



Registration of a Charge

Company Name: **C3 456 LIMITED**

Company Number: **13061044**



XB9KE0G9

Received for filing in Electronic Format on the: **02/08/2022**

Details of Charge

Date of creation: **27/07/2022**

Charge code: **1306 1044 0003**

Persons entitled: **WESTBRIDGE II LP AS SECURITY TRUSTEE**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MICHAEL BOLOUS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13061044

Charge code: 1306 1044 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th July 2022 and created by C3 456 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd August 2022 .

Given at Companies House, Cardiff on 4th August 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**

27 July 2022

Composite Guarantee and Debenture

between

01 The Companies
as Original Guarantors;

02 The Companies
as Original Chargors;

03 WestBridge II LP
as the Security Trustee

This Deed is subject to the terms of the Intercreditor Agreement

THIS DEED is dated

27 July

2022

PARTIES

- (1) **THE COMPANIES** listed in Part 1 of Schedule 1 (together the “**Original Guarantors**” and each an “**Original Guarantor**”);
- (2) **THE COMPANIES** listed in Part 2 of Schedule 1 (together the “**Original Chargors**” each an “**Original Chargor**”); and
- (3) **WESTBRIDGE II LP** (LP018144) acting by its general partner **WestBridge II GP LLP** (OC416597) acting by its duly authorised manager **WestBridge Fund Managers Limited (02914364)**, a private limited company incorporated and registered in England and Wales whose registered office is at Capital Building, Tyndall Street, Cardiff, CF10 4AZ (the “**Security Trustee**”).

BACKGROUND

- (A) The Borrower created the Original Secured A Loan Note Instrument (as defined below) and the Original Secured B Loan Note Instrument (as defined below) under which certain Loan Notes (as defined below) were created.
- (B) In connection with any proposed Acquisitions (as defined below) by the Borrower, new debt financing will be provided by the Senior Lender (as defined below) and as a consequence the Original Secured A Loan Note Instrument and the Original Secured B Loan Note Instrument will be further amended and as a consequence of this the Existing Security (as defined below) will be replaced by this Deed.
- (C) The Obligors (as defined below) confirm by entering into this Deed that all Loan Notes (as defined below) will be secured by this Deed in replacement to the Existing Security.
- (D) The Security Trustee has been appointed as security trustee for and on behalf of the Noteholders in accordance with the terms of the Trust Deed (defined below).
- (E) Under this Deed the Guarantors guarantee each other’s obligations to the Security Trustee (for itself and the Noteholders) and the Chargors provide security to the Security Trustee (for itself and the Noteholders) for the Secured Liabilities (defined below).

AGREED TERMS

1 Definitions and interpretation

1.1 Definitions

The following definitions apply in this Deed.

Acquisitions

has the meaning given to it in the Senior Facilities Agreement.

Acquisition Agreements

has the meaning given to it in the Senior Facilities Agreement.

Additional Chargor

means a Subsidiary which becomes an Additional Chargor in accordance with clause 26 (*Additional Chargors*).

Additional Guarantor

means a Subsidiary which becomes an Additional Guarantor in accordance with clause 25 (*Additional Guarantors*).

Administrator

an administrator appointed to manage the affairs, business and property of the Chargors under clause 14.9.

Book Debts

all present and future book and other debts, and monetary claims due or owing to the Chargors and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Chargors in relation to any of them.

Borrower

C3 789 Limited a company incorporated in England and Wales with registered number: 13064544.

Business Day

a day (other than a Saturday or Sunday) on which commercial banks are open for general business in London and deposits are dealt with on the London Interbank Market.

Chargor

means an Original Chargor or an Additional Chargor (together the “**Chargors**”).

Delegate

any person appointed by the Security Trustee or any Receiver under clause 19 and any person appointed as attorney of the Security Trustee, Receiver or Delegate.

Designated Account

any account of each of the Chargors nominated by the Security Trustee as a designated account for the purposes of this Deed.

Environment

the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.

Environmental Law

all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment.

Equipment

all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by each Chargor, including any part of it and all spare parts, replacements, modifications and additions.

Event of Default

has the meaning given to that expression in the Loan Note Instruments (as applicable).

Excluded Lease

each leasehold property (except any Excluded Property) held by each Chargor under a lease that either precludes absolutely, or requires consent of a third party to, the creation of a Security Interest over each Chargor's leasehold interest in that property.

Excluded Property

all freehold properties with a value exceeding £1,000,000 and long leasehold properties with an unexpired term of more than 25 years left to run from the date of this Deed or, if later the date on which such leasehold property is acquired by the relevant Chargor.

Existing Security

composite debenture and guarantee dated 5 March 2019 granted by the Original Guarantors and the Original Chargors in favour of the Security Trustee for itself and for the Noteholders.

Financial Collateral

shall have the meaning given to that expression in the Financial Collateral Regulations.

Financial Collateral Regulations

the Financial Collateral Arrangements (No 2) Regulations 2003 (*SI 2003/3226*).

Guarantee

the guarantee and indemnity contained in clause 2 as extended by Schedule 3.

Guarantor

an Original Guarantors or an Additional Guarantor (together the “**Guarantors**”).

Insurance Policy

each contract and policy of insurance effected or maintained by each Chargor from time to time in respect of its assets or business (including, without limitation, any insurances relating to the Properties or the Equipment).

Intellectual Property

each Chargor’s present and future patents, trademarks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights.

Intercreditor Agreement

the intercreditor agreement between, among others: (i) the Senior Lender (as lender), (ii) the companies listed in schedule 1 therein as subordinated creditors, (iii) the companies listed in schedule 2 therein as intra-group lenders (iv) the companies listed in schedule 3 therein as debtors, (v) the Parent and (vi) the Security Trustee in its capacity as Loan Note Security Trustee (as defined therein) dated on or around the date of this Deed.

Investments

all present and future certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by each Chargor, including all rights accruing or incidental to those investments from time to time, and, for the avoidance of doubt, including the entire issued share capital of the Chargor’s Subsidiaries from time to time.

Loan Agreement

the revolving credit facility agreement dated 28 January 2021 between Channel 3 Consulting Ltd and the Security Trustee (as lender).

Loan Note Instruments

the Secured A Loan Note Instrument and Secured B Loan Note Instrument and each a “**Loan Note Instrument**”.

Loan Notes

any loan notes issued from time to time under the Loan Note Instruments.

LPA 1925

Law of Property Act 1925.

Midco

C3 456 Limited (registered number 13061044) whose registered office is at Capital Building, Tyndall Street, Cardiff, CF10 4AZ.

Obligors

a Guarantor or Chargor (together the “**Obligors**”).

Original Secured A Loan Note Instrument

the secured investor loan note instrument dated 28 January 2021 creating Secured A Loan Notes 2026 in Midco for the provision of loan facilities secured by this Deed.

Original Secured B Loan Note Instrument

the secured manager B loan note instrument dated 28 January 2021 creating Secured B Loan Notes 2026 in Midco for the provision of loan facilities secured by this Deed.

Noteholders

the holders of the Loan Notes from time to time.

