



Registration of a Charge

Company name: **STORM FINANCE CO LTD**

Company number: **11779446**



X7ZCGTSW

Received for Electronic Filing: **15/02/2019**

Details of Charge

Date of creation: **06/02/2019**

Charge code: **1177 9446 0002**

Persons entitled: **S.A. BRAIN & COMPANY LIMITED AS VENDOR.**

Brief description: **N/A**

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:

IGNACIO MIRASOL, SOLICITOR, DLA PIPER UK LLP, LONDON



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11779446

Charge code: 1177 9446 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th February 2019 and created by STORM FINANCE CO LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th February 2019 .

Given at Companies House, Cardiff on 18th February 2019

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

ashurst

Linklaters

Debenture

STORM FINANCE CO LTD
as Borrower

STORM HOLDCO LTD
as Parent

S.A. BRAIN & COMPANY LIMITED
as Vendor



DLA PIPER

I CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE, COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE 13 February 2019

SIGNED [Signature]
DLA PIPER UK LLP

Note: the application of recoveries under this debenture is regulated
by the terms of the Intercreditor Agreement

6 February 2019

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THIS DEED is made on 6 February 2019

BETWEEN:

- (1) **STORM HOLDCO LTD** (a company incorporated in England and Wales with registered number 11779290) (the "**Parent**");
 - (2) **STORM FINANCE CO LTD** (a company incorporated in England and Wales with registered number 11779446) (the "**Borrower**");
- (each a "**Charging Company**" and together the "**Charging Companies**"); and
- (3) **S.A. BRAIN & COMPANY LIMITED** as vendor (the "**Vendor**").

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed:

"Acquisition Agreement" means the sale and purchase agreement dated 25 January 2019 relating to the sale and purchase of all of the shares of the Target in respect of the share capital of the Target and made between the Borrower and the Vendor;

"Assigned Agreements" means the contracts listed in Schedule 3 (Assigned Agreements (Contracts)) or in any Security Accession Deed, the Intra-Group Loans and any other agreement designated as an Assigned Agreement by the relevant Charging Company (or the Obligors' Agent on its behalf) and the Vendor;

"Bank Accounts" means all rights in relation to cash-deposit, current or other accounts held with any bank, financial institution or other person;

"Book Debts" means all book and other debts of any nature and all monetary claims (excluding any such debts or claims in relation to the Bank Accounts, the Assigned Agreements, the Insurances and the Hedging Agreements);

"Cash Collateral Accounts" means any Mandatory Prepayment Account or any other Bank Account which is designated as a Cash Collateral Account by the relevant Charging Company (or the Obligors' Agent on its behalf) and the Vendor, and any replacement account or sub-account of that account;

"Catch Up Amount" has the meaning given to it in the Acquisition Agreement;

"Charged Property" means the assets mortgaged, charged or assigned to the Vendor by this deed;

"Charging Companies" means the Parent and the Borrower, and each company which grants security over its assets in favour of the Vendor by executing a Security Accession Deed;

"Collection Accounts" means the accounts (if any) listed in part 2 of Schedule 2 (Collection Accounts) or in any Security Accession Deed or which is designated as a Collection Account by the relevant Charging Company (or the Obligors' Agent on its behalf) and the Vendor, and any replacement account or sub-account of that account;

"Declared Default" means:

- (I) prior to the Senior Discharge Date, an Event of Default which has resulted in Lloyds Bank plc acting as facility agent under the Senior Facilities Agreement exercising any of its rights under clause 27.18 (Acceleration) of the Senior Facilities Agreement; and
- (II) on or after the Senior Discharge Date, the Vendor notifying the Charging Companies in writing that (a) a "Declared Default" has occurred following any failure by the Borrower to pay the Catch Up Amount on its due date in accordance with the Acquisition Agreement and/or the Investment Agreement or (b) an Insolvency Event has occurred in relation to a member of the Group.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Vendor;

"Distribution Rights" means all dividends, distributions, interest and/or other income paid or payable on any Investment, together with all shares or other property derived from that Investment and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment (whether by way of conversion, redemption, bonus, preference, option or otherwise);

"Equipment" means all plant, machinery, vehicles, computers, office and other equipment including that equipment (if any) listed in any Security Accession Deed;

"Event of Default" means an Event of Default under the Senior Facilities Agreement;

"Floating Charge Asset" means an asset charged under clause 3.4 (Floating Charge);

"Group" means the Parent and each of its Subsidiaries for the time being;

"Insurances" means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Charging Company or in which it is otherwise interested, including those policies (if any) listed in any Security Accession Deed including any key-person policies but excluding any third party liability or public liability insurance and any directors' and officers' insurance;

"Intercreditor Agreement" means the Intercreditor agreement dated on or about the date of this agreement and made between, among others, Parent, Borrower, the Debtors (as defined therein), Lloyds Bank plc as security agent, Lloyds Bank plc as senior agent, the Lenders, the Arranger and the Intra-Group Lenders (each as defined therein);

"Intellectual Property" means:

- (i) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (ii) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist),

including the intellectual property rights listed in Schedule 4 (Intellectual Property) or in any Security Accession Deed.

"Intra-Group Loans" means the loans (if any) listed in schedule 4 (Intra-Group Loans) or in any relevant Security Accession Deed, and any other loan designated as an Intra-Group Loan by the relevant Charging Company (or the Obligor's Agent on its behalf) and the Vendor;

"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of a Charging Company or by any trustee, fiduciary or clearance system on its behalf (including the Subsidiary Shares);

"Investment Agreement" means the investment agreement dated 6 February 2019 between the Parent, the Vendor and Storm Equity Co Limited (a company incorporated under the laws of England with registered number 11776567) relating to the Target.

"Legal Reservations" means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under applicable statutes of limitation, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim;
- (c) any general principles, reservations or qualifications, in each case as to matters of law as set out in any legal opinion delivered under the Senior Facilities Agreement;
- (d) the principle that any additional interest imposed under any relevant agreement may be held to be unenforceable on the grounds that it is a penalty and thus void;
- (e) the principle that, in certain circumstances, Security granted by way of fixed charge may be characterised as a floating charge or that Security purported to be constituted by way of an assignment may be recharacterised as a charge;
- (f) the principle that an English court may not give effect to an indemnity for legal costs incurred by an unsuccessful litigant;
- (g) the principle that the creation or purported creation of Security over any contract or agreement which is subject to a prohibition against transfer, assignment or charging may be void, ineffective or invalid and may give rise to a breach entitling the contracting party to terminate or take any other action in relation to such contract or agreement;
- (h) similar principles, rights and defences under the laws of any Relevant Jurisdiction; and
- (i) any other matters which are set out as qualifications or reservations as to matters of law of general application in any legal opinion delivered under the Senior Facilities Agreement.

