substituted or replaced from time to time).

**TM Legal Services Prepaid Account** means the account held by TM Legal Services Limited with the NatWest Account Bank with account number [REDACTED] 7798 and sort code [REDACTED] (as the same may be redesignated, substituted or replaced from time to time).

## 1.2 Interpretation

In this Debenture or, as applicable, any Mortgage:

- 1.2.1 the rules of interpretation contained in Clause 1.2 (*Construction*) of the Facilities Agreement shall apply to the construction of this Debenture or any Mortgage;
- 1.2.2 any reference to the "**Lender**", any "**Chargor**", the "**Secured Parties**" or any other person shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees in accordance with their respective interests; and
- 1.2.3 (unless otherwise stated) references in this Debenture to any Clause or Schedule shall be to a clause or schedule contained in this Debenture.

### **1.3 Third party rights**

**1.3.1** Unless expressly provided to the contrary in this Debenture a person who is not a party hereto has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Debenture.

**1.3.2** Notwithstanding any term of this Debenture, the consent of any person who is not a party hereto is not required to rescind or vary this Debenture at any time.

### **1.4 Inconsistency**

**1.4.1** In the event of any inconsistency arising between any of the provisions of this Debenture or any Mortgage and the Facilities Agreement or the Intercreditor Agreement, the provisions of the Facilities Agreement or the Intercreditor Agreement (as the case may be) shall prevail.

**1.4.2** To the extent that the provisions of this Debenture are inconsistent with those of any Mortgage, the provisions of that Mortgage shall prevail.

### **1.5 Disposition of property**

The terms of the other Finance Documents and of any side letters between the Parties in relation to the Finance Documents are incorporated into this Debenture and any Mortgage to the extent required for any purported disposition of the Real Property contained in this Debenture or any Mortgage to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

### **1.6 Incorporation of provisions into any Mortgage**

Clauses 1.2 (*Interpretation*), 6.1 (*Further assurance: general*), 6.4 (*Implied covenants for title*), 15 (*Enforcement of security*), 16 (*Extension and variation of the LPA*), 17 (*Appointment of Receiver or administrator*), 18 (*Powers of Receiver*), 22 (*Power of attorney*), 31 (*Governing law*) and 32 (*Jurisdiction of English courts*) of this Debenture are incorporated into any Mortgage as if expressly incorporated into that Mortgage, as if references in those clauses to this Debenture were references to that Mortgage and as if all references in those clauses to Charged Property were references to the assets of the relevant Chargor from time to time charged in favour of, or assigned (whether at law or in equity) to, the Lender by or pursuant to that Mortgage.

### **1.7 Mortgage**

It is agreed that each Mortgage is supplemental to this Debenture.

### **1.8 Deed**

It is intended that this Debenture takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

## 1.9 Second-ranking Security

- 1.9.1** All security created under this Debenture is created in addition to and does not affect the security created by the Original Debenture.
- 1.9.2** Where this Debenture purports to create a first fixed security interest over an asset secured by the Original Debenture, that security interest will be a second ranking security interest ranking subject to the equivalent security interest created by the Original Debenture until such time as the security interest created by the Original Debenture ceases to have effect. All references in this Debenture to "full title guarantee" shall be qualified by reference to the Original Debenture.
- 1.9.3** Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Debenture and the same asset or right is expressed to be assigned again under this Debenture, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant security interest created by the Original Debenture ceases to have effect at a time when this Debenture still has effect.

## 2. PAYMENT OF SECURED OBLIGATIONS

### 2.1 Covenant to pay

Each Chargor hereby covenants with the Lender that it shall discharge all obligations, as and when they fall due in accordance with their terms, which the Obligors may at any time have to the Lender or any of the other Secured Parties under or pursuant to the Finance Documents (including this Debenture and any Mortgage, and in respect of the Facilities Agreement, as amended by the Amendment and Restatement Agreement) including any liabilities in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity). Each Chargor shall pay to the Lender when due and payable every sum at any time owing, due or incurred by such Chargor to the Lender or any of the other Secured Parties in respect of any such liabilities, **provided that** neither such covenant nor the security constituted by this Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

### 2.2 Interest on demands

If any Chargor fails to pay any sum on the due date for payment of that sum such Chargor shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the due date for payment until the date of actual payment calculated on a daily basis at the rate determined by and in accordance with the provisions of clause 10.3 (*Default interest*) of the Facilities Agreement.

### **3. FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE**

#### **3.1 Fixed charges**

Each Chargor hereby charges with full title guarantee in favour of the Lender as security for the payment and discharge of the Secured Obligations, by way of first fixed charge (except in the case of the shares Perch Group Limited owns in TMLSHC Limited, which shall be by way of third fixed charge) (which, so far as it relates to land in England and Wales vested in a Chargor at the date of this Debenture and listed in Schedule 2 (*Details of Real Property*)), shall be a charge by way of legal mortgage) all such Chargor's right, title and interest from time to time in and to each of the following assets (subject in each case to obtaining any necessary consent to such mortgage or fixed charge from any third party) in each case both present and future:

- 3.1.1** the Real Property;
- 3.1.2** the Tangible Moveable Property;
- 3.1.3** the Accounts;
- 3.1.4** the Charged Intellectual Property;
- 3.1.5** any goodwill and rights in relation to the uncalled capital of such Chargor;
- 3.1.6** the Investments and all Related Rights;
- 3.1.7** the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and
- 3.1.8** all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture and all Related Rights.

#### **3.2 Assignments**

Each Chargor hereby assigns with full title guarantee to the Lender as security for the payment and discharge of the Secured Obligations, subject to a proviso for re-assignment on redemption, all such Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party and without prejudice to such Chargor's obligations under Clause 6.3 (*Consent of third parties*)) in each case both present and future:

- 3.2.1** the proceeds of any Insurance Policy;
  - 3.2.2** all rights and claims in relation to any Assigned Account; and
  - 3.2.3** each of the Specific Contracts,
- and, in each case, all Related Rights.

### 3.3 Floating charge

- 3.3.1** Each Chargor hereby charges with full title guarantee (or, in relation to assets situated in, or governed by the law of, Scotland, with absolute warrandice) in favour of the Lender as security for the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of such Chargor, (including, for the avoidance of doubt all of its present and future assets and undertaking situated in, or subject to the laws of, Scotland), other than any asset which is situated in England and Wales and which is validly and effectively charged under the laws of England and Wales by way of fixed security created under this Debenture in favour of the Lender as security for the Secured Obligations.
- 3.3.2** The floating charge created by this Clause 3.3 shall be deferred in point of priority to all fixed security validly and effectively created by a Chargor under the Finance Documents or in favour of the Lender as security for the Secured Obligations.
- 3.3.3** Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3.3.

## 4. CRYSTALLISATION OF FLOATING CHARGE

### 4.1 Crystallisation: by notice

The Lender may by notice in writing to a Chargor convert (to the extent permitted by applicable law) the floating charge created by Clause 3.3 (*Floating charge*) with immediate effect into a fixed charge as regards any property or assets specified in the notice if:

- 4.1.1** an Enforcement Event has occurred;
- 4.1.2** the Lender reasonably considers 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; or
- 4.1.3** the Lender reasonably considers that it is necessary in order to protect the priority of the security.

### 4.2 Crystallisation: automatic

Notwithstanding Clause 4.1 (*Crystallisation: by notice*) and without prejudice to any law which may have a similar effect, the floating charge will (to the extent permitted by applicable law) automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge if:

- 4.2.1** any Chargor creates any Security (other than any Permitted Security) over any of the Charged Property;

- 4.2.2** any Chargor disposes of all or any of its assets (other than as expressly permitted under the Facilities Agreement);
- 4.2.3** any person levies or attempts to levy any distress, execution or other process or seizes any goods pursuant to any rent arrears recovery process, against any of the Charged Property which is not discharged within five Business Days;
- 4.2.4** a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of a Chargor (other than as permitted under the Facilities Agreement) or an administrator is appointed to any Chargor;
- 4.2.5** any person (who is entitled to do so) gives notice of its intention to appoint an administrator to any Chargor or files such a notice with the court; or
- 4.2.6** the first floating charge created by the Original Debenture over such assets is crystallised.

## **5. PERFECTION OF SECURITY**

### **5.1 Notices of assignment and charge**

Each Chargor shall deliver (or procure delivery) to the Lender and the obligor or debtor specified by the Lender:

- 5.1.1** in respect of each Insurance Policy the proceeds of which are assigned pursuant to Clause 3.2 (*Assignments*), a notice of assignment substantially in the form set out in Schedule 5 (*Form of Notice of Assignment of Insurances*) duly executed by it promptly and in any event within five Business Days, following the execution of this Debenture or promptly and in any event within five Business Days, upon such Chargor entering into a new Insurance Policy;
- 5.1.2** in respect of each Assigned Account assigned pursuant to Clause 3.2 (*Assignments*), a notice of assignment substantially in the form set out in Schedule 6 (*Form of Notice of Assignment of Account*) duly executed by it promptly following the execution of this Debenture or promptly and in any event within five Business Days, upon an Account being designated as an Assigned Account;
- 5.1.3** in respect of each Specific Contract (other than the Customer Receivable Documents) assigned pursuant to Clause 3.2 (*Assignments*), a notice of assignment substantially in the form set out in Schedule 7 (*Form of Notice of Assignment of Specific Contract*) duly executed by it promptly and in any event within five Business Days, following the execution of this Debenture or promptly upon such Chargor entering into a Specific Contract;
- 5.1.4** in respect of the Customer Receivable Documents assigned pursuant to Clause 3.2 (*Assignments*), a notice of assignment substantially in the form set out in Schedule 7 (*Form of Notice of Assignment of Specific Contract*) duly

executed by it promptly and in any event within five Business Days, following request by the Lender following the occurrence of an Enforcement Event; and

- 5.1.5** in respect of all leases relating to Real Property mortgaged or charged pursuant to Clause 3.1 (*Fixed charges*) or any Mortgage, a notice of charge substantially in the form set out in Schedule 9 (*Form of Notice of Charge of Lease*) promptly following the execution of this Debenture or promptly and in any event within five Business Days, upon such Chargor entering into a lease relating to Real Property,

and in each case each Chargor shall use reasonable endeavours to procure that each notice is acknowledged as soon as practicable by the obligor or debtor specified by the Lender.