Properties

all freehold and long leasehold properties and long leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by each Chargor, or in which each Chargor holds an interest and **Property** means any of them except the Excluded Property.

Receiver

a receiver, receiver and manager or administrative receiver of any or all of the Secured Assets appointed by the Security Trustee under clause 17.

Secured A Loan Note Instrument

the Original Secured A Loan Note Instrument, as varied by the Secured A Loan Note Variation Deed and as further varied, supplemented or replaced from time to time.

Secured A Loan Notes

the £14,939,557 secured investor A loan notes issued by Midco to the Noteholders under the Secured A Loan Note Instrument.

Secured Assets

all the assets, property and undertaking for the time being subject to the Security Interests created by, or under, this Deed.

Secured B Loan Note Instrument

the Original Secured B Loan Note Instrument, as varied by the Secured B Loan Note Variation and as further, varied, supplemented or replaced from time to time.

Secured B Loan Notes

the £702,946 secured manager B loan notes issued by Midco to the Noteholders under the Secured B Loan Note Instrument.

Secured Liabilities

all present and future monies, obligations and liabilities owed by each Company to the Noteholders and the Security Trustee, including without limitation under or in connection with the Loan Notes, Loan Note Instruments, the Trust Deed or this Deed (including, without limitation, those arising under clause 29.3.2 of this Deed), and whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity together with all interest (including, without limitation, default interest) accruing in respect of those monies or liabilities.

Security Financial Collateral Arrangement

shall have the meaning given to that expression in the Financial Collateral Regulations.

Security Interest

any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

Security Period

the period starting on the date of this Deed and ending on the date on which the Security Trustee is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

Senior Facilities Agreement

means the facility agreement between: (i) the Borrower (as Company and Original Borrower) (as defined therein); (ii) the Original Guarantors (as defined therein) and (iii) the Senior Lender

(as Agent, Arranger and Security Agent) (as defined therein) consisting of the particulars and the conditions and dated on or around the date of this Deed.

Senior Lender

means Triple Point Advancer Leasing plc or any other Lender (as such term is defined in the Senior Facilities Agreement).

Senior Lender Debt

means all present and future liabilities and obligations due, owing and incurred by any Obligor (as defined in the Senior Facilities Agreement) to the Senior Lender including, without limitation, under or in connection with any Senior Lender Finance Document, whether actual or contingent, whether incurred solely or jointly with another person and whether incurred as principal or surety.

Senior Lender Discharge Date

means the date upon which the Senior Lender notifies the Borrower in writing that it is satisfied that all of the Senior Lender Debt has been unconditionally and irrevocably paid and discharged in full, and all commitments of the Senior Lender to the Borrower (or any other Obligor) have been cancelled.

Senior Lender Finance Documents

shall have the meaning given to the term "Finance Document" in the Senior Facilities Agreement and includes, for the avoidance of doubt, any Senior Lender Security Document.

Senior Lender Security Documents

shall have the meaning given to the term "Security Document" or equivalent in the Senior Facilities Agreement and, for the avoidance of doubt, shall include the debenture dated on or about the date of this Deed and any other security entered into by each of the Chargors in favour of the Senior Lender (as Security Agent).

Specific Contracts

means the Acquisition Agreements and any other documents designated by the Borrower and the Security Trustee as a Specific Contract from time to time.

Subsidiaries/Subsidiary

as defined in section 1159 of the Companies Act 2006 and for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of:

- (a) another person (or its nominee), by way of security or in connection with the taking of security; or
- (b) its nominee.

Trust Deed

means the security trust deed entered into between (i) the Original Guarantors; (ii) the Original Chargors and (iii) the Security Trustee and this Deed and dated on or around the date of this Deed.

Secured A Loan Note Variation Deed

variation deed dated on or about the date of this Deed under which certain amendments as a result of and in connection with the Loan Agreement and the Loan Notes.

Secured B Loan Note Variation Deed

variation deed dated on or about the date of this Deed under which certain amendments as a result of and in connection with the Loan Agreement and the Loan Notes.

Variation Deeds

the (i) Secured A Loan Note Variation Deed and (ii) the Secured B Loan Note Variation Deed.

1.2 Interpretation

In this Deed:

- 1.2.1 reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment or re-enactment or extension and includes any former statute, statutory provision or subordinate legislation which it amends or re-enacts;
 - 1.2.2 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
 - 1.2.3 unless the context otherwise requires, words in the singular include the plural and in the plural include the singular;
 - 1.2.4 a reference to **continuing** in relation to an Event of Default means an Event of Default which has not been remedied or waived;
 - 1.2.5 a reference to **this Deed** (or any provision of it) or any other document shall be construed as a reference to this Deed, that provision or that document as it is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties;
 - 1.2.6 a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, or any state or any agency of any person;
 - 1.2.7 a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly);
 - 1.2.8 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
 - 1.2.9 a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
 - 1.2.10 a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - 1.2.11 a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the discretion of the person making it;
 - 1.2.12 a reference to the **Borrower**, any **Guarantor**, any **Chargor**, any **Obligor**, the **Senior Lender** or the **Security Trustee** shall include its successors, permitted transferees and permitted assigns; and
 - 1.2.13 clause headings shall not affect the interpretation of this Deed.
- 1.3 If the Security Trustee reasonably considers that an amount paid by each Obligor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of each Obligor otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- 1.4 A reference in this Deed to a charge or mortgage of or over any Property includes:
- 1.4.1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) that are situated on or form part of that Property at any time;
 - 1.4.2 the proceeds of the sale of any part of that Property and any other monies paid or payable in respect of or in connection with that Property;

- 1.4.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of each Chargor in respect of that Property, and any monies paid or payable in respect of those covenants; and
- 1.4.4 all rights under any licence, agreement for sale or agreement for lease in respect of that Property.
- 1.5 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Loan Note Instruments and of any side letters between any parties in relation to the Loan Note Instruments are incorporated into this Deed.
- 1.6 A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this Deed.
- 1.7 If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

2 Second-ranking Security

- 2.1 All security created under this Deed is created in addition to and does not affect the security created by the Senior Lender Security Documents.
- 2.2 Where this Deed purports to create a first fixed Security Interest over an asset secured by any Senior Lender Security Document, that Security Interest will be a second ranking Security Interest ranking subject to the equivalent Security Interest created by that Senior Lender Security Document until the Senior Lender Discharge Date. All references in this Deed to "full title guarantee" shall be qualified by reference to the Senior Lender Security Documents.
- 2.3 Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under a Senior Lender Security Document and the same asset or right is expressed to be assigned again under this Deed, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment following the Senior Lender Discharge Date.

3 Guarantee and indemnity

- 3.1 Each Guarantor as principal obligor irrevocably and unconditionally:
 - 3.1.1 guarantees to the Security Trustee the due and punctual payment of all the sums comprised in the Secured Liabilities owing by each such Guarantor as and when they become due and payable;
 - 3.1.2 undertakes to the Security Trustee that if any of the Companies fail to pay any sum comprised in the Secured Liabilities on its due date it will pay such sum on demand as if it instead of such other Guarantor were the principal obligor in respect of those Secured Liabilities; and
 - 3.1.3 undertakes to indemnify the Security Trustee as an additional and independent obligation against all losses, damages, costs and expenses properly incurred by the Security Trustee, arising from any failure by any of the Companies to pay the sums comprised in the Secured Liabilities as and when they fall due.
- 3.2 The liabilities of the Companies under the Guarantee are joint and several.
- 3.3 The Guarantee is given subject to and with the benefit of the provisions set out in Schedule 2.