"Lloyds Debenture" means the first-ranking fixed and floating charge granted by the Parent and the Borrower in favour of the Security Agent;

"Mandatory Prepayment Account" means, in connection with the Senior Facilities Agreement, an interest-bearing account:

- (a) held with Lloyds Bank plc acting as facility agent or security agent;
- (b) designated by Parent and Lloyds bank plc acting as facility agent as a Mandatory Prepayment Account;
- (c) subject to Security in favour of Lloyds bank plc acting as security agent; and

- (d) from which no withdrawals may be made by any member of the Group except as contemplated by this agreement,

(as the same may be redesignated, substituted or replaced from time to time);

"Obligors" means Parent, Borrower and any other Group entity which becomes an "Obligor" under the Senior Facilities Agreement;

"Obligors' Agent" means Parent;

"Real Property" means all freehold and leasehold property and the buildings and fixtures (including trade fixtures) on that property from time to time;

"Receiver" means a receiver or receiver and manager in each case appointed under this deed;

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

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

"Secured Obligations" means all the Vendor Liabilities of any Obligor to the Vendor under and in connection with the Catch Up Amount (and for the avoidance of doubt, excluding all Vendor Liabilities in connection with the Vendor Loan Agreement), except for any money or liability which, if it were so included, would cause the infringement of section 678 or 679 of the Companies Act 2006;

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

"Security Accession Deed" means a deed executed by a member of the Group substantially in the form set out in Schedule 7 (Form of Security Accession Deed);

"Security Agent" means Lloyds Bank plc as security agent under the Senior Facilities Agreement;

"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 which for this purpose shall be treated as providing that:

- (a) an undertaking which has granted Security over its shares or other ownership interest in another undertaking, by which the recipient of the Security (or its nominee) holds the legal title to that interest, shall nevertheless be treated as a member of that other undertaking; and
- (b) rights attached to shares or other ownership interests which are subject to Security shall be treated as held by the grantor of Security;

"Subsidiary Shares" means all shares owned by a Charging Company in its Subsidiaries including the shares (if any) listed in Schedule 1 (Subsidiary Shares) or in any relevant Security Accession Deed.

"Target" means Coffee #1 Limited (a company incorporated under the laws of England with registered number 04027169).

"Vendor Loan Agreement" means the £1,473,165 loan agreement dated 6 February 2019 between the Vendor (as lender) and the Target (as borrower).

1.2 Construction

- (a) In this deed, unless a contrary intention appears, a reference to:
 - (i) words and expressions defined in the Intercreditor Agreement have the same meanings when used in this deed unless otherwise defined in this deed;
 - (ii) the principles of construction contained in clause 1.2 (Construction) of the Intercreditor Agreement apply equally to the construction of this deed, except that references to the Intercreditor Agreement will be construed as references to this deed;
 - (iii) any **"Charging Company"**, the **"Vendor"**, the **"Security Agent"** or any other person shall be construed so as to include its successors in title, permitted assignees and transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;
 - (iv) this **"deed"** includes any Security Accession Deed;
 - (v) **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **"loss"** shall be construed accordingly;
 - (vi) any clause or schedule is a reference to, respectively, a clause of and schedule to this deed and any reference to this deed includes its schedules.
- (b) A Declared Default is **"continuing"** if, in the case of an Event of Default, it has not been resolved by the Security Agent or, in the case of any Declared Default, otherwise ceased to be continuing in accordance with the relevant Debt Document;
- (c) The terms of the documents under which the Secured Obligations arise and of any side letters between any Charging Company and the Vendor relating to the Secured Obligations are incorporated in this deed to the extent required for any purported disposition of any Real Property contained in this deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (d) The parties intend that this document shall take effect as a deed, notwithstanding the fact that a party may only execute it under hand.

1.3 Third Party Rights

- (a) A Delegate will have the right to enforce the provisions of this deed which are given in its favour however the consent of a Delegate is not required for the rescission or variation of this deed.
- (b) Subject to paragraph (a), a person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this deed.

2. COVENANT TO PAY

Each Charging Company as primary obligor covenants with the Vendor that it will on demand pay the Secured Obligations when they fall due for payment in accordance with and in the manner provided for in the Acquisition Agreement.

3. CHARGING CLAUSE

3.1 Fixed Charges

Each Charging Company, as security for the payment and discharge of the Secured Obligations, charges in favour of the Vendor with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

(a) by way of second-ranking fixed charge:

- (i) all Subsidiary Shares and corresponding Distribution Rights;
- (ii) all Investments (other than Subsidiary Shares) and corresponding Distribution Rights;
- (iii) all Equipment;
- (iv) all Book Debts;
- (v) all Cash Collateral Accounts;
- (vi) all Intellectual Property;
- (vii) its goodwill and uncalled capital;
- (viii) to the extent not effectively assigned by clause 3.2 (Security Assignment), the Assigned Agreements;
- (ix) to the extent not effectively assigned by clause 3.2 (Security Assignment), the Insurances; and
- (x) to the extent not effectively assigned by clause 3.2 (Security Assignment), the Hedging Agreements,

in each case, subject only to the Lloyds Debenture.

3.2 Security Assignment

As further security for the payment and discharge of the Secured Obligations, each Charging Company assigns absolutely with full title guarantee, in each case, subject only to the Lloyds Debenture, in favour of the Vendor all its right, title and interest in the following assets and, in each case, all Related Rights:

- (a) the Assigned Agreements;
- (b) the Insurances; and
- (c) the Hedging Agreements,

provided that on payment or discharge in full of the Secured Obligations the Vendor will at the request and cost of the relevant Charging Company re-assign the relevant rights, title

and interest in the Assigned Agreements, the Insurances and the Hedging Agreements to that Charging Company (or as it shall direct).

3.3 Fixed Security

Clause 3.1 (Fixed Charges) and clause 3.2 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

3.4 Floating Charge

As further security for the payment and discharge of the Secured Obligations, each Charging Company charges with full title guarantee in favour of the Vendor by way of second-ranking floating charge all its present and future assets not effectively charged by way of fixed charge under clause 3.1 (Fixed Charges) or assigned under clause 3.2 (Security Assignment) and, in each case, all Related Rights, in each case, subject only to the Lloyds Debenture.

3.5 Conversion of Floating Charge

(a) Subject to paragraph (b) below, if:

- (i) a Declared Default has occurred and is continuing; or
- (ii) the Vendor is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy; or
- (iii) the Vendor reasonably considers that it is desirable to protect the priority of the security,

the Vendor may, by notice to any Charging Company, convert the floating charge created under this deed into a fixed charge as regards those assets which it specifies in the notice.

(b) The floating charge created under this deed may not be converted into a fixed charge solely by reason of the obtaining of a moratorium under section 1A of the Insolvency Act 1986 in relation to a Charging Company, or anything done with a view to obtaining such a moratorium.

