



**Registration of a Charge**

Company Name: **PROJECT ALPHA MIDCO LIMITED**

Company Number: **12481359**



Received for filing in Electronic Format on the: **01/07/2022**

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**Details of Charge**

Date of creation: **28/06/2022**

Charge code: **1248 1359 0001**

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

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

**Authentication of Form**

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

**Authentication of Instrument**

Certification statement: **WE 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: **OSBORNE CLARKE LLP**



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

Company number: 12481359

Charge code: 1248 1359 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th June 2022 and created by PROJECT ALPHA MIDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st July 2022 .

Given at Companies House, Cardiff on 6th July 2022

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



**Companies House**



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

We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.



Dated this 01 July 2022

Signed *Osborne Clarke LLP*

Osborne Clarke LLP  
One London Wall  
London  
EC2Y 5EB

## Share and intercompany loan security agreement

- (1) **Project Alpha Midco Limited** as the Original Chargor ("Midco")
- (2) **Santander UK plc** (as security trustee for each Group Member) (the "Lender")

Dated 28 June 2022

## Contents

1.	Definitions and interpretation.....	1
2.	Covenant to pay .....	5
3.	Security Assets.....	6
4.	Nature of Security.....	6
5.	Further assurances and protection of priority .....	8
6.	Representations and warranties.....	9
7.	Undertakings .....	11
8.	Enforcement and powers of the Lender .....	15
9.	Appointment of a Receiver or Administrator.....	16
10.	Powers of a Receiver .....	17
11.	Application of monies .....	17
12.	Protection of third parties.....	18
13.	Protection of the Lender .....	19
14.	Cumulative powers and avoidance of payments.....	19
15.	Ruling-off accounts.....	20
16.	Power of attorney .....	20
17.	Delegation .....	20
18.	Redemption of prior charges .....	20
19.	Miscellaneous .....	20
20.	Governing law.....	21
21.	Jurisdiction.....	21
	Schedule 1 .....	22
	Shares .....	22
	Schedule 2.....	23
	Form of notice.....	23
	Schedule 3.....	25
	Powers of Receiver .....	25

**This Deed** is made on 28 June 2022

**Between:**

- (1) **Project Alpha Midco Limited** as the Original Chargor; and
- (2) **Santander UK plc** as security trustee for each Group Member (the "**Lender**").

**This Deed** witnesses as follows:

1. **Definitions and interpretation**

1.1 **Definitions**

Unless otherwise defined in this Deed, terms defined in the Facilities Agreement shall have the same meanings when used in this Deed and the following definitions shall apply:

**"Access Acquisition Agreement"** means the share purchase agreement entered into between the Sellers (as defined therein) and the Parent in respect of the purchase of the entire issued share capital of the Target (as defined therein) dated 3 March 2020.

**"Access Disclosure Letter"** has the meaning given to the term Disclosure Letter in the Access Acquisition Agreement.

**"Acquisition Documents"** means the Access Acquisition Agreement, the DBS Acquisition Agreement, the Access Disclosure Letter, the DBS Disclosure Letter and any other document designated as an "Acquisition Document" by the Lender and the Parent.

**"Collateral Liabilities"** in relation to any Intercompany Loan Agreement means:

- (a) any claim for damages or restitution in the event of rescission of any such liabilities or otherwise in connection with an Intercompany Loan Agreement;
- (b) any claim against the Parent flowing from any recovery by the Parent of a payment or discharge in respect of an Intercompany Loan Agreement on the grounds of preference or otherwise; and
- (c) any amounts (including post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

**"DBS Acquisition Agreement"** means the share purchase agreement entered into between the Sellers (as defined therein) and Armstrong Learning Limited in respect of the purchase of the entire issued share capital of DBS Music UK Holdings Limited dated 3 August 2021.

**"DBS Disclosure Letter"** has the meaning given to the term Disclosure Letter in the DBS Acquisition Agreement.

**"Derivative Asset"** means all allotments, rights, benefits and advantages (including all voting rights) at any time accruing, offered or arising in respect of or incidental to any asset and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of an asset.

**"Event of Default"** means any event or circumstance specified as such in clause 25 (*Events of Default*) of the Facilities Agreement.

**"Facilities Agreement"** means an agreement dated on or around the date of this deed and made between, amongst others, (1) the Lender (as original lender) and (2) the parties listed

therein as Obligors pursuant to which the Lender has made available certain loan facilities, as the same may be amended, novated, supplemented, extended or restated from time to time.

**"Finance Documents"** means the Finance Documents and Hedging Agreements, in each case as defined in the Facilities Agreement and in each case as amended, novated, supplemented, extended or restated from time to time.

**"Financial Indebtedness"** means any indebtedness for or in respect of:

- (a) monies borrowed and debit balances at banks or other financial institutions;
- (b) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent);
- (c) any note purchase facility or the issue of bonds (but not Trade Instruments), notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of Finance Leases;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis and meet any requirement for de-recognition under the Accounting Principles);
- (f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account);
- (g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of (i) an underlying liability (but not, in any case, Trade Instruments) of an entity which is not a member of the Group which liability would fall within one of the other paragraphs of this definition or (ii) any liabilities of any member of the Group relating to any post-retirement benefit scheme;
- (h) any amount raised by the issue of shares which are redeemable (other than at the option of the issuer) before the latest scheduled Termination Date or are otherwise classified as borrowings under the Accounting Principles);
- (i) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 90 days after the date of supply;
- (j) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under the Accounting Principles; and
- (k) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (j).

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

**"Group Member"** means each of Santander and its Affiliates for the time being.

**"Intercompany Loan Agreement"** means (i) the loan agreement between the Chargor and Midco dated 4 March 2020 and (ii) any other agreement, in whatever form, existing at the date of the Deed or in the future and evidencing all present and future sums, liabilities and obligations whatsoever (actual or contingent) payable, owing, due or incurred by the Parent to Midco,

together with any Collateral Liabilities relating thereto and any Related Rights in respect of the foregoing.

**"Investment"** means any present or future stock, share, debenture, loan stock, interest in any investment fund and any other present or future security (whether or not marketable) whether owned directly or by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf, including any Derivative Asset and any Related Rights in respect of any of the foregoing.