4 Covenant to pay

Each Obligor shall, on demand, pay to the Security Trustee as agent for itself and the Noteholders and discharge the Secured Liabilities when they become due under the terms of the Loan Notes and this Deed.

5 Grant of security

5.1 As a continuing security for the payment and discharge of the Secured Liabilities under clause 4 above, subject to the terms of the Intercreditor Agreement, each of the Chargors with full title guarantee:

5.1.1 charges to the Security Trustee by way of legal mortgage, all of the Properties vested in or charged in the Chargor together with all buildings and fixtures thereon;

5.1.2 by way of fixed charge:

- (a) all Properties acquired by the Chargors in the future;
- (b) all present and future interests of the Chargors not effectively mortgaged or charged under the preceding provisions of this clause 5 in, or over, freehold or leasehold property;
- (c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;
- (d) all licences, consents and authorisations (statutory or otherwise) held or required in connection with each Chargor's business or the use of any Secured Asset, and all rights in connection with them;
- (e) all its present and future goodwill;
- (f) all its uncalled capital;
- (g) all the Equipment;
- (h) all the Intellectual Property;
- (i) all the Book Debts;
- (j) all the Investments;
- (k) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account);
- (l) all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy, to the extent not effectively assigned under clause 5.1.3(a); and
- (m) all its rights in respect of each Specific Contract and all other agreements, instruments and rights relating to the Secured Assets, to the extent not effectively assigned under clause 5.1.3(b);

5.1.3 assigns to the Security Trustee absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities all its rights:

- (a) in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy; and
- (b) each of the Specific Contracts and the benefit of all other agreements, instruments and rights relating to the Secured Assets; and

- 5.1.4 charges to the Security Trustee, by way of floating charge, all the undertaking, property, assets and rights of the Chargors at any time not effectively mortgaged, charged or assigned under clause 5.1.1 to clause 5.1.3 inclusive.
- 5.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 5.1.4.
- 5.3 Leasehold security restrictions
 - 5.3.1 Subject to clause 5.3.2 to clause 5.3.4, the security created by clause 5.1 and clause 5.2 shall not apply to an Excluded Lease until each Chargor obtains any relevant consent, or waiver of prohibition, to the creation of security over that Excluded Lease.
 - 5.3.2 In relation to each Excluded Lease, each Chargor undertakes to:
 - (a) apply for the relevant consent or waiver of prohibition within five (5) Business Days of the date of this Deed, and to use all reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible;
 - (b) keep the Security Trustee informed of its progress in obtaining that consent or waiver; and
 - (c) immediately on receipt of the consent or waiver, provide the Security Trustee with a copy of that consent or waiver.
 - 5.3.3 Immediately on receipt by each of the Chargors of the relevant consent or waiver, that Excluded Lease shall become the subject of a mortgage or charge (as appropriate) under clause 5.1 and clause 5.2.
 - 5.3.4 If required by the Security Trustee at any time following receipt of that consent or waiver, each of the Chargors shall, at its own cost, prepare and execute any further documents and take any further action the Security Trustee may reasonably require, for perfecting its security over that Excluded Lease.
- 5.4 The floating charge created by clause 5.1.4 shall automatically and immediately (without notice) be converted into a fixed charge over the assets subject to that floating charge if:
 - 5.4.1 each of the Chargors:
 - (a) create, or attempt to create, without the prior written consent of the Security Trustee, a Security Interest or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this Deed or the Loan Notes); or
 - (b) dispose, or attempts to dispose of, all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised);
 - 5.4.2 any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets; or
 - 5.4.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of each of the Chargors.
- 5.5 The Security Trustee may, in its sole discretion, by written notice to each of the Chargors, convert the floating charge created under this Deed into a fixed charge as regards any part of the Secured Assets specified by the Security Trustee in that notice if:
 - 5.5.1 an Event of Default occurs and is continuing; or
 - 5.5.2 the Security Trustee considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

- 5.6 Any asset acquired by each of the Chargors after any crystallisation of the floating charge created under this Deed that, but for that crystallisation, would be subject to a floating charge under this Deed, shall (unless the Security Trustee confirms otherwise to each of the Chargors in writing) be charged to the Security Trustee by way of fixed charge.

6 Liability of the Obligors

- 6.1 Each Obligor's liability under this Deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:
- 6.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Security Trustee that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
 - 6.1.2 the Security Trustee renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person (including, without limitation, each Obligor); or
 - 6.1.3 any other act or omission that, but for this clause 6.1, might have discharged, or otherwise prejudiced or affected, the liability of each Obligor.
- 6.2 Each of the Obligors waives any right it may have to require the Security Trustee to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Deed against each of the Obligors.

7 Representations and warranties

- 7.1 Each Chargor makes the representations and warranties set out in this clause 7 to the Security Trustee.
- 7.2 Each of the Chargors are the legal and beneficial owner of the Secured Assets.
- 7.3 The Secured Assets are free from any Security Interest other than the Security Interests created by this Deed and the Senior Lender Security Documents.
- 7.4 None of the Chargors have received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.
- 7.5 There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Secured Assets.
- 7.6 There is no breach of any law or regulation by any Chargor that materially and adversely affects the Secured Assets.
- 7.7 No facility necessary for the enjoyment and use of the Secured Assets is subject to terms entitling any person to terminate or curtail its use.
- 7.8 As far as each of the Chargors are aware, having made all diligent enquiries, nothing has arisen, has been created or is subsisting, that would be an overriding interest in any Property.
- 7.9 There is no prohibition on assignment in any Insurance Policy and the entry into this Deed by each of the Chargors does not, and will not, constitute a breach of any Insurance Policy or any other agreement or instrument binding on each of the Chargors or its assets.
- 7.10 Each Chargor has, at all times, complied in all material respects with all applicable Environmental Law.
- 7.11 Subject to certain legal reservations and principles of law, this Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of each Chargor, and is and will continue to be effective security over all and every part of the Secured Assets in accordance with its terms.