3.6 Automatic Conversion of Floating Charge

If:

- (a) any Charging Company creates (or purports to create) any Security in breach of clause 6.2 (Negative Pledge) over any Floating Charge Asset; or
- (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset,

the floating charge created under this deed over the relevant Floating Charge Asset will automatically and immediately be converted into a fixed charge.

3.7 Intellectual Property Restricting Charging

(a) There shall be excluded from the charge created by clause 3.1 (Fixed Charges) and from the operation of clause 4 (Further Assurance) any Intellectual Property in which

a Charging Company has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) that Charging Company from creating any charge over its interest in that Intellectual Property (each an "**Excluded Intellectual Property**") until the relevant condition or waiver has been satisfied or obtained.

- (b) For each Excluded Intellectual Property, each relevant Charging Company undertakes to apply for the relevant consent or waiver of prohibition or condition as soon as practicable, and in any event no later than 30 days of the date of this deed (or, as the case may be, the date of the acquisition of the relevant Excluded Intellectual Property), and, in respect of any licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use its reasonable endeavours to obtain such consent as soon as possible and to keep the Vendor informed of the progress of its negotiations.
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property shall stand charged to the Vendor under clause 3.1 (Fixed Charges). If required by the Vendor, at any time following receipt of that waiver or consent, the relevant Charging Company will promptly execute a valid fixed charge or legal assignment in such form as the Vendor shall reasonably require.

3.8 Intercreditor Agreement

The parties acknowledge and agree that the terms of this deed and the security interests created are subject to the terms of the Intercreditor Agreement and, in particular, the ranking and priority of those security interests shall be determined in accordance with the Intercreditor Agreement.

4. FURTHER ASSURANCE

- (a) Each Charging Company shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Vendor may reasonably specify (and in such form as the Vendor may reasonably require in favour of the Vendor or its nominee(s)):
 - (i) to perfect the security created or intended to be created under or evidenced by this deed or for the exercise of any rights, powers and remedies of the Vendor, any Receiver or any Delegate provided by or pursuant to this deed or by law;
 - (ii) to confer on the Vendor security over any property and assets of that Charging Company located in any jurisdiction equivalent or similar to the security intended to be conferred by or pursuant to this deed; and/or
 - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the security created by this deed.
- (b) Each Charging Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Vendor by or pursuant to this deed.

5. REPRESENTATIONS AND WARRANTIES

5.1 Matters Represented

Each Charging Company represents and warrants to the Vendor as set out in clauses 5.2 (Intellectual Property) to 5.4 (Subsidiary Shares) on the date of this deed and on each day that any Secured Obligation is outstanding is repeated or deemed to be repeated.

5.2 Intellectual Property

Schedule 4 (Intellectual Property) identifies all Intellectual Property material to its business.

5.3 Assigned Agreements

- (a) all payments to it by any other party under any Assigned Agreement are not subject to any right of set-off or similar right;
- (b) subject to the Legal Reservations, each of its Assigned Agreements is its legally binding, valid and enforceable obligation;
- (c) it is not in default of any of its material obligations under any of its Assigned Agreements; and
- (d) its entry into and performance of this Deed will not conflict with the term of any of its Assigned Agreements.

5.4 Subsidiary Shares

It is the legal and beneficial owner of the Subsidiary Shares identified against its name in schedule 1 (Subsidiary Shares) (save in relation to those Subsidiary Shares which are held by a nominee for it, in which case it is the beneficial owner only of those Subsidiary Shares).

6. UNDERTAKINGS - GENERAL

6.1 Duration of Undertakings

All of the undertakings given in this deed are given from the date of this deed and for so long as any security constituted by this deed remains in force.

6.2 Negative Pledge

No Charging Company may create or agree to create or permit to subsist any Security or Quasi-Security (as defined under the Senior Facilities Agreement) over all or any part of the Charged Property except as permitted by and in accordance with the Senior Facilities Agreement or with the prior consent of the Security Agent.

6.3 Disposal Restrictions

No Charging Company may enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of all or any part of the Charged Property except as permitted by and in accordance with the Senior Facilities Agreement or, after the Senior Discharge Date only with the prior consent of the Vendor.

6.4 Preservation of Charged Property

- (a) Each Charging Company will observe and perform in all material respects all covenants and stipulations from time to time affecting the Charged Property, make all payments, carry out all registrations or renewals and generally take all steps which are necessary to preserve, maintain and renew when necessary or desirable all the Charged Property.
- (b) No Charging Company may vary any lease, licence, contract or other document relevant to its interest in any Charged Property where such variation would have a material adverse effect on the value of the relevant Charged Property or the rights of the Vendor.

- (c) Each Charging Company will enforce the due observance and performance of all covenants given for its benefit in relation to the Charged Property.

6.5 Documents Relating to Charged Property

After the Senior Discharge Date only:

- (a) without prejudice to any specific requirements in this deed for the delivery of documents, each Charging Company will promptly deliver to the Vendor all documents relating to the Charged Property which the Vendor from time to time reasonably requires.
- (b) the Vendor may retain any document delivered to it under this deed for so long as any security constituted by this deed remains in force and, if for any reason it returns any document to the relevant Charging Company (or its nominee) before that time, it may by notice to the relevant Charging Company require that the relevant document be redelivered to it and the relevant Charging Company shall promptly comply (or procure compliance) with that notice.

6.6 Power to Remedy

If a Charging Company fails to comply with any undertaking given in this deed and that failure is not remedied to the satisfaction of the Vendor within 21 days of the Vendor notifying the Obligors' Agent that remedy is required, it will allow (and irrevocably authorises) the Vendor, or any Delegate, to take any action on behalf of that Charging Company which is necessary to ensure that those covenants are complied with.

7. REAL PROPERTY SECURITY

7.1 Perfection of Real Property Security

After the Senior Discharge Date only:

- (a) each Charging Company will, promptly following the occurrence of a Declared Default which is continuing or (if later) acquisition of Real Property, deposit with the Vendor (or as it shall direct) certified copies of all deeds and documents of title relating to all Real Property in which it has an interest and, if those deeds and documents are with the Land Registry, will promptly deposit them with the Vendor (or as it shall direct) upon their release.
- (b) in relation to Real Property situated in England and Wales which is registered or registrable in the Land Registry, each Charging Company hereby irrevocably consents to the Vendor, following the occurrence of a Declared Default which is continuing, applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that Real Property in which it has an interest (including any unregistered properties subject to compulsory first registration at the date of this deed) on the prescribed Land Registry form and in the following or substantially similar terms:

"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 [●] referred to in the charges register. "
- (c) in respect of any part of the Charged Property title to which is registered at the Land Registry, each Charging Company certifies that the security created by this deed does not contravene any of the provisions of its articles of association.

