



Registration of a Charge

Company Name: **AIRPORT DIMENSIONS HOLDINGS LIMITED**

Company Number: **11291574**



Received for filing in Electronic Format on the: **05/07/2021**

XA8400ZS

Details of Charge

Date of creation: **02/07/2021**

Charge code: **1129 1574 0003**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT 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: **MACFARLANES LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11291574

Charge code: 1129 1574 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd July 2021 and created by AIRPORT DIMENSIONS HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th July 2021 .

Given at Companies House, Cardiff on 6th July 2021

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



Companies House



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

EXECUTION VERSION

Date 2 July 2021

**THE COMPANIES identified in schedule 1
as Original Chargors**

**LUCID TRUSTEE SERVICES LIMITED
as Security Agent**

SECURITY AGREEMENT

This deed is subject to the terms of the Intercreditor Agreement

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DATE

2 July

2021

PARTIES

- 1 **THE COMPANIES** whose names, registered numbers and registered offices are set out in schedule 1 (the "**Original Chargors**"); and
- 2 **LUCID TRUSTEE SERVICES LIMITED** a company incorporated under the laws of England and Wales and with registration number 10992576 with its registered office at 6th Floor, No 1 Building 1-5 London Wall Buildings, London Wall, London, United Kingdom, EC2M 5PG as security trustee for the Secured Parties (the "**Security Agent**").

BACKGROUND

- A The Chargors are entering into this deed in connection with the Finance Documents.
- B The Security Agent and the Chargors intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:**1 Definitions and Interpretation****1.1 Definitions**

Unless otherwise provided in this deed, terms defined in the Facilities Agreement and the Intercreditor Agreement (as applicable) shall have the same meaning where used in this deed.

In addition, in this deed, unless the context otherwise requires, the following words shall have the following meanings:

Accounts: all accounts (including but not limited to the accounts so detailed in schedule 3 (*Accounts*) and schedule 2 (*Accounts*) to any Deed of Accession) and all moneys from time to time standing to the credit (including any interest thereon) of such accounts and all rights in relation thereto, with any bank, financial institution or other person in any jurisdiction now or at any time hereafter (and from time to time) owned, operated or held by any Chargor;

Additional Chargor: any person which becomes a Chargor by executing a Deed of Accession;

Administrator: a person appointed in accordance with Sched B1 Insolvency Act 1986 to manage a Chargor's affairs, business and property;

Assigned Agreements: any agreement designated in writing as an Assigned Agreement by the Parent and the Security Agent;

Charged Assets: all the assets for the time being subject to the Security created by this deed (and references to the Charged Assets include references to any part of them);

Chargor: an Original Chargor or an Additional Chargor;

Debts: in relation to a Chargor, all its rights, title and interest from time to time in and to all book and other debts of any nature, all other rights to receive money (excluding Accounts), and all Related Rights in relation to the same;

Declared Default: an Event of Default in respect of which (i) the Facility Agent has exercised any of its rights under clause 30.19 (*Acceleration*) or clause 30.20 (*Super Senior Acceleration*) of the Facilities Agreement or (ii) automatic acceleration occurs under clause 30.19 (*Acceleration*) of the Facilities Agreement;

Deed of Accession: a deed substantially in the form of schedule 7 (*Form of Deed of Accession*);

Equipment: all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property now or at any time hereafter (and from time to time) owned by any Chargor, and any part thereof, together with the benefit of all contracts and warranties relating to the same but excluding any property where either the granting or perfection of security over such property would require such property to be labelled, segregated, periodically listed or specified;

Facilities Agreement: the facilities agreement dated 2 July ~~June~~ 2021 and made between, among others, the Parent, the Facility Agent, the Security Agent and the Original Lenders;

Floating Charge Assets: all the assets for the time being subject to the floating charge created by this deed (and references to the Floating Charge Assets include references to any part of it);

Goodwill: all goodwill now or at any time hereafter (and from time to time) of or in a Chargor;

Insurance Policies: all contracts and policies of insurance or assurance and all moneys payable under or pursuant to such policies, now or at any time hereafter (and from time to time) taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest;

Intellectual Property: all interests in respect of any patent (including supplementary protection certificates), trade mark, service mark, trade name, registered design, design right, copyright, know-how, utility model, topographical or similar right, moral right, invention, confidential information, trade secret, database right, right in passing off and any other right in intellectual property subsisting anywhere in the world in any of the foregoing whether registered or unregistered and in each case, any registrations, extensions, renewals or applications of or for the same, now or at any time hereafter (and from time to time) owned or held by any Chargor or (to the extent of its interest) in which any Chargor has an interest;

Intercreditor Agreement: has the meaning given to it in the Facilities Agreement;

LPA: the Law of Property Act 1925;

Material Equipment: in relation to a Chargor, any Equipment that is material to the business or operations of that Chargor or to the business or operations of the Group as a whole;

Material Properties: any Properties which have a market value of more than £500,000 (or its equivalent in other currencies) or, any Properties with an unexpired term of more than 15 years from the date of this deed (or, in respect of an Additional Chargor, any Deed of Accession) or, if later, the date on which such Properties are acquired by the Group (provided that, in respect of any such real estate properties located in the US, there shall be no obligation to obtain mortgages over such properties);

Properties: all estates or interests in any freehold and leasehold properties (whether registered or unregistered) and all commonhold or other immoveable properties now or at any time hereafter (and from time to time) owned by any Chargor (including but not limited to the properties which are briefly described in schedule 2 (*Material Properties currently owned*));

Property Interests: all interests in or over the Material Properties and all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Material Properties, in each case, now or at any time hereafter (and from time to time) owned or held by any Chargor;

Receiver: a person appointed by the Security Agent to be a receiver or receiver and manager or (if permitted by law) an administrative receiver of all or any part of the Charged Assets of any Chargor;

Related Rights: in relation to any asset: (a) the proceeds of sale of that asset or any part of that asset; (b) all dividends, distributions, interest and/or other income paid or payable in relation to that asset (including on any Investment), together with all shares or other property derived from that asset and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that asset (whether by way of conversion, redemption, bonus, preference, option or otherwise); (c) any monies and proceeds paid or payable in relation to that asset; (d) all rights under any licence, agreement for sale or agreement for lease in respect of that asset; and (e) the benefit of all other rights, powers, claims, consents, contracts, warranties, security, guarantees, indemnities or covenants for title in respect of that asset;

Restrictive Agreement: in relation to a Chargor, any agreement between that Chargor and a third party (that is not a member of the Group) (including any shareholders' agreement, licensing agreement, joint venture agreement, lease under which that Chargor holds leasehold property or Insurance Policy), or any Report, which (i) precludes either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating Security over the benefit of, or any claims or proceeds arising under, that agreement or Report (or, in the case of a lease, over that Chargor's leasehold interest in that leasehold property) or (ii) gives any third party (that is not a member of the Group) any right to terminate that agreement or that Chargor's reliance on that Report if that Chargor creates Security over the benefit of, or any claims or proceeds arising under, that agreement or Report (or, in the case of a lease, over that Chargor's leasehold interest in that leasehold property);

Restrictions Notice: a "restrictions notice" as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006;

Secured Liabilities: all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured Party under the relevant Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity;

Secured Parties: the Security Agent, any Receiver or Delegate and each of the Senior Creditors from time to time but, in the case of each Senior Creditor, only if it is a party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to clause 20.10 (*Creditor Accession Undertaking*) of the Intercreditor Agreement;

Securities: all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) (other than shares in any entity which is not an Obligor or which is an Obligor but is incorporated in a jurisdiction other than England and Wales) now or at any time hereafter (and from time to time) owned by any Chargor, or in which any Chargor has an interest, together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds, investments, rights, income, money or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereof;

Securities Issuer: the issuer of any Securities;

Security Period: the period starting on the date of this deed and ending on the date on which the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and

Warning Notice: a "warning notice" as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006.

1.2 Construction

1.2.1 Unless otherwise provided in this deed, the provisions of clause 1.2 (*Construction*) of the Facilities Agreement apply to this deed as though they were set in full in this deed, mutatis mutandis.

1.2.2 In this deed (unless the context requires otherwise) any reference to:

1.2.2.1 each Chargor, each Obligor, each Secured Party, any Securities Issuer, any Administrator or Receiver or any other person shall be construed so as to include their successors in title, permitted assigns, permitted transferees and (in the case of any Administrator or Receiver) lawful substitutes and/or replacements;

1.2.2.2 a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended (however fundamentally, including any amendment providing for any increase in the amount of any facility or other liability) from time to time with the agreement of the relevant parties and (where such consent is, by the terms of any Finance Document or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior consent of the Security Agent;

1.2.2.3 "assets" includes present and future properties, revenues and rights of every description;

1.2.2.4 the Security constituted by this deed becoming "enforceable" shall mean that the Security created under this deed has become enforceable under clause 12.1 (*Enforcement events*);

1.2.2.5 "owned" includes having legal or equitable title to or a right to have legal or equitable title transferred;

1.2.2.6 "law" includes the common law, any statute, bye-law, regulation or instrument and any kind of subordinate legislation, and any order, requirement, code of practice, circular, guidance note, licence, consent or permission made or given pursuant to any of the foregoing;

1.2.2.7 a provision of law is a reference to that provision as amended or re-enacted from time to time;

1.2.2.8 a time of day is a reference to London time;

1.2.2.9 any gender includes a reference to the other genders;

1.2.2.10 the singular includes a reference to the plural and vice versa; and

1.2.2.11 a clause or schedule is to a clause or schedule (as the case may be) of or to this deed.

1.2.3 Clause and schedule headings are for ease of reference only.

1.3 Nature of security over real property

A reference in this deed to any freehold, leasehold or commonhold property includes:

- 1.3.1 all buildings and fixtures (including trade and tenant's fixtures) which are at any time situated on that property;
- 1.3.2 the proceeds of sale of any part of that property; and
- 1.3.3 the benefit of any covenants for title given or entered into by any predecessor in title of any Chargor in respect of that property or any monies paid or payable in respect of those covenants.