- 7.12 The representations and warranties set out in clauses 7.2 to 7.11 inclusive are made by each of the Chargors on the date of this Deed and the representations and warranties contained in clauses 7.2 to 7.11 are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

8 General covenants

- 8.1 Each Chargor shall not at any time, except with the prior written consent of the Security Trustee:
- 8.1.1 create, purport to create or permit to subsist any Security Interest on, or in relation to, any Secured Asset other than any Security Interest created by this Deed and by the Senior Lender Security Documents;
 - 8.1.2 sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge); or
 - 8.1.3 create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party other than under the Senior Lender Security Documents.
- 8.2 Each Chargor shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Security Trustee, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this Deed.
- 8.3 Compliance with laws and regulations
- 8.3.1 Each Chargor shall not use or permit the Secured Assets to be used in any way contrary to law.
 - 8.3.2 Where to not do so in the opinion of the Security Trustee (acting reasonably) might depreciate, jeopardise or otherwise prejudice the security held by the Security Trustee, or materially diminish the value of any of the Security Assets or the effectiveness and/or enforceability of the security created by this Deed, each Chargor shall:
 - (a) comply with the requirements of any law and regulation relating to or affecting the Secured Assets or the use of it or any part of them;
 - (b) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Secured Assets or their use or that are necessary to preserve, maintain or renew any Secured Asset; and
 - (c) promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Secured Assets.
- 8.4 Each Chargor shall use all reasonable endeavours to:
- 8.4.1 procure the prompt observance and performance of the covenants and other obligations imposed on each of the Chargors counterparties (including each insurer in respect of an Insurance Policy); where to not do so in the opinion of the Security Trustee (acting reasonably) might depreciate, jeopardise or otherwise prejudice the security held by the Security Trustee or materially diminish the value of any of the Secured Assets or the effectiveness and/or enforceability of the security created by this Deed; and
 - 8.4.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets which the Security Trustee may reasonably require from time to time.
- 8.5 Each Chargor shall, promptly on becoming aware of any of the same, give the Security Trustee notice in writing of:

- 8.5.1 any representation or warranty set out in this Deed that is incorrect or misleading in any material respect when made or deemed to be repeated; and
 - 8.5.2 any breach of any covenant set out in this Deed.
- 8.6 Each Chargor shall, as so required by the Security Trustee, deposit with the Security Trustee and the Security Trustee shall, for the duration of this Deed be entitled to hold:
- 8.6.1 all deeds and documents of title relating to the Secured Assets that are in the possession or control of each of the Chargors (and if these are not within the possession or control of each of the Chargors, each Chargor undertakes to obtain possession of all these deeds and documents of title);
 - 8.6.2 all Insurance Policies and any other insurance policies relating to any of the Secured Assets that each of the Chargors are entitled to possess; and
 - 8.6.3 all deeds and documents of title (if any) relating to the Book Debts as the Security Trustee may specify from time to time,

save as otherwise required by the Senior Lender, the Senior Lender Finance Documents and/or the Intercreditor Agreement.

8.7 Insurance

- 8.7.1 Each Chargor shall insure and keep insured (or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, either procure that the landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured) the Secured Assets against:
- (a) loss or damage by fire or terrorist acts;
 - (b) other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as each of the Chargors; and
 - (c) any other risk, perils and contingencies as the Security Trustee may reasonably require.

Any such insurance must be with an insurance company or underwriters, and on such terms, as are reasonably acceptable to the Security Trustee, and must be for not less than the replacement value of the Secured Assets.

- 8.7.2 Each Chargor shall, if requested by the Security Trustee, produce to the Security Trustee the policy, certificate or cover note relating to the insurance required by clause 8.7.1.
- 8.7.3 Each Chargor shall, if requested by the Security Trustee, procure that a note of the Security Trustee's interest is endorsed upon each insurance policy maintained by it or any person on its behalf in accordance with clause 8.7.1 and that the terms of each insurance policy require the insurer not to invalidate the policy as against the Security Trustee by reason of the act or default of any other joint or named insured and not to cancel it without giving at least 30 days' prior written notice to the Security Trustee.
- 8.8 Each Chargor shall:
- 8.8.1 promptly pay all premiums in respect of each insurance policy maintained by it in accordance with clause 8.7.1 and do all other things necessary to keep that policy in full force and effect; and
 - 8.8.2 (if the Security Trustee so requires) produce to, or deposit with, the Security Trustee the receipts for all premiums and other payments necessary for effecting and keeping up each insurance policy maintained by it in accordance with clause 8.7.1.

- 8.9 Each Chargor shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any insurance policy maintained by it in accordance with clause 8.7.1.
- 8.10 All monies received or receivable by each of the Chargors under any insurance policy maintained by it in accordance with clause 8.7.1 (including all monies received or receivable by it under any Insurance Policy) at any time (whether or not the security constituted by this Deed has become enforceable) shall:
- 8.10.1 immediately be paid into a Designated Account;
 - 8.10.2 if they are not paid directly to the Security Trustee by the insurers, be held by each Chargor as trustee of the same for the benefit of the Security Trustee (and each Chargor shall account for them to the Security Trustee); and
 - 8.10.3 be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or, after the security constituted by this Deed has become enforceable and if the Security Trustee so directs, in or towards discharge or reduction of the Secured Liabilities,
- save as otherwise may be required by the Senior Lender, the Senior Lender Finance Documents and/or the Intercreditor Agreement.
- 8.11 Each Chargor shall, if requested by the Security Trustee after the Senior Lender Discharge Date only, or with the prior written consent of the Senior Lender or at any time after the Senior Lender Discharge Date:
- 8.11.1 give notice to:
 - (a) each insurer that it has assigned its rights and interest in and under each Insurance Policy under clause 5.1.3(a); and
 - (b) each relevant counterparty in respect of each Specific Contract that it has assigned its rights and interest in and under each Specific Contract under clause 5.1.3(b),

and shall use reasonable endeavours to procure that each addressee of any such notice promptly provides within five Business Days to the Security Trustee an acknowledgement of the notice of the Security Trustee's interest; and
 - 8.11.2 give notice to any bank, financial institution or other person (excluding the Security Trustee) with whom it has an account that it has charged to the Security Trustee its rights and interests under that account under clause 5.1.2(k) and shall use reasonable endeavours to procure that each addressee of any such notice promptly provides within five (5) Business Days to the Security Trustee an acknowledgement of the notice of the Security Trustee's interest.
- Each Chargor shall obtain the Security Trustee's prior approval of the form of any notice or acknowledgement to be used under this clause 8.11.
- 8.12 Each Chargor shall:
- 8.12.1 give the Security Trustee such information concerning the location, condition, use and operation of the Secured Assets as the Security Trustee may require;
 - 8.12.2 permit any persons designated by the Security Trustee and any Receiver to enter on its premises and inspect and examine any Secured Asset, and the records relating to that Secured Asset, at all reasonable times and on reasonable prior notice; and
 - 8.12.3 promptly notify the Security Trustee in writing of any action, claim or demand made by or against it in connection with any Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim or demand, together with, in each case, each Chargor's proposals for settling, liquidating,

compounding or contesting any such action, claim or demand and shall, subject to the Security Trustee's prior approval, implement those proposals at its own expense.

- 8.13 Each Chargor shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Secured Assets and, on demand, produce evidence of payment to the Security Trustee.

8.14 Appointment of accountants

8.14.1 Each Chargor shall:

- (a) at its own cost, if at any time so reasonably required by the Security Trustee, appoint an accountant or firm of accountants nominated by the Security Trustee to investigate the financial affairs of each of the Chargors and those of its subsidiaries and report to the Security Trustee; and
- (b) co-operate fully with any accountants so appointed and immediately provide those accountants with all information requested.

8.14.2 Each Chargor authorises the Security Trustee to make an appointment as it shall think fit at any time, without further authority from each Chargor. In every case, each Chargor shall pay, or reimburse the Security Trustee for, the fees and expenses of those accountants.