## **5.2 Notices of charge: Accounts**

Each Chargor shall, promptly (and in any event within three Business Days) following execution of this Debenture or any Deed of Accession and promptly (and in any event within one Business Day) following the request of the Lender from time to time, in respect of any Account, deliver to the Lender (or procure delivery of) a notice of charge in the form set out in Schedule 10 (*Form of Notice of Charge of Bank Account*) or such other form as the Lender shall agree or require duly executed by or on behalf of such Chargor and shall use reasonable endeavours to ensure that such notice is acknowledged by the relevant bank or financial institution with which that Account is opened or maintained within 10 Business Days of delivery of such notice.

## **5.3 Real Property: delivery of documents of title**

- 5.3.1** Save where already delivered pursuant to the Original Debenture, each Chargor shall, promptly (and in any event within five Business Days) following the execution of this Debenture in respect of any Real Property specified in Schedule 2 (*Details of Real Property*) deliver to the Lender (or procure delivery of), and the Lender shall be entitled to hold and retain, all deeds, certificates and other documents of title relating to such property.

- 5.3.2** Save where already delivered pursuant to the Original Debenture, each Chargor shall promptly (and in any event within five Business Days) following the execution of this Debenture, and promptly (and in any event within five Business Days) following the acquisition by such Chargor of any interest in any other freehold, leasehold or other immovable property, deliver (or procure delivery) to the Lender of, and the Lender shall be entitled to hold and retain, all deeds, certificates and other documents of title relating to such property.

## **5.4 Note of Mortgage**

In the case of any Real Property title to which is or will be registered under the Land Registration Act 2002, which is acquired by or on behalf of a Chargor after the execution of this Debenture, such Chargor shall promptly notify the Lender of the title number(s) and, contemporaneously with the making of an application to the Land Registry for the



registration of such Chargor as the Registered Proprietor of such property, apply to the Chief Land Registrar to enter a notice of any Mortgage on the Charges Register of such property.

## **5.5 Further advances**

**5.5.1** Subject to the terms of the Facilities Agreement, each Lender (as defined in the Facilities Agreement) is under an obligation to make further advances to the Original Chargor (as borrower under the Facilities Agreement) and that obligation will be deemed to be incorporated into this Debenture as if set out in this Debenture.

**5.5.2** Each Chargor consents to an application being made to the Chief Land Registrar to enter the obligation to make further advances on the Charges Register of any registered land forming part of the Charged Property.

## **5.6 Application to the Land Registry**

Each Chargor consents to an application being made to the Chief Land Registrar to enter the following restriction in the Proprietorship Register of any property which is, or is required to be, registered and which forms part of the 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 [●] in favour of [*Lender name*] of [*address*] referred to in the charges register [or [their conveyancer *or specify appropriate details*]]."

## **5.7 Delivery of share certificates**

**5.7.1** Save where already delivered pursuant to the Original Debenture, each Chargor shall, on the date of this Debenture, or promptly (and in any event within five Business Days) following the date on which any Shares are issued or transferred to it after the date of this Debenture, deposit with the Lender (or procure the deposit of):

- (a) all certificates or other documents of title to such Shares; and
- (b) stock transfer forms in such form as the Lender shall require with the name of the transferee, the consideration and the date kept blank but otherwise duly completed and executed by or on behalf of such Chargor in relation to such Shares.

**5.7.2** Each Chargor shall, promptly (and in any event within one Business Day) following the accrual, offer or issue of any Derivative Assets, notify the Lender of that occurrence and procure the prompt (and in any event within five Business Days) delivery to the Lender of:

- (a) all certificates or other documents of title representing such Derivative Assets; and
- (b) such stock transfer forms or other instruments of transfer with the name of the transferee, the consideration and the date left blank (but otherwise duly completed and executed by or on behalf of such Chargor) in respect of such Derivative Assets as the Lender may request.

## **5.8 Registration of Intellectual Property**

Without prejudice to the generality of any other Clause in this Debenture, each Chargor shall at any time or times, if requested by the Lender, promptly and at its own expense, execute all such documents and do all acts that the Lender may reasonably require to record the interest of the Lender in any registers in the world relating to any registered Charged Intellectual Property to the extent required by, and pursuant to, the requirements set out in the Facilities Agreement.

## **6. FURTHER ASSURANCE**

### **6.1 Further assurance: general**

**6.1.1** The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in sub-Clause 6.1.2.

**6.1.2** Each Chargor shall promptly enter into a Mortgage over any future acquired Real Property.

### **6.2 Necessary action**

Each Chargor shall at its own expense take all such action as is available to it (including making all filings and registrations) as the Lender, any Receiver or administrator may properly consider expedient for the purpose of the creation, perfection, protection, confirmation or maintenance of any security created or intended to be created in favour of the Lender, any Receiver or administrator by or pursuant to this Debenture and any Mortgage.

### **6.3 Consent of third parties**

Each Chargor shall use reasonable endeavours to obtain (in form and content reasonably satisfactory to the Lender) as soon as possible any consents necessary, including any consent necessary for any Mortgage, to enable the assets of such Chargor to be the subject of an effective fixed charge or assignment pursuant to Clause 3 (*Fixed charges, assignments and floating charge*) and, immediately upon obtaining any such consent, the asset concerned shall become subject to such security and such Chargor shall promptly deliver a copy of each consent to the Lender.

#### **6.4 Implied covenants for title**

The obligations of each Chargor under this Debenture and any Mortgage shall be in addition to the covenants for title deemed to be included in this Debenture and any Mortgage by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994.

#### **6.5 Value of security**

No Chargor shall do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the security created or intended to be created by this Debenture.

### **7. NEGATIVE PLEDGE AND DISPOSALS**

#### **7.1 Security**

The Chargor shall not (and shall not agree to) at any time during the subsistence of this Debenture or any Mortgage, create or permit to subsist any Security over all or any part of the Charged Property other than Permitted Security.

#### **7.2 No disposal of interests**

No Chargor shall (and shall not agree to) at any time during the subsistence of this Debenture or any Mortgage, except as permitted pursuant to the Facilities Agreement or by this Clause 7:

- 7.2.1** execute any conveyance, transfer, lease, assignment or assignation of, or other right to use or occupy, all or any part of the Charged Property; or
- 7.2.2** create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Charged Property; or
- 7.2.3** (a) grant or vary, or accept any surrender, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to any of the Charged Property or (b) allow or grant any person any licence or right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Charged Property, which may, in each case, adversely affect the validity, enforceability or value of any of the Charged Property or the ability of the Lender to exercise any of the Collateral Rights; or
- 7.2.4** assign or otherwise dispose of any interest in any Account and no right, title or interest in relation to any Account maintained with the Lender, or the credit balance standing to any such Account shall be capable of assignment or other disposal; or
- 7.2.5** lend or otherwise dispose of, or grant any rights (whether of pre-emption or otherwise) over, all or any part of the Investments or any Related Rights.

## 8. SHARES AND INVESTMENTS

### 8.1 Shares: before an Enforcement Event

Prior to the occurrence of an Enforcement Event, each Chargor shall:

- 8.1.1 pay all dividends, interest and other monies arising from the Shares and/or Related Rights into an Account; and
- 8.1.2 be entitled to exercise all voting rights in relation to the Shares **provided that** such Chargor shall not exercise such voting rights in any manner inconsistent with the security created or intended to be created by this Debenture or which is in breach of any Finance Document, or otherwise permit or agree to any (a) variation of the rights attaching to or conferred by any of the Shares or (b) increase in the issued share capital of any company whose Shares are charged pursuant to this Debenture, which in the opinion of the Lender would prejudice the value of, or the ability of the Lender to realise the security created by, this Debenture.

### 8.2 Shares: after an Enforcement Event

Upon the occurrence of an Enforcement Event, the Lender may at its discretion (in the name of any Chargor or otherwise and without any further consent or authority from such Chargor):

- 8.2.1 exercise (or refrain from exercising) any voting rights in respect of the Shares;
- 8.2.2 apply all dividends, interest and other monies arising from the Shares in accordance with Clause 19 (*Application of monies*);
- 8.2.3 transfer the Shares into its name or the name of such nominee(s) of the Lender as it shall require; and
- 8.2.4 exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares, including the right, in relation to any company whose shares or other securities are included in the Charged Property, to concur or participate in:
  - (a) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence of such event);
  - (b) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and
  - (c) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

in each case in such manner and on such terms as the Lender may think fit, and the proceeds of any such action shall form part of the Charged Property.

### **8.3 Investments and Shares: payment of calls**

Each Chargor shall pay when due all calls or other payments which may be or become due in respect of any of the Investments and Shares or any Related Rights, and in any case of default by such Chargor in such payment, the Lender may, if it thinks fit, make such payment on behalf of such Chargor in which case any sums paid by the Lender shall be reimbursed by such Chargor to the Lender on demand and shall carry interest from the date of payment by the Lender until reimbursed at the rate and in accordance with Clause 2.2 (*Interest on demands*).

### **8.4 Investments: delivery of documents of title**

After the occurrence of an Enforcement Event, each Chargor shall, promptly on the request of the Lender, deliver (or procure delivery) to the Lender, and the Lender shall be entitled to retain, all of the Investments and any certificates and other documents of title representing the Investments to which such Chargor (or its nominee(s)) is or becomes entitled together with any other document which the Lender may reasonably request (in such form and executed as the Lender may reasonably require) with a view to perfecting or improving its security over the Investments or to registering any Investment in its name or the name of any nominee(s).

### **8.5 Investments: exercise of rights**

No Chargor shall exercise any of its rights and powers in relation to any of the Investments in any manner which, in the reasonable opinion of the Lender, would prejudice the value of, or the ability of the Lender to realise, the security created by this Debenture.

### **8.6 No restrictions on transfer**

Each Chargor shall:

**8.6.1** ensure that the Shares and Related Rights are at all times free from any restriction on transfer (whether under any relevant constitutional documents or otherwise) by the Lender (or its nominee(s)) to perfect or enforce the security conferred or intended to be conferred by this Debenture; and

**8.6.2** procure that the board of directors of each company whose Shares are charged pursuant to this Debenture approves any transfer of any of the Shares and Related Rights desired to be made by the Lender in the exercise of the rights, powers and remedies conferred upon it by this Debenture or by law.