1.4 **Secured Liabilities**

References in this deed to the Secured Liabilities shall be construed in relation to the Finance Documents so as to include (i) any increase or reduction in any amount made available thereunder and/or any alteration and/or addition to the purposes for which any such amount, or increased or reduced amount, may be used, (ii) any ancillary facilities provided in substitution for or in addition to the facilities originally made available thereunder, (iii) any rescheduling of the indebtedness incurred thereunder whether in isolation or in connection with any of the foregoing and (iv) any combination of any of the foregoing.

2 **Covenant to pay; Further advances**

2.1 **Covenant to pay**

Each Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Secured Parties when the same become due in accordance with the terms of, and in the manner provided for in, the Finance Documents.

2.2 **Potential invalidity**

Neither the covenant to pay in clause 2.1 (*Covenant to pay*) 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.

2.3 **Further advances**

This deed secures further advances made under or pursuant to the terms of the Finance Documents.

3 **Grant of security**

3.1 **Fixed security**

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee hereby:

- 3.1.1 grants to the Security Agent (as trustee for the Secured Parties) a charge by way of legal mortgage over all its Material Properties which are listed in schedule 2 (*Material Properties currently owned*) opposite its name;
- 3.1.2 charges to the Security Agent (as trustee for the Secured Parties), by way of first fixed charge, all its:
 - 3.1.2.1 Material Properties now owned by it to the extent that they are not the subject of a charge by way of legal mortgage pursuant to clause 3.1.1;
 - 3.1.2.2 Material Properties acquired by it after the date of this deed;
 - 3.1.2.3 Property Interests;

- 3.1.2.4 Material Equipment;
- 3.1.2.5 Securities;
- 3.1.2.6 Intellectual Property;
- 3.1.2.7 Debts;
- 3.1.2.8 Accounts; and
- 3.1.2.9 Goodwill;

3.1.3 assigns to the Security Agent (as trustee for the Secured Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies; and

3.1.4 assigns to the Security Agent (as trustee for the Secured Parties) absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements.

3.2 Floating security

3.2.1 Floating charge

As a continuing security for the payment or discharge of the Secured Liabilities, each Chargor with full title guarantee hereby charges to the Security Agent (as trustee for the Secured Parties), by way of first floating charge, all of its undertaking and assets at any time not effectively mortgaged, charged or assigned pursuant to clauses 3.1.1-3.1.4 (*Fixed security*) inclusive.

3.2.2 Qualifying floating charge

Sched B1 para 14 Insolvency Act 1986 (as inserted by s.248 and Sched 16 Enterprise Act 2002) applies to the floating charge created by this deed.

3.2.3 Automatic conversion of floating charge

Notwithstanding anything express or implied in this deed (save for clause 3.2.7 (*Moratorium*)), and without prejudice to any law which may have similar effect, if:

3.2.3.1 any Chargor creates or attempts to create any Security in breach of clause 4.1 (*Negative pledge and restriction on disposal*) over any Floating Charge Asset; or

3.2.3.2 any Chargor disposes or attempts to dispose of any Floating Charge Asset other than as permitted under the Facilities Agreement,

the floating charge created by this deed will automatically and immediately (without notice) be converted into a fixed charge over all the Floating Charge Assets or, in the case of clauses 3.2.3.1 and 3.2.3.2, over the relevant Floating Charge Asset.

3.2.4 Conversion of floating charge by notice

Notwithstanding anything express or implied in this deed (save for clause 3.2.7 (*Moratorium*)), if:

3.2.4.1 a Declared Default has occurred; or

3.2.4.2 the Security Agent considers (in its sole discretion) that any Floating Charge Assets are in jeopardy,

the Security Agent may at any time thereafter, by notice to a Chargor, convert the floating charge created by this deed with immediate effect into a fixed charge over all or any of the Floating Charge Assets of the relevant Chargor specified in such notice (but without prejudice to the Security Agent's rights to serve a notice in respect of any other Floating Charge Assets and any other rights of the Security Agent whatsoever).

3.2.5 Assets acquired after any floating charge conversion

Any asset acquired by any Chargor after any conversion of the floating charge created by this deed, in accordance with clauses 3.2.3 (*Automatic conversion of floating charge*) or 3.2.4 (*Conversion of floating charge by notice*) which but for such conversion would be subject to a floating charge shall, (unless the Security Agent confirms in writing to the contrary) be charged to the Security Agent (as trustee for the Secured Parties) by way of first fixed charge.

3.2.6 Reconversion of fixed charge assets into floating charge assets

The Security Agent may at any time after any conversion of the floating charge created by this deed over any Charged Assets into a fixed charge in accordance with clauses 3.2.3 (*Automatic Conversion of floating charge*) or 3.2.4 (*Conversion of floating charge by notice*) reconvert such fixed charge into a floating charge by notice to the relevant Chargor.

3.2.7 Moratorium

Unless s.A52(4) Insolvency Act 1986 allows, the floating charge created under this deed may not be converted into a fixed charge solely by reason of:

3.2.7.1 the obtaining of a moratorium; or

3.2.7.2 anything done with a view to obtaining a moratorium (including any preliminary decision or investigation),

under Part A1 Insolvency Act 1986.

3.3 Title documents

Each Chargor shall on the date of this deed or in the case of an Additional Chargor on the date of the relevant Deed of Accession (or, if later, the date of acquisition of the relevant Charged Assets or the relevant request from the Security Agent) deposit with the Security Agent (and the Security Agent shall during the continuance of this security be entitled to hold, provided always that, if reasonably required to effect any transaction which is permitted under the Finance Documents, the Security Agent shall, as soon as reasonably practicable after receipt of a request from any Chargor, return to that Chargor):

3.3.1 all deeds and documents of title relating to the Charged Assets as the Security Agent may from time to time reasonably require; and

3.3.2 all certificates relating to the Securities and such instruments of transfer in blank and other documents as the Security Agent may from time to time reasonably require.

3.4 Security notices

- 3.4.1 Each Chargor shall within 10 Business Days of the date of this deed (or, in the case of an Additional Chargor, within 10 Business Days of the date of the relevant Deed of Accession) or, in the case of any Assigned Agreement entered into (or designated as such in accordance with this deed) or any Insurance Policy taken out, in each case by any Chargor after the date of or its accession to this deed, within 10 Business Days of the date (as applicable) on which such Assigned Agreement is entered into (or designated as such) or such Insurance Policy is taken out:
- 3.4.1.1 give notice substantially in the form set out in part 1 of schedule 9 (*Form of notice to counterparties of Assigned Agreements*) to the other parties to the Assigned Agreements to which it is a party of the assignment pursuant to clause 3.1.4 (*Fixed security*) of its rights and interest in and under the Assigned Agreements and use its reasonable endeavours to procure that each addressee of such notice will promptly provide an acknowledgement to the Security Agent in the form set out in part 2 of schedule 9 (*Form of acknowledgement from counterparties to Assigned Agreements*) within 20 Business Days of the date on which the relevant Chargor has given notice under this clause 3.4.1.1. The relevant Chargor's obligation to procure that each addressee of such notice will provide an acknowledgement to the Security Agent shall cease following the expiry of the 20 Business Days period described in this clause 3.4.1.1, provided that the relevant Chargor has used its reasonable endeavours to obtain such acknowledgement; and
- 3.4.1.2 give notice substantially in the form set out in part 1 of schedule 8 (*Form of notice to insurers*) to the relevant insurers of the assignment pursuant to clause 3.1.3 (*Fixed security*) of its rights and interest in and under the Insurance Policies and use its reasonable endeavours to procure that each addressee of such notice will provide an acknowledgement to the Security Agent in the form set out in part 2 of schedule 8 (*Form of acknowledgement from insurers*) within 20 Business Days of the date on which the relevant Chargor has given notice to the relevant insurers under this clause 3.4.1.2. The relevant Chargor's obligation to procure that each addressee of such notice will provide an acknowledgement to the Security Agent shall cease following the expiry of the 20 Business Days period described in this clause 3.4.1.2, provided that the relevant Chargor has used its reasonable endeavours to obtain such acknowledgement.
- 3.4.2 Each Chargor shall within 10 Business Days of the date of this deed (or, in the case of an Additional Chargor, within 10 Business Days of the date of the relevant Deed of Accession) or, in the case of any Account opened, in each case by any Chargor after the date of or its accession to this deed, within 10 Business Days of the date on which such Account is opened, save in relation to any account held with the Security Agent or a Finance Party (in respect of which the execution of this deed (or, in the case of an Additional Chargor, the relevant Deed of Accession) by the relevant Chargor and the Security Agent shall constitute notice to the Security Agent and the relevant Finance Party of the charge created by this deed over that Chargor's rights and interests under such account), give notice substantially in the form set out in part 1 of schedule 10 (*Form of notice of charge to third party bank*) to the banks, financial institutions and other persons of its charging to the Security Agent pursuant to clause 3.1.2.8 (*Fixed security*) of its rights and interests under such accounts and procure that each addressee of such notice will provide an

acknowledgement to the Security Agent in the form set out in part 2 of schedule 10 (*Form of acknowledgement from third party bank*) within 20 Business Days of the date on which the relevant Chargor has given notice under this clause 3.4.2. The relevant Chargor's obligation to procure that each addressee of such notice will provide an acknowledgement to the Security Agent shall cease following the expiry of the 20 Business Days period described in this clause 3.4.2, provided that the relevant Chargor has used its reasonable endeavours to obtain such acknowledgement.

3.5 **Security restrictions**

3.5.1 There shall be excluded from the Security created by clauses 3.1.1-3.1.4 (*Fixed security*) the benefit of, and any claims or proceeds arising under, any Restrictive Agreement (and, in the case of a Restrictive Agreement which is a lease, the leasehold interest in the leasehold property which is held under that lease), but only:

3.5.1.1 to the extent necessary to (i) avoid any breach of the terms of that Restrictive Agreement that would result from the Security created by clauses 3.1.1-3.1.4 (*Fixed security*) and (ii) ensure that any right to terminate of the sort described in the definition of "Restrictive Agreement" does not arise in respect of that Restrictive Agreement as a result of the Security created by clauses 3.1.1-3.1.4 (*Fixed security*); and

3.5.1.2 until any relevant condition or waiver has been satisfied or obtained.

3.5.2 For each Restrictive Agreement, the relevant Chargor undertakes to:

3.5.2.1 apply for the relevant consent or waiver of prohibition or conditions promptly following the occurrence of a Declared Default and to use its reasonable endeavours to obtain that consent or waiver of prohibition or conditions within 20 Business Days and in any event as soon as reasonably practicable;

3.5.2.2 upon request, keep the Security Agent informed of its progress in obtaining such consent or waiver; and

3.5.2.3 forthwith upon receipt of such consent or waiver, provide the Security Agent with a copy.