- 8.15 Each Chargor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by each of the Chargors under this Deed).

9 Property covenants

- 9.1 Each Chargor shall keep all buildings and all fixtures on each Property in good and substantial repair and condition.

9.2 Each Chargor shall not, without the prior written consent of the Security Trustee:

- 9.2.1 pull down or remove the whole, or any part of, any building forming part of any Property or permit the same to occur;
- 9.2.2 make or permit any material alterations to any Property, or sever or remove, or permit to be severed or removed, any of its fixtures; or
- 9.2.3 remove or make any material alterations to any of the Equipment belonging to, or in use by, each of the Chargors on any Property (except to effect necessary repairs or replace them with new or improved models or substitutes).

- 9.3 Each Chargor shall carry on its trade and business on those parts (if any) of the Properties as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in that trade or business.

9.4 Each Chargor shall:

- 9.4.1 give full particulars to the Security Trustee of any notice, order, direction, designation, resolution or proposal given or made by any planning authority or other public body or authority (**Planning Notice**) that specifically applies to any Property, or to the locality in which it is situated, within seven (7) days after becoming aware of the relevant Planning Notice; and
- 9.4.2 (if the Security Trustee so requires) immediately, and at the cost of each of the Chargors, take all reasonable and necessary steps to comply with any Planning Notice, and make, or join with the Security Trustee in making, any objections or representations in respect of that Planning Notice that the Security Trustee may desire.

9.5 Each Chargor shall:

- 9.5.1 observe and perform all covenants, stipulations and conditions to which each Property, or the use of it, is or may be subjected, and (if the Security Trustee so requires) produce evidence sufficient to satisfy the Security Trustee that those covenants, stipulations and conditions have been observed and performed;
 - 9.5.2 diligently enforce all covenants, stipulations and conditions benefiting each Property and shall not (and shall not agree to) waive release or vary any of the same; and
 - 9.5.3 (without prejudice to the generality of the foregoing) where a Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time, and perform and observe all the tenant's covenants and conditions.
- 9.6 Each Chargor shall:
- 9.6.1 where a Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time; and
 - 9.6.2 pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on each Property or on its occupier.
- 9.7 Each Chargor shall not, without the prior written consent of the Security Trustee:
- 9.7.1 grant, or agree to grant, any licence or tenancy affecting the whole or any part of any Property, or exercise, or agree to exercise, the statutory powers of leasing or of accepting surrenders under sections 99 or 100 of the Law of Property Act 1925; or
 - 9.7.2 in any other way dispose of, surrender or create, or agree to dispose of surrender or create, any legal or equitable estate or interest in the whole or any part of any Property.
- 9.8 If the title to any Property is not registered at the Land Registry, each of the Chargors shall procure that no person (other than itself) shall be registered under the Land Registration Acts 1925 to 2002 as proprietor of all or any part of any Property without the prior written consent of the Security Trustee. Each Chargor shall be liable for the costs and expenses of the Security Trustee in lodging cautions against the registration of the title to the whole or any part of any Property from time to time.
- 9.9 Each Chargor shall not, without the prior written consent of the Security Trustee:
- 9.9.1 make or, insofar as it is able, permit others to make any application for planning permission or development consent in respect of the Property; or
 - 9.9.2 carry out, or permit, or suffer to be carried out on any Property any development as defined in the Town and Country Planning Act 1990 and the Planning Act 2008, or change or permit or suffer to be changed the use of any Property.
- 9.10 Each Chargor shall:
- 9.10.1 comply with all the requirements of Environmental Law both in the conduct of its general business and in the management, possession or occupation of each Property; and
 - 9.10.2 obtain and comply with all authorisations, permits and other types of licences necessary under Environmental Law.
- 9.11 Each Chargor shall not, without the prior written consent of the Security Trustee, enter into any onerous or restrictive obligations affecting the whole or any part of any Property, or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of any Property.
- 9.12 Each Chargor shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of any Property without the prior written consent of the Security Trustee.

- 9.13 Each Chargor shall permit the Security Trustee, any Receiver and any person appointed by either of them to enter on and inspect any Property on reasonable prior notice.
- 9.14 Each Chargor shall inform the Security Trustee promptly of any acquisition by any of the Chargors, or contract made by any of the Chargors to acquire, any freehold, leasehold or other interest in any property.
- 9.15 Each Chargor shall not, without the prior written consent of the Security Trustee:
- 9.15.1 exercise any VAT option to tax in relation to any Property; or
 - 9.15.2 revoke any VAT option to tax exercised, and disclosed to the Security Trustee, before the date of this Deed.
- 9.16 Each Chargor consents to an application being made by the Security Trustee to the Land Registrar for the following restriction in Form P to be registered against its title to each Property:
- "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE] in favour of referred to in the charges register."*

10 Investments covenants

10.1 Deposit of title documents

- 10.1.1 Each Chargor shall if requested by the Security Trustee:
- (a) deposit with the Security Trustee all stock or share certificates and other documents of title or evidence of ownership relating to any Investments owned by each of the Chargors at that time; and
 - (b) deposit with the Security Trustee all stock or share certificates and other documents of title or evidence of ownership relating to those Investments,
- save as otherwise may be required by the Senior Lender, the Senior Lender Finance Documents and/or the Intercreditor Agreement.
- 10.1.2 At the same time as depositing documents with the Security Trustee in accordance with clause 10.1.1 or clause 10.1.2, each of the Chargors shall also deposit with the Security Trustee:
- (a) all stock transfers forms relating to the relevant Investments duly completed and executed by or on behalf of each of the Chargors, but with the name of the transferee, the consideration and the date left blank; and
 - (b) any other documents (in each case duly completed and executed by or on behalf of each of the Chargors) that the Security Trustee may request in order to enable it or any of its nominees, or any purchaser or transferee, to be registered as the owner of, or otherwise obtain a legal title to, or to perfect its Security Interest in any of the relevant Investments,
- so that the Security Trustee may, at any time after the Senior Lender Discharge Date or with the prior written consent of the Senior Lender and without notice to each Chargor, complete and present those stock transfer forms and other documents to the issuer of the Investments for registration.

10.2 Nominations

- 10.2.1 Each Chargor shall terminate with immediate effect all nominations it may have made (including, without limitation, any nomination made under section 145 or section 146 of the Companies Act 2006) in respect of any Investments and, pending that termination, procure that any person so nominated:

- (a) does not exercise any rights in respect of any Investments without the prior written approval of the Security Trustee; and
- (b) immediately on receipt by it, forward to the Security Trustee all communications or other information received by it in respect of any Investments for which it has been so nominated.

10.2.2 Each Chargor shall not, during the Security Period, exercise any rights (including, without limitation, any rights under sections 145 and 146 of the Companies Act 2006) to nominate any person in respect of any of the Investments.

10.3 Additional registration obligations

Each Chargor shall:

- 10.3.1 obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association of any issuer that is not a public company or otherwise, for the transfer of the Investments to the Security Trustee or its nominee, or to a purchaser on enforcement of this Deed; and
- 10.3.2 procure the amendment of the share transfer provisions (including, but not limited to, deletion of any pre-emption provisions) of the articles of association of each issuer that is not a public company in any manner that the Security Trustee may require in order to permit such a transfer.