8. INVESTMENTS

8.1 Investment Acquisitions

Each Charging Company will promptly notify the Vendor If it acquires, or enters any agreement to acquire, any Interest in an Investment.

8.2 Voting and Distribution Rights

- (a) Until a Declared Default occurs and is continuing, the relevant Charging Company may:
 - (i) receive and retain all dividends, distributions and other monies paid on or derived from the Investments; and
 - (ii) exercise all voting and other rights and powers attaching to the Investments provided that it may not exercise any such voting or other rights or powers in a manner which is inconsistent with any Senior Finance Document or Acquisition Agreement or which may be prejudicial to the interests of the Vendor under this deed.
- (b) On and after the occurrence of a Declared Default which is continuing, the relevant Charging Company will promptly pay all dividends, distributions and other monies paid on or derived from the Investments into a Cash Collateral Account.
- (c) At any time when any Investments are registered in the name of the Vendor or its nominee, the Vendor will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Investments are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Investments.

8.3 Perfection of Investments Security

After the Senior Discharge Date only, each Charging Company will promptly following the execution of this deed or (if later) acquisition of an Investment deposit with the Vendor (or as it shall direct) all stock and share certificates and other documents of title relating to the Investments in which it has an Interest together with stock transfer forms executed in blank and left undated on the basis that the Vendor shall be able to hold such documents of title and stock transfer forms until the Secured Obligations have been irrevocably and unconditionally discharged in full and shall be entitled, at any time, following the occurrence of a Declared Default which is continuing and for so long as it is continuing or if the Vendor reasonably considers that the security constituted by this deed is in jeopardy to complete, under its power of attorney given by clause 14 (Attorney) below, the stock transfer forms on behalf of the relevant Charging Company in favour of itself or its nominee(s).

8.4 Perfection of Uncertificated Investments Security

After the Senior Discharge Date only, each Charging Company will, in respect of the Uncertificated Investments in which it has an Interest:

- (a) promptly following the execution of this deed or (if later) acquisition of an Uncertificated Investment, procure that any Uncertificated Investments in which it has an Interest are transferred to:
 - (i) that Charging Company's Escrow Balance; or

(ii) (if the Vendor requires) a CREST account of the Vendor or its nominee; and

in relation to any Uncertificated Investments required to be transferred to its Escrow Balance, deliver an instruction to CREST identifying the Vendor (or, if the Vendor so requires, its nominee) as its escrow agent in respect of the relevant Escrow Balance; and

- (b) If required by the Vendor, promptly procure the conversion of all or the required part (as applicable) of the Uncertificated Investments in which it has an interest into certificated form and will deposit of all certificates and other documents of title in respect of such Uncertificated Investments in accordance with clause 8.3 (Perfection of Investments Security).

In this deed:

"CREST" means Euroclear UK & Ireland Limited (as operator of the CREST settlement system) or any successor operator for the time being;

"Escrow Balance" means the escrow balance of an account maintained with CREST; and

"Uncertificated Investments" means an Investment which is "uncertificated" within the meaning of the Uncertificated Securities Regulations 2001.

9. BOOK DEBTS

Each Charging Company will, as agent for the Vendor, and except to the extent the Vendor otherwise agrees, collect all Book Debts due to it, and pay the proceeds into a Collection Account forthwith on receipt.

10. BANK ACCOUNTS

10.1 Withdrawals

No Charging Company may withdraw all or any monies from time to time standing to the credit of a Cash Collateral Account, except as permitted by the Senior Facilities Agreement or, after the Senior Discharge Date only, with the prior consent of the Vendor.

10.2 Perfection of Bank Account Security

Each Charging Company will, promptly following execution of this deed or (if later) designation of a Bank Account as a Collection Account or Cash Collateral Account:

- (a) give notice (substantially in the form set out in Schedule 6 (Form of notice to Account Banks)) to each institution with which it holds any Collection Account or Cash Collateral Account (each an **"Account Bank"**), of the charges created by this deed over those accounts, and provide evidence satisfactory to the Vendor (acting reasonably) of the delivery of that notice; and
- (b) use reasonable endeavours to procure that each Account Bank promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Vendor.

11. INTELLECTUAL PROPERTY

11.1 Intellectual Property Acquisitions

Each Charging Company will promptly notify the Vendor if it creates, acquires, or enters any agreement to acquire, any interest in Intellectual Property which is of material value to its business.

11.2 Perfection of Intellectual Property Security

After the Senior Discharge Date only, each Charging Company appoints the Vendor as its agent to apply for the Vendor's interest in that Charging Company's Intellectual Property to be recorded on any of the following registers, in the Vendor's discretion:

- (a) the relevant Intellectual Property register of the UK Intellectual Property Office;
- (b) the relevant Intellectual Property register of the EU Office of Harmonization for the Internal Market; and
- (c) all other national, regional and international Intellectual Property registers.

12. HEDGING AGREEMENTS AND ASSIGNED AGREEMENTS

12.1 Performance and Maintenance of Agreements

Each Charging Company will:

- (a) duly perform all its obligations under the Hedging Agreements and Assigned Agreements;
- (b) enforce the due observance and performance of all covenants given for its benefit in relation to the Hedging Agreements and Assigned Agreements; and
- (c) not make or agree to make any amendments (except of a non-material and purely administrative nature) to, waive any of its rights under, or exercise any right to terminate any of the Hedging Agreements or Assigned Agreements, except:
 - (I) (In the case of the Hedging Agreements) as permitted by the Intercreditor Agreement;
 - (II) (In the case of the Assigned Agreements) as permitted by the Senior Facilities Agreement; or
 - (III) (In either case), after the Senior Discharge Date only, with the prior consent of the Vendor.

12.2 Proceeds of Hedging Agreements

Each Charging Company will collect all amounts payable to it under the Hedging Agreements and deal with those monies subject to any restrictions or requirements contained in the Intercreditor Agreement.

12.3 Proceeds of Assigned Agreements

Each Charging Company will, as agent for the Vendor, collect all amounts payable to it under the Assigned Agreements and forthwith pay those monies into such accounts (if any) as are required by the Senior Facilities Agreement.

12.4 Perfection of Agreements Security

After the Senior Discharge Date only:

- (a) other than in the circumstances described in paragraph (b) below, each Charging Company will, promptly following execution of this deed (or, in respect of any Assigned Agreement designated as such or Hedging Agreement entered into after the date of execution of this deed, promptly thereafter):

- (i) give notice (substantially in the form set out in part 1 of Schedule 5 (Forms of notice to counterparties of Assigned Agreements/Hedging Agreements)) to the other parties to the Assigned Agreements and Hedging Agreements of the security created by this deed over its interest therein and provide evidence satisfactory to the Vendor (acting reasonably) of the delivery of that notice; and
 - (ii) use reasonable endeavours to procure that each counterparty promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Vendor.
- (b) where a party to this deed is a counterparty to an Intra-Group Loan in existence at the time of creation of security over it by this deed, the execution of this deed by that party (in whatever capacity) will be treated as acknowledgement by it (in its capacity as counterparty to any relevant Intra-Group Loan of notice of the security created by this deed and its confirmation of the matters set out in part 1 of schedules 5 (Forms of notice to counterparties of Assigned Agreements/Hedging Agreements)).