**"Investor Loan Note Documents"** means the Investor Loan Notes and Investor Loan Note Instruments and any other documents entered into pursuant to any of them.

**"Investor Loan Note Instruments"** means the A1 loan note instrument dated 4 March 2020 and A2 loan note instrument dated 4 March 2020 as amended and restated on 3 August 2021 pursuant to which the Investor Loan Notes are, or are to be, constituted and as amended and restated on or around the date of this Deed.

**"Investor Loan Notes"** means the £16,701,229 A1 10 per cent subordinated unsecured loan notes due 2028 and £6,225,870 A2 10 percent subordinated unsecured loan notes due 2028 which accrue and compound quarterly and any payment in kind notes of Midco issued in accordance with the Investor Loan Note Documents.

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

**"Loan Notes"** means the Investor Loan Notes and the Manager Loan Notes.

**"Manager Loan Note Documents"** means the Manager Loan Notes and Manager Loan Note Instrument in agreed form and any other documents entered into pursuant to any of them.

**"Manager Loan Note Instrument"** means the instrument dated 4 March 2020 as amended and restated on 3 August 2021 pursuant to which the Manager Loan Notes are constituted and as amended and restated on or around the date of this Deed.

**"Manager Loan Notes"** means the £10,809,646 10 per cent subordinated unsecured B loan notes due 2028 which accrue and compound quarterly and any payment in kind notes of Midco issued in accordance with the Manager Loan Note Documents.

**"Material Adverse Effect"** means any event of series or events which has a material adverse effect on:

- (a) the business, operations or financial condition of the Group taken as a whole; or
- (b) the ability of the Obligors (taken as a whole and taking into account the financial resources of the Group) to perform their payment obligations under the Finance Documents; or
- (c) subject to the Legal Reservations and the Perfection Requirements, the validity or enforceability of, or the effectiveness or ranking of any Security granted or purporting to be granted pursuant to any of, the Finance Documents or the rights or remedies of the Lender under any of the Finance Documents.

**"Parent"** means Project Alpha Bidco Limited, a company incorporated in England (registered company number 12481600) with its registered office at C/O Dpc Stone House, 55 Stone Road Business Park, Stoke-On-Trent, Staffordshire, England, ST4 6SR.

**"Party"** means a party to this Deed.

**"PSC Enforcement Notice"** means in the case of a PSC Entity that is a company a warning notice or restriction notice (each as defined in Schedule 1B paragraph 1 (2) of the Companies Act 2006) or in the case of a PSC Entity that is a limited liability partnership a warning or

restriction notice as so defined in that Schedule as applied to limited liability partnerships by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009.

**"PSC Entity"** means, as at the date of this Deed, Project Alpha Topco Limited and any company or other entity the shares or other interests in which form part of the Security Assets.

**"PSC Information Request"** means in the case of a PSC Entity that is a company a notice issued under s790D (2) or (5) of the Companies Act 2006 or in the case of a PSC Entity that is a limited liability partnership a notice issued under those sections of that Act as modified and applied to limited liability partnerships by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009.

**"Receiver"** means a receiver or receiver and manager of the whole or any part of the Security Assets.

**"Related Rights"** means, where used in relation to an asset, the following:

- (a) the proceeds of sale and/or other realisation of that asset (or any part thereof or interest therein); and
- (b) all Security, Authorisations, options, agreements, rights, benefits, indemnities, guarantees, warranties or covenants for title in respect of such asset.

**"Santander"** means Santander UK plc, registered in England and Wales with number 2294747 and whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN.

**"Secured Liabilities"** means all present and future liabilities and obligations at any time due, owing or incurred by the Chargor and/or the Obligors to the Lender (or any of its Affiliates) whether under any Finance Document or otherwise, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

**"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 Assets"** means:

- (a) the assets mortgaged, charged or assigned by way of security to the Lender by this Deed; and
- (b) any assets held on trust by the Chargor for the Lender.

**"Security Period"** means the period from the date of this Deed until the date on which the Lender has determined (acting reasonably) that all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full and that no commitment is outstanding.

**"Shares"** means:

- (a) the shares described in Schedule 1 (*Shares*);
- (b) any shares issued by the Parent to the Chargor after the date of this Deed;
- (c) all Derivative Assets in relation to the shares referred to in paragraph (a); and
- (d) all Related Rights in respect of paragraphs (a) to (b) (inclusive).

**"Shareholders' Agreement"** means the investment agreement dated 3 March 2020 as amended by a deed of variation dated 6 August 2021 and made between (amongst others) Apiary, the managers named therein, the Parent and Midco.



**"Subsidiary"** means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 and/or a subsidiary within the meaning of section 1159 of the Companies Act 2006.

**"Topco"** means Project Alpha Topco Limited, a company registered in England and Wales with registration number 12480649.

**"Transaction Documents"** means the Finance Documents, the Acquisition Documents, the Shareholders' Agreement, the Loan Note Documents and the means the memorandum and articles of association for each of Midco and Topco.

## 1.2 **Construction**

- (a) Unless a contrary intention appears, sub-clause 0 and sub-clause 1.4 (*Third party rights*) of the Facilities Agreement apply to this Deed, and shall be deemed to be incorporated into this Deed, mutatis mutandis, as though set out in full in this Deed, with any reference to **"this Agreement"** being deemed to be a reference to **"this Deed"**, subject to any other necessary changes.
- (b) Any references to the Lender or any Receiver shall include its Delegate.
- (c) Unless a contrary indication appears, references to clauses and schedules are to clauses and schedules to this Deed and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear.

## 1.3 **Implied covenants for title**

The obligations of the Chargor under this Deed shall be in addition to the covenants for title deemed to be included in this Deed by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

## 1.4 **Effect as a Deed**

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

## 1.5 **Trusts**

- (a) The perpetuity period for any trusts created by this Deed is 125 years.
- (b) All Security and dispositions made or created, and all obligations and undertakings contained, in this Deed to, in favour of or for the benefit of the Lender are made, created and entered into in favour of the Lender as security trustee for each Group Member.

## 1.6 **Finance Document**

This Deed is a Finance Document.