10.4 Dividends and voting rights before enforcement

- 10.4.1 Before the security constituted by this Deed becomes enforceable, each Chargor may retain and apply for its own use all dividends, interest and other monies paid or payable in respect of the Investments and, if any are paid or payable to the Security Trustee or any of its nominees, the Security Trustee will hold all those dividends, interest and other monies received by it for each of the Chargors and will pay them to each of the Chargors promptly on request.
- 10.4.2 Before the security constituted by this Deed becomes enforceable, each Chargor may exercise all voting and other rights and powers in respect of the Investments or, if any of the same are exercisable by the Security Trustee of any of its nominees, to direct in writing the exercise of those voting and other rights and powers provided that:
 - (a) it shall not do so in any way that would breach any provision of the Loan Note Instruments or this Deed or for any purpose inconsistent with the Loan Notes or this Deed; and
 - (b) the exercise of, or the failure to exercise, those voting rights or other rights and powers would not, in the Security Trustee's opinion, have an adverse effect on the value of the Investments or otherwise prejudice the Security Trustee's security under this Deed.
- 10.4.3 Each Chargor shall indemnify the Security Trustee against any loss or liability incurred by the Security Trustee (or its nominee) as a consequence of the Security Trustee (or its nominee) acting in respect of the Investments at the direction of each of the Chargors.
- 10.4.4 The Security Trustee shall not, by exercising or not exercising any voting rights or otherwise, be construed as permitting or agreeing to any variation or other change in the rights attaching to or conferred by any of the Investments that the Security Trustee considers prejudicial to, or impairing the value of, the security created by this Deed.

10.5 Dividends and voting rights after enforcement

After the security constituted by this Deed has become enforceable:

- 10.5.1 all dividends and other distributions paid in respect of the Investments and received by each of the Chargors shall be held by each Chargor on trust for the Security Trustee and

immediately paid into a Designated Account or, if received by the Security Trustee, shall be retained by the Security Trustee; and

- 10.5.2 all voting and other rights and powers attaching to the Investments shall be exercised by, or at the direction of, the Security Trustee and each Chargor shall, and shall procure that its nominees shall, comply with any directions the Security Trustee may give, in its absolute discretion, concerning the exercise of those rights and powers.

10.6 Calls on Investments

Each Chargor shall promptly pay all calls, instalments and other payments that may be or become due and payable in respect of all or any of the Investments. Each Chargor acknowledges that the Security Trustee shall not be under any liability in respect of any such calls, instalments or other payments.

10.7 No alteration of constitutional documents or rights attaching to Investments

Each Chargor shall not, without the prior written consent of the Security Trustee, amend, or agree to the amendment of:

- 10.7.1 the memorandum or articles of association, or any other constitutional documents, of each of the Chargors or of any of the Chargor's Subsidiaries; or
- 10.7.2 the rights or liabilities attaching to any of the Investments.

10.8 Preservation of Investments

Each Chargor shall ensure (as far as it is able to by the exercise of all voting rights, powers of control and other means available to it) that any issuer that is not a public company shall not:

- 10.8.1 consolidate or subdivide any of its Investments, or reduce or re-organise its share capital in any way;
- 10.8.2 issue any new shares or stock; or
- 10.8.3 refuse to register any transfer of any of its Investments that may be lodged for registration by, or on behalf of, the Security Trustee or any Chargor in accordance with this Deed.

10.9 Investments information

Each Chargor shall, promptly following receipt, send to the Security Trustee copies of any notice, circular, report, accounts and any other document received by it that relates to the Investments.

11 **Equipment covenants**

11.1 Each Chargor shall:

- 11.1.1 maintain the Equipment in good and serviceable condition (except for expected fair wear and tear) in compliance with all relevant manuals, handbooks, manufacturer's instructions and recommendations and maintenance or servicing schedules;
- 11.1.2 at its own expense, renew and replace any parts of the Equipment when they become obsolete, worn out or damaged with parts of a similar quality and of equal or greater value; and
- 11.1.3 not permit any Equipment to be:
- (a) used or handled other than by properly qualified and trained persons; or
 - (b) overloaded or used for any purpose for which it is not designed or reasonably suitable.

11.2 Each Chargor shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Equipment and, on demand, produce evidence of such payment to the Security Trustee.

11.3 Each Chargor:

11.3.1 shall, if so requested by the Security Trustee after the Senior Lender Discharge Date only, affix to and maintain on each item of Equipment in a conspicuous place, a clearly legible identification plate containing the following wording:

"NOTICE OF CHARGE

This [DESCRIBE ITEM] and all additions to it [and ancillary equipment] are subject to a fixed charge dated [DATE] in favour of [SECURITY TRUSTEE]."

11.3.2 shall not, and shall not permit any person to, conceal, obscure, alter or remove any plate affixed in accordance with clause 11.3.1

12 Book Debts covenants

Each Chargor shall not (except with the prior written consent of the Security Trustee) release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts.

13 Intellectual Property covenants

13.1 Each Chargor shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation) by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings.

13.2 Each Chargor shall use all reasonable efforts to register applications for the registration of any Intellectual Property, and shall keep the Security Trustee informed of all matters relating to each such registration.

13.3 Each Chargor shall not permit any Intellectual Property to be abandoned, cancelled or to lapse.

14 Powers of the Security Trustee

14.1 Power to remedy

14.1.1 The Security Trustee shall be entitled (but shall not be obliged) to remedy, at any time, a breach by any of the Chargors of any of its obligations contained in this Deed.

14.1.2 Each Chargor irrevocably authorises the Security Trustee and its agents to do all things that are necessary or desirable for that purpose.

14.1.3 Any monies expended by the Security Trustee in remedying a breach by each Chargor of its obligations contained in this Deed shall be reimbursed by each Chargor to the Security Trustee on a full indemnity basis and shall carry interest in accordance with clause 21.1.

14.2 Exercise of rights

The rights of the Security Trustee under clause 14.1 are without prejudice to any other rights of the Security Trustee under this Deed. The exercise of any rights of the Security Trustee under this Deed shall not make the Security Trustee liable to account as a mortgagee in possession.

14.3 Power to dispose of chattels

14.3.1 At any time after the security constituted by this Deed has become enforceable, the Security Trustee or any Receiver may, as agent for each of the Chargors, dispose of any chattels or produce found on any Property.

- 14.3.2 Without prejudice to any obligation to account for the proceeds of any disposal made under clause 14.3.1, each Chargor shall indemnify the Security Trustee and any Receiver against any liability arising from any disposal made under clause 14.3.1.