### **8.7 Communications and PSC notices**

**8.7.1** Each Chargor shall notify the Lender of the contents of any communication or document received by it in relation to any of the Shares and Related Rights.

**8.7.2** Each Chargor shall promptly copy to the Lender and comply with all requests for information which are made under sections 790D or 790E or paragraph 1(2) of Schedule 1B of the Companies Act 2006 relating to the Shares. If it fails to do so, the Lender may elect to provide such information as it may have on behalf of such Chargor.

## **8.8 Variation of rights**

No Chargor shall, by the exercise of any voting rights or otherwise, permit or agree to any proposed compromise, arrangement, capital reorganisation, conversion, exchange, repayment or takeover offer affecting or in respect of any of the Shares or Related Rights.

## **8.9 Obligations generally**

Each Chargor shall comply with every covenant (whether restrictive or otherwise), obligation and provision on its part to be complied with (and use its best endeavours to procure compliance by each other party thereto with every covenant, obligation and provision on the part of each such other party to be complied with) contained in any document affecting the Shares and Related Rights or their use and enjoyment.

## **9. ACCOUNTS**

### **9.1 Accounts: notification and variation**

Each Chargor, during the subsistence of this Debenture:

**9.1.1** shall promptly deliver to the Lender on the date of this Debenture and in the case of an Additional Chargor on the date of any Deed of Accession executed by such Additional Chargor (and, if any change occurs thereafter, on the date of such change), details of each Account maintained by it with any bank or financial institution;

**9.1.2** shall maintain each Account; and

**9.1.3** shall not, without the Lender's prior written consent, such consent not to be unreasonably withheld or delayed (save where there would be in the Lender's reasonable opinion a materially adverse effect on the security created under any Finance Document), permit or agree to any variation of the rights attaching to any Account or close any Account.

### **9.2 Accounts: operation before an Enforcement Event**

Prior to the occurrence of an Enforcement Event, each Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account (other than an Assigned Account), subject to the terms of the Facilities Agreement.

### **9.3 Accounts: operation after an Enforcement Event**

After the occurrence of an Enforcement Event, no Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior consent of the Lender.

#### **9.4 Assigned Accounts**

**9.4.1** No Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Assigned Account except with the prior consent of the Lender or as permitted pursuant to the terms of the Facilities Agreement.

**9.4.2** The Lender shall, upon the occurrence of an Enforcement Event, be entitled without notice to exercise from time to time all rights, powers and remedies held by it as assignee of the Assigned Accounts and to:

- (a) demand and receive all and any monies due under or arising out of each Assigned Account; and
- (b) exercise all such rights as the relevant Chargor was then entitled to exercise in relation to such Assigned Account or might, but for the terms of this Debenture, exercise.

#### **9.5 Accounts: application of monies**

Upon the occurrence of an Enforcement Event or this security otherwise becoming enforceable pursuant to Clause 15.1 (*Enforcement*), the Lender shall be entitled without notice to apply, transfer or set off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 19 (*Application of monies*).

#### **9.6 Accounts: representations**

Each Chargor represents to the Lender on the date of this Debenture and on each day prior to the release of the security constituted by this Debenture in accordance with Clause 24.1 (*Redemption of security*) that:

- 9.6.1** each Account is the subject of an appropriate mandate in form and content reasonably satisfactory to the Lender which shall be irrevocable until such time as each of the Lender and such Chargor shall otherwise agree;
- 9.6.2** no party (other than the Lender) has any rights of set-off or counterclaim in respect of any Account; and
- 9.6.3** none of the Accounts is the subject of any claim, assertion, right, action or other restriction or arrangement of whatever nature which does or may impinge upon the ownership of the Accounts by such Chargor.

## **10. INTELLECTUAL PROPERTY**

### **10.1 Preservation of Charged Intellectual Property**

Other than as permitted under the terms of the Facilities Agreement, each Chargor shall do all things necessary to safeguard and maintain the Charged Intellectual Property, including:

- 10.1.1** maintaining all Charged Intellectual Property on the relevant register, including (without limitation), payment of all renewal fees due in respect thereof;
- 10.1.2** completing the registration of any outstanding applications to register Charged Intellectual Property, including (without limitation) payment of all applicable registration fees thereof; and
- 10.1.3** observing and performing:
  - (a) all applicable requirements of all laws relating to the Charged Intellectual Property;
  - (b) any conditions attaching to any registration of the Charged Intellectual Property; and
  - (c) any notices or other orders made by any person or body in relation to the Charged Intellectual Property.

### **10.2 Unauthorised third party use**

- 10.2.1** Other than as permitted under the Facilities Agreement, each Chargor shall take all reasonable and appropriate actions necessary to cease any infringement or unauthorised use by a third party of the Charged Intellectual Property.
- 10.2.2** Each Chargor shall promptly notify the Lender in the event of any infringement or unauthorised use of any Charged Intellectual Property which is reasonably likely to have a Material Adverse Effect.

## **11. MONETARY CLAIMS**

### **11.1 Dealing with Monetary Claims**

No Chargor shall, at any time during the subsistence of this Debenture, unless otherwise permitted pursuant to the Facilities Agreement, without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed, save where there would be, in the Lender's reasonable opinion, a materially adverse effect on the security created under any Finance Document):

- 11.1.1** deal with the Monetary Claims except by getting in and realising them in a prudent manner (on behalf of the Lender) and paying the proceeds of those



Monetary Claims into an Account or as the Lender may require (and such proceeds shall be held upon trust by such Chargor for the Lender or other Secured Parties (as the case may be) prior to such payment in); or

- 11.1.2 factor or discount any of the Monetary Claims or enter into any agreement for such factoring or discounting.

## 11.2 Release of Monetary Claims: before an Enforcement Event

Prior to the occurrence of an Enforcement Event, the proceeds of the realisation of the Monetary Claims shall (subject to any restriction on the application of such proceeds contained in this Debenture or in the Facilities Agreement), upon such proceeds being credited to an Account (other than an Assigned Account), be released from the fixed charge created pursuant to Clause 3.1 (*Fixed charges*) and the relevant Chargor shall be entitled to withdraw such proceeds from such Account **provided that** such proceeds shall continue to be subject to the floating charge created pursuant to Clause 3.3 (*Floating charge*) and the terms of this Debenture.

## 11.3 Release of Monetary Claims: after an Enforcement Event

After the occurrence of an Enforcement Event and except with the prior written consent of the Lender, no Chargor shall be entitled to withdraw or otherwise transfer the proceeds of the realisation of any Monetary Claims standing to the credit of any Account.

## 12. INSURANCES

### 12.1 Insurance: undertakings

Each Chargor shall at all times during the subsistence of this Debenture:

- 12.1.1 maintain insurances with reputable independent insurance companies or underwriters on and in relation to its business and assets against those risks and to the extent as is usual for companies carrying on the same or substantially similar business and keep the Charged Property insured in accordance with the terms of the Facilities Agreement;
- 12.1.2 not do any act nor commit any default by which any Insurance Policy may become void or voidable; and
- 12.1.3 promptly pay all premiums and other monies payable under all Insurance Policies and supply on request copies of each Insurance Policy required to be maintained in accordance with this Clause 12.1 (*Insurance: undertakings*) together with the current premium receipts relating to each such policy.

### 12.2 Insurance: default

If any Chargor defaults in complying with Clause 12.1 (*Insurance: undertakings*), the Lender may effect or renew any such insurance on such terms, in such name(s) and in such amount(s) as it reasonably considers appropriate, and all monies reasonably expended by

the Lender in doing so shall be reimbursed by the relevant Chargor to the Lender on demand and shall carry interest from the date of payment by the Lender until reimbursed at the rate specified in Clause 2.2 (*Interest on demands*).

### **12.3 Application of insurance proceeds**

All monies which are not paid directly by the insurers to the Lender and are received by a Chargor under any Insurance Policies relating to the Charged Property shall (subject to the rights and claims of any person having prior rights to such monies):

**12.3.1** prior to the occurrence of an Enforcement Event, be applied in repair, reinstatement or replacement of the relevant Charged Property; and

**12.3.2** after the occurrence of an Enforcement Event, be held by such Chargor on trust for the Lender pending payment to the Lender for application in accordance with Clause 19 (*Application of monies*) and such Chargor waives any right it may have to require that any such monies are applied in reinstatement of any part of the Charged Property.

## **13. REAL PROPERTY**

### **13.1 Property: notification**

Each Chargor shall immediately notify the Lender of any forfeiture notice received or any contract, conveyance, transfer or other disposition or the acquisition by a Chargor (or its nominee(s)) of any Real Property.

### **13.2 Lease covenants**

Each Chargor shall, in relation to any lease, agreement for lease or other right to occupy under which all or any part of the Charged Property is held or to which it is at any time subject:

**13.2.1** pay the rents (if the lessee) and observe and perform in all material respects the covenants, conditions and obligations imposed (if the lessor) on the lessor or, (if the lessee) on the lessee; and

**13.2.2** not do any act or thing whereby any lease or other document which gives any right to occupy any part of the Charged Property becomes or may become subject to determination or any right of re-entry or forfeiture prior to the expiration of its term.

### **13.3 General property undertakings**

Each Chargor shall:

**13.3.1** repair and keep in good and substantial repair and condition all the Real Property at any time forming part of the Charged Property;

**13.3.2** not at any time without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed, save where there would be, in the Lender's reasonable opinion, a materially adverse effect on the security created under any Finance Document) sever or remove any of the fixtures forming part of the Real Property or any of the plant or machinery (other than stock in trade or work in progress) on or in the Charged Property (except for the purpose of any necessary repairs or replacement of it); and

**13.3.3** comply with and observe and perform (a) all applicable requirements of all planning and environmental legislation, regulations and bye-laws relating to the Real Property, (b) any conditions attaching to any planning permissions relating to or affecting the Real Property and (c) any notices or other orders made by any planning, environmental or other public body in respect of all or any part of the Real Property.

#### **13.4 Entitlement to remedy**

If any Chargor fails to comply with any of the undertakings contained in this Clause 13, the Lender shall be entitled (with such agents, contractors and others as it sees fit), to do such things as may, in the reasonable opinion of the Lender, be required to remedy such failure and all monies spent by the Lender in doing so shall be reimbursed by the relevant Chargor to the Lender on demand with interest from the date of payment by the Lender until reimbursed in accordance with Clause 2.2 (*Interest on demands*).