3.5.3 Immediately upon receipt of any consent or waiver referred to in clause 3.5.2, the benefit of, and any claims or proceeds arising under, the relevant Restrictive Agreement (and, in the case of a Restrictive Agreement which is a lease, the leasehold interest in the leasehold property which is held under that lease) shall stand charged and/or assigned to the Security Agent (as trustee for the Secured Parties) under, and on the terms of, clauses 3.1.1-3.1.4 (*Fixed security*), as the case may be.

4 **Restrictions on dealing**

4.1 **Negative pledge and restriction on disposal**

Each Chargor hereby covenants with the Security Agent that it will not at any time except in accordance with the terms of the Facilities Agreement or with the prior consent of the Security Agent:

4.1.1 create or purport to create or permit to subsist any Security on or in relation to the Charged Assets; or

- 4.1.2 enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, surrender or otherwise dispose of or cease to exercise control of all, or part of, any interest in any Charged Assets.

4.2 **Land Registry restriction**

- 4.2.1 In respect of any Material Property situated in England and Wales and is registered at the Land Registry and charged by way of legal mortgage under this deed and/or any Deed of Accession and/or pursuant to clause 7.10.2 (*Material Property acquisitions*), each Chargor hereby consents to the entry of the following restriction on the register of its title to such Material Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Lucid Trustee Services Limited referred to in the charges register or their conveyancer".

- 4.2.2 Each Chargor authorises the Security Agent to make any application which it deems appropriate for the designation of this deed or any other Finance Document as an exempt information document under rule 136 Land Registration Rules 2003 and will use its best endeavours to assist with any such application made by or on behalf of the Security Agent. Each Chargor will notify the Security Agent in writing as soon as it receives notice of any person's application under rule 137 Land Registration Rules 2003 for the disclosure of this deed or any other Finance Document, following its designation as an exempt information document and will not make any application under rule 138 Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document.

5 **Debts and Accounts**

5.1 **Debts**

Each Chargor shall, if called upon so to do by the Security Agent at any time after the occurrence of a Declared Default, execute a legal assignment of the Debts to the Security Agent (as trustee for the Secured Parties) in such terms as the Security Agent may reasonably require and promptly give notice thereof to the debtors from whom the Debts are due, owing or incurred in such terms as the Security Agent may require.

5.2 **Accounts**

Any cash pooling, netting or similar arrangements entered into or to be entered into by one or more Chargors in respect of their Accounts must be on terms which are permitted under the Facilities Agreement or are otherwise approved by the Security Agent.

5.3 **Withdrawals**

After the security constituted by this deed has become enforceable, each Chargor shall comply with any notice served by the Security Agent on that Chargor prohibiting it from withdrawing all or any monies from time to time standing to the credit of any of its Accounts except with the prior consent of the Security Agent.

6 **Insurance**

Each Chargor hereby covenants with the Security Agent that it will insure its assets and business in accordance with the requirements of the Facilities Agreement.

7 **Material Properties**

Each Chargor hereby covenants with the Security Agent that it will:

7.1 Maintenance

keep all buildings on each Material Property and all fixtures belonging to it thereon and therein in good and substantial repair and condition to the extent that failure to do so will have, or could reasonably be expected to have, a Material Adverse Effect;

7.2 Information

7.2.1 within 10 Business Days after becoming aware thereof give full particulars to the Security Agent of any material notice, order, direction, designation, resolution or proposal having specific application to any Material Property or to the locality in which it is situated given or made by any planning authority or other public body or authority whatsoever; and

7.2.2 if required by the Security Agent, forthwith and at the cost of such Chargor take all necessary steps to comply with any such notice, order, direction, designation or resolution and make or join with the Security Agent in making such objections or representations in respect of any such proposal as the Security Agent may desire;

7.3 Compliance with obligations

7.3.1 observe and perform all covenants, stipulations and conditions to which each Material Property or the user thereof is now or may hereafter be subjected;

7.3.2 perform and observe all covenants and conditions on its part contained in any lease, agreement for lease, licence or other agreement under which any Material Property or part of any Material Property is held; and

7.3.3 promptly pay all taxes, fees, duties, rates, charges and other outgoings in respect of the Material Properties;

7.4 Maintenance of interests in Properties

not without the prior consent of the Security Agent or unless permitted in the Facilities Agreement:

7.4.1 grant or agree to grant any licence or tenancy affecting any Material Property or part of a Material Property;

7.4.2 exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by ss.99 or 100 LPA; or

7.4.3 in any other way dispose or agree to dispose of or surrender or create any legal or equitable estate or interest in any Material Property or any part thereof,

in each case to the extent that such action could reasonably be expected to have a Material Adverse Effect.

7.5 Registration restrictions

procure that no person shall be registered under the Land Registration Act 2002 as proprietor of any Material Property or any part thereof without the prior consent of the Security Agent other than as a result of a Permitted Disposal;

7.6 Development restrictions

not without the prior consent of the Security Agent carry out or permit or suffer to be carried out on any Property any development as defined in the Town and Country Planning Act 1990 or change or permit or suffer to be changed the user of any Material Property;

7.7 No restrictive obligations

not without the prior consent of the Security Agent enter into any onerous or restrictive obligations affecting any Material Property or any part thereof or create or permit to arise any overriding interest or easement or right whatever in or over any Material Property or any part thereof;

7.8 Proprietary rights

procure that no person shall become entitled to assert any proprietary or other like right or interest over any Material Property or any part thereof without the prior consent of the Security Agent;

7.9 Inspection

permit the Security Agent, any Administrator and any Receiver and any person appointed by any of them to enter upon and inspect any Material Property at all reasonable times during business hours and on not less than 72 hours' notice to view the state and condition of that Material Property; and

7.10 Material Property acquisitions

if it acquires any Material Property:

7.10.1 inform the Security Agent promptly of such acquisition;

7.10.2 immediately on request by the Security Agent and at the cost of that Chargor, execute and deliver to the Security Agent a legal mortgage in favour of the Security Agent (as trustee for the Secured Parties) over that Material Property in such form as the Security Agent may require (or such other Security in the jurisdiction where such property is located as the Security Agent may require); and

7.10.3 comply with all registration requirements resulting from the acquisition of such Material Property and the creation of Security over such Material Property pursuant to this deed and the legal mortgage (or other Security) referred to above.

8 Material Equipment

Each Chargor hereby covenants with the Security Agent as follows:

8.1 Maintenance of equipment

to maintain the Material Equipment in good and serviceable condition (fair wear and tear excepted) to the extent that failure to do so could reasonably be expected to have a Material Adverse Effect;

8.2 Payment of equipment taxes

to the extent that failure to do so could reasonably be expected to have a Material Adverse Effect, promptly to pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Material Equipment and on demand at any time following the occurrence of a Declared Default produce evidence thereof to the Security Agent;

9 Intellectual Property

Each Chargor hereby covenants with the Security Agent as follows:

9.1 Preservation of rights

to take all action to safeguard and maintain its present and future rights in or relating to the Intellectual Property necessary for the business of the relevant Chargor and, if reasonably requested to do so by the Security Agent, to sign or procure the signature of, and comply with all instructions of the Security Agent in respect of, any document required to make entries in any public register of Intellectual Property which either record the existence of this deed or the restrictions on disposal imposed by this deed; and

9.2 Consents

promptly to apply for any consent reasonably required for the creation of a fixed charge over any Intellectual Property and use its reasonable endeavours to obtain such consent within 20 Business Days of such application and in any event as soon as reasonably practicable.

10 Securities

10.1 Registration of Securities

The Security Agent may, following the occurrence of a Declared Default, cause any or all of the Securities to be registered in the name of the Security Agent or its nominee. Each Chargor agrees promptly to execute and deliver to the Security Agent all such transfers and other documents and do all such things as may be necessary or desirable to achieve such registration.

10.2 Additional registration obligations

Each Chargor hereby:

10.2.1 grants and agrees to procure as necessary, all consents, waivers, approvals and permissions which are necessary, under the articles of association of any Securities Issuer or otherwise, for the transfer of the Securities to the Security Agent or its nominee or to a purchaser upon enforcement of this deed; and

10.2.2 agrees to procure the amendment of the share transfer provisions of each Securities Issuer's articles of association in such manner as the Security Agent may reasonably require in order to permit such a transfer.

10.3 Dividends and voting rights prior to enforcement

Until the security constituted by this deed becomes enforceable:

10.3.1 all cash dividends or other cash distributions paid or payable in respect of the Securities may be paid directly to the relevant Chargor which shall be permitted to apply such dividends or distributions as it deems fit to the extent permitted by the Facilities Agreement and the Intercreditor Agreement;

10.3.2 any cash dividends or other cash distributions paid in respect of any of the Securities and received by the Security Agent or its nominee shall, on request by the relevant Chargor, be released and paid to such Chargor; and

10.3.3 the relevant Chargor may exercise all voting and other rights and powers attaching to the Securities and exercisable by the relevant Chargor provided that the exercise of such voting and other rights and powers would not materially prejudice the Security Agent's security under this deed or prejudice the value of the Securities or contravene any Finance Document.

10.4 Dividends and voting rights post enforcement

After the security constituted by this deed has become enforceable:

10.4.1 all dividends and other distributions paid in respect of the Securities and received by any Chargor shall be held on trust for the Security Agent (as

trustee for the Secured Parties) and forthwith paid into an account nominated by the Security Agent or, if received by the Security Agent or its nominee, shall be retained by the Security Agent; and

- 10.4.2 (subject to service of notice on the relevant Chargor of the intention to do so for the purpose of preserving or realising the value of the relevant Securities) the Security Agent may exercise or direct the exercise (or refrain from exercising or directing the exercise) of all voting and other rights and powers attaching to the Securities as the Security Agent may in its absolute discretion think fit and each Chargor shall, and shall procure that its nominees shall, comply with any such directions from the Security Agent concerning the exercise of such rights and powers.