13. INSURANCES

13.1 Proceeds of Insurances

Each Charging Company will collect all amounts payable to it under the Insurances and forthwith pay those monies into such accounts as are required by the Senior Facilities Agreement.

13.2 Perfection of Insurances Security

After the Senior Discharge Date only:

- (a) each Charging Company will, promptly following execution of this deed (or, in respect of any Insurances entered into after the date of execution of this deed, promptly thereafter):
 - (i) give notice (substantially in the form set out in part 2 of Schedule 5 (Form of notice to insurers)) to the other parties to the Insurances of the security created by this deed over its interest therein and provide evidence satisfactory to the Vendor (acting reasonably) of the delivery of that notice, and
 - (ii) use reasonable endeavours to procure that each counterparty promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Vendor.
- (b) each Charging Company will, promptly following request by the Vendor, deposit with the Vendor (or as it shall direct) all policy documents relating to the Insurances.

14. ATTORNEY

Each Charging Company, by way of security, irrevocably and severally appoints the Vendor, each Receiver and any person nominated for the purpose by the Vendor or any Receiver (in writing and signed by an officer of the Vendor or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, deliver and perfect any deed, agreement or other instrument and to do any act or thing:

- (a) which that Charging Company is required to do by the terms of this deed; and/or
- (b) which is for the purpose of enabling the exercise of any rights or powers conferred on the Vendor or any Receiver by this deed or by law,

- (c) and each Charging Company covenants with the Vendor and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

15. ENFORCEMENT

15.1 Exercise of Enforcement Powers

Subject to the Intercreditor Agreement, at any time after a Declared Default has occurred and is continuing:

- (a) the security created by or pursuant to this deed is immediately enforceable;
- (b) the Vendor may enforce all or any part of the security and take possession of and hold, sell or otherwise dispose and/or deal with all or any part of the Charged Property; and
- (c) the Vendor may exercise the power of sale and all other rights and powers conferred by this deed or by statute (as varied or extended by this deed) on the Vendor or on a Receiver, irrespective of whether the Vendor has taken possession or appointed a Receiver of the Charged Property.

15.2 Appointment of Receiver or Administrator

- (a) Subject to paragraph (d) below, at any time after a Declared Default has occurred and is continuing or, if so requested by the relevant Charging Company, the Vendor may by writing under hand appoint any person (or persons) to be a Receiver of all or any part of the Charged Property.
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this deed.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed.
- (d) The Vendor shall be entitled to appoint a Receiver save to the extent prohibited by section 72A of the Insolvency Act 1986.
- (e) A Receiver may not be appointed solely by reason of the obtaining of a moratorium under section 1A of the Insolvency Act 1986 in relation to a Charging Company, or anything done with a view to obtaining such a moratorium.

15.3 Appropriation

- (a) In this deed, "**financial collateral**" has the meaning given to that term in the Financial Collateral Arrangements (No. 2) Regulations 2003.
- (b) At any time after a Declared Default has occurred and is continuing, the Vendor may appropriate all or part of the financial collateral in or towards satisfaction of the Secured Obligations.
- (c) The Vendor must attribute a value to the appropriated financial collateral in a commercially reasonable manner.
- (d) Where the Vendor exercises its rights of appropriation and the value of the financial collateral appropriated differs from the amount of the Secured Obligations, as the case may be, either:
 - (i) the Vendor must account to the relevant Charging Company for, and return to the relevant Charging Company, the amount by which the value of the appropriated financial collateral exceeds the Secured Obligations; or

- (ii) the Charging Companies will remain liable to the Vendor for any amount whereby the value of the appropriated financial collateral is less than the Secured Obligations.

15.4 Restriction on Withdrawal of Dealing Authority

The Vendor shall not be entitled to give any notice referred to in paragraph 2(b) of the notice in the form of Schedule 6 (Form of notice to Account Banks) unless and until a Declared Default has occurred and is continuing or any of the circumstances described in clause 3.5 (Conversion of Floating Charge) or clause 3.6 (Automatic Conversion of Floating Charge) have arisen.

16. EXTENSION AND VARIATION OF STATUTORY POWERS

16.1 Statutory Powers

The powers conferred on mortgagees, receivers or administrative receivers by statute shall apply to the security created by this deed, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers conferred by statute and those contained in this deed, those contained in this deed shall prevail.

16.2 Section 101 LPA Powers

The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 shall arise on the date of this deed and for that purpose the Secured Obligations are deemed to have fallen due on the date of this deed.

16.3 Powers of Leasing

The Vendor may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

16.4 Restrictions Disapplied

The restrictions on the consolidation of mortgages and on exercise of the power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this deed.

17. STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER

17.1 Receiver as Agent

Each Receiver shall be the agent of the relevant Charging Company which shall be solely responsible for his or her acts or defaults, and for his or her remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Vendor will not be responsible for any misconduct, negligence or default of a Receiver.

17.2 Powers of Receiver

Each Receiver appointed under this deed shall have all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this deed), so that the powers set out in schedule 1 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the relevant Charging Company, each Receiver shall have power to:

- (a) develop, reconstruct, amalgamate or diversify any part of the business of the relevant Charging Company;
- (b) enter into or cancel any contracts on any terms or conditions;
- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not;
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Charged Property, without being responsible for loss or damage;
- (e) establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions;
- (f) make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances;
- (g) exercise all voting and other rights attaching to the Investments and stocks, shares and other securities owned by the relevant Charging Company and comprised in the Charged Property;
- (h) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Charging Company and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (i) appoint and discharge officers and others for any of the purposes of this deed and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit;
- (j) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Charging Company or relating to any of the Charged Property;
- (k) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any Real Property comprised in the Charged Property;
- (l) purchase or acquire any land or any interest in or right over land;
- (m) exercise on behalf of the relevant Charging Company all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Real Property; and
- (n) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this clause 17.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the relevant Charging Company for all such purposes,

and in each case may use the name of any Charging Company and exercise the relevant power in any manner which he may think fit.

17.3 Removal of Receiver

The Vendor may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

17.4 Remuneration of Receiver

The Vendor may from time to time fix the remuneration of any Receiver appointed by it. Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this deed.

17.5 Several Receivers

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this deed (unless the document appointing such Receiver states otherwise).