14.4 Security Trustee has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this Deed on a Receiver may, after the security constituted by this Deed has become enforceable, be exercised by the Security Trustee in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

14.5 Conversion of currency

- 14.5.1 For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Security Trustee may convert any monies received, recovered or realised by it under this Deed (including the proceeds of any previous conversion under this clause 14.5) from their existing currencies of denomination into any other currencies of denomination that the Security Trustee may think fit.
- 14.5.2 Any such conversion shall be effected at the Senior Lender's then prevailing spot selling rate of exchange for such other currency against the existing currency.
- 14.5.3 Each reference in this clause 14.5 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

14.6 New accounts

- 14.6.1 If the Security Trustee receives, or is deemed to have received, notice of any subsequent Security Interest, or other interest, affecting all or part of the Secured Assets, (other than the Senior Lender Security) the Security Trustee may open a new account for each Chargor in the Security Trustee's books. Without prejudice to the Security Trustee's right to combine accounts, no money paid to the credit of each Chargor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- 14.6.2 If the Security Trustee does not open a new account immediately on receipt of the notice, or deemed notice, under clause 14.6.1, then, unless the Security Trustee gives express written notice to the contrary to each of the Chargors, all payments made by each Chargor to the Security Trustee shall be treated as having been credited to a new account of each Chargor and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt of the relevant notice by the Security Trustee.

14.7 Security Trustee's set-off rights

If the Security Trustee has more than one account for each of the Chargors in its books, the Security Trustee may at any time after:

- 14.7.1 the security constituted by this Deed has become enforceable; or
- 14.7.2 the Security Trustee has received, or is deemed to have received, notice of any subsequent Security Interest or other interest affecting all or any part of the Secured Assets (other than the Senior Lender Security Documents),

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account that may be in debit. After making any such transfer, the Security Trustee shall notify each Chargor of that transfer.

14.8 Indulgence

The Security Trustee may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this Deed (whether or

not any such person is jointly liable with each Chargor) in respect of any of the Secured Liabilities, or of any other security for them without prejudice either to this Deed or to the liability of each Chargor for the Secured Liabilities.

14.9 Appointment of an Administrator

14.9.1 The Security Trustee may, without notice to each of the Chargors, appoint any one or more persons to be an Administrator of each Chargor pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this Deed becomes enforceable.

14.9.2 Any appointment under this clause 14.9 shall:

- (a) be in writing signed by a duly authorised signatory of the Security Trustee; and
- (b) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.

14.9.3 The Security Trustee may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 14.9 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

15 When security becomes enforceable

15.1 Subject to the terms of the Intercreditor Agreement, the security constituted by this Deed shall be immediately enforceable if an Event of Default occurs which is continuing and/or if the Chargors default in the performance of their obligations under the Guarantee.

15.2 After the security constituted by this Deed has become enforceable, the Security Trustee may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets.

16 Enforcement of security

16.1 Enforcement powers

16.1.1 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Deed) shall, as between the Security Trustee and a purchaser from the Security Trustee, arise on and be exercisable at any time after the execution of this Deed, but the Security Trustee shall not exercise such power of sale or other powers until the security constituted by this Deed has become enforceable under clause 14.1.

16.1.2 Section 103 of the LPA 1925 does not apply to the security constituted by this Deed.

16.2 Extension of statutory powers of leasing

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Security Trustee and any Receiver, at any time after the security constituted by this Deed has become enforceable, whether in its own name or in that of each of the Chargors, to:

- 16.2.1 grant a lease or agreement to lease;
- 16.2.2 accept surrenders of leases; or
- 16.2.3 grant any option of the whole or any part of the Secured Assets with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of each of the Chargors, and on such terms and conditions (including the payment of money to a lessee or tenant on a

surrender) as the Security Trustee or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

16.3 Access on enforcement

16.3.1 At any time after the Security Trustee has demanded payment of the Secured Liabilities when due and payment is not made or if any Chargor defaults in the performance of its obligations under this Deed, each Chargor will allow the Security Trustee or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Secured Asset and for that purpose to enter on any premises where a Secured Asset is situated (or where the Security Trustee or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to each Chargor for, or by any reason of, that entry.

16.3.2 At all times, each Chargor must use its best endeavours to allow the Security Trustee or its Receiver access to any premises for the purpose of clause 16.3.1 (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

16.4 At any time after the security constituted by this Deed has become enforceable, or after any powers conferred by any Security Interest having priority to this Deed shall have become exercisable, the Security Trustee may:

16.4.1 redeem that or any other prior Security Interest;

16.4.2 procure the transfer of that Security Interest to it; and

16.4.3 settle and pass any account of the holder of any prior Security Interest.

Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on each of the Chargors. All monies paid by the Security Trustee to an encumbrancer in settlement of any of those accounts shall, as from its payment by the Security Trustee, be due from each Chargor to the Security Trustee on current account and shall bear interest at the default rate of interest specified in the Loan Note Instruments and be secured as part of the Secured Liabilities.

16.5 No purchaser, mortgagee or other person dealing with the Security Trustee, any Receiver or Delegate shall be concerned to enquire:

16.5.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;

16.5.2 whether any power the Security Trustee, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or

16.5.3 how any money paid to the Security Trustee, any Receiver or any Delegate is to be applied.

16.6 Each Receiver and the Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

16.7 Neither the Security Trustee, any Receiver, any Delegate nor any Administrator shall be liable to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Secured Assets for which a mortgagee in possession might be liable as such.

16.8 The receipt of the Security Trustee or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Security Trustee, every

Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

16.9 Right of appropriation

16.9.1 To the extent that:

- (a) the Secured Assets constitute Financial Collateral; and
- (b) this Deed and the obligations of each of the Chargors under it constitute a Security Financial Collateral Arrangement,

the Security Trustee shall have the right, at any time after the security constituted by this Deed has become enforceable, to appropriate all or any of those Secured Assets in or towards the payment or discharge of the Secured Liabilities in any order that the Security Trustee may, in its absolute discretion, determine.

16.9.2 The value of any Secured Assets appropriated in accordance with this clause shall be the price of those Secured Assets at the time the right of appropriation is exercised as listed on any recognised market index, or determined by any other method that the Security Trustee may select (including independent valuation).

16.9.3 Each Chargor agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

17 **Receiver**

17.1 At any time after the security constituted by this Deed has become enforceable, or at the request of each of the Chargors, the Security Trustee may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets.

17.2 The Security Trustee may, without further notice (subject to section 45 of the Insolvency Act 1986), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

17.3 The Security Trustee may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this Deed, which shall be due and payable immediately on its being paid by the Security Trustee.

17.4 The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Security Trustee under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

17.5 The power to appoint a Receiver (whether conferred by this Deed or by statute) shall be, and remain, exercisable by the Security Trustee despite any prior appointment in respect of all or any part of the Secured Assets.

17.6 Any Receiver appointed by the Security Trustee under this Deed shall be the agent of each Chargor and each Chargor shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until each Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Security Trustee.