### **14. SPECIFIC CONTRACTS**

Other than as permitted under the Facilities Agreement, no Chargor shall at any time during the subsistence of this Debenture make or agree to make any amendments, variations or modifications to the Specific Contracts or waive any of its rights under the Specific Contracts, without the prior written consent of the Lender (save that all Related Rights shall, until the occurrence of an Enforcement Event, be exercised by and at the sole discretion of the relevant Chargor, subject always to the terms of the Facilities Agreement).

### **15. ENFORCEMENT OF SECURITY**

#### **15.1 Enforcement**

At any time after the occurrence of an Enforcement Event, or if any Chargor requests the Lender to exercise any of its powers under this Debenture or any Mortgage, or if a petition or application is presented for the making of an administration order in relation to any Chargor, or if any person who is entitled to do so gives written notice of its intention to appoint an administrator of a Chargor or files such a notice with the court, the security created by or pursuant to this Debenture or any Mortgage is immediately enforceable and the Lender may, without notice to any Chargor or prior authorisation from any court, in its absolute discretion:

- 15.1.1** enforce all or any part of that security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Property and the Lender (or its nominee(s)) shall have an immediate and absolute power of sale or other disposition over the Charged Property (including, without limitation, the power to execute, seal, deliver or otherwise complete any transfers or other documents required to vest any of the Shares and/or Related Rights in the Lender, any of its nominees or in any purchaser of any of the Shares and/or Related Rights); and
- 15.1.2** whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the LPA (as varied or extended by this Debenture and each Mortgage) on mortgagees and by this Debenture and each Mortgage on any Receiver or otherwise conferred by law on mortgagees or Receivers.

## **15.2 No liability as mortgagee in possession**

Neither the Lender nor any of its nominees nor any Receiver shall be liable to account as a mortgagee or security holder in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Charged Property to which a mortgagee, security holder or mortgagee or security holder in possession might otherwise be liable, and in particular the Lender (or its nominee(s)) or any Receiver shall not be liable for any loss occasioned by any exercise or non-exercise of rights attached to the Shares or the Related Rights or by any failure to report to any Chargor any notice or other communication received in respect of the Shares.

## **15.3 Right of appropriation**

To the extent that any of the Charged Property constitutes "financial collateral" and this Debenture and the obligations of any Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the "**Regulations**")) the Lender shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be (a) in the case of cash, the amount standing to the credit of each of the Accounts, together with any accrued but unposted interest, at the time the right of appropriation is exercised; and (b) in the case of Investments and/or Shares, the market price of such Investments and/or Shares determined by the Lender by reference to a public index or by such other process as the Lender may select, including independent valuation. In each case, the parties agree that the method of valuation provided for in this Debenture shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

## **15.4 Effect of moratorium**

**15.4.1** The Lender shall not be entitled to exercise its rights under Clause 15.1 (*Enforcement*), Clause 17.1 (*Appointment and removal*) (other than Clause 17.1.5) or Clause 4 (*Crystallisation of floating charge*) where the right arises as a result of an Event of Default occurring solely due to any person obtaining or taking steps to obtain a moratorium pursuant to Part A1 of the Insolvency Act 1986.

**15.4.2** Clause 15.4.1 above does not apply in respect of a "security financial collateral arrangement" as defined in Clause 15.3 (*Right of appropriation*) above.

## **16. EXTENSION AND VARIATION OF THE LPA**

### **16.1 Extension of powers**

The power of sale or other disposal conferred on the Lender, its nominee(s) and any Receiver by this Debenture and each Mortgage shall operate as a variation and extension of the statutory power of sale under Section 101 of the LPA and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Debenture and each Mortgage.

### **16.2 Restrictions**

The restrictions contained in Sections 93 and 103 of the LPA shall not apply to this Debenture and each Mortgage or to the exercise by the Lender of its right to consolidate all or any of the Charges with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Lender without notice to any Chargor on or at any time after the occurrence of an Enforcement Event.

### **16.3 Power of leasing**

The statutory powers of leasing may be exercised by the Lender at any time on or after the occurrence of an Enforcement Event and the Lender and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the LPA.

### **16.4 Transfer of Security**

**16.4.1** At any time after the occurrence of an Enforcement Event, the Lender may:

- (a) redeem any prior Security against any Charged Property;
- (b) procure the transfer of any such Security to itself; and/or
- (c) settle and pass the accounts of the prior mortgagee or chargee; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor.

- 16.4.2** Each Chargor shall pay to the Lender immediately on demand the costs and expenses incurred by the Lender in taking any action contemplated by Clause 16.4.1, including the payment of any principal or interest.

**16.5 Suspense account**

If the Charges are enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Lender (or any Receiver) may pay the proceeds of any recoveries effected by it into a suspense account.

**17. APPOINTMENT OF RECEIVER OR ADMINISTRATOR**

**17.1 Appointment and removal**

After the occurrence of an Enforcement Event, or if a petition or application is presented for the making of an administration order in relation to any Chargor, or if any person who is entitled to do so gives written notice of its intention to appoint an administrator of such Chargor or files such a notice with the court or if requested to do so by such Chargor, the Lender may by deed or otherwise (acting through an authorised officer of the Lender), without prior notice to any Chargor and in relation to each Chargor:

- 17.1.1** appoint one or more persons to be a Receiver of the whole or any part of the Charged Property;
- 17.1.2** appoint two or more Receivers of separate parts of the Charged Property;
- 17.1.3** remove (so far as it is lawfully able) any Receiver so appointed;
- 17.1.4** appoint another person(s) as an additional or replacement Receiver(s); and
- 17.1.5** appoint one or more persons to be an administrator of such Chargor.

**17.2 Capacity of Receivers**

Each person appointed to be a Receiver pursuant to Clause 17.1 (*Appointment and removal*) shall be:

- 17.2.1** entitled to act individually or together with any other person appointed or substituted as Receiver;
- 17.2.2** for all purposes deemed to be the agent of the relevant Chargor which shall be solely responsible for their acts, defaults and liabilities and for the payment of their remuneration and no Receiver shall at any time act as agent for the Lender; and
- 17.2.3** entitled to remuneration for their services at a rate to be fixed by the Lender from time to time (without being limited to the maximum rate specified by the LPA).

### **17.3 Statutory powers of appointment**

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Lender under the LPA (as extended by this Debenture and each Mortgage) or otherwise and such powers shall remain exercisable from time to time by the Lender in respect of any part of the Charged Property. Except as provided in Clause 15.4 (*Effect of moratorium*), any restriction imposed by law on the right of a mortgagee to appoint a receiver (including under section 109(1) of the LPA) does not apply to this Debenture.

## **18. POWERS OF RECEIVER**

Every Receiver shall (subject to any restrictions in the instrument appointing them but notwithstanding any winding-up or dissolution of a Chargor) have and be entitled to exercise, in relation to the Charged Property (and any assets of a Chargor which, when got in, would be Charged Property) in respect of which the Receiver was appointed, and as varied and extended by the provisions of this Debenture (in the name of or on behalf of the relevant Chargor or in their own name and, in each case, at the cost of such Chargor):

- 18.1.1** all the powers conferred by the LPA on mortgagors and on mortgagees in possession and on receivers appointed under the LPA;
- 18.1.2** all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- 18.1.3** all the powers and rights of an absolute owner and power to do or omit to do anything which the relevant Chargor itself could do or omit to do; and
- 18.1.4** the power to do all things (including bringing or defending proceedings in the name or on behalf of the relevant Chargor) which seem to the Receiver to be incidental or conducive to (a) any of the functions, powers, authorities or discretions conferred on or vested in them or (b) the exercise of the Collateral Rights (including realisation of all or any part of the Charged Property) or (c) bringing to their hands any assets of the relevant Chargor forming part of, or which when got in would be, Charged Property.

## **19. APPLICATION OF MONIES**

All monies received or recovered by the Lender, its nominee(s) or any Receiver pursuant to this Debenture and each Mortgage or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the LPA) be applied first in the payment of the costs, charges and expenses incurred and payments made by the Receiver, the payment of his remuneration and the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of their powers, and thereafter shall be applied by the Lender (notwithstanding any purported appropriation by any Chargor) in accordance with clause 15.1 (*Order of application*) of the Intercreditor Agreement.

## **20. COSTS AND INDEMNITY**

### **20.1 Costs**

Each Chargor shall, within five Business Days of demand, pay to, or reimburse, the Lender and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lender, any Receiver or any Delegate in connection with:

**20.1.1** preserving or enforcing (or attempting to do so) the Lender's, a Receiver's or a Delegate's rights under this Debenture; or

**20.1.2** taking proceedings for, or recovering, any of the Secured Obligations,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge, expense, tax or liability arose until full discharge of that cost, charge, expense, tax or liability (whether before or after judgment, liquidation, winding-up or administration of any Chargor) at the rate and in the manner specified in the relevant Instrument.

### **20.2 Indemnity to the Lender**

Each Chargor shall indemnify the Lender, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

**20.2.1** the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Debenture or by law in respect of the Charged Property;

**20.2.2** taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Debenture; or

**20.2.3** any default or delay by any Chargor in performing any of its obligations under this Debenture.

## **21. PROTECTION OF PURCHASERS**

### **21.1 Consideration**

The receipt of the Lender, its nominee(s) or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Property or making any acquisition, the Lender, its nominee(s) or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.



## **21.2 Protection of purchasers**

No purchaser or other person dealing with the Lender, its nominee(s) or any Receiver shall be bound to inquire whether the right of the Lender, such nominee(s) or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Lender, such nominee(s) or such Receiver in such dealings.

## **22. POWER OF ATTORNEY**

### **22.1 Appointment and powers**

Each Chargor by way of security irrevocably appoints the Lender and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

**22.1.1** carrying out any obligation imposed on such Chargor by this Debenture (including the completion, execution and delivery of any Mortgages, deeds, charges, assignments or other security and any transfers of the Charged Property); and

**22.1.2** enabling the Lender and any Receiver to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on them by or pursuant to this Debenture or any Mortgage or by law (including the exercise of any right of a legal or beneficial owner of the Charged Property) and (without prejudice to the generality of the foregoing) to execute as a deed or under hand and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it may reasonably deem proper in or for the purpose of exercising any of such rights, powers, authorities and discretions.