10.5 **Warning Notice or Restrictions Notice**

- 10.5.1 Each Chargor represents and warrants to the Security Agent that no Warning Notice or Restrictions Notice has been issued to it in respect of all or any part of the Securities and remains in effect.
- 10.5.2 Each Chargor shall comply with any notice served on it in respect of all or any part of the Securities pursuant to part 21A of the Companies Act 2006 within the timeframe specified in that notice and shall deliver a copy of any such notice to the Security Agent promptly upon receipt.

10.6 **Additional undertakings**

Each Chargor further undertakes to the Security Agent that it shall:

- 10.6.1 duly and promptly pay all calls, instalments and other moneys which may be payable from time to time in respect of the Securities, it being acknowledged by the Chargors that the Security Agent shall be under no liability whatsoever in respect of any such calls, instalments or other moneys;
- 10.6.2 not without the Security Agent's prior consent or unless permitted under the Facilities Agreement amend, or agree to the amendment of, the memorandum or articles of association of any Securities Issuer or the rights or liabilities attaching to any of the Securities in a manner which may be prejudicial to the interests of the Secured Parties under this deed;
- 10.6.3 ensure (insofar as it is able by the exercise of all voting rights, powers of control and other means available to it to do so) that no Securities Issuer will:
- 10.6.3.1 consolidate or sub-divide any of its Securities or reduce or re-organise its share capital in any way (other than as permitted under the Facilities Agreement);
 - 10.6.3.2 issue any new shares or stock (other than as permitted under the Facilities Agreement); or
 - 10.6.3.3 refuse to register any transfer of any of its Securities which may be lodged for registration by or on behalf of the Security Agent or a Chargor in accordance with this deed; and
- 10.6.4 promptly give notice of this deed to any custodian of any Securities in any form which the Security Agent may reasonably require and use its reasonable endeavours to ensure that the custodian acknowledges that notice within 20 Business Days of such notice in any form which the Security Agent may reasonably require. The relevant Chargor's obligation to procure that the relevant custodian will provide an acknowledgement shall cease following the expiry of the 20 Business Days period described in this clause 10.6.4, provided

that the relevant Chargor has used its reasonable endeavours to obtain such acknowledgement

11 Power to remedy

11.1 If a Chargor is at any time in breach of any of its obligations contained in this deed and that failure is not remedied to the satisfaction of the Security Agent within 20 Business Days of the earlier of (i) the relevant Chargor being notified of that failure and being requested to comply by the Security Agent and (ii) the relevant Chargor becoming aware of the failure to comply, the Security Agent shall be entitled (but shall not be bound) to remedy such breach and each Chargor hereby irrevocably authorises the Security Agent and its agents to do all things necessary or desirable in connection therewith.

11.2 The rights of the Security Agent contained in this clause 11 are without prejudice to any other rights of the Security Agent hereunder and the exercise by the Security Agent of its rights under this clause shall not make the Security Agent liable to account as a mortgagee in possession.

12 Enforcement

12.1 Enforcement events

The security constituted by this deed shall become immediately enforceable if a Declared Default occurs.

12.2 Statutory power of sale

The statutory power of sale shall arise on and be exercisable at any time after the execution of this deed (and the Secured Liabilities shall be deemed to have become due and payable for that purpose), provided that the Security Agent shall not exercise such power of sale until the security constituted by this deed has become enforceable.

12.3 Extension of statutory powers

12.3.1 Any restriction imposed by law on the power of sale (including under s.103 LPA) or on the right of a mortgagee to consolidate mortgages (including under s.93 LPA) does not apply to the security constituted by this deed and the Security Agent or any Receiver shall have the right to consolidate all or any of the security constituted by this deed with any other Security in existence at any time and to make any applications to the Land Registry in support of the same.

12.3.2 Any powers of leasing conferred on the Security Agent or any Receiver by law are extended so as to authorise the Security Agent or any Receiver to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent or Receiver may think fit and without the need to comply with any restrictions conferred by law (including under ss.99 or 100 LPA).

12.4 No obligation to enquire

No person dealing with the Security Agent, any Administrator or any Receiver appointed hereunder, or its agents or brokers, shall be concerned to enquire:

12.4.1 whether the security constituted by this deed has become enforceable;

12.4.2 whether any power exercised or purported to be exercised has become exercisable;

12.4.3 whether any money remains due under the Finance Documents;

12.4.4 as to the necessity or expediency of the stipulations and conditions subject to which any sale of any Charged Assets shall be made, or otherwise as to the propriety or regularity of any sale of any of the Charged Assets; or

12.4.5 how any money paid to the Security Agent, Administrator or Receiver, or its agents or brokers is to be applied.

12.5 No liability as mortgagee in possession

None of the Security Agent, any Administrator or any Receiver shall be liable:

12.5.1 to account as mortgagee in possession in respect of all or any of the Charged Assets; or

12.5.2 for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with, all or any of the Charged Assets for which a mortgagee in possession might as such be liable unless directly caused by its gross negligence or wilful misconduct.

12.6 Power to dispose of chattels

After the security constituted by this deed has become enforceable, the Security Agent, any Administrator or any Receiver may dispose of any chattels or produce found on any Material Property as agent for the relevant Chargor and, without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce the Security Agent, the Administrator or the Receiver shall be indemnified by such Chargor against any liability arising from such disposal.

12.7 Redemption of prior Security

At any time after the security constituted by this deed shall have become enforceable the Security Agent may:

12.7.1 redeem any prior Security;

12.7.2 procure the transfer thereof to itself; and/or

12.7.3 settle and pass the accounts of the prior encumbrancer and any account so settled and passed shall be conclusive and binding on the relevant Chargor and all monies paid by the Security Agent to the prior encumbrancer in accordance with such accounts shall as from such payment be due from such Chargor to the Security Agent on current account and shall bear interest and be secured as part of the Secured Liabilities.

13 Administrator and Receiver

13.1 Appointment of Administrator or Receiver

At:

- (a) any time after the security constituted by this deed becomes enforceable;
- (b) any time after any corporate action or any other steps are taken or legal proceedings started by or in respect of any Obligor with a view to the appointment of an Administrator; or
- (c) the request of the relevant Chargor,

the Security Agent may without further notice, under seal or by writing under hand of a duly authorised officer of the Security Agent:

- 13.1.1 appoint any person or persons to be an Administrator of any Chargor; or
- 13.1.2 appoint any person or persons to be a Receiver of all or any part of the Charged Assets of any Chargor; and
- 13.1.3 (subject to s.45 Insolvency Act 1986) from time to time remove any person appointed to be a Receiver and appoint another in his place.

13.2 Moratorium

Unless s.A52(4) Insolvency Act 1986 allows, the Security Agent is not entitled to appoint a Receiver solely by reason of:

- 13.2.1 the obtaining of a moratorium; or
- 13.2.2 anything done with a view to obtaining a moratorium (including any preliminary decision or investigation),

under Part A1 Insolvency Act 1986.

13.3 More than one appointment

Where more than one person is appointed Administrator or Receiver, they will have power to act separately (unless the appointment by the Security Agent specifies to the contrary).

13.4 Additional powers

- 13.4.1 The powers of appointing an Administrator or a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Security Agent under the Insolvency Act 1986 and the LPA or otherwise and shall be exercisable without the restrictions contained in s.109 LPA or otherwise.
- 13.4.2 The power to appoint an Administrator or a Receiver (whether conferred by this deed or by statute) shall be and remain exercisable by the Security Agent notwithstanding any prior appointment in respect of all or any part of the Charged Assets.

13.5 Agent of the relevant Chargor

- 13.5.1 Any Administrator or Receiver shall be the agent of the relevant Chargor and the relevant Chargor shall be solely responsible for his acts and remuneration as well as for any defaults committed by him.
- 13.5.2 No Secured Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of an Administrator or Receiver.

13.6 Powers of Administrator and Receiver

A Receiver shall have (and shall be entitled to exercise), in relation to the Charged Assets over which he is appointed, and an Administrator shall have in addition to the powers he enjoys under Sched B1 Insolvency Act 1986, the following powers (as the same may be varied or extended by the provisions of this deed):

- 13.6.1 (in respect of a Receiver) all of the powers of an administrative receiver set out in Sched 1 Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- 13.6.2 all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;

13.6.3 all of the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which any relevant Chargor itself could do or omit to do; and

13.6.4 the power to do all things which, in the opinion of the Administrator or Receiver (as appropriate) are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Administrator or Receiver pursuant to this deed or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, any relevant Chargor; the collection and/or realisation of Charged Assets in such manner and on such terms as the Administrator or Receiver sees fit; and the execution of documents in the name of the relevant Chargor (whether under hand, or by way of deed or by utilisation of the company seal of such Chargor)).

14 **Amounts received**

14.1 **Application of proceeds**

Any Receiver shall apply all monies received by him (other than insurance monies) in the order and manner specified under clause 16 (*Application of proceeds*) of the Intercreditor Agreement notwithstanding any proposed appropriation by any Chargor.

14.2 **Section 109(8) Law of Property Act 1925**

Neither the Security Agent nor any Receiver or Administrator shall be bound (whether by virtue of s.109(8) LPA, which is hereby varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities.

14.3 **Currencies of denomination**

For the purpose of or pending the discharge of any of the Secured Liabilities the Security Agent may convert any monies received, recovered or realised by the Security Agent under this deed from their existing denominations and/or currencies of denomination into such other denominations and/or currencies of denomination as the Security Agent may think fit and any such conversion shall be effected at the Security Agent's then prevailing spot rate of exchange.

14.4 **Suspense account**

All monies received recovered or realised by the Security Agent under this deed may at the discretion of the Security Agent be credited to any interest bearing suspense or impersonal account and may be held in such account for so long as the Security Agent thinks fit pending the application from time to time (as the Security Agent shall be entitled to do as it may think fit) of such monies and accrued interest thereon (if any) in or towards the discharge of any of the Secured Liabilities.

14.5 **New accounts**

If the Security Agent receives notice of any subsequent charge or other interest affecting all or part of the Charged Assets, the Security Agent may open a new account or accounts for the relevant Chargor in its books and (without prejudice to the Security Agent's right to combine accounts) no money paid to the credit of such Chargor in any such new account will be appropriated towards or have the effect of discharging any part of the Secured Liabilities. If the Security Agent does not open a new account or accounts immediately on receipt of such notice then unless the Security Agent gives express notice to the contrary to the relevant Chargor as from the time of receipt of such notice by the Security Agent all payments made by the relevant Chargor to the Security Agent in the absence of any express appropriation by such Chargor to the contrary 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 Liabilities.