18. PROTECTION OF THIRD PARTIES

18.1 No Obligation to Enquire

No purchaser from, or other person dealing with, the Vendor, any Receiver or Delegate shall be obliged or concerned to enquire whether:

- (a) the right of the Vendor or any Receiver to exercise any of the powers conferred by this deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Secured Obligations remain outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

18.2 Receipt Conclusive

The receipt of the Vendor or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys or other consideration paid to or by the direction of the Vendor or any Receiver.

19. PROTECTION OF RECEIVER

19.1 [Intentionally left blank]

19.2 Delegation

The Vendor may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this deed to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Vendor will not be liable or responsible to any Charging Company or any other person for any losses arising from any act, default, omission or misconduct on the part of any Delegate.

19.3 No Liability

Neither the Vendor nor any Receiver or Delegate shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective

powers, unless caused by its or his or her gross negligence, wilful default, fraud or breach of any obligations under the Acquisition Agreement or this deed.

19.4 Possession of Charged Property

Without prejudice to clause 19.3 (No Liability), if the Vendor or any Delegate enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

20. APPLICATION OF ENFORCEMENT PROCEEDS

20.1 Order of Application

All proceeds of enforcement (whether cash or non-cash) received or recovered by the Vendor or any Receiver pursuant to this deed shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by the Intercreditor Agreement notwithstanding any purported appropriation by any Charging Company.

20.2 Suspense Account

- (a) Until the Secured Obligations are paid in full, the Vendor may place and keep (to the extent possible and for such time as it shall determine) any recoveries or other proceeds of enforcement (whether cash or non-cash) received pursuant to this deed or otherwise on account of any Charging Company's liability in respect of the Secured Obligations in an interest bearing separate suspense account, without having any obligation to apply all or any part of the same in or towards discharge of the Secured Obligations.
- (b) If the security created by this deed is enforced at a time when no amount is due under the Acquisition Agreement but at the time when amounts may or will become due, the Vendor may pay any recoveries or other proceeds of enforcement into a suspense account.

21. PROTECTION OF SECURITY

21.1 Continuing Security

This security is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other matter or thing.

21.2 Other Security

- (a) This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Vendor may now or after the date of this deed hold for any of the Secured Obligations.
- (b) This security may be enforced against each Charging Company without first having recourse to any other rights of the Vendor.

21.3 Cumulative Powers

- (a) The powers which this deed confers on the Vendor, and Delegate and any Receiver appointed under this deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate.

- (b) The Vendor, any Delegate or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever.
- (c) The respective powers of the Vendor, any Delegate and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

21.4 Amounts Avoided

If any amount paid by a Charging Company in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of the relevant Charging Company or otherwise, then for the purposes of this deed that amount shall not be considered to have been paid.

21.5 Discharge Conditional

If any discharge, release or arrangement (whether in respect of the obligations of any Charging Company or other Obligor, or in respect of any security for those obligations or otherwise) is made by the Vendor, any Delegate or the Receiver in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Charging Company under this deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

21.6 Liability of Charging Companies

- (a) Each Charging Company shall be deemed to be a principal debtor and the sole, original and independent obligor in respect of the Secured Obligations and the Charged Property shall be deemed to be a principal security for the Secured Obligations.
- (b) The liability of each Charging Company under this deed and the security created by this deed shall not be impaired by any forbearance, neglect, indulgence, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the Vendor, any Delegate or the Receiver or by any other act, event or matter whatsoever whereby the liability of the relevant Charging Company (as a surety only) or the charges contained in this deed (as secondary or collateral charges only) would, but for this provision, have been discharged.

21.7 Subsequent Security - Ruling-off Accounts

If the Vendor receives notice of any subsequent Security or other Interest affecting any of the Charged Property (except as permitted by the Senior Facilities Agreement) it may open a new account for the relevant Charging Company in its books. If it does not do so then (unless it gives express notice to the contrary to the Obligors' Agent), as from the time it receives that notice, all payments made by the relevant Charging Company to it shall (in the absence of any express appropriation to the contrary) be treated as having been credited to a new account of the relevant Charging Company and not as having been applied in reduction of the Secured Obligations.

21.8 Redemption of Prior Charges

The Vendor may, at any time after a Declared Default has occurred and is continuing, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Charging Company. Each Charging

Company will promptly upon demand pay to the Vendor all principal monies and interest and all losses incidental to any such redemption or transfer.

22. SET-OFF

- (a) While an Event of Default is continuing, the Vendor may set off any matured obligation due from a Charging Company under the Acquisition Agreement (to the extent beneficially owned by the Vendor) against any matured obligation owed by the Vendor to that Charging Company, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Vendor may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (b) If the relevant obligation or liability of a Charging Company is unliquidated or unascertained, the Vendor may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

23. CHANGES TO PARTIES

23.1 [Intentionally left blank]

23.2 Changes to Parties

Each Charging Company authorises and agrees to changes to parties under clause 20 (Changes to the Parties) of the Intercreditor Agreement and authorises the Vendor to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

23.3 Consent of Charging Companies

Each Charging Company consents to the accession to this deed of additional Charging Companies and irrevocably appoints the Obligors' Agent as its agent for the purpose of executing any Security Accession Deed on its behalf.

24. CURRENCY

24.1 Conversion

All monies received or held by the Vendor or any Receiver under this deed may be converted into any other currency which the Vendor considers necessary to discharge any obligations and liabilities comprised in the Secured Obligations in that other currency at the Vendor's spot rate of exchange then prevailing for purchasing that other currency with the existing currency.

24.2 No Discharge

No payment to the Vendor (whether under any judgment or court order or otherwise) shall discharge any obligation or liability in respect of which it was made unless and until the Vendor has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Vendor shall have a further separate cause of action in relation to the shortfall and shall be entitled to enforce the security constituted by this deed to recover that amount.

25. MISCELLANEOUS

25.1 Certificates Conclusive

A certificate or determination of the Vendor as to any amount or rate under this deed is, in the absence of manifest error, conclusive evidence of the matter to which it relates.

25.2 Invalidity of any Provision

If any provision of this deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

25.3 Counterparts

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

25.4 Failure to Execute

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

25.5 Covenant to Release

Once all the Secured Obligations have been paid in full and the Vendor has no any actual or contingent liability to advance further monies to, or incur liability on behalf of, any member of the Group, the Vendor shall, at the request and cost of each Charging Company, take any action which may be necessary to release the Charged Property from the security constituted by this deed.

26. GOVERNING LAW AND JURISDICTION

- (a) This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- (b) 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**").
- (c) The parties to this deed 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.

IN WITNESS whereof this deed has been duly executed and delivered on the above date first above written.