### **22.2 Exercise of power of attorney**

The Lender may only exercise the power of attorney granted pursuant to Clause 22.1 (*Appointment and powers*) following:

**22.2.1** the occurrence of an Enforcement Event; or

**22.2.2** the failure by such Chargor to comply with any further assurance or perfection of security obligations required by the terms of this Debenture or any Mortgage within five Business Days of such further assurance or perfection of security obligation arising.

### **22.3 Ratification**

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of their powers.

**22.4 Lender's power to remedy breaches**

If at any time any Chargor fails to perform any of the covenants contained in this Debenture it shall be lawful for the Lender, but the Lender shall have no obligation, to take such action on behalf of such Chargor (including, without limitation, the payment of money) as may in the Lender's reasonable opinion be required to ensure that such covenants are performed. Any losses, costs, charges and expenses incurred by the Lender in taking such action shall be reimbursed by such Chargor on demand.

**23. EFFECTIVENESS OF SECURITY****23.1 Continuing security**

**23.1.1** The Charges shall remain in full force and effect as a continuing security for the Secured Obligations unless and until the Secured Obligations have been irrevocably and unconditionally discharged in full and the Finance Parties have no further obligation to make any advance available to any Obligor pursuant to any Finance Documents.

**23.1.2** No part of the security from time to time intended to be constituted by this Debenture will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

**23.2 Cumulative rights**

The Charges and the Collateral Rights shall be cumulative, in addition to and independent of every other security which the Lender or any Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior security held by the Lender (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Property shall merge into the security constituted by this Debenture and any Mortgage.

**23.3 Remedies and waivers**

No failure on the part of the Lender to exercise, or any delay on its part in exercising, any Collateral Right shall operate as a waiver of that Collateral Right, nor shall any single or partial exercise of any Collateral Right preclude any further or other exercise of that or any other Collateral Right.

**23.4 No liability**

None of the Lender, its nominee(s) or any Receiver shall be liable by reason of (a) taking any action permitted by this Debenture or any Mortgage or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property.

### **23.5 Partial invalidity**

If, at any time, any provision of this Debenture or any Mortgage 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 Debenture or any Mortgage nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Debenture or any Mortgage is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

### **23.6 Waiver of defences**

Neither the obligations of each Chargor under this Debenture and each Mortgage nor the Charges will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under any of the Charges (without limitation and whether or not known to it or any Secured Party) including:

- 23.6.1** any time, waiver or consent granted to, or composition with, any person;
- 23.6.2** the release of any person under the terms of any composition or arrangement with any creditor of any Obligor;
- 23.6.3** the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- 23.6.4** any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
- 23.6.5** any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature) or replacement of a Finance Document or any other document or security or of the Secured Obligations (including, without limitation, any increase to the Secured Obligations as may be agreed by the Original Chargor from time to time);
- 23.6.6** any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security or of the Secured Obligations; or
- 23.6.7** any insolvency or similar proceedings.

### **23.7 Immediate recourse**

Each Chargor waives any right it may have of first requiring any Secured Party (or the Lender or agent on its behalf) to proceed against such Chargor or any other person or enforce any other rights or security or claim payment from any person before claiming

from such Chargor under this Debenture or any Mortgage. This waiver applies irrespective of any law or any provision of this Debenture to the contrary or any Mortgage.

### **23.8 Deferral of rights**

Until such time as the Secured Obligations have been discharged in full, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Debenture or any Mortgage:

- 23.8.1** to be indemnified by any Obligor;
- 23.8.2** to claim any contribution from any guarantor of such Chargor's obligations under this Debenture, under any other Finance Document;
- 23.8.3** to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, this Debenture or any Mortgage by any Secured Party;
- 23.8.4** to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Obligor has given a guarantee, undertaking or indemnity under this Debenture or any Mortgage;
- 23.8.5** to exercise any right of set-off against any Obligor; and/or
- 23.8.6** to claim or prove as a creditor of any Obligor in competition with any Secured Party.

### **23.9 Chargor intent**

Without prejudice to the generality of Clause 23.6 (*Waiver of defences*), each Chargor expressly confirms that it intends that this Debenture and any Mortgage shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; the establishment of any Additional Commitments; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

## **24. RELEASE OF SECURITY**

### **24.1 Redemption of security**

Upon the Secured Obligations being irrevocably and unconditionally discharged in full and none of the Secured Parties being under any further actual or contingent obligation to

make advances or provide other financial accommodation to any Chargor or any other person under any of the Finance Documents, the Lender shall, at the request and cost of the Chargors (provided that such costs are reasonably incurred), release and cancel the security constituted by this Debenture and procure the reassignment to the relevant Chargor of the property and assets assigned to the Lender pursuant to this Debenture, in each case subject to Clause 24.2 (*Avoidance of payments*) and without recourse to, or any representation or warranty by, the Lender or any of its nominees.

## **24.2 Avoidance of payments**

If the Lender considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of each Chargor under, and the security created by, this Debenture shall continue and such amount shall not be considered to have been irrevocably paid.

## **25. SET-OFF**

**25.1** Each Chargor authorises the Lender (but the Lender shall not be obliged to exercise such right) to set off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by the Lender to such Chargor.

**25.2** Without prejudice to any right of set-off the Lender may have under any other Finance Document or otherwise, if any time deposit matures on any account a Chargor has with the Lender prior to the release of all of the Charged Property pursuant to Clause 24.1 (*Redemption of security*) when:

**25.2.1** an Enforcement Event has occurred; and

**25.2.2** no Secured Obligation is due and payable,

that time deposit will automatically be renewed for any further maturity which the Lender considers appropriate.

## **26. SUBSEQUENT SECURITY INTERESTS**

If the Lender (acting in its capacity as trustee or otherwise) or any of the other Secured 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 or any assignment or transfer of the Charged Property which is prohibited by the terms of this Debenture or any Mortgage or the Facilities Agreement, all payments made thereafter by or on behalf of any Chargor to the Lender (whether in its capacity as trustee or otherwise) or any of the other Secured Parties shall be treated as having been credited to a new account of such Chargor and not as having been applied in reduction of the Secured Obligations as at the time when the Lender received such notice.

## **27. ASSIGNMENT**

The Lender may assign and transfer all or any of its rights and obligations under this Debenture or any Mortgage. The Lender shall be entitled to disclose such information

concerning each Chargor and this Debenture or any Mortgage as the Lender 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.

**28. NOTICES**

The provisions of clause 31 (*Notices*) of the Facilities Agreement shall apply to this Debenture.

**29. DISCRETION AND DELEGATION**

**29.1 Discretion**

Any liberty or power which may be exercised or any determination which may be made under this Debenture or under any Mortgage by the Lender or any Receiver may, subject to the terms and conditions of this Debenture and the Intercreditor Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

**29.2 Delegation**

Each of the Lender and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Debenture (including the power of attorney) or any Mortgage on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise any subsequent delegation or any revocation of such power, authority or discretion by the Lender or the Receiver itself. Neither the Lender nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

**30. COUNTERPARTS**

This Debenture 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 Debenture.

**31. GOVERNING LAW**

This Debenture and all matters including non-contractual obligations arising out of or in connection with it are governed by English law.

**32. JURISDICTION OF ENGLISH COURTS**

**32.1** The courts of England have exclusive jurisdiction to settle any dispute arising out of, or connected with this Debenture or any Mortgage (including a dispute regarding the existence, validity or termination of this Debenture or any Mortgage or the consequences

of its nullity or any non-contractual obligations arising out of or in connection with this Debenture or any Mortgage) (a "**Dispute**").

**32.2** The parties to this Debenture 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.

**32.3** Notwithstanding Clause 32.1 above, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Lender may take concurrent proceedings in any number of jurisdictions.

**THIS DEBENTURE** has been signed on behalf of the Lender and executed as a deed by each Original Chargor and is delivered by them on the date specified above.

**The Original Chargors**

**EXECUTED** as a **DEED** by **PERCH CAPITAL** )  
**LIMITED** acting by a director: )  
 )

DocuSigned by:  
[Redacted]  
C00CFDCA03DD42D...

Director

Name: **Craig Hinchcliffe**

Witness' signature:

DocuSigned by:  
[Redacted]  
F05DB3BAAD2047F...

Name (IN BLOCK CAPITALS):  
**Becki Hinchliffe**

Address: [Redacted]  
.....  
[Redacted]  
.....  
[Redacted]  
.....

Occupation: **Director**  
.....

Address: Unit 10 Whitehills Drive, Whitehills Business Park,  
Blackpool, Lancashire, United Kingdom, FY4 5LW

Electronic mail address: [Redacted]

Attention: **Craig Hinchliffe**



**EXECUTED** as a **DEED** by **PERCH GROUP** )  
**LIMITED** acting by a director: )  
)

DocuSigned by:  
[Redacted Signature]  
CD0CFDCA033D42D...

Director  
  
Name: **Craig Hinchcliffe**

Witness' signature: [Redacted Signature]  
F06DB3BAAD2047F...

Name (IN BLOCK CAPITALS):  
**Becki Hinchliffe**

Address: [Redacted Address]  
[Redacted Address]  
[Redacted Address]

Occupation: **Director**

Address: **Unit 10 Whitehills Drive, Whitehills Business Park,  
Blackpool, Lancashire, United Kingdom, FY4 5LW**

Electronic mail address: [Redacted Email Address]

Attention: **Craig Hinchliffe**

**EXECUTED** as a **DEED** by **PERCH HOLDCO** )  
**LIMITED** acting by a director: )  
)

DocuSigned by:

CD0CFDCA09DD42D...

Director

Name: **Craig Hinchliffe**

Witness' signature:

DocuSigned by:

FF6DB3BAAD2047E...

Name (IN BLOCK CAPITALS):

**Becki Hinchliffe**

Address:

Occupation: **Director**

Address:

**6 The Downs, Altrincham, England, WA14 2PU**

Electronic mail address:

Attention:

**Craig Hinchliffe**

**EXECUTED** as a **DEED** by **TM LEGAL SERVICES** )  
**LIMITED** acting by a director: )  
 )

DocuSigned by:  
[Redacted Signature]  
CD0CFDCA03DD42D...

Director  
  
Name: **Craig Hinchcliffe**

Witness' signature:  
[Redacted Signature]  
P05D63BAAB3947F...