14.6 **Security Agent set-off rights**

If the Security Agent shall have more than one account for any Chargor in its books the Security Agent may at any time after the security constituted by this deed has become enforceable or the Security Agent has received notice of any subsequent charge or other interest affecting all or any part of the Charged Assets and without prior notice forthwith transfer all or any part of the balance standing to the credit of any such account to any other such account which may be in debit but the Security Agent shall notify the relevant Chargor of the transfer having been made.

15 **Power of attorney and delegation**

15.1 **Power of attorney**

15.1.1 Each Chargor hereby by way of security irrevocably appoints the Security Agent and (jointly and severally) each and every Administrator or Receiver of this deed to be the attorney of such Chargor and in its name and on its behalf and as its act and deed or otherwise, to sign, execute, seal, deliver, complete any blanks in and otherwise perfect any deed, transfer, assurance, agreement, instrument, notice or act which such Administrator or Receiver or the Security Agent may consider expedient in the exercise of any of his or its powers or in respect of such Chargor's obligations under this deed. The power of attorney hereby granted is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971.

15.1.2 The power given under clause 15.1.1 may be exercised at any time after (i) a Declared Default has occurred or (ii) if such Chargor is in breach of any of its obligations under clause 16.5 (*Further assurance*) (other than if the breach is capable of remedy and is remedied within 20 Business Days of the Security Agent giving written notice to the Parent or such Chargor of the breach).

15.2 **Ratification**

Each Chargor ratifies and confirms and agrees to ratify and confirm:

15.2.1 all transactions entered into by the Security Agent and/or any Administrator or Receiver in the proper exercise of its or their powers in accordance with this deed; and

15.2.2 all transactions entered into by the Security Agent and/or any Administrator or Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, document or other act.

15.3 Subject to the terms of the Facilities Agreement and the Intercreditor Agreement, the Security Agent and any Administrator or Receiver shall have full power to delegate the powers, authorities and discretions conferred on it or him by this deed (including the power of attorney), on such terms and conditions as it or he shall see fit which shall not preclude exercise of these powers, authorities or discretions by it or him or any revocation of the delegation or subsequent delegation.

16 **Protection of security and further assurance**

16.1 **Independent security**

This deed shall be in addition to and independent of every other security or guarantee that the Security Agent or any other Secured Party may at any time hold for any of the Secured Liabilities. No prior security held by the Security Agent or any other Secured Party over the whole or any part of the Charged Assets shall merge in the security created by this deed.

16.2 Continuing security

This deed shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or discharge in whole or in part.

16.3 No waivers; rights cumulative

No failure to exercise, nor delay in exercising, on the part of the Security Agent or any Secured Party, any right or remedy under this deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy preclude any further or other exercise, or the exercise of any other right or remedy. The rights and remedies of the Security Agent and each Secured Party provided in this deed are cumulative and not exclusive of any rights or remedies provided by law.

16.4 No Chargor set-off

Each Chargor waives any right of set-off it may have now or at any time in the future in respect of the Secured Liabilities (including sums payable by such Chargor under this deed).

16.5 Further assurance

16.5.1 Subject to the Agreed Security Principles, each Chargor shall, promptly upon request by the Security Agent or any Receiver or Administrator, at its own expense, take whatever action the Security Agent or a Receiver or Administrator may reasonably require for:

- 16.5.1.1 creating, perfecting or protecting any security intended to be created by or pursuant to this deed;
- 16.5.1.2 facilitating the realisation of any Charged Asset upon the occurrence of a Declared Default;
- 16.5.1.3 exercising any right, power or discretion conferred on the Security Agent, or any Receiver or any Administrator or any of their respective delegates or sub-delegates in respect of any Charged Asset; or
- 16.5.1.4 creating and perfecting security in favour of the Security Agent (equivalent to the security intended to be created by this deed) over any assets of any Chargor located in any jurisdiction outside England and Wales.

16.5.2 This includes:

- 16.5.2.1 the re-execution of this deed;
- 16.5.2.2 the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee; and
- 16.5.2.3 the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent (or the Receiver or Administrator, as appropriate) may think expedient.

17 Costs and indemnity

The provisions of clause 24 (*Costs and Expenses*) of the Facilities Agreement are incorporated into this deed as if set out in full *mutatis mutandis*.

18 Miscellaneous

18.1 Benefit of Deed

The benefit of this deed will be held by the Security Agent on and subject to the terms of the Intercreditor Agreement on trust for the benefit of itself and the other Secured Parties without preference or priority amongst themselves as security for the Secured Liabilities, except as provided under the Intercreditor Agreement.

18.2 Certificates conclusive

A certificate or determination by the Security Agent as to any amount or rate under this deed shall be conclusive evidence of that amount or rate in the absence of any manifest error.

18.3 Limitations

The obligations of any Additional Chargor are subject to the limitations (if any) set out in the Deed of Accession executed by that Additional Chargor.

18.4 Notice of assignment

This deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by that Chargor to any other member of the Group and contained in any other Finance Document.

18.5 Financial collateral

18.5.1 To the extent that the Charged Assets constitute "financial collateral" and this deed and the obligations of the Chargors under this deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)), the Security Agent shall have the right after the Security constituted by this deed has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

18.5.2 For the purpose of clause 18.5.1, the value of the financial collateral appropriated shall be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

18.6 Severability

If any provision of this deed is or becomes invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected or impaired thereby.

18.7 Section 2(1) Law of Property (Miscellaneous Provisions) Act 1989

The terms of the Finance Documents and of any side letters between any parties in relation to the Finance Documents are incorporated in this deed to the extent required to ensure that any purported disposition of Charged Assets contained in this deed is a valid disposition in accordance with s.2(1) Law of Property (Miscellaneous Provisions) Act 1989.

18.8 Third party rights

Save as expressly provided to the contrary in a Finance Document, a third party (being any person other than the Chargors and the Secured Parties and their successors and permitted assigns) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this deed. Notwithstanding any term of any Finance Document, the consent of such third party is not required to rescind or vary this deed at any time.

18.9 Joint and several liability

The covenants, agreements, obligations and liabilities of the Chargors contained in this deed or implied on their part are joint and several and shall be construed accordingly.

18.10 Trustee Act 2000

The Chargors and the Security Agent agree that the Security Agent shall not be subject to the duty of care imposed on the trustees by the Trustee Act 2000.

19 Notices

Any demand, notice, consent or communication to be made or given by or to a Chargor or the Security Agent under or in connection with this deed shall be made and delivered as provided in clause 39 (*Notices*) of the Facilities Agreement.

20 Assignment and transfer

20.1 Assignment by Security Agent

The Security Agent may at any time without the consent of any Chargor, assign or transfer the whole or any part of its rights under this deed to any person.

20.2 Assignment by Chargor

No Chargor may assign any of its rights or transfer any of its obligations under this deed or enter into any transaction which would result in any of these rights or obligations passing to another person.

21 Release of Security

21.1 Release

Subject to clause 21.3 (*Discharge conditional*), upon the expiry of the Security Period (but not otherwise) the Security Agent shall, at the request and cost of the Chargors, take whatever action is necessary to release the Charged Assets from the Security constituted by this deed and re-assign the Charged Assets to the relevant Chargor(s).

21.2 Avoidance of payments and reinstatement

If any payment by an Obligor or any discharge given by a Secured Party (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is (a) capable of being avoided or reduced (in the reasonable opinion of the Security Agent) or (b) avoided or reduced in each case as a result of insolvency or any similar event, then:

21.2.1 the liability of each Obligor will continue as if the payment, discharge, avoidance or reduction had not occurred;

21.2.2 each Secured Party will be entitled to recover the value or amount of that security or payment from each Obligor, as if the payment, discharge, avoidance or reduction had not occurred; and

- 21.2.3 the Security Agent shall be entitled to enforce this deed subsequently as if such payment, discharge, avoidance or reduction had not occurred.

21.3 Discharge conditional

Any release, discharge or settlement between any Chargor and the Security Agent or any other Secured Party shall be deemed conditional upon no payment or security received by the Security Agent or such other Secured Party in respect of the Secured Liabilities being avoided or reduced or ordered to be refunded pursuant to any provision of any enactment relating to insolvency, bankruptcy, winding-up, administration or receivership and, notwithstanding any such release, discharge or settlement:

- 21.3.1 the Security Agent or its nominee shall be at liberty to retain this deed and the Security created by or pursuant to this deed, including all certificates and documents relating to the Charged Assets or any part thereof, for such period as the Security Agent shall deem necessary to provide the Security Agent with security against any such avoidance or reduction or order for refund; and

- 21.3.2 the Security Agent shall be entitled to recover the value or amount of such security or payment from the Chargor concerned subsequently as if such settlement, discharge or release had not occurred and each Chargor agrees with the Security Agent accordingly and charges the Charged Assets and the proceeds of sale thereof with any liability under this clause, whether actual or contingent.

22 Governing law

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

23 Enforcement

23.1 Jurisdiction of English courts

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

- 23.1.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

24 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 executed by the Original Chargors and is intended to be and is hereby delivered as a deed the day and year first above written and has been signed on behalf of the Security Agent.