## 2. **Covenant to pay**

- (a) The Chargor as primary obligor covenants with the Lender (for itself and as security trustee for the Group Members) that it will on demand pay to the Lender the Secured Liabilities when the same fall due for payment.
- (b) All payments to be made under this Deed by the Chargor shall be made free and clear of any deduction for or on account of any set-off or counterclaim or any present or future Taxes, levies, imposts, charges, deduction or withholdings of any nature whatsoever. If the Chargor shall be compelled by law to make any deduction or withholding from any payment to the Lender, the amount of the payment due from the Chargor shall be

increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Lender receives and retains (free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received and so retained had not such deduction or withholding been made or required to be made.

### 3. **Security Assets**

#### 3.1 ***Fixed charges***

The Chargor, as security for the payment of the Secured Liabilities, charges in favour of the Lender, with full title guarantee, by way of first fixed charge,

- (a) all Shares; and
- (b) all other Investments.

#### 3.2 ***Security assignment***

As security for the payment of the Secured Liabilities, the Chargor assigns, by way of security, with full title guarantee to the Lender all its rights, title and interest in each Intercompany Loan Agreement and all Related Rights in respect thereof.

#### 3.3 ***Limited Recourse***

Notwithstanding clause 2 (*Covenant to pay*):

- (a) the liability of the Chargor to the Lender under clause 2 (*Covenant to pay*) shall be:
  - (i) limited in aggregate to an amount equal to that recovered by the Lender as a result of the enforcement of this Deed with respect to the Security Assets; and
  - (ii) satisfied only from the proceeds of sale or other disposal or realisation of the Security Assets pursuant to this Deed; and
- (b) the Lender shall not have any recourse under clause 2 (*Covenant to pay*) to any assets of the Chargor other than the Security Assets,

**provided that** nothing in this sub-clause shall limit the recourse of the Lender to the Chargor in respect of any breach by the Chargor of any obligation (other than clause 2 (*Covenant to pay*)) or representation given by the Chargor under this Deed.

#### 3.4 ***No consent***

- (a) Notwithstanding that this Deed purports to secure and secures the Chargor's rights, title and interest in and to the Intercompany Loan Agreement, nothing in this Deed shall permit the same to be incurred or subsist. Whether or not each (or any) Intercompany Loan Agreement shall be permitted to be incurred or subsist shall continue to be regulated by the terms of the other Finance Documents.
- (b) Notwithstanding that this Deed purports to secure and secures the Chargor's rights, title and interest in and to the Shares, nothing in this Deed shall permit the issuance of further shares of the Parent. Whether or not any issuance of shares of the Parent shall be permitted to be occur shall continue to be regulated by the terms of the other Finance Documents.

### 4. **Nature of Security**

#### 4.1 ***Continuing security***

- (a) The Security created by this Deed is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or any other matter or thing.
- (b) If any purported obligation or liability of any Obligor to the Lender which if valid would have been the subject of any obligation or charge created by this Deed is or becomes unenforceable, invalid or illegal on any ground whatsoever whether or not known to any Lender, the Chargor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Chargor was the principal debtor in respect thereof. The Chargor agrees to keep the Lender fully indemnified against all damages, losses, costs and expenses arising from any failure of any Obligor to carry out any such purported obligation or liability.
- (c) The obligations and liabilities of the Chargor under this Deed will not be affected by any act, omission, matter or thing which, but for this paragraph, would reduce, release or prejudice any of its obligations or liabilities under this Deed (without limitation and whether or not known to any Lender) including:
  - (i) any time, waiver or consent granted to, or composition with, any Obligor or other person;
  - (ii) the release of any Obligor or any other person under the terms of any composition or arrangement with any creditor of any person;
  - (iii) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over any assets of any Obligor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
  - (iv) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
  - (v) any amendment (however fundamental) or replacement of any Finance Document or any other document or Security;
  - (vi) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security; or
  - (vii) any insolvency or similar proceedings.
- (d) Until the Security Period has ended and unless the Lender otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed:
  - (i) to be indemnified by any other Obligor (including any rights it may have by way of subrogation);
  - (ii) to claim any contribution from any guarantor of any other Obligor of the obligations under the Finance Documents;
  - (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of the Lender or any Lender under any Finance Document or of any other guarantee or Security taken pursuant to, or in connection with, the Finance Documents;
  - (iv) to claim, rank, prove or vote as a creditor of any other Obligor or its estate in competition with the Lender or any Lender; and/or

- (v) receive, claim or have the benefit of any payment, distribution or security from or on account of any other Obligor, or exercise any right of set-off against any other Obligor.
- (e) The Chargor shall hold on trust for and immediately pay or transfer to the Lender any payment or distribution or benefit of Security received by it contrary to this sub-clause.
- (f) The Chargor waives any right it may have of first requiring the Lender to proceed against or enforce any other rights or Security or claim payment from any person before claiming from an Obligor under a Finance Document. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.
- (g) Until the Security Period has ended, the Lender may refrain from applying or enforcing any other monies, Security or rights held or received by the Lender in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same.
- (h) The Chargor expressly confirms that it intends that the Security constituted by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Secured Liabilities as a result of the amendment and/or restatement of the Facilities Agreement and/or any of the other Finance Documents and/or any additional facility or amount which is made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

#### 4.2 **Non-merger of Security**

The Security created by this Deed is to be in addition to and shall neither be merged with nor in any way exclude or prejudice or be affected by any other Security or other right which the Lender may now or after the date of this Deed hold for any of the Secured Liabilities, and this Deed may be enforced against the Chargor without first having recourse to any other rights of the Lender.

### 5. **Further assurances and protection of priority**

#### 5.1 **General**

- (a) The Chargor shall, at its own expense, promptly do all such acts or execute all such documents (including transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require in favour of the Lender or its nominee(s)):
  - (i) to perfect or protect the Security created or intended to be created under, or evidenced by, this Deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this Deed) or for the exercise of any rights, powers and remedies of the Lender provided by or pursuant to this Deed or by law;
  - (ii) to confer on the Lender, Security over any assets of the Chargor, located in any jurisdiction, equivalent or similar to the Security intended to be conferred by or pursuant to this Deed and, pending the conferring of such Security, hold such assets upon trust (or in any manner required by the Lender) for the Lender; and/or

- (iii) to facilitate the realisation or enforcement of the assets which are, or are intended to be, the subject of the Security created, or intended to be created, by this Deed.
- (b) The Chargor shall take all such action (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 Lender by or pursuant to this Deed.