SCHEDULE 1

Subsidiary Shares

Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Storm Holdco Ltd	Storm Finance Co Ltd	100 ordinary shares £1.00 per share	

SCHEDULE 2

Part 1

[Intentionally left blank]

Part 2

Collection Accounts

[Intentionally left blank]

SCHEDULE 3
Assigned Agreements (Contracts)

None

SCHEDULE 4
Intellectual Property

None

SCHEDULE 5

Part 1

Form of notice to counterparties of Assigned Agreements/Hedging Agreements

To: **[insert name and address of counterparty]**

Dated: **[●]**

Dear Sirs

Re: [here identify the relevant Assigned Agreement/Hedging Agreement] (the "Agreement")

We notify you that **[insert name of Charging Company]** (the "**Charging Company**") has assigned to **[insert name of Vendor]** (the "**Vendor**") for the benefit of itself all its right, title and interest in the Agreement as security for certain obligations owed by the Charging Company and others to the Vendor, subject only to the Lloyds Debenture and the terms of the Intercreditor Agreement.

"Intercreditor Agreement" means the intercreditor agreement dated [●] and made between, among others, Parent, Borrower, the Debtors (as defined therein), Lloyds Bank plc as security agent, Lloyds Bank plc as senior agent, the Lenders, the Arranger and the Intra-Group Lenders (each as defined therein).

"Lloyds Debenture" means the first-ranking fixed and floating charge dated [●] granted by, among others, the Charging Company, in favour of Lloyds Bank plc.

We further notify you that:

1. the Charging Company may not amend or terminate the Agreement without the prior written consent of the Vendor;
2. you may continue to deal with the Charging Company in relation to the Agreement until you receive written notice to the contrary from the Vendor informing you that a Declared Default has occurred and is continuing. Thereafter, the Charging Company 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 Vendor;
3. you are authorised to disclose information in relation to the Agreement to the Vendor on request;
4. after receipt of written notice in accordance with paragraph 2 above, you must pay all monies to which the Charging Company is entitled under the Agreement direct to the Vendor (and not to the Charging Company) unless the Vendor otherwise agrees in writing; and
5. the provisions of this notice may only be revoked with the written consent of the Vendor.

Please sign and return the enclosed copy of this notice to the Vendor (with a copy to the Charging Company) by way of confirmation that:

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) you have not received notice that the Charging Company has assigned or charged its 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; and
- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Charging Company any right of set-off, counter-claim or other right relating to the Agreement.

The provisions of this notice are governed by English law.

Yours faithfully

.....

Name:

for and on behalf of

[Insert name of Charging Company]

[On acknowledgement copy]

To: [Insert name and address of Vendor]

Copy to: [Insert name and address of Charging Company]

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above.

.....

Name:

for and on behalf of

[Insert name of Counterparty]

Dated:

Part 2

Form of notice to insurers

To: **[insert name and address of insurance company]**

Dated: **[●]**

Dear Sirs

Re: [here identify the relevant insurance policy(ies)] (the "Policies")

We notify you that **[insert name of Charging Company]** (the "**Charging Company**") has assigned to **[insert name of Vendor]** (the "**Vendor**") for the benefit of itself all its right, title and interest in the Policies as security for certain obligations owed by the Charging Company and others to the Vendor, subject only to the Lloyds Debenture and the terms of the Intercreditor Agreement.

"Intercreditor Agreement" means the intercreditor agreement dated **[●]** and made between, among others, Parent, Borrower, the Debtors (as defined therein), Lloyds Bank plc as security agent, Lloyds Bank plc as senior agent, the Lenders, the Arranger and the Intra-Group Lenders (each as defined therein).

"Lloyds Debenture" means the first-ranking fixed and floating charge dated **[●]** granted by, among others, the Charging Company, in favour of Lloyds Bank plc.

We further notify you that:

1. the Charging Company may not amend or terminate the Policies without the prior written consent of the Vendor;
2. you may continue to deal with the Charging Company in relation to the Policies until you receive written notice to the contrary from the Vendor informing you that a Declared Default has occurred and is continuing. Thereafter, the Charging Company will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Vendor;
3. you are authorised to disclose information in relation to the Policies to the Vendor on request; and
4. the provisions of this notice may only be revoked with the written consent of the Vendor.

Please sign and return the enclosed copy of this notice to the Vendor (with a copy to the Charging Company) by way of confirmation that:

- (a) you agree to act in accordance with the provisions of this notice;
- (b) you will note the Vendor's interest as second-ranking chargee on the Policies;
- (c) after receipt of written notice in accordance with paragraph 2 above, you will pay all monies to which the Charging Company is entitled under the Policies direct to the Vendor (and not to the Charging Company) unless the Vendor otherwise agrees in writing;
- (d) you will not cancel or otherwise allow the Policies to lapse without giving the Vendor not less than 14 days' written notice;

- (e) you have not received notice that the Charging Company has assigned or charged its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party; and
- (f) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Charging Company, any right of set-off, counter-claim or other right relating to the Policies.

The provisions of this notice are governed by English law.

Yours faithfully

.....
Name:
for and on behalf of
[insert name of Charging Company]

[On acknowledgement copy]

To: ***[insert name and address of Vendor]***

Copy to: ***[insert name and address of Charging Company]***

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (f) above.

.....
Name:
for and on behalf of
[insert name of insurance company]

Dated:

SCHEDULE 6

Form of notice to Account Banks

To: **[Insert name and address of Account Bank]** (the "Account Bank")

Dated: **[●]**

Dear Sirs

Re: The Storm Group of Companies - Security over Bank Accounts

We notify you that the companies identified in the schedule to this notice (together with the Parent, the "Customers") have charged in favour of **[insert name of Vendor]** (the "Vendor") for the benefit of itself and certain other parties all their right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice (the "Charged Accounts") and to all interest (if any) accruing on the Charged Accounts, subject only to the Lloyds Debenture and the terms of the Intercreditor Agreement.

"Intercreditor Agreement" means the Intercreditor agreement dated **[●]** and made between, among others, Parent, Borrower, the Debtors (as defined therein), Lloyds Bank plc as security agent, Lloyds Bank plc as senior agent, the Lenders, the Arranger and the Intra-Group Lenders (each as defined therein).

"Lloyds Debenture" means the first-ranking fixed and floating charge dated **[●]** granted by, among others, the Charging Company, in favour of Lloyds Bank plc.

We Irrevocably authorise and instruct you:

- (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Vendor and to pay all or any part of those monies to the Vendor (or as it may direct) promptly following receipt of written instructions from the Vendor:
 - (i) *[Intentionally left blank]*
 - (ii) in respect of any Collection Account, notifying you that a Declared Default has occurred and is continuing; and
- (b) to disclose to the Vendor any information relating to the Customers and the Charged Accounts which the Vendor may from time to time request you to provide.

5. We also advise you that:

- (a) by counter-signing this notice the Vendor confirms that the Customers may make withdrawals from the Charged Accounts in the schedule below until such time as the Vendor shall notify you in writing that their permission is withdrawn. That permission may only be withdrawn or modified by the Vendor on its writing to you to notify you that a Declared Default has occurred and is continuing; and
- (b) the provisions of this Notice may only be revoked or varied with the prior written consent of the Vendor.