SCHEDULE 1**Original Chargers**

Name	Registered Number	Registered office and jurisdiction of incorporation
The Collinson Group Limited	11141096	Cutlers Exchange, 123 Houndsditch, London, England, EC3A 7BU England and Wales
Airport Dimensions Holdings Limited	11291574	Cutlers Exchange, 123 Houndsditch, London, England, EC3A 7BU England and Wales
Collinson International Limited	02577557	Cutlers Exchange, 123 Houndsditch, London, England, EC3A 7BU England and Wales
Collinson Finance Limited	09242165	Cutlers Exchange, 123 Houndsditch, London, England, EC3A 7BU England and Wales
Priority Pass Limited	02728518	Cutlers Exchange, 123 Houndsditch, London, England, EC3A 7BU England and Wales
Lounge Key Limited	08792537	Cutlers Exchange, 123 Houndsditch, London, England, EC3A 7BU England and Wales
Lounge Gateway Limited	06708537	Cutlers Exchange, 123 Houndsditch, London, England, EC3A 7BU England and Wales
Priority Travel Group (Holdings) Limited	06309844	Cutlers Exchange, 123 Houndsditch, London, England, EC3A 7BU England and Wales
The Collinson Group (Overseas Holdings) Limited	06607918	Cutlers Exchange, 123 Houndsditch, London, England, EC3A 7BU

		England and Wales
Airport Lounge Development Limited	03924796	Cutlers Exchange, 123 Houndsditch, London, England, EC3A 7BU England and Wales
Collinson Investments Limited	11524334	Cutlers Exchange, 123 Houndsditch, London, England, EC3A 7BU England and Wales
Valuedynamx Holdings Limited	13366172	Cutlers Exchange, 123 Houndsditch, London, England, EC3A 7BU England and Wales
ICLP Worldwide Ltd	06297514	Cutlers Exchange, 123 Houndsditch, London, England, EC3A 7BU England and Wales
The Collinson Group (IT) Limited	06309843	Cutlers Exchange, 123 Houndsditch, London, England, EC3A 7BU England and Wales
International Customer Loyalty Programmes (Holdings) Limited	06311788	Cutlers Exchange, 123 Houndsditch, London, England, EC3A 7BU England and Wales
Valuedynamx Limited	06708136	Cutlers Exchange, 123 Houndsditch, London, England, EC3A 7BU England and Wales

SCHEDULE 2

Material Properties currently owned

Part A: Registered Land

None as at the date of this Deed.

Part B: Unregistered Land

None as at the date of this Deed.

SCHEDULE 3**Accounts**

	Currency	Bank	Sort Code	Account No.	Name of Account
Airport Dimensions Holdings Limited	USD	Barclays Bank plc	██████	██████	Office
Airport Lounge Development Limited	USD	Barclays Bank plc	██████	██████	Office
Airport Lounge Development Limited	GBP	Barclays Bank plc	██████	██████	Office
Collinson Finance Limited	GBP	Barclays Bank plc	██████	██████	CFL Treasury
Collinson Finance Limited	AED	Barclays Bank plc	██████	██████	CFL Treasury
Collinson Finance Limited	AUD	Barclays Bank plc	██████	██████	CFL Treasury
Collinson Finance Limited	CAD	Barclays Bank plc	██████	██████	CFL Treasury
Collinson Finance Limited	CHF	Barclays Bank plc	██████	██████	CFL Treasury
Collinson Finance Limited	CNY	Barclays Bank plc	██████	██████	CFL Treasury
Collinson Finance Limited	EUR	Barclays Bank plc	██████	██████	CFL Treasury
Collinson Finance Limited	HKD	Barclays Bank plc	██████	██████	CFL Treasury
Collinson Finance Limited	JPY	Barclays Bank plc	██████	██████	CFL Treasury
Collinson Finance Limited	NZD	Barclays Bank plc	██████	██████	CFL Treasury
Collinson Finance Limited	SGD	Barclays Bank plc	██████	██████	CFL Treasury
Collinson Finance Limited	USD	Barclays Bank plc	██████	██████	CFL Treasury
Collinson Finance Limited	ZAR	Barclays Bank plc	██████	██████	CFL Treasury
Collinson International Limited	EUR	Barclays Bank plc	██████	██████	Office
Collinson	GBP	Barclays Bank plc	██████	██████	Deposit

	Currency	Bank	Sort Code	Account No.	Name of Account
International Limited					
Collinson International Limited	GBP	Barclays Bank plc	■■■■■	■■■■■	Office
Collinson International Limited	GBP	Barclays Bank plc	■■■■■	■■■■■	Office
Collinson International Limited	USD	Barclays Bank plc	■■■■■	■■■■■	Office
Collinson International Limited	AED	Barclays Bank plc	■■■■■	■■■■■	Office
Collinson International Limited	GBP	Barclays Bank plc	■■■■■	■■■■■	Life Scheme
Collinson Investments Limited	GBP	Barclays Bank plc	■■■■■	■■■■■	Office
Collinson Investments Limited	USD	Barclays Bank plc	■■■■■	■■■■■	Office
Collinson Investments Limited	EUR	Barclays Bank plc	■■■■■	■■■■■	Office
ICLP Worldwide Ltd	GBP	Barclays Bank plc	■■■■■	■■■■■	Office
Lounge Gateway Limited	GBP	Barclays Bank plc	■■■■■	■■■■■5	Office
Lounge Gateway Limited	USD	Barclays Bank plc	■■■■■	■■■■■	Office
Lounge Gateway Limited	EUR	Barclays Bank plc	■■■■■	■■■■■	Office
Lounge Key Limited	GBP	Barclays Bank plc	■■■■■	■■■■■	Office
Lounge Key Limited	EUR	Barclays Bank plc	■■■■■	■■■■■	Office
Lounge Key Limited	USD	Barclays Bank plc	■■■■■	■■■■■	Office
Priority Pass Limited	NOK	Barclays Bank plc	■■■■■	■■■■■	Office
Priority Pass Limited	EUR	Barclays Bank plc	■■■■■	■■■■■	Office
Priority Pass Limited	USD	Barclays Bank plc	■■■■■	■■■■■	Office
Priority Pass Limited	USD	Barclays Bank plc	■■■■■	■■■■■	Deposit
Priority Pass Limited	GBP	Barclays Bank plc	■■■■■	■■■■■	Office
Priority Pass Limited	USD	Barclays Bank plc	■■■■■	■■■■■	Office

	Currency	Bank	Sort Code	Account No.	Name of Account
Priority Pass Limited	USD	Barclays Bank plc	██████	██████	Deposit
Priority Pass Limited	USD	Barclays Bank plc	██████	██████	Office
Priority Pass Limited t/a Lounge Club	GBP	Barclays Bank plc	██████	██████	Office
Priority Pass Limited t/a Lounge Club	EUR	Barclays Bank plc	██████	██████	Office
Priority Pass Limited t/a Lounge Club	USD	Barclays Bank plc	██████	██████	Office
The Collinson Group Limited	GBP	Barclays Bank plc	██████	██████	Office
The Collinson Group Limited	EUR	Barclays Bank plc	██████	██████	Office
The Collinson Group Limited	USD	Barclays Bank plc	██████	██████	Office
Valuedynamx Limited	AUD	Barclays Bank plc	██████	██████	Office
Valuedynamx Limited	JPY	Barclays Bank plc	██████	██████	Office
Valuedynamx Limited	GBP	Barclays Bank plc	██████	██████	Office
Valuedynamx Limited	EUR	Barclays Bank plc	██████	██████	Office
Valuedynamx Limited	USD	Barclays Bank plc	██████	██████	Office

SCHEDULE 4

Licences and Sub-Licences of Intellectual Property

None as at the date of this Deed.

Other Intellectual Property

(i.e. copyright, unregistered trademark and design rights)

None as at the date of this Deed.

SCHEDULE 5**Shares**

Shareholder company	Name of Issuer	No. and Type of Shares	Held in Certificated Form
The Collinson Group Limited	Airport Dimensions Holdings Limited	1,000 ordinary shares (nominal value of £1.00)	Yes
The Collinson Group Limited	Collinson International Limited	100,000 ordinary shares (nominal value of £1.00)	Yes
The Collinson Group Limited	Collinson Investments Limited	100 ordinary shares (nominal value of £1.00)	Yes
The Collinson Group Limited	Valuedynamx Holdings Limited	1,000 ordinary shares (nominal value of £1.00)	Yes
The Collinson Group Limited	Collinson Group Holdings Limited	1 ordinary share (nominal value of £1.00)	Yes
Collinson International Limited	Collinson Finance Limited	51,000 ordinary shares (nominal value of £1.00)	Yes
Collinson International Limited	ICLP Worldwide Ltd	50,000 ordinary shares (nominal value of £1.00)	Yes
Collinson International Limited	Priority Travel Group (Holdings) Limited	5,000 ordinary shares (nominal value of £1.00)	Yes
Collinson International Limited	The Collinson Group (IT) Limited	5,000 ordinary shares (nominal value of £1.00)	Yes
Collinson International Limited	The Collinson Group (Overseas Holdings) Limited	5,000 ordinary shares (nominal value of £1.00)	Yes
Collinson International Limited	The Collinson Group (Overseas Holdings) Limited	1,000 ordinary shares (nominal value of £1.00)	Yes
Airport Dimensions Holdings Limited	Airport Lounge Development Limited	100 ordinary shares (nominal value of £1.00)	Yes
The Collinson Group (IT) Limited	Valuedynamx Limited	8,000,000 ordinary shares (nominal value of £1.00)	Yes
ICLP Worldwide Ltd	International Customer Loyalty Programmes (Holdings) Limited	1,000 ordinary shares (nominal value of £1.00)	Yes
Priority Travel Group (Holdings) Limited	Lounge Gateway Limited	50,000 ordinary shares (nominal value of £1.00)	Yes
Priority Travel Group (Holdings) Limited	Lounge Key Limited	50,000 ordinary shares (nominal value of £1.00)	Yes

Shareholder company	Name of Issuer	No. and Type of Shares	Held in Certificated Form
Priority Travel Group (Holdings) Limited	Priority Pass Limited	200,000 ordinary shares (nominal value of £1.00)	Yes

SCHEDULE 6**Insurance assigned**

Type of Insurance	Full Legal Name of Insurer	Policy Number	Excess details	Address/contact details of Insurer	Contact person to who the notice shall be addressed to
Property and Business Interruption	Swiss Re International SE	[REDACTED]	Personal Effects £50 EDP £500 £1,000 all other claims Natural Catastrophe Perils Retentions Apply – reference should be made to the full policy schedule and wording for details.	30 St Mary Axe London EC3A 8EP	Hilary Flynn
Terrorism	Lloyds of London led by Antares Syndicate AUL 1274	[REDACTED]	GBP 15,000 per occurrence in respect of Property Damage 5 days in respect of Business Interruption	21 Lime Street London EC3M 7HB	Edward Kemp
Primary Public and Products Liability	Royal and SunAlliance Plc	[REDACTED]	USA & Canada – USD 5,000 any one occurrence Rest of World – USD 2,500 any one occurrence	20 Fenchurch Street London EC3M 3AU	Charles King
Excess Liability - PL/Products :	Aviva Insurance Limited	[REDACTED]	Nil	St Helens 1 Undershaft London EC3P 3DQ	Jon Wye
Employers Liability	Royal and SunAlliance Plc	[REDACTED]	Nil	20 Fenchurch Street London EC3M 3AU	Charles King