## 5.2 **Notices**

The Chargor shall, on the date of this Deed, give notice of the assignment of each Intercompany Loan Agreement to the Parent in the form set out in Schedule 2 (*Form of notice*), and shall procure that the Parent executes and delivers to the Lender on the date of the Deed an acknowledgement of that notice in the relevant form scheduled to this Deed or in such other form as the Lender may require.

## 6. **Representations and warranties**

The Chargor makes the representations and warranties listed below in favour of each of the Lender.

### 6.1 **Status**

- (a) It is a limited liability company, duly incorporated and validly existing under the laws of England and Wales.
- (b) It has the power to own its assets and carry on its business as it is being conducted.

### 6.2 **Binding obligations**

- (a) The obligations expressed to be assumed by it in the Transaction Documents to which it is a party are legal, valid, binding and enforceable obligations.
- (b) The security interests which this Deed purports to create are (or will be upon execution and delivery) valid and effective.

### 6.3 **Non-conflict with other obligations**

The entry into and performance by it of, and the transactions contemplated by, the Transaction Documents to which it is a party do not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.

### 6.4 **Power and authority**

- (a) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Transaction Documents to which it is or will be a party and the transactions contemplated by those Finance Documents.
- (b) No limit on its powers will be exceeded as a result of the grant of security contemplated by the Transaction Documents to which it is a party.

### 6.5 **Validity and admissibility in evidence**

All Authorisations required or desirable:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Transaction Documents to which it is a party; and
- (b) make the Transaction Documents to which it is a party admissible in evidence in England and Wales,

have been obtained or effected and are in full force and effect.

#### 6.6 **Governing law and enforcement**

- (a) The choice of governing law of the Transaction Documents to which it is a party will be recognised and enforced in England and Wales.
- (b) Any judgment obtained in relation to a Finance Document to which it is a party in the jurisdiction of the governing law of that Finance Document will be recognised and enforced in its England and Wales.

#### 6.7 **Insolvency**

No:

- (a) corporate action, legal proceeding or other procedure or step described in clause 26.7(a) (*Insolvency proceedings*) of the Facilities Agreement; or
- (b) creditors' process described in clause 26.8 (*Creditors' process*) of the Facilities Agreement,

has been taken or, to the knowledge of the Chargor, threatened in relation to it; and none of the circumstances described in clause 26.6 (*Insolvency*) of the Facilities Agreement applies to it.

#### 6.8 **No Default**

- (a) No Event of Default and, on the date of this Deed, no Default is continuing or is reasonably likely to result from the entry into, the performance of, or any transaction contemplated by, the Transaction Documents to which it is a party.
- (b) No other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or termination event (however described) under any other agreement or instrument which is binding on it has or is reasonably likely to have a Material Adverse Effect.

#### 6.9 **No proceedings**

- (a) No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which, if adversely determined, are reasonably likely to have a Material Adverse Effect have (to the best of its knowledge and belief (having made due and careful enquiry)) been started or threatened against it.
- (b) No judgment or order of a court, arbitral body or agency which is reasonably likely to have a Material Adverse Effect has (to the best of its knowledge and belief (having made due and careful enquiry)) been made against it.

#### 6.10 **Security Assets**

- (a) It is the sole legal and beneficial owner of the Security Assets with the right to transfer with full title guarantee all or any part of the Security Assets and has good marketable title to the Security Assets.

- (b) Schedule 1 (*Shares*) identifies all the shares in respect of the Issuer beneficially owned by the Chargor at the date of this Deed and this represents all of the issued share capital of the Chargor as at the date of this Deed.

#### 6.11 ***Ranking***

The Security granted over the Security Assets has or will have first ranking priority and it is not subject to any prior ranking or pari passu ranking Security.

#### 6.12 ***Centre of main interests***

For the purposes of Regulation (EU) 2015/848 of 20 May 2015 on insolvency proceedings (recast) (the "**Regulation**"), its centre of main interest (as that term is used in Article 3(1) of the Regulation) is situated in England and Wales.

#### 6.13 ***Investments and Shares***

- (a) All Investments and the Shares are fully paid and none are subject to any option to purchase or similar rights.
- (b) It has not appointed any nominee to exercise or enjoy all or any of its rights in relation to the Investments or the Shares.
- (c) The constitutional documents of the Parent do not and could not restrict or prohibit any transfer of those shares on creation or on enforcement of that Security.

#### 6.14 ***No breach of laws***

It has not breached any law or regulation which breach has or is reasonably likely to have a Material Adverse Effect.

#### 6.15 ***Anti-corruption***

It has conducted its businesses in compliance with applicable anti-corruption laws and has instituted and maintained policies and procedures designed to promote and achieve compliance with such laws.

#### 6.16 ***Repetition***

The representations in this clause are deemed to be made by the Chargor by reference to the facts and circumstances then existing on the date of each Utilisation Request, on each Utilisation Date and on the first day of each Interest Period.

### 7. ***Undertakings***

#### 7.1 ***Duration of undertakings***

The Chargor undertakes to the Lender in the terms of this clause for the duration of the Security Period.

#### 7.2 ***General undertakings***

- (a) *Negative pledge and disposal restrictions (Security Assets)*
  - (i) It will not create or agree to create or permit to subsist or arise any Security over all or any part of the Security Assets; or
  - (ii) sell, transfer, lend or otherwise dispose of all or any part of the Security Assets or agree or attempt to do the same,

except with the prior written consent of the Lender.

(b) *Deposit of documents*

It will deposit with the Lender on the date of this Deed, or if later, on the date of acquisition by the Chargor of any Shares or Investments (of, if applicable, on a change in the directors, secretary or alternative directors of the Chargor during the continuance of this Deed):

- (i) to the extent that the relevant documents have not been deposited with a clearance system, settlement system or custodian acceptable to the Lender, all share certificates or other documents of title (or documents evidencing title or the right to title) and agreements relating to a Security Asset;
- (ii) any stock transfer forms or other instruments of transfer duly completed to the Lender's satisfaction; and
- (iii) any other document which the Lender may require for the purposes of perfecting the Security created by this Deed.