Name (IN BLOCK CAPITALS):  
**Becki Hinchliffe**

Address: [Redacted Address]  
[Redacted Address]  
[Redacted Address]

Occupation: **Director**

Address: **Unit 10 Whitehills Drive, Whitehills Business Park,  
Blackpool, Lancashire, United Kingdom, FY4 5LW**

Electronic mail address: [Redacted Email Address]

Attention: **Craig Hinchliffe**

**EXECUTED** as a **DEED** by **ACI-UK LIMITED** acting )  
by a director: )  
)

DocuSigned by:  
[Redacted Signature]  
.....CD0CFD9413DQ43D.....

Director  
  
Name: Craig Hinchcliffe

Witness' signature:  
[Redacted Signature]  
.....F05DB3BAAD2047F.....

Name (IN BLOCK CAPITALS):  
Becki Hinchliffe  
.....

Address: [Redacted]  
.....  
[Redacted]  
.....  
[Redacted]  
.....

Occupation: Director  
.....

Address: Unit 10 Whitehills Drive, Whitehills Business Park,  
Blackpool, Lancashire, United Kingdom, FY4 5LW

Electronic mail address: [Redacted]

Attention: Craig Hinchliffe

**The Lender**

**EXECUTED** as a **DEED** by **QUILAM SPECIAL** )  
**OPPORTUNITIES 2 LIMITED** acting by an )  
authorised signatory: )

DocuSigned by:  
[Redacted Signature]  
C1620E4648F44FD...

Director

Name: Marc Sefton

DocuSigned by:  
[Redacted Signature]  
F289E062613B4E3...

Director

Name: kieran McSweeney

Address: Ground Floor Egerton House, 68 Baker Street, Weybridge,  
Surrey, United Kingdom, KT13 8AL

Electronic mail address: [Redacted Email Address]

Attention: Alex Scott

**SCHEDULE 1**  
**ORIGINAL CHARGORS**

<b>NAME</b>	<b>JURISDICTION</b>	<b>REGISTERED NUMBER</b>	<b>REGISTERED OFFICE</b>
Perch Capital Limited	England and Wales	11207867	Unit 10 Whitehills Drive, Whitehills Business Park, Blackpool, Lancashire, United Kingdom, FY4 5LW
Perch Group Limited	England and Wales	11206024	Unit 10 Whitehills Drive, Whitehills Business Park, Blackpool, Lancashire, United Kingdom, FY4 5LW
Perch Holdco Limited	England and Wales	13522160	6 The Downs, Altrincham, England, WA14 2PU
TM Legal Services Limited	England and Wales	10214118	Unit 10 Whitehills Drive, Whitehills Business Park, Blackpool, Lancashire, United Kingdom, FY4 5LW
ACI-UK Limited	England and Wales	03775287	Unit 10 Whitehills Drive, Whitehills Business Park, Blackpool, Lancashire, United Kingdom, FY4 5LW

**SCHEDULE 2**  
**DETAILS OF REAL PROPERTY**

**Registered Land**

(Freehold or leasehold property (if any) in England and Wales of which the relevant  
Chargor is registered as the proprietor at the Land Registry)

Address of Property	Title Number	Freehold / leasehold	Date / Parties to lease
Ground Floor, Viscount Court, Sir Frank Whittle Way, Blackpool	LAN215781	Leasehold	Lease dated 13 December 2018 between Clear Property (NW) Commercial Limited (1) and ACI-UK Limited (2)
First Floor, Viscount Court, Sir Frank Whittle Way, Blackpool	LAN215780	Leasehold	Lease dated 13 December 2018 between Clear Property (NW) Commercial Limited (1) and TM Legal Services Limited (2)

**Unregistered Land**

(Freehold or leasehold property (if any) in England and Wales title to which is not registered at the  
Land Registry of which the relevant Chargor is the owner)

**The freehold/leasehold property known as and comprised in the following title deed(s) or other document(s) of title:**

Description	Date	Document	Parties

**SCHEDULE 3**  
**DETAILS OF INTELLECTUAL PROPERTY**

None at the date of this Debenture.



**SCHEDULE 4**  
**DETAILS OF SHARES**

<b>Chargor</b>	<b>Name of Company in which Shares are held</b>	<b>Class of Shares</b>	<b>Number of Shares held</b>	<b>Issued Share Capital</b>
Perch Holdco Limited	Perch Group Limited	Ordinary	10,000	10,000
Perch Group Limited	Perch Capital Limited	Ordinary	1	1
Perch Group Limited	Perch Reserves Limited	Ordinary	1	1
Perch Group Limited	TM Legal Services Limited	Ordinary	1	1
Perch Group Limited	Fieldconnect Limited	Ordinary	1	2
Perch Group Limited	TMLSHC Limited	A Ordinary	1	1
Perch Group Limited	ACI-UK Limited	Ordinary	27,027	27,027

**SCHEDULE 5**  
**FORM OF NOTICE OF ASSIGNMENT OF INSURANCES**

To: [Insurer]

Date: [●]

Dear Sirs

We hereby give you notice that we have assigned to [●] (the "**Lender**") pursuant to a debenture entered into by us in favour of the Lender dated [●] 2023 (subject to a provision for reassignment) all our right, title and interest in and to the proceeds of [*insert description and number of relevant insurance policy*] (the "**Policy**").

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

- 1.1 make all payments and claims under or arising from the Policy (in accordance with the terms of that Policy) to us until such time as you receive notice from the Lender instructing you otherwise ("Payment Notice"). Upon receipt of a Payment Notice we instruct you to comply with all payment instructions in respect of any claims and payments under or arising from the Policy as set out in such Payment Notice; and
- 1.2 disclose to the Lender, without further approval from us, such information regarding the Policy as the Lender may from time to time request and to send it copies of all notices issued by you under the Policy.

We will remain liable to perform all our obligations under the Policy and the Lender is under no obligation of any kind whatsoever under the Policy nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Policy.

This notice and all matters including non-contractual obligations arising out of or in connection with it are governed by English law. Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Lender at [●], marked for the attention of [●].

Yours faithfully

.....  
For and on behalf of  
**[Chargor]**

**FORM OF ACKNOWLEDGEMENT OF NOTICE OF ASSIGNMENT OF INSURANCES**

To:           **[Lender]**  
                  [Address of Lender]

Attention:   [●]

Date:         [●]

We acknowledge receipt of a notice in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over any of the rights, title and interests and benefits referred to in such notice (other than the notice received in respect of the debenture dated 27 April 2022) and that we will comply with the terms of that notice.

We further confirm that no amendment or termination of the Policy shall be effective unless we have given the Lender thirty days written notice of such amendment or termination.

For and on behalf of [*Insurer*]

By:

**SCHEDULE 6**  
**FORM OF NOTICE OF ASSIGNMENT OF ACCOUNT**

To: [Account Bank]

Date: [●]

Dear Sirs

**Re: [Chargor] – Security over Bank Account**

Name of Account	Name of Account	Account number and sort code

We hereby give you notice that we have charged to Quilam Special Opportunities 2 Limited (the "**Lender**") pursuant to a debenture entered into by, amongst others, each of us (as chargors) in favour of the Lender dated \_\_\_\_\_ 2023 all of our right, title and interest in and to the accounts with you listed above (together, the "**Accounts**"), including all monies from time to time standing to the credit of the Accounts and the debts represented thereby.

We hereby irrevocably instruct and authorise you:

- 1.1 to credit to each Account all interest from time to time earned on the sums of money held in that Account;
- 1.2 to disclose to the Lender, without any reference to or further authority from us and without any liability or inquiry by you as to the justification for such disclosure, such information relating to the Accounts and the sums in each Account as the Lender may request you to disclose to it, and following receipt by you of a written notice from the Lender of the occurrence of an Enforcement Event:
  - 1.2.1 to hold all sums from time to time standing to the credit of each Account to the order of the Lender;
  - 1.2.2 to pay or release all or any part of the sums from time to time standing to the credit of each Account only in accordance with the written instructions of the Lender; and
  - 1.2.3 to comply with the terms of any written notice or instructions in any way relating to the Accounts or the sums standing to the credit of any Accounts from time to time which you may receive at any time from the Lender without any reference to or further authority from us and without any liability or

inquiry by you as to the justification for or validity of such notice or instructions.

By counter-signing this notice, the Lender confirms that we may make withdrawals from the Accounts in accordance with the terms of the Finance Documents until such time as the Lender notifies you in writing that an Enforcement Event has occurred and that such permission is withdrawn, whereupon we will not be permitted to withdraw any amounts from any Account without the prior written consent of the Lender.

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

This notice and all matters including non-contractual obligations arising out of or in connection with it are governed by English law.

Please confirm your acceptance of the above instructions by returning the attached acknowledgement to the Lender at Ground Floor Egerton House, 68 Baker Street, Weybridge, Surrey, United Kingdom, KT13 8AL marked for the attention of Sarah Watts with a copy to ourselves.

Yours faithfully

.....

For and on behalf of

**[Chargor]**

Counter-signed by

.....

For and on behalf of

**Quilam Special Opportunities 2 Limited**

**FORM OF ACKNOWLEDGEMENT OF NOTICE OF ASSIGNMENT OF ACCOUNT**

To: **[Lender]**  
[Address of Lender]

Attention: [●]

Date: [●]

Dear Sirs

**Re: Notice of charge dated .....20[XX] (the "Notice")**

We refer to the Notice relating to the account details of which are set out below the ("**Account**"):

<b>Account Holder</b>	<b>Account Number</b>	<b>Sort Code</b>

We confirm that:

1. we will continue to operate the Account solely on the instructions of the Chargor unless and until;
  - 1.1 we have received addressed to [●] at [●] (or such other contact names and addresses as we may advise you of from time to time) a notice from the Chargee asking us to block the Account together with a copy of the Notice and this Acknowledgement (the "Blocking Notice"); and
  - 1.2 the date on which we have acknowledged to the Chargee in writing that we have received the Blocking Notice, from which time we shall block the Account and not accept any further instructions from the Chargor.
2. to the best of our knowledge and belief the business team responsible for the Account has not, as at the date of this acknowledgement, received any notice that any third party has any right or interest whatsoever in or has made any claim or demand or taken any action whatsoever against the Account and/or the debts represented thereby, or any part of any of it or them (other than the notice received in respect of the debenture dated 27 April 2022);
3. [we are not, in priority to the Chargee, entitled to combine the Account with any other account or to exercise any right of set-off or counterclaim against money in the Account in respect of any sum owed to us provided that, notwithstanding any term of the Notice:
  - 3.1 we shall be entitled at any time to deduct from the Account any amounts to satisfy any of our or the Chargor's obligations and / or committed liabilities including those incurred

under the direct debit scheme or in respect of other unpaid sums in relation to cheques and payment reversals; and

- 3.2 our agreement in this Acknowledgement not to exercise any right of combination of accounts, set-off or lien over any monies standing to the credit of the Account in priority to the Chargee, shall not apply in relation to our standard bank charges and fees and any cash pooling arrangements provided to the Chargor; and
4. we will disclose to the Chargee any information relating to the Account which the Chargee may from time to time request us to provide.