Type of Insurance	Full Legal Name of Insurer	Policy Number	Excess details	Address/contact details of Insurer	Contact person to who the notice shall be addressed to
Excess Liability - UK/Ireland Employers Liability	QBE EuropeSA/NV	██████████ ██████████ ██████████	Nil	30 Fenchurch Street London EC3M 3BD	Lucy White
Technology Professional and Cyber Liability	Chubb European Group SE	██████████ ██████████	£500,000 each claim, but - £1,000,000 for T&E division liability - £1,000,000 for Loyalty division liability - £250,000 for Assistance division liability - £250,000 for Insurance liability - £250,000 for Airport Dimensions division liability - £250,000 for Collinson Investments Limited division liability - £500,000 for all other liability claims - Each SIR applies separately but the sum of applicable SIRs shall not exceed the maximum SIR (Triggered from the same event)	Chubb 100 Leadenhall Street London EC3A 3BP	Nicholas Nemetz
Technology Professional and Cyber Liability – Excess	BRIT Syndicates 2987 & 2988	██████████ ██████████	Nil	Brit Syndicate 2987 The Leadenhall Building 112 Leadenhall Street London EC3V 4AB	Connor Corcoran
Medical Malpractice	Beazley Syndicates	██████████ ██████████	GBP 5,000,000 any one claim increasing to GBP 50,000,000 in respect of claim or circumstances emanating within the jurisdiction of the USA, and for Midwives anywhere in the world COVID-19 Testing – GBP 25,000 any one claim	Beazley Plantation Place South 60 Great Tower Street London EC3R 5AD	Andrew Page

Type of Insurance	Full Legal Name of Insurer	Policy Number	Excess details	Address/contact details of Insurer	Contact person to who the notice shall be addressed to
Directors and Officers	American International Group UK Limited	[REDACTED]	US Claim Securities: Not covered Employment Practices: USD 500,000 Any other Loss: USD 500,000 Rest of World Claim Securities: Not applicable Employment Practices: GBP 250,000 Any other Loss: GBP 250,000	AIG 58 Fenchurch Street London EC3M 4AB	Julian Chaundy
Excess Directors' & Officers' Liability	Allianz Global Corporate and Specialty SE	[REDACTED]	Nil	Allianz Global Corporate & Specialty 60 Gracechurch Street London EC3V 0HR	Brendan Whiting
PA and Travel	American International Group UK Limited (Non-EEA & UK risks) and AIG Europe S.A. (EEA risks)	[REDACTED]	Nil	3rd Floor 60 Church Street Birmingham B3 2DJ	Simon Robinson
Special Contingency	Travelers -Lloyds Syndicate 5000 TRV	[REDACTED]	Nil	One Creechurch Lane London EC3A 5AF	Rebecca Howland
Crime	Chubb European Group SE	[REDACTED]	GBP 1,000,000 – each Crime / Computer Violation	The Chubb Building 100 Leadenhall Street London EC3A 3BP	-

SCHEDULE 7

Form of Deed of Accession

DATE

PARTIES

- 1 [] (registered number []) with its registered office at [] (the "**Additional Chargor**"); and
- 2 **LUCID TRUSTEE SERVICES LIMITED** as agent and trustee for the Secured Parties (the "**Security Agent**").

BACKGROUND

- A The Additional Chargor is a Subsidiary of Parent.
- B Parent and others has entered into a security agreement dated [] (the "**Security Agreement**") between Parent, the Chargors under and as defined in the Security Agreement and the Security Agent.
- C The Additional Chargor has agreed to enter into this deed and to become an Additional Chargor under the Security Agreement.
- D The Security Agent 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 Security Agent 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

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

2 Accession 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 Security Agreement as a Chargor; and

2.1.2 will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor.

2.2 The Additional Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Secured Parties when the same become due in accordance with the terms of, and in the manner provided for in, the Finance Documents.

2.3 Neither the covenant to pay in clause 2.2 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**

As a continuing security for the payment or discharge of the Secured Liabilities, the Additional Chargor with full title guarantee hereby:

- 3.1.1 grants to the Security Agent (as trustee for the Secured Parties), a charge by way of legal mortgage over all its Properties which are listed in schedule 1 (*Properties currently owned*) to this deed;
- 3.1.2 charges to the Security Agent (as trustee for the Secured Parties), by way of first fixed charge, all its:
 - 3.1.2.1 Material Properties now owned by it to the extent that they are not the subject of a charge by way of legal mortgage pursuant to clause 3.1.1;
 - 3.1.2.2 Material Properties acquired by it after the date of this deed;
 - 3.1.2.3 Property Interests;
 - 3.1.2.4 Material Equipment;
 - 3.1.2.5 Securities;
 - 3.1.2.6 Intellectual Property;
 - 3.1.2.7 Debts;
 - 3.1.2.8 Accounts; and
 - 3.1.2.9 Goodwill;
- 3.1.3 assigns to the Security Agent (as trustee for the Secured Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies; and
- 3.1.4 assigns to the Security Agent (as trustee for the Secured Parties), absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements.

3.2 **Floating security**

As a continuing security for the payment or discharge of the Secured Liabilities, the Additional Chargor with full title guarantee hereby charges to the Security Agent (as trustee for the Secured Parties), by way of first floating charge, [(a)] all of its undertaking, property, assets and rights at any time not effectively mortgaged, charged or assigned pursuant to clauses 3.1.1-3.1.4 (*Fixed security*) inclusive.

3.3 **Security restrictions**

- 3.3.1 There shall be excluded from the Security created by clauses 3.1.1-3.1.4 (*Fixed security*) and by clauses 3.1.1-3.1.4 (*Fixed security*) of the Security Agreement the benefit of, and any claims or proceeds arising under, any Restrictive Agreement (and, in the case of a Restrictive Agreement which is a lease, the leasehold interest in the leasehold property which is held under that lease), but only:

- 3.3.1.1 to the extent necessary to (i) avoid any breach of the terms of that Restrictive Agreement that would result from the Security created by clauses 3.1.1-3.1.4 (*Fixed security*) or by clauses 3.1.1-3.1.4 (*Fixed security*) of the Security Agreement and (ii) ensure that any right to terminate of the sort described in the definition of "Restrictive Agreement" does not arise in respect of that Restrictive Agreement as a result of the Security created by clauses 3.1.1-3.1.4 (*Fixed security*) or by clauses 3.1.1-3.1.4 (*Fixed security*) of the Security Agreement; and
- 3.3.1.2 until any relevant condition or waiver has been satisfied or obtained.
- 3.3.2 For each Restrictive Agreement, the relevant Chargor undertakes to:
 - 3.3.2.1 apply for the relevant consent or waiver of prohibition or conditions promptly following the occurrence of a Declared Default and to use its reasonable endeavours to obtain that consent or waiver of prohibition or conditions within 20 Business Days and in any event as soon as reasonably practicable;
 - 3.3.2.2 upon request, keep the Security Agent informed of its progress in obtaining such consent or waiver; and
 - 3.3.2.3 forthwith upon receipt of such consent or waiver, provide the Security Agent with a copy.
- 3.3.3 Immediately upon receipt of any consent or waiver referred to in clause 3.3.2, the benefit of, and any claims or proceeds arising under, the relevant Restrictive Agreement (and, in the case of a Restrictive Agreement which is a lease, the leasehold interest in the leasehold property which is held under that lease) shall stand charged and/or assigned to the Security Agent (as trustee for the Secured Parties) under, and on the terms of, clauses 3.1.1-3.1.4 (*Fixed security*) the Security Agreement, as the case may be.

4 **Land Registry restriction**

In respect of any Property registered at the Land Registry and charged by way of legal mortgage under this deed and/or the Security Agreement and/or pursuant to clause 7.10.2 (*Property acquisitions*) of the Security Agreement, the Additional Chargor hereby consents to the entry of the following restriction on the register of its title to such Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Lucid Trustee Services Limited referred to in the charges register or their conveyancer".

5 **Miscellaneous**

With effect from the date of this deed:

- 5.1 the Security Agreement will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this deed);
- 5.2 any reference in the Security Agreement to this deed and similar phrases will include this deed and all references in the Security Agreement to schedule 2 (*Properties currently owned*) (or any part of it) will include a reference to schedule 1 (*Properties currently owned*) to this deed (or relevant part of it).

6 Governing law

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

7 Enforcement

7.1 Jurisdiction of English courts

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

7.1.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

7.2 Service of process

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

7.2.1 irrevocably appoints the Parent as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document; and

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

8 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 executed by the Additional Chargor and is intended to be and is hereby delivered as a deed the day and year first above written and has been signed on behalf of the Security Agent.

SCHEDULE 1

Properties currently owned

Part A: Registered Land

Part B: Unregistered Land

SCHEDULE 2

Accounts

Chargor	Account type	Account name	Account number	Sort code

SIGNATORIES (TO DEED OF ACCESSION)

The Additional Chargor

EXECUTED as a DEED and)
DELIVERED by [])
[LIMITED] acting by:)

Director

in the presence of:)

Signature:

Name:

Address:

Occupation:

The Security Agent

LUCID TRUSTEE SERVICES LIMITED

By: _____
Authorised Signatory

Address: 6th Floor, No 1 Building 1-5 London Wall Buildings, London Wall, London, United Kingdom, EC2M 5PG

Fax: + 44 2030024691 / + 44 844 507 0945

Attention: Lucid Agency and Trustee Services Limited [REDACTED]

SCHEDULE 8

PART 1

Form of notice to insurers

From: [relevant Chargor] (the "**Company**")

To: [insurer]

Date:

Dear Sirs

We refer to the [describe policy and its number] (the "**Policy**").

We hereby give notice that, pursuant to a security agreement dated [] (the "**Security Agreement**"), we have assigned to Lucid Trustee Services Limited as trustee for the Secured Parties (as defined therein) (the "**Security Agent**") all our right, title, interest and benefit in and to the Policy.