(c) *Negative pledge (other)*

- (i) It will not create or permit to subsist any Security over any of its assets.
- (ii) It will not:
  - (A) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group;
  - (B) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
  - (C) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
  - (D) enter into any other preferential arrangement having a similar effect,
 

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

(d) *Financial Indebtedness*

It will not incur or allow to remain outstanding any Financial Indebtedness, save as incurred pursuant to the Loan Notes or otherwise permitted by the Facilities Agreement.

(e) *Compliance with laws*

It shall at all times comply with all laws and regulations applicable to it and will obtain and maintain in full force and effect all Authorisations which may at any time be required with respect to any of the Security Assets.

(f) *Information*

It shall supply promptly to the Lender such information in relation to the Security Assets as the Lender may request.

(g) *Authorisations*



The Chargor shall promptly:

- (i) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (ii) after the Lender's request, supply certified copies to the Lender of,
  - any Authorisation required under any law or regulation of a Relevant Jurisdiction to:
    - (A) enable it to perform its obligations under the Finance Documents to which it is a party;
    - (B) ensure the legality, validity, enforceability or admissibility in evidence of any Finance Document to which it is a party; and
    - (C) enable it to carry on its business where failure to do so has or is reasonably likely to have a Material Adverse Effect.

### 7.3 ***Dealings with Investments and the Shares***

#### (a) *Exercise of rights*

- (i) Prior to an Event of Default which is continuing, it may exercise or refrain from exercising (or direct the same) any of the powers or rights conferred upon or exercisable by the legal or beneficial owner of the Investments or the Shares unless such exercise or refrain from exercising (or direction to do the same):
  - (A) breaches, or might reasonably be expected to breach, any term of the Facilities Agreement or the Intercreditor Agreement; or
  - (B) would, or might reasonably be expected to, have an adverse effect on the value of any of the Security Assets or otherwise prejudice any Transaction Security; or
  - (C) would, or might reasonably be expected to, affect any rights or powers of the Chargor arising from its legal or beneficial ownership of the Investments or the Shares.
- (ii) At any time when an Event of Default is continuing, it shall not, without the prior written consent of the Lender, exercise or refrain from exercising (or direct the same) any of the powers or rights conferred upon or exercisable by the legal or beneficial owner of the Investments or the Shares.

#### (b) *Registration of transfers*

If requested by the Lender at any time when an Event of Default is continuing, it shall procure that all Investments and Shares which are in registered form are duly registered in the name of the Lender or its nominee once a transfer relating to those Investments and Shares is presented for that purpose.

#### (c) *Clearance system etc*

If requested by the Lender at any time when an Event of Default is continuing, it shall instruct any clearance system, settlement system, custodian or similar person to transfer any Investments then held by any such person or its or some nominee's account to the account of the Lender (or its nominee) with such clearance system (or as otherwise required by the Lender).

#### (d) *Acquisition and Calls*

It shall

- (i) not, without the prior written consent of the Lender, acquire any Investments or Shares unless they are fully paid;
- (ii) promptly notify the Lender of the acquisition of any Investment or Shares;
- (iii) duly and promptly pay all calls, instalments or other payments which may be due and payable in respect of any Investments or Shares and, for the avoidance of doubt, no Lender shall incur any liability in respect of any amounts due from the Chargor in respect of any Investments or Shares.

(e) *Dividends*

At any time when an Event of Default is continuing, it shall immediately pay all dividends or other monies received by it in respect of the Investments and the Shares to the Lender, or as the Lender may direct.

(f) *Nominees*

It shall not appoint any nominee to exercise or enjoy all or any of its rights in relation to the Investments or the Shares.

#### 7.4 ***Dealings with Intercompany Loan Agreements***

(a) The Chargor shall

- (i) take all reasonable and practical steps to preserve and enforce its rights and pursue any claims and remedies arising under any Intercompany Loan Agreement; and
- (ii) unless the Lender agrees otherwise, comply with the terms of any Intercompany Loan Agreement and any other document, agreement or arrangement comprising the Security Assets.

(b) The Chargor shall not amend, vary, novate, supplement, supersede, waive or terminate any term of an Intercompany Loan Agreement except as permitted by the Facilities Agreement or with the prior written consent of the Lender.

(c) When an Event of Default is continuing, the Chargor shall ensure that all money payable to, or other property receivable by, the Chargor under or in relation to the Security Assets is paid or delivered to the Lender (or that the Chargor pays over or delivers such amounts to the Lender) to be applied in accordance with the Intercreditor Agreement.

#### 7.5 ***Pari passu ranking***

The Chargor shall ensure that at all times the Security granted over the Security Assets has first ranking priority and it is not subject to any prior ranking or pari passu ranking Security.

#### 7.6 ***Centre of main interests***

The Chargor shall take all steps necessary to maintain its centre of main interests for the purpose of the Regulation in England and Wales.

#### 7.7 ***Notification of default***

The Chargor shall notify the Lender of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.

#### 7.8 ***PSC Register***

- (a) The Chargor shall immediately notify the Lender if any PSC Information Request is issued to it and shall:
  - (i) comply with each such PSC Information Request or provide a valid reason for non-compliance;
  - (ii) provide the Lender with a copy of each such PSC Information Request.
- (b) The Chargor shall immediately notify the Lender if any PSC Enforcement Notice is issued to such Chargor in respect of any PSC Entity and shall provide the Security Trustee with a copy of each such PSC Enforcement Notice.

## 7.9 **Power to remedy**

If the Chargor fails to comply with any covenant set out in sub-clauses 7.2 (*General undertakings*) to sub-clause 7.4 (*Dealings with Intercompany Loan Agreements*) (inclusive), it will allow (and irrevocably authorises) the Lender or any Receiver to take any action on its behalf which the Lender or the Receiver deems necessary or desirable to ensure compliance with those covenants. The Chargor shall reimburse to the Lender and/or any Receiver, on demand, all amounts expended by the Lender or any Receiver in remedying such failure together with interest in accordance with clause 12.3 (*Default Interest*) of the Facilities Agreement from the date of payment by the Lender or Receiver (as the case may be) until the date of reimbursement.