We do not confirm or agree to any of the other matters set out in the Notice.

Our acknowledgement of the Notice is subject to the following conditions:

1. we shall not be bound to enquire whether the right of any person (including, but not limited to, the Chargee) to withdraw any monies from the Account has arisen or be concerned with (A) the propriety or regularity of the exercise of that right or (B) be responsible for the application of any monies received by such person (including, but not limited to, the Chargee); and
2. we shall have no liability to the Chargee in respect of the Account whatsoever, including, without limitation, for having acted on instructions from any person (including, but not limited to, the Chargee) which on their face appear to be genuine, and which otherwise comply with the latest bank mandate held by us or relevant electronic banking system procedures in the case of an electronic instruction, and
3. we shall not be deemed to be a trustee for the Chargor or the Chargee of the Account.

This letter and any non-contractual obligations arising out of or in connection with this letter are governed by the laws of England and Wales.

Yours faithfully

Name:

Position:

For and on behalf of [*Account Bank*]

Dated

**SCHEDULE 7**  
**FORM OF NOTICE OF ASSIGNMENT OF SPECIFIC CONTRACT**

To: [Counterparty]

Date: [●]

Dear Sirs

We hereby give you notice that we have assigned to [●] ("**Lender**") pursuant to a debenture entered into by us in favour of the Lender dated [●] 2023 all our right, title and interest in and to *[insert details of contract]* (the "**Contract**") including all monies which may be payable to us in respect of the Contract.

With effect from the date of your receipt of this notice:

1. all payments by you to us under or arising from the Contract should be made to us until such time as you receive notice from the Lender instructing you otherwise ("**Payment Notice**"). Upon receipt of a Payment Notice we instruct you to comply with all payment instructions in respect of any payments to be made under or arising from the Contract as set out in the Payment Notice;
2. upon your receipt of a Payment Notice from the Lender:
  - 2.1 all remedies provided for in the Contract or available at law or in equity are exercisable by the Lender;
  - 2.2 all rights to compel performance of the Contract are exercisable by the Lender although the Chargor shall remain liable to perform all the obligations assumed by it under the Contract; and
  - 2.3 all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Contract belong to the Lender to the exclusion of the Chargor and no changes may be made to the terms of the Contract otherwise than as provided for in the Facilities Agreement between ourselves and [●] as Lender dated 27 April 2022 as amended and restated pursuant to an amendment and restatement agreement dated [●] 2023;
3. you are authorised and instructed, without requiring further approval from us, to provide the Lender with 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 Lender as well as to us; and
4. these instructions may not be revoked, nor may the terms of the Contract be amended, varied or waived without the prior written consent of the Lender.



This notice and all matters including non-contractual obligations arising out of or in connection with it are governed by English law. Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Lender at [●], marked for the attention of [●].

Yours faithfully

.....

For and on behalf of

**[Chargor]**

## FORM OF ACKNOWLEDGEMENT OF NOTICE OF ASSIGNMENT OF SPECIFIC CONTRACT

To:           **[Lender]**  
                  [Lender]

Attention:   [●]

Date:         [●]

We acknowledge receipt of a notice in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over any of the rights, interests and benefits in and to the Contract and that we will comply with the terms of that notice [(other than the notice received in respect of the debenture dated 27 April 2022)]<sup>1</sup>.

We further confirm that no amendment, waiver or release of any of such rights, interests and benefits arising under the Contract shall be effective without the prior written consent of the Lender, unless it is of a minor technical or non-operational nature or in any way which could not be reasonably expected materially and adversely to affect the interests of the Lender.

By:

For and on behalf of [Counterparty]

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<sup>1</sup> Note: Not to be included in respect of notices/acknowledgements relating to Customer Receivable Documents.

**SCHEDULE 8  
FORM OF LEGAL MORTGAGE**

**DATED 2022**

**(1) [INSERT NAME OF COMPANY]  
as Chargor**

**and**

**(2) [INSERT NAME OF LENDER]  
as Lender**

**MORTGAGE**

**THIS DEED** is dated 2023 between:

- (1) **[INSERT NAME OF COMPANY]**, a company incorporated in England and Wales with registered number [●] and whose registered office is at [●] (the "**Chargor**"); and
- (2) **[INSERT NAME OF LENDER]** of [address of lender] as lender (the "**Lender**").

**BACKGROUND:**

It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**IT IS AGREED as follows:**

**1. DEFINITIONS**

Terms defined in the Facilities Agreement shall, unless otherwise defined in the Debenture or this Mortgage, have the same meaning in this Mortgage and in addition:

**Debenture** means the debenture dated [●] 2023 between the Original Chargor and [●] as the Lender.

**Facilities Agreement** means the senior facilities agreement dated 27 April 2022 between, amongst others, (1) Perch Capital Limited (as borrower), (2) Perch Group Limited (as parent) and (3) Quilam Special Opportunities 2 Limited (as original lender) as amended, varied, novated, supplemented, replaced, extended and/or restated from time to time including pursuant to the Amendment and Restatement Agreement.

**Mortgaged Property** means:

- (a) the property specified in the Schedule (*Details Of Mortgaged Property*); and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

and includes all Related Rights.

**Related Rights** means, in relation to any asset:

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

## 2. FIXED SECURITY

The Chargor hereby charges with full title guarantee in favour of the Lender as security for the payment and discharge of the Secured Obligations, by way of legal mortgage all the Chargor's right, title and interest from time to time in the Mortgaged Property.

## 3. IMPLIED COVENANTS FOR TITLE

3.1 The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 2 (*Fixed Security*).

3.2 It shall be implied in respect of Clause 2 (*Fixed Security*) that the Chargor is disposing of the Mortgaged Property free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

## 4. APPLICATION TO THE CHIEF LAND REGISTRAR

The Chargor hereby consents to an application being made to the Chief Land Registrar to enter the following restriction in the Proprietorship register of any property which is, or is required to be, registered forming part of the Mortgaged 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 [●] in favour of [*Lender name*] of [*address*] referred to in the charges register [or [*their conveyancer or specify appropriate details*]]."

## 5. FURTHER ADVANCES

5.1 The Lender is under an obligation to make further advances to the Chargor and that obligation will be deemed to be incorporated into this Mortgage as if set out in this Mortgage.

5.2 The Chargor hereby consents to an application being made to the Chief Land Registrar to enter the obligation to make further advances on the Charges register of any registered land forming part of the Mortgaged Property.

## 6. RELEASE OF SECURITY

### 6.1 Redemption of security

Upon the Secured Obligations being discharged in full and none of the Secured Parties being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor or any other person under any agreement between the Lender and the Chargor, the Lender shall, at the request and cost of the Chargor, release and cancel the security constituted by this Mortgage and procure the reassignment to the Chargor of the property and assets assigned to the Lender pursuant

to this Mortgage, in each case subject to Clause 6.2 (*Avoidance of payments*) and without recourse to, or any representation or warranty by, the Lender or any of its nominees.

## **6.2 Avoidance of payments**

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

## **7. THIRD PARTY RIGHTS**

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

## **8. GOVERNING LAW**

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

## **9. COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. Any party may enter into this Mortgage by signing any such counterpart.

**THIS DEED** has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE

DETAILS OF MORTGAGED PROPERTY

Part II - Registered Land

(Freehold or leasehold property (if any) in England and Wales of which the Chargor is registered as the proprietor at the Land Registry)

Chargor	Address of Property	Title Number	Freehold / Leasehold	Date / Parties to lease
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Part III - Unregistered Land

(Freehold or leasehold property (if any) in England and Wales title to which is not registered at the Land Registry of which the Chargor is the owner)

The freehold/leasehold property known as and comprised in the following title deed(s) or other document(s) of title:

Chargor	Description	Date	Document	Parties
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**SCHEDULE 9**  
**FORM OF NOTICE OF CHARGE OF LEASE**

To: [Landlord]

Date: [●]

**PURSUANT TO** the lease of which particulars appear in paragraph 1 below, **NOTICE IS HEREBY GIVEN** that the disposition, of which particulars appear in paragraph 2 below, has taken place.

1.	LEASE	
1.1	Date:	
1.2	Term:	
1.3	Parties: (1) (2)	
1.4	Demised Premises:	
2.	DISPOSITION:	Charge contained in a Debenture
2.1	Date:	[●]
2.2	Parties: (1) (2)	[Chargor] as the Chargor  [●] as the Lender
2.3	Name and Address of the Lender:	[●], [●]

**NOTES:** [1. The registration fee is enclosed.]

*It is requested that notice be given to the Lender of any breach of covenant by the tenant under the Lease.*

*This Notice is sent in duplicate and it is requested that one copy is signed as provided below and returned to the Lender.*



Signed

[*Chargor*]

**RECEIVED** a notice of which this is a duplicate

Signed

[*Landlord*]

Date:

**SCHEDULE 10**  
**FORM OF NOTICE OF CHARGE OF BANK ACCOUNT**

To: [Account Bank]

Date: [●]

Dear Sirs

**Re: [Name of Chargor] – Security over Bank Account**

**Name of Account**

**Account number and sort code**

We hereby give you notice that we have charged to [●] (the "**Lender**") pursuant to a debenture entered into by us in favour of the Lender dated [●] 2023 all of our right, title and interest in and to the accounts with you listed above (together, the "**Accounts**"), including all monies from time to time standing to the credit of such Accounts and the debts represented thereby.