We irrevocably authorise and instruct you from time to time:

- (a) to disclose to the Security Agent without any reference to or further authority from us (and without any enquiry by you as to the justification for each disclosure), such information relating to the Policy as the Security Agent may at any time and from time to time request;
- (b) to hold all sums from time to time due and payable by you to us under the Policy to the order of the Security Agent;
- (c) to pay or release all or any part of the sums from time to time due and payable by you to us under the Policy only in accordance with the written instructions given to you by the Security Agent from time to time;
- (d) to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Policy, the sums payable to us from time to time under the Policy or the debts represented thereby which you receive at any time from the Security Agent without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction; and
- (e) to send copies of all notices and other information given or received under the Policy to the Security Agent.

We are not permitted to receive from you, otherwise than through the Security Agent, any amount in respect of or on account of the sums payable to us from time to time under the Policy or to agree any amendment or supplement to, or waive any obligation under, the Policy without the prior written consent of the Security Agent.

This notice may only be revoked or amended with the prior written consent of the Security Agent.

Please confirm by completing the enclosed acknowledgement and returning it to the Security Agent (with a copy to us) that:

- (a) you accept the instructions and authorisations contained in this notice;

- (b) you have not, at the date this notice is returned to the Security Agent, received any notice that any third party has or will have any right or interest in, or has made, or will be making any claim or demand or taking any action in respect of, the rights of the Company under or in respect of the Policy and you will notify the Security Agent promptly if you should do so in future;
- (c) you will pay or release all or part of the amounts from time to time due and payable by you under the Policy in accordance with the written instructions given to you by the Security Agent from time to time; and
- (d) you will not exercise any right to terminate, cancel, vary or waive the Policies or take any action to amend or supplement the Policies without first giving 14 days' written notice to the Security Agent.

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

Yours faithfully

.....
for and on behalf of
[]

PART 2

Form of acknowledgement from insurers

From: [insurer]

To: Lucid Trustee Services Limited (the "Security Agent")

Date:

Dear Sirs

We acknowledge receipt of a notice dated [] (the "Notice") and addressed to us by

[] (the "Company") regarding the Policy (as defined in the Notice).

We confirm that:

- (a) we accept the instructions and authorisations contained in this notice;
- (b) we have not, at the date of this acknowledgement, received any notice that any third party has or will have any right or interest in, or has made, or will be making any claim or demand or taking any action in respect of, the rights of the Company under or in respect of the Policy and we will notify the Security Agent promptly if you should do so in future;
- (c) we will pay or release all or part of the amounts from time to time due and payable by us under the Policy in accordance with the written instructions given to us by the Security Agent from time to time; and
- (d) we will not exercise any right to terminate, cancel, vary or waive the Policies or take any action to amend or supplement the Policies without first giving 14 days' written notice to the Security Agent.

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

Yours faithfully

[insurer]

SCHEDULE 9

PART 1

Form of notice to counterparties of Assigned Agreements

From: [relevant Chargor]

To: [counterparty]

Date:

Dear Sirs

We refer to the [describe relevant Assigned Agreement] (the "**Agreement**").

We hereby notify you that pursuant to a security agreement dated [] (the "**Security Agreement**") we have assigned to Lucid Trustee Services Limited as trustee for the Secured Parties (as defined therein) (the "**Security Agent**") absolutely (subject to a proviso for reassignment on redemption) all our right, title, interest and benefit in and to the Agreement.

We further notify you that:

- (a) we may not agree to amend, modify or terminate the Agreement without the prior written consent of the Security Agent;
- (b) subject to paragraph (a) above you may continue to deal with us in relation to the Agreement until you receive written notice to the contrary from the Security Agent. Thereafter we will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Agent;
- (c) you are authorised to disclose information in relation to the Agreement to the Security Agent on request;
- (d) you must pay all monies to which we are entitled under the Agreement direct to the Security Agent (and not to us) unless the Security Agent otherwise agrees in writing; and
- (e) the provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) by way of confirmation that:

- (i) you agree to the terms set out in this notice and to act in accordance with its provisions; and
- (ii) you have not received notice that we have assigned our rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party.

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

Yours faithfully

.....
for and on behalf of
[]

PART 2

Form of acknowledgement from counterparties of Assigned Agreements

From: [counterparty]
To: Lucid Trustee Services Limited
Copy to: [relevant Chargor]
Date:

We hereby acknowledge receipt of the notice dated [], a copy of which is attached to the acknowledgment (the "**Notice**") and confirm the matters set out in paragraphs (i) and (ii) of the Notice.

.....
for and on behalf of
[counterparty]

SCHEDULE 10

PART 1

Form of notice of charge to third party bank

To: [name and address of third party bank]

Attention: []

Date:

Dear Sirs

We hereby give you notice that by a security agreement dated [] 20[] (the "**Security Agreement**") (a copy of which is attached) we have charged to Lucid Trustee Services Limited as trustee for the Secured Parties (as defined therein) (the "**Security Agent**") all our right, title and interest in and to all sums of money which are now or may from time to time in the future be held in the following accounts in our name with you together with all interest credited thereto and the debts represented by those sums:

[]

(together the "**Accounts**").

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 Security Agent, 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 Security Agent may, at any time and from time to time, request you to disclose to it;
- 3 to hold all sums from time to time standing to the credit of each Account in our name with you to the order of the Security Agent;
- 4 to pay or release all or any part of the sums from time to time standing to the credit of each Account in our name with you in accordance with the written instructions of the Security Agent at any time and from time to time; and
- 5 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 Security Agent 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 Security Agent confirms that we may make withdrawals from the Accounts until such time as the Security Agent shall notify you in writing that their permission is withdrawn, whereupon we will not be permitted to withdraw any amounts from any Account without the prior written consent of the Security Agent.

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

This notice and any 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 Security Agent with a copy to ourselves.

Yours faithfully

By:
for and on behalf of
[*relevant Chargor*]

[Counter-signed by:

.....
for and on behalf of
Lucid Trustee Services Limited

PART 2

Form of acknowledgement from third party bank

To: Lucid Trustee Services Limited
Eagle Place
London
SW1Y 6AF

Date:

Dear Sirs

We confirm receipt of a notice dated [] (the "**Notice**") from [*relevant Chargor*] (the "**Company**") of a charge, upon the terms of a Security Agreement dated [] 2021, over all the Company's right, title and interest in and to all sums of money which are now or may from time to time in the future be held in the following accounts with us in the name of the Company together with interest relating thereto:

[]

(together the "**Accounts**").

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 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 or combination or 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 that withdrawals 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 any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

.....
for and on behalf of
[*third party bank*]

SIGNATORIES (TO SECURITY AGREEMENT)

The Original Chargors

EXECUTED as a DEED and)
DELIVERED by THE COLLINSON)
GROUP LIMITED acting by)
Mark Hampton)
.....)
(a director) and)

Susan Hayward)
.....)
(a director/secretary))

Director

Director/Secretary

EXECUTED as a DEED and)
DELIVERED by COLLINSON)
INTERNATIONAL LIMITED acting by)
Mark Hampton)
.....)
(a director) and)

Susan Hayward)
.....)
(a director/secretary))

Director

Director/Secretary

EXECUTED as a DEED and)
DELIVERED by COLLINSON)
FINANCE LIMITED acting by)
Mark Hampton)
.....)
(a director) and)

Susan Hayward)
.....)
(a director/secretary))

Director

Director/Secretary

EXECUTED as a **DEED** and
DELIVERED by **PRIORITY PASS**
LIMITED acting by
Mark Hampton
.....
(a director) and

.....

Director

.....

Susan Hayward
.....
(a director/secretary)

Director/Secretary

EXECUTED as a **DEED** and
DELIVERED by **LOUNGE KEY**
LIMITED acting by
Mark Hampton
.....
(a director) and

.....

Director

.....

Susan Hayward
.....
(a director/secretary)

Director/Secretary

EXECUTED as a DEED and)
DELIVERED by PRIORITY TRAVEL)
GROUP (HOLDINGS) LIMITED)
acting by)
Mark Hampton)
.....)
(a director) and)

.....

Director

.....

Susan Hayward
.....
(a director/secretary)

Director/Secretary

EXECUTED as a DEED and)
DELIVERED by THE COLLINSON)
GROUP (OVERSEAS HOLDINGS))
LIMITED acting by)
Mark Hampton)
.....)
(a director) and)

.....

Director

.....

Susan Hayward
.....
(a director/secretary)

Director/Secretary

EXECUTED as a DEED and)
DELIVERED by COLLINSON)
INVESTMENTS LIMITED acting by)
Mark Hampton)
.....)
(a director) and)

.....

Director

.....

Susan Hayward
.....
(a director/secretary)

Director/Secretary

EXECUTED as a DEED and)
DELIVERED by VALUEDYNAMX)
HOLDINGS LIMITED acting by)
Mark Hampton)
.....)
(a director) and)

[Redacted Signature]

Director

Susan Hayward)
.....)
(a director/secretary)

[Redacted Signature]

Director/Secretary

EXECUTED as a DEED and)
DELIVERED by ICLP WORLDWIDE)
LTD acting by)
Mark Hampton)
.....)
(a director) and)

[Redacted Signature]

Director

Susan Hayward)
.....)
(a director/secretary)

[Redacted Signature]

Director/Secretary

EXECUTED as a DEED and)
DELIVERED by THE COLLINSON)
GROUP (IT) LIMITED acting by)
Mark Hampton)
.....)
(a director) and)

[Redacted Signature]

Director

Susan Hayward)
.....)
(a director/secretary)

[Redacted Signature]

Director/Secretary

EXECUTED as a **DEED** and)
DELIVERED by **INTERNATIONAL**)
CUSTOMER LOYALTY)
PROGRAMMES (HOLDINGS))
LIMITED acting by)
Mark Hampton)

.....
(a director) and

Susan Hayward
.....
(a director/secretary)


.....
Director


.....
Director/Secretary

EXECUTED as a **DEED** and)
DELIVERED by **VALUEDYNAMX**)
LIMITED acting by)
Mark Hampton)
.....)
(a director) and)

Susan Hayward
.....
(a director/secretary)


.....
Director


.....
Director/Secretary

The Security Agent

LUCID TRUSTEE SERVICES LIMITED

By: 
Authorised Signatory

Address: 6th Floor, No 1 Building 1-5 London Wall Buildings, London Wall, London, United Kingdom, EC2M 5PG

Fax: + 44 2030024691 / + 44 844 507 0945

Attention: Lucid Agency and Trustee Services Limited 