## 8. **Enforcement and powers of the Lender**

### 8.1 **Enforcement**

At any time when an Event of Default is continuing, the Security created pursuant to this Deed shall be immediately enforceable and the Lender may in its absolute discretion and without notice to the Chargors or the prior authorisation of any court:

- (a) enforce all or any part of the Security created by this Deed and take possession of or dispose of all or any of the Security Assets in each case at such times and upon such terms as it sees fit; and
- (b) whether or not it has appointed a Receiver, exercise all of the powers, authorities and discretions:
  - (i) conferred from time to time on mortgagees by the LPA (as varied or extended by this Deed) or by law; and
  - (ii) granted to a Receiver by this Deed or from time to time by law.

### 8.2 **Power of sale and other powers**

For the purpose of all rights and powers implied or granted by law, the Secured Liabilities are deemed to have fallen due on the date of this Deed. The power of sale and other powers conferred by section 101 of the LPA and all other enforcement powers conferred by this Deed shall be immediately exercisable at any time when an Event of Default is continuing.

### 8.3 **Statutory restrictions**

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the LPA shall not apply to the Security constituted by this Deed.

### 8.4 **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 when an Event of Default is continuing, the Lender may appropriate all or part of the financial collateral in or towards satisfaction of the Secured Liabilities.
- (c) The Parties agree that the value of any such Security Assets appropriated in accordance with sub-clause 8.4(b) shall be the market price of such Security Assets at the time the right of appropriation is exercised as determined by the Lender by reference to such method or source of valuation as the Lender may reasonably select, including by independent valuation. The Parties agree that the methods or sources of valuation provided for in this sub-clause or selected by the Lender in accordance with this sub-clause shall constitute a commercially reasonable manner of valuation for the purposes of the Financial Collateral Arrangements (No.2) Regulations 2003.
- (d) The Lender shall notify the Chargor, as soon as reasonably practicable, of the exercise of its right of appropriation as regards such of the Security Assets as are specified in such notice.

## 9. **Appointment of a Receiver or Administrator**

### 9.1 ***Appointment***

- (a) At any time when an Event of Default is continuing, or at the request of the Chargor or its directors, the Lender may, without prior notice to the Chargor, in writing (under seal, by deed or otherwise under hand) appoint:
  - (i) a Receiver in respect of the Security Assets or any part thereof and may in like manner from time to time (and insofar as it is lawfully able to do) remove any Receiver and appoint another in his place; or
  - (ii) one or more persons to be an Administrator in accordance with paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (b) Nothing in sub-clause 9.1(a) shall restrict the exercise by the Lender of any one or more of the rights of the Lender under Schedule B1 to the Insolvency Act 1986 and the rules thereunder or at common law.
- (c) Section 109(1) of the LPA shall not apply to this Deed.
- (d) The Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under Part A1 of the Insolvency Act 1986 (including any preliminary decision or investigation), other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

### 9.2 ***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).

### 9.3 ***Remuneration of Receiver***

The Lender may from time to time fix the remuneration of any Receiver appointed by it from time to time. For the purpose of this sub-clause, the limitation set out in section 109(6) LPA shall not apply.

### 9.4 ***Liability of the Lender for actions of a Receiver or Administrator***

- (a) Each Receiver shall be the agent of the Chargor which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any

agreements or engagements made or entered into by him. The Lender shall not be responsible for any misconduct, negligence or default of a Receiver.

- (b) The Lender shall not have any liability for the acts or omissions of an Administrator.

## 10. **Powers of a Receiver**

A Receiver shall have (and be entitled to exercise) in relation to the Security Assets over which he is appointed the following powers (as the same may be varied or extended by the provisions of this Deed):

- (a) all of the specific powers set out in Schedule 3 (*Powers of Receiver*);
- (b) all of the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (c) all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;
- (d) all of the powers conferred on the Lender under this Deed;
- (e) all the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which the Chargor itself could do or omit to do; and
- (f) the power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the 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, the Chargor; the collection and/or realisation of Security Assets in such manner and on such terms as the Receiver sees fit; and the execution of documents in the name of the Chargor (whether under hand, or by way of deed or by utilisation of the company seal of the Chargor)).

## 11. **Application of monies**

### 11.1 ***Order of application***

All amounts from time to time received or recovered by the Lender pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or any part of the Security created by this Deed (for the purposes of this sub-clause, the "**Recoveries**") shall be held by the Lender on trust to apply the same at any time as the Lender (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this sub-clause), in the following order, after the payment of any preferential debts ranking in priority to the Secured Liabilities:

- (a) in discharging any sums owing to the Lender or any Receiver or Administrator and in payment of all costs and expenses incurred by the Lender in connection with any realisation or enforcement of the Security created by this Deed;
- (b) in payment of any Secured Liabilities; and
- (c) the balance of any Recoveries, after all amounts due under sub-clauses 11.1(a) to 11.1(b) have been paid in full, to the Chargor.

The provisions of this sub-clause will override any appropriation made by the Chargor.

### 11.2 ***Prospective liabilities***

When an Event of Default is continuing, the Lender or any Group Member may, in its discretion, hold any amount of the Recoveries in an interest bearing suspense or impersonal account(s) in

the name of the Lender or that Group Member (as applicable) with such financial institution (including itself) and for so long as the Lender or that Group Member (as applicable) shall think fit (the interest being credited to the relevant account) for later application under sub-clause 11.1 (*Order of application*) in respect of:

- (a) any sum to the Lender, any Group Member, any Receiver or Administrator; and
- (b) any part of the Secured Liabilities,

that the Lender or any Group Member reasonably considers, in each case, might become due or owing at any time in the future.

### 11.3 ***Investment of proceeds***

Prior to the application of the proceeds of the Recoveries in accordance with sub-clause 11.1 (*Order of application*) the Lender or any Group Member may, in its discretion, hold all or part of those proceeds in an interest bearing suspense or impersonal account(s) in the name of the Lender or that Group Member (as applicable) with such financial institution (including itself) and for so long as the Lender or that Group Member (as applicable) shall think fit (the interest being credited to the relevant account) pending the application from time to time of those monies in the Lender's or that Group Member's (as applicable) discretion in accordance with the provisions of sub-clause 11.1 (*Order of application*).