18 **Powers of Receiver**

18.1 General

- 18.1.1 Any Receiver appointed by the Security Trustee under this Deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 18.2 to clause 18.23.
- 18.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.
- 18.1.3 Any exercise by a Receiver of any of the powers given by clause 18 may be on behalf of any Chargor, the directors of that Chargor (in the case of the power contained in clause 18.16) or himself.
- 18.2 A Receiver may undertake or complete any works of repair, building or development on the Properties and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.
- 18.3 A Receiver may grant, or accept surrenders of, any leases or tenancies affecting any Property and may grant any other interest or right over any Property on any terms, and subject to any conditions, that he thinks fit.
- 18.4 A Receiver may provide services and employ, or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he thinks fit. A Receiver may discharge any such person or any such person appointed by any Chargor.
- 18.5 A Receiver may make, exercise or revoke any value added tax option to tax as he thinks fit.
- 18.6 A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) that the Security Trustee may prescribe or agree with him.
- 18.7 A Receiver may collect and get in the Secured Assets or any part of them in respect of which he is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights.
- 18.8 A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of each of the Chargors.
- 18.9 A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which he is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.
- 18.10 A Receiver may sever and sell separately any fixtures or fittings from any Property without the consent of each of the Chargors.
- 18.11 A Receiver may sell and assign all or any of the Book Debts in respect of which he is appointed in any manner, and generally on any terms and conditions, that he thinks fit.
- 18.12 A Receiver may give valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.
- 18.13 A Receiver may make any arrangement, settlement or compromise between each Chargor and any other person that he may think expedient.
- 18.14 A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as he thinks fit.

- 18.15 A Receiver may make substitutions of, or improvements to, the Equipment as he may think expedient.
- 18.16 A Receiver may make calls conditionally or unconditionally on the members of each Chargor in respect of uncalled capital with (for that purpose and for the purpose of enforcing payments of any calls so made) the same powers as are conferred by the articles of association of each Chargor on its directors in respect of calls authorised to be made by them.
- 18.17 A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 21, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by each Chargor under this Deed.
- 18.18 A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925, and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.
- 18.19 A Receiver may, for any of the purposes authorised by this clause 18, raise money by borrowing from the Security Trustee (or from any other person) either unsecured or on the security of all or any of the Secured Assets in respect of which he is appointed on any terms that he thinks fit (including, if the Security Trustee consents, terms under which that security ranks in priority to this Deed).
- 18.20 A Receiver may redeem any prior Security Interest and settle and pass the accounts to which the Security Interest relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on each Chargor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.
- 18.21 A Receiver may delegate his powers in accordance with this Deed.
- 18.22 A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights he would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Secured Assets or any part of the Secured Assets.
- 18.23 A Receiver may do any other acts and things:
- 18.23.1 that he may consider desirable or necessary for realising any of the Secured Assets;
 - 18.23.2 that he may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this Deed or law; and
 - 18.23.3 that he lawfully may or can do as agent for each Chargor.

19 Delegation

- 19.1 The Security Trustee or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed (including the power of attorney granted under clause 23.1).
- 19.2 The Security Trustee and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.
- 19.3 Neither the Security Trustee nor any Receiver shall be in any way liable or responsible to each of the Chargors for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate, save for wilful default, gross misconduct or gross negligence.

20 Application of proceeds

- 20.1 Subject to the terms of the Intercreditor Agreement, all monies received by the Security Trustee, a Receiver or a Delegate under this Deed, after the security constituted by this Deed has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

- 20.1.1 in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Security Trustee (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this Deed, and of all remuneration due to any Receiver under or in connection with this Deed;
- 20.1.2 in or towards payment of or provision for the Secured Liabilities in any order and manner that the Security Trustee determines; and
- 20.1.3 in payment of the surplus (if any) to each Chargor or other person entitled to it.
- 20.2 Neither the Security Trustee, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.
- 20.3 All monies received by the Security Trustee, a Receiver or a Delegate under this Deed:
 - 20.3.1 may, at the discretion of the Security Trustee, Receiver or Delegate, be credited to any suspense or securities realised account;
 - 20.3.2 shall bear interest, if any, at the rate agreed in writing between the Security Trustee and each of the Chargors; and
 - 20.3.3 may be held in that account for so long as the Security Trustee, Receiver or Delegate reasonably considers to be necessary.

21 Costs and indemnity

- 21.1 Each Obligor shall pay to, or reimburse, the Security Trustee and any Receiver on demand, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Security Trustee, any Receiver or any Delegate in connection with:
 - 21.1.1 this Deed or the Secured Assets;
 - 21.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Security Trustee's, a Receiver's or a Delegate's rights under this Deed;
 - 21.1.3 taking proceedings for, or recovering, any of the Secured Liabilities, together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding up or administration of any of Chargors) at the rate and in the manner specified in the Loan Note Instruments.
- 21.2 Each Obligor shall indemnify the Security Trustee, each Receiver and each Delegate, and their respective employees and agents, on a full indemnity basis against any cost, charge, expense, tax, loss, liability or damage incurred by any of them as a result of:
 - 21.2.1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Deed or by law in respect of the Secured Assets;
 - 21.2.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Deed; or
 - 21.2.3 any default or delay by any of the Chargors in performing any of its obligations under this Deed.

Any past or present employee or agent may enforce the terms of this clause 21.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

- 21.3 Clause 21.2 shall not apply where the cost, charge, expense, tax, loss, liability or damage arose as a result of the gross negligence or wilful misconduct of the relevant Security Trustee, Receiver and/or Delegate.

22 Further assurance

- 22.1 Each Obligor shall, at its own expense, take whatever action the Security Trustee or any Receiver may reasonably require for:

22.1.1 creating, perfecting or protecting the security intended to be created by this Deed;

22.1.2 facilitating the realisation of any Secured Asset; or

22.1.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Security Trustee or any Receiver in respect of any Secured Asset,

including, without limitation (if the Security Trustee or Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Security Trustee or to its nominee) and the giving of any notice, order or direction and the making of any registration.

23 Power of attorney

- 23.1 By way of security, each Obligor irrevocably appoints the Security Trustee, every Receiver and every Delegate separately to be the attorney of each Obligor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

23.1.1 each Obligor is required to execute and do under this Deed but which it has failed to do; or

23.1.2 any attorney deems necessary in exercising any of the rights, powers, authorities and discretions conferred by this Deed or by law on the Security Trustee, any Receiver or any Delegate.

- 23.2 Each Obligor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 23.1.

24 Release

- 24.1 Subject to clause 29.3, on the expiry of the Security Period (but not otherwise), the Security Trustee shall, at the request and cost of each of the Chargors, take whatever action is necessary to:

24.1.1 release the Secured Assets from the security constituted by this Deed; and

24.1.2 reassign the Secured Assets to each Chargor.

25 Additional Guarantors

- 25.1 A Subsidiary owned or controlled by a Chargor shall become an Additional Guarantor if:

25.1.1 the Borrower and the proposed Additional Guarantor deliver to the Security Trustee a duly completed and executed Guarantor Accession Deed as set out in Schedule 3; and

25.1.2 the Security Trustee has received all of the documents and other evidence relation to that Additional Guarantor, each in form and substance satisfactory to the Security Trustee.

- 25.2 Each Guarantor will procure that any new Subsidiary (incorporated in England and Wales) owned or controlled by it becomes an Additional Guarantor (unless otherwise agreed by the Security Trustee).

- 25.3 A Subsidiary owned or controlled by a Chargor shall become an Additional Guarantor if:
- 25.3.1 that Subsidiary executes and delivers to the Security Trustee a duly completed and executed Accession Deed; and
 - 25.3