We hereby irrevocably instruct and authorise you:

1. to credit to each Account all interest from time to time earned on the sums of money held in that Account;
2. to disclose to the Lender, without any reference to or further authority from us and without any liability or inquiry by you as to the justification for such disclosure, such information relating to the Accounts and the sums in each Account as the Lender may request you to disclose to it, and following receipt by you of a written notice from the Lender of the occurrence of [an Enforcement Event][an Event of Default]:
  - 2.1 to hold all sums from time to time standing to the credit of each Account to the order of the Lender;
  - 2.2 to pay or release all or any part of the sums from time to time standing to the credit of each Account only in accordance with the written instructions of the Lender; and
  - 2.3 to comply with the terms of any written notice or instructions in any way relating to the Accounts or the sums standing to the credit of any Account from time to time which you may receive at any time from the Lender without any reference to or further authority from us and without any liability or inquiry by you as to the justification for or validity of such notice or instructions.

By counter-signing this notice, the Lender confirms that we may make withdrawals from the Accounts in accordance with the terms of the Finance Documents until such time as the Lender notifies you in writing that an Enforcement Event has occurred and that such permission is withdrawn, whereupon we will not be permitted to withdraw any amounts from any Account without the prior written consent of the Lender.

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

This notice and all matters including non-contractual obligations arising out of or in connection with it are governed by English law.

Please confirm your acceptance of the above instructions by returning the attached acknowledgement to the Lender at [●] marked for the attention of [●] with a copy to ourselves.

Yours faithfully

.....

For and on behalf of

[Chargor]

Counter-signed by

.....

For and on behalf of

**[●]**

The Lender

**FORM OF ACKNOWLEDGEMENT OF NOTICE OF CHARGE OF ACCOUNT**

To: **[Lender]**  
[Address of Lender]

Attention: [●]

Date: [●]

Dear Sirs

**Re: [Name of Chargor]– Security over Bank Account**

**Name of Account**

**Account number and sort code**

We confirm receipt of a notice dated [●] (the "**Notice**") from [●] (the "**Company**") of a charge, upon the terms of a Debenture dated [●] 2023, over all of the Company's right, title and interest in and to the accounts in the name of the Company with us listed above (together, the "**Accounts**"), including all monies from time to time standing to the credit of such Accounts and the debts represented thereby.

We confirm that:

1. we accept the instructions and authorisations contained in the notice and undertake to comply with its terms;
2. we have not received notice of the interest of any third party in any Account or in the sums of money held in any Account or the debts represented by those sums (other than in respect of the debenture dated 27 April 2022) and we will notify you promptly should we receive notice of any third party interest;
3. we have not claimed or exercised, nor will we claim or exercise, any Security or right of set-off, combination, consolidation, counterclaim [or other right] in respect of any Account, the sums of money held in any Account or the debts represented by those sums;
4. until you notify us in writing of the occurrence of an Enforcement Event and further confirm that withdrawals by the Company are prohibited, the Company may make withdrawals from the Accounts; upon receipt of such notice we will not permit any amount to be withdrawn from any Account except against the signature of one of your authorised signatories; and
5. we will not seek to modify, vary or amend the terms upon which sums are deposited in the Accounts without your prior written consent.

This letter and all matters including non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

By:

For and on behalf of

[*Account Bank*]

**SCHEDULE 11**  
**FORM OF DEED OF ACCESSION**

**DATED [●] 20[●]**

**(1) [INSERT NAME OF COMPANY]**

**AND**

**(2) [INSERT NAME OF LENDER]**

**DEED OF ACCESSION**

**THIS DEED** is dated [ ] 20[●] between:

**PARTIES**

- (1) [INSERT NAME OF COMPANY] registered in England and Wales with company number [●] (the "**Additional Chargor**"); and
- (2) [INSERT NAME OF LENDER] of [●] as lender (the "**Lender**").

**BACKGROUND**

- (A) [The Additional Chargor is [●].]
- (B) The Original Chargors have entered into a debenture dated [●] (the "**Debenture**") between the Chargors under and as defined in the Debenture and the Lender.
- (C) The Additional Chargor has agreed to enter into this Deed and to become an Additional Chargor under the Debenture.
- (D) The Lender and the Additional Chargor intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- (E) The Lender holds the benefit of this Deed on trust for the Secured Parties on the terms of the Finance Documents.

**IT IS AGREED as follows:**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 Terms defined in or pursuant to the Debenture have the same meaning in this Deed unless given a different meaning in this Deed.
- 1.2 This Deed is a Finance Document.

**2. ACCESSION AND COVENANT TO PAY**

- 2.1 With effect from the date of this Deed the Additional Chargor:
  - 2.1.1 will become a party to the Debenture as a Chargor; and
  - 2.1.2 will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor.

For the purposes of section 859D(2)(c) of the Companies Act 2006, the parties note that this includes the negative pledge provisions of Clause 7 (*Negative pledge and disposals*) of the Debenture.

- 2.2 The Additional Chargor hereby covenants with the Lender (as trustee for the Secured Parties) that it shall discharge all obligations, as and when they fall due in accordance with their terms, which the Obligors may at any time have to the Lender (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or

pursuant to the Finance Documents (including the Debenture and any Mortgage) including any liabilities in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity). The Additional Chargor shall pay to the Lender when due and payable every sum at any time owing, due or incurred by the Additional Chargor to the Lender (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities, **provided that** neither such covenant nor the security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

- 2.3** Neither the covenant to pay in Clause 2.2 above nor the Security constituted by this Deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law.

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

#### **3.1 Fixed Security**

The Additional Chargor hereby charges with full title guarantee in favour of the Lender as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations, by way of first fixed charge (which, so far as it relates to land in England and Wales vested in a Chargor at the date of this Deed and listed in Schedule 2 (*Details of Real Property*) to this Deed shall be a charge by way of legal mortgage) all the Additional Chargor's right, title and interest from time to time in and to each of the following assets (subject in each case to obtaining any necessary consent to such mortgage or fixed charge from any third party) in each case both present and future:

- 3.1.1** the Real Property;
- 3.1.2** the Tangible Moveable Property;
- 3.1.3** the Accounts;
- 3.1.4** the Charged Intellectual Property;
- 3.1.5** any goodwill and rights in relation to the uncalled capital of the Additional Chargor;
- 3.1.6** the Investments and all Related Rights;
- 3.1.7** the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and
- 3.1.8** all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Deed and all Related Rights.



#### 4. ASSIGNMENTS

The Additional Chargor hereby assigns with full title guarantee to the Lender as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations, subject to a proviso for re-assignment on redemption, all the Additional Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party and without prejudice to the Additional Chargor's obligations under Clause 6.3 (*Consent of third parties*) of the Debenture, in each case both present and future:

- 4.1.1 the proceeds of any Insurance Policy;
  - 4.1.2 all rights and claims in relation to any Assigned Account; and
  - 4.1.3 each of the Specific Contracts,
- and, in each case, all Related Rights.

#### 5. FLOATING CHARGE

- 5.1.1 The Additional Chargor hereby charges with full title guarantee in favour of the Lender as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Additional Chargor, other than any asset which is situated in England and Wales and which is validly and effectively charged under the laws of England and Wales by way of fixed security created under this Deed in favour of the Lender as security for the Secured Obligations.
- 5.1.2 The floating charge created by this Clause 5 shall be deferred in point of priority to all fixed security validly and effectively created by a Chargor under the Finance Documents in favour of the Lender as trustee for the Secured Parties as security for the Secured Obligations.
- 5.1.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 5.

#### 6. LAND REGISTRY RESTRICTION

The Additional Chargor consents to an application being made to the Chief Land Registrar to enter the following restriction in the Proprietorship Register of any property which is, or is required to be, registered and which forms part of the 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 [●] in favour of [*Lender name*] of [address] referred to in the charges register [or [their conveyancer or specify appropriate details]]."

## **7. MISCELLANEOUS**

### **7.1 Construction of Debenture**

With effect from the date of this Deed the Debenture will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this Deed);

### **7.2 References in Debenture**

With effect from the date of this Deed any reference in the Debenture to this Deed and similar phrases will include this deed and:

**7.2.1** all references in the Debenture to Schedule 2 (*Details of Real Property*) (or any part of it) will include a reference to Schedule 2 (*Details of Real Property*) to this Deed (or relevant part of it);

**7.2.2** all references in the Debenture to Schedule 3 (*Details of Intellectual Property*) (or any part of it) will include a reference to Schedule 3 (*Details of Intellectual Property*) to this Deed (or relevant part of it); and

**7.2.3** all references in the Debenture to Schedule 4 (*Details of Shares*) (or any part of it) will include a reference to Schedule 4 (*Details of Shares*) to this Deed (or relevant part of it).

## **8. GOVERNING LAW**

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

## **9. JURISDICTION**

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

**9.2** The parties to this Deed 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.

**9.3** Notwithstanding Clause 9.1 above, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Lender may take concurrent proceedings in any number of jurisdictions.

**10. [SERVICE OF PROCESS]**

Without prejudice to any other mode of service allowed under any relevant law, the additional Chargor:

**10.1.1** irrevocably appoints [●] as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed and any Finance Document; and

**10.1.2** agrees that failure by a process agent to notify the Additional Chargor of the process will not invalidate the proceedings concerned.]

**11. COUNTERPARTS**

This Deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

**IN WITNESS** whereof this Deed has been duly executed on the date first above written.

SCHEDULE 1

DETAILS OF REAL PROPERTY

(Freehold or leasehold property (if any) in England and Wales of which the Additional Chargor is registered as the proprietor at the Land Registry)

Chargor	Address of Property	Title Number	Freehold / Leasehold	Date / Parties to lease
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Part II - Unregistered Land

(Freehold or leasehold property (if any) in England and Wales title to which is not registered at the Land Registry of which the Additional Chargor is the owner)

The freehold/leasehold property known as and comprised in the following title deed(s) or other document(s) of title:

Chargor	Description	Date	Document	Parties
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## **SCHEDULE 2**

### **DETAILS OF INTELLECTUAL PROPERTY**

[•]

SCHEDULE 3

DETAILS OF SHARES

Chargor	Name of Company in which Shares are held	Class of Shares	Number Shares held	of Issued Capital	Share
[•]	[•]	[•]	[•]	[•]	

SIGNATURES TO DEED OF ACCESSION

The Additional Chargor

EXECUTED as a DEED     )  
by [●]                         )

Director

Director/Secretary

The Lender

EXECUTED as a DEED     )  
by [LENDER]                 )