### 11.4 ***Currency conversion***

- (a) For the purpose of, or pending the discharge of, any of the Secured Liabilities the Lender or any Group Member may convert any monies received or recovered by the Lender or that Group Member (as applicable) from one currency to another, at a market rate of exchange.
- (b) The obligations of the Chargor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

### 11.5 ***Permitted deductions***

The Lender shall be entitled, in its discretion:

- (a) to set aside by way of reserve, amounts required to meet, and to make and pay, any deductions and withholdings (on account of taxes or otherwise) which it is or may be required by any applicable law to make from any distribution or payment made by it under this Deed; and
- (b) to pay all Taxes which may be assessed against it in respect of any of the Security Assets, or as a consequence of performing its duties, or by virtue of its capacity as Lender under any of the Finance Documents or otherwise.

### 11.6 ***Group Member reliance***

Any Group Member may rely on the provisions of this clause 11 subject to the provisions of the Contracts (Rights of Third Parties) Act 1999.

## 12. **Protection of third parties**

### 12.1 ***No obligation to enquire***

No purchaser from, or other person dealing with, the Lender or a Receiver shall be obliged or concerned to enquire whether:

- (a) the right of the Lender or a 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 Liabilities remains 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.

## 12.2 ***Receipt conclusive***

The receipt of the Lender or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve such purchaser of any obligation to see to the application of any monies paid to or by the direction of the Lender or any Receiver.

## 13. **Protection of the Lender**

### 13.1 ***No liability***

Neither the Lender nor any Receiver shall be liable in respect of any of the Security Assets 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.

### 13.2 ***Possession of Security Assets***

Without prejudice to sub-clause 13.1 (*No liability*), if the Lender or a Receiver enters into possession of the Security Assets, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

### 13.3 ***No proceedings***

No Party (other than the Lender, a Receiver or a Delegate in respect of its own officers, employees or agents) may take any proceedings against any officer, employee or agent of the Lender or a Receiver in respect of any claim it might have against the Lender or a Receiver or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document or any Security Asset and any officer, employee or agent of the Lender or a Receiver may rely on this sub-clause subject to sub-clause 1.4 (*Third party rights*) of the Facilities Agreement and the provisions of the Third Parties Act.

## 14. **Cumulative powers and avoidance of payments**

### 14.1 ***Cumulative powers***

The powers which this Deed confers on the Lender 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. The Lender 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. The respective powers of the Lender and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

### 14.2 ***Amounts avoided***

If any amount paid by the Chargor in respect of the Secured Liabilities is capable of being avoided or set aside on the liquidation or administration of the Chargor or otherwise, then for the purposes of this Deed that amount shall not be considered to have been paid.

### 14.3 ***Discharge conditional***

Any settlement or discharge between the Chargor and the Lender shall be conditional upon no security or payment to the Lender by the Chargor or any other person being avoided, set aside,

ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of the Lender under this Deed) the Lender shall be entitled to recover from the Chargor the value which the Lender has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

**15. Ruling-off accounts**

If the Lender receives notice of any subsequent Security or other interest affecting any of the Security Assets (except as permitted by the Facilities Agreement) it may open a new account for the Chargor in its books. If it does not do so then (unless it gives written notice to the contrary to the Chargor, as from the time it receives that notice, all payments made by the Chargor to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities.

**16. Power of attorney**

The Chargor, by way of security, irrevocably and severally appoints each of the Lender and any 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, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Deed, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Lender or any Receiver under this Deed or otherwise for any of the purposes of this Deed, and the Chargor covenants with each of the Lender and any Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

**17. Delegation**

17.1 The Lender or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any of the rights, powers and discretions vested in it by or pursuant to this Deed.

17.2 That delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Lender or any Receiver may, in its discretion, think fit in the interests of the Lender or any Receiver and it shall not be bound to supervise, or be in any way responsible for any loss incurred by reason of any misconduct or default on the part of any such delegate or sub-delegate.

**18. Redemption of prior charges**

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

**19. Miscellaneous**

**19.1 Assignment**

The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Deed. The Lender may assign and transfer all or any part of its rights and obligations under this Deed.

**19.2 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.



19.3 **Covenant to release**

At the end of the Security Period, the Lender shall, at the request and cost of the Chargor, release the Security Assets from the security constituted by this Deed (including any assignment by way of security).

20. **Governing law**

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

21. **Jurisdiction**

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

21.2 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.

**In witness** this Deed is executed on the date appearing at the head of page 1.

Schedule 1

Shares

Chargor	Issuer of shares	Number and class of shares	Details of nominees (if any) holding legal title to shares
Project Alpha Midco Limited	Project Alpha Bidco Limited	1 ordinary share	N/A

## Schedule 2

### Form of notice

To: [insert name and address of counterparty]

Dated: •

Dear Sirs

**Re: [identify the relevant agreement] (the "Agreement")**

We notify you that we have assigned, by way of security to Santander UK plc (the "**Lender**") all our right, title and interest in the Agreement as security for certain obligations owed by us to the Lender.

We further notify you that:

- 1 you may continue to deal with us in relation to the Agreement until you receive written notice to the contrary from the Lender. 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 Lender;
- 2 you are authorised to disclose information in relation to the Agreement to the Lender on request;
- 3 after receipt of written notice in accordance with paragraph 1, you must pay all monies to which we are entitled under the Agreement direct to the Lender (and not to us) unless the Lender otherwise agrees in writing; and
- 4 the provisions of this notice may only be revoked or amended with the prior written consent of the Lender.

Please sign and return the enclosed copy of this notice to the Lender (with a copy to us) 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 will not amend in any way, waive or release any rights, interest or benefit in relation to the Agreement or terminate the Agreement without the prior written consent of the Lender;
- (c) you have not received notice that we have assigned or charged our rights under the Agreement to a third party or created any other interest in the Agreement in favour of a third party; and
- (d) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against us any right of set-off, counter-claim or other right relating to the Agreement.