6. Please sign and return the enclosed copy of this notice to the Vendor (with a copy to the Parent) by way of your confirmation that:

- (a) you agree to act in accordance with the provisions of this notice;
- (b) you have not received notice that any Customer has assigned or charged its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party;
- (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Vendor; and
- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against any Customer, any right of set-off, counter-claim or other right relating to the Charged Accounts.

The provisions of this notice are governed by English law.

Schedule

Customer	Account Number	Sort Code
[●]	[●]	[●]

Yours faithfully,

.....
Name:
for and on behalf of
[Insert name of Obligors' Agent]
as agent for and on behalf of
all of the Customers

Counter-signed by

.....
Name:
for and on behalf of
[Insert name of Vendor]

[On acknowledgement copy]

To: **[Insert name and address of Vendor]**

Copy to: **[Insert name of Parent]** (on behalf of all the Customers)

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (d) above.

.....
Name:
for and on behalf of
[Insert name of Account Bank]

Dated:

SCHEDULE 7

Form of Security Accession Deed

THIS SECURITY ACCESSION DEED is made on [●]

BETWEEN:

- (1) [●] (a company incorporated in [●] with registered number ●) (the "**New Charging Company**");
- (2) [●] (a company incorporated in [●] with registered number ●) (the "**Obligors' Agent**") for itself and as agent for and on behalf of each of the existing Charging Companies; and
- (3) [●] as Vendor (the "**Vendor**").

RECITAL:

This deed is supplemental to a debenture dated ● between, inter alia, the Charging Companies named therein and the Vendor, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Debenture**").

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture have the same meaning when used in this deed.

1.2 Construction

Clause 1.2 (Construction) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGING COMPANY

2.1 Accession

The New Charging Company agrees to be a Charging Company for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Charging Company.

2.2 Covenant to Pay

The New Charging Company as primary obligor covenants with the Vendor that it will on demand pay the Secured Obligations when they fall due for payment in accordance with and in the manner provided for in the Acquisition Agreement.

2.3 Fixed Charges

The New Charging Company, as security for the payment and discharge of the Secured Obligations, charges in favour of the Vendor with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of second-ranking fixed charge:

- (i) all Subsidiary Shares and corresponding Distribution Rights (including as specified in schedule 1 (Subsidiary Shares));
- (ii) all Investments (other than the Subsidiary Shares) and corresponding Distribution Rights;
- (iii) all Equipment;
- (iv) all Book Debts;
- (v) all Cash Collateral Accounts (including as specified in Schedule 2 (Cash Collateral Accounts));
- (vi) all Intellectual Property (including as specified in Schedule 3 (Intellectual Property));
- (vii) its goodwill and uncalled capital;
- (viii) to the extent not effectively assigned by clause 3.2 (Security Assignment), the Assigned Agreements;
- (ix) to the extent not effectively assigned by clause 3.2 (Security Assignment), the Insurances; and
- (x) to the extent not effectively assigned by clause 3.2 (Security Assignment), the Hedging Agreements,

In each case, subject only to the Lloyds Debenture.

2.4 Security Assignment

As further security for the payment and discharge of the Secured Obligations, the New Charging Company assigns absolutely with full title guarantee, in each case, subject only to the Lloyds Debenture, in favour of the Vendor all its right, title and interest in the following assets and, in each case, all Related Rights:

- (a) the Assigned Agreements (including as specified in Schedule 3 (Assigned Agreements));
- (b) the Insurances (including as specified in Schedule 6 (Insurance Policies); and
- (c) the Hedging Agreements,

provided that on payment or discharge in full of the Secured Obligations the Vendor will at the request and cost of the New Charging Company re-assign the relevant rights, title and interest in the Assigned Agreements, the Insurances and the Hedging Agreements to the New Charging Company (or as it shall direct).

2.5 Fixed Security

Clause 3.1 (Fixed Charges) and clause 3.2 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

2.6 Floating Charge

As further security for the payment and discharge of the Secured Obligations, the New Charging Company charges with full title guarantee in favour of the Vendor by way of second-ranking floating charge all its assets, both present and future, not effectively charged by way of second-ranking fixed charge under clause 3.1 (Fixed Charges) or assigned under clause 3.2 (Security Assignment) and, in each case, all Related Rights, in each case, subject only to the Lloyds Debenture.

3. INCORPORATION INTO DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed.

4. CONSENT OF EXISTING CHARGING COMPANIES

The existing Charging Companies agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

5. NOTICES

The New Charging Company confirms that its address details for notices in relation to the Debenture are as follows:

Address: ☐

Facsimile: ☐

Attention: ☐

6. LAW

This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed (including any non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law.

IN WITNESS whereof this deed has been duly executed and delivered on the date first above written.

SIGNATORIES TO DEED OF ACCESSION

New Charging Company

Executed as a deed by)
[*insert name of company in bold and*)
upper case]:)
)

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Notice Details

Address:

Facsimile:

Attention:

Obligors' Agent

Signed for and on behalf of [*insert name*)
of Obligors' Agent in bold and upper)
case]:)
) Name:

The Vendor

Signed for and on behalf of [*insert*)
name of Vendor in bold and upper)
case]:) Name:

Notice Details

Address:

Facsimile:

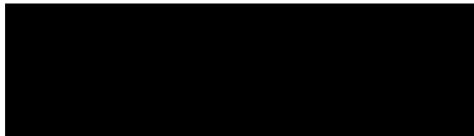
Attention:

SIGNATORIES TO DEBENTURE

Parent

Executed as a deed by
STORM HOLDCO LTD:

Signature of director



Name of director

B. J. Price

Signature of witness



Name of witness

JH STEWART

Address of witness



Occupation of witness

Chartered Accountant

Notice Details

Address: 9-15 Neal Street, London WC2H 9QL

Attention:



Borrower

Executed as a deed by
STORM FINANCE CO LTD:

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

[Redacted]

B. J Price

[Redacted]

JH STEWART

[Redacted]

qualified Accountant

Notice Details

Address: 9-15 Neal Street, London WC2H 9QL

Attention: [Redacted]

Charging Companies

Executed as a deed by
STORM HOLDCO LTD:

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

[Redacted Signature]

B. J. Price

[Redacted Signature]

JH STEWART

[Redacted Address]

CHARTERED ACCOUNTANT

Executed as a deed by
STORM FINANCE CO LTD:

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

[Redacted Signature]

B. J. Price

[Redacted Signature]

JH STEWART

[Redacted Address]

CHARTERED ACCOUNTANT

The Vendor

Signed for and on behalf of)
S.A. BRAIN & COMPANY LIMITED:)
)
)

.....
Name:

Notice Details

Address: _____

Facsimile: _____

Attention: _____