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  
[the Chargor]

**[On acknowledgement copy]**

To: Santander UK plc

Copy to: [the Chargor]

We acknowledge receipt of the above notice and the notifications therein, agree to abide by its terms and confirm the matters set out in paragraphs (a) to (d) (inclusive) of that notice.

.....

for and on behalf of  
[insert name of counterparty]

Dated: ●

## **Schedule 3**

### **Powers of Receiver**

#### **1 Possession**

Take immediate possession of, get in and collect the Security Assets or any part thereof.

#### **2 Carry on business**

Carry on, manage or concur in carrying on or managing the whole or any part of the business of the Chargor as he in his discretion may think fit.

#### **3 Protection of assets**

- (a) Manage, insure, repair, decorate, maintain, alter, improve, develop, construct, modify, refurbish, renew or add to the Security Assets or concur in so doing;
- (b) commence, continue or complete any new works, unfinished work, building operations, construction, reconstruction, maintenance, furnishing, finishing or fitting-out on the Property;
- (c) apply for and maintain any planning permissions, building regulations, approvals and any other permissions, consents or licences,

in each case as he in his discretion may think fit.

#### **4 Realisation of assets**

Sell, exchange, convert into money and realise the Security Assets or concur in so doing by public auction or private contract and generally in such manner and on such terms as he in his discretion may think fit. Without prejudice to the generality of the foregoing, he may do any of these things for any valuable consideration, whether full market value or otherwise, including, without limitation, cash, shares, stock, debentures or other obligations. Any such consideration may be payable in a lump sum or by instalments spread over such period as he in his discretion may think fit.

#### **5 Let, hire or lease**

- (a) Let, hire or lease (with or without premium) and accept surrenders of leases or tenancies or concur in so doing;
- (b) grant rights, options or easements over and otherwise deal with or dispose of, and exercise all rights, powers and discretions incidental to, the ownership of the Security Assets;
- (c) exchange or concur in exchanging the Security Assets;

in each such case in such manner and generally on such terms as he may in his discretion think fit, with all the powers of an absolute beneficial owner. The Receiver may exercise any such power by effecting such transaction in the name or on behalf of the Chargor or otherwise.

#### **6 Registration**

Use the Chargor's name to effect any registration or election for tax or other purposes.

#### **7 Insurances**

Effect, review or vary insurances.

## 8 **Borrowing**

For the purpose of exercising any of the powers, authorities or discretions conferred on him by or pursuant to this Deed or of defraying any costs (including, without limitation, his remuneration) which are incurred by him in the exercise of such powers, authorities or discretions or for any other purpose, to raise and borrow money or incur any other liability either unsecured or secured on the Security Assets, either in priority to the Security created by this Deed or otherwise, and generally on such terms as he in his discretion may think fit. No person lending such money is to be concerned to enquire as to the propriety or purpose of the exercise of such power or as to the application of money so raised or borrowed.

## 9 **Lending**

Lend money to any person.

## 10 **Advance credit**

Advance credit, in the ordinary course of the Chargor's business, to any person.

## 11 **Make calls**

Make, or require the directors of the Chargor to make, such calls upon the shareholders of the Chargor in respect of any uncalled capital of the Chargor as the Receiver in his discretion may require and enforce payment of any call so made by action (in the name of the Chargor or the Receiver as the Receiver in his direction may think fit) or otherwise.

## 12 **Compromise**

- (a) Settle or compromise any claim by, adjust any account with, refer to arbitration any dispute with, and deal with any question or demand from, any person who is, or claims to be, a creditor of the Chargor, as he may in his discretion think fit; and
- (b) settle or compromise any claim, adjust any account, refer to arbitration any dispute and deal with any question or demand relating in any way to the Security Assets, as he in his discretion may think fit.

## 13 **Proceedings**

In the name of the Chargor, bring, prosecute, enforce, defend or abandon all such actions, suits and proceedings in relation to the Security Assets as he in his discretion may think fit.

## 14 **Subsidiaries**

- (a) Promote the formation of any subsidiary of the Chargor with a view to such subsidiary purchasing, leasing, licensing or otherwise acquiring an interest in the Security Assets;
- (b) arrange for the purchase, lease, licence or acquisition of an interest in the Security Assets by any such subsidiary for any valuable consideration, including, without limitation, cash, shares, debentures, loan stock, convertible loan stock or other securities, profits or a sum calculated by reference to profits, turnover, royalties, licence fees or otherwise, whether or not secured on the undertaking or assets of such subsidiary and whether or not such consideration is payable or receivable in a lump sum or at any time or any number of times by instalments spread over such period, as the Receiver in his discretion may think fit; and
- (c) arrange for such subsidiary to trade or cease to trade as the Receiver in his discretion may think fit;

15      **Employees**

Appoint and discharge any manager, officer, agent, professional adviser, employee and any other person, upon such terms as he in his discretion may think fit.

16      **Receipts**

Give valid receipts for all monies and execute all assurances and things which he in his discretion may think proper or desirable for realising the Security Assets.

17      **Delegation**

Delegate any or all of his powers in accordance with this Deed.

**Signatories to this Deed**

**Chargor**

**Executed as a Deed**

by **Project Alpha Midco Limited**

acting by:



Signature of Director

Paul Smith

Name of Director

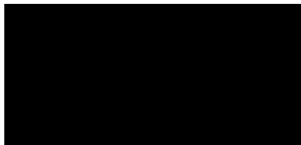
in the presence of:



Witness' signature:

Name: ..... Danielle Gibbons

Address: ....



Occupation: ..... Data Protection Officer

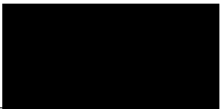
**Notice details:**

Address: C/O Dpc Stone House, 55 Stone Road Business Park, Stoke-On-Trent, Staffordshire, England, ST4 6SR

Attention: Paul Smith [paul.smith@accesstomusic.ac.uk](mailto:paul.smith@accesstomusic.ac.uk)



**Lender**



**Signed by** \_\_\_\_\_ )  
authorised signatory )  
for and on behalf of )  
**Santander UK plc** )  
 )

***Notice Details***

Address: 3rd Floor, One Glass Wharf, Avon Street, Bristol BS2 0EL  
Attention: Saul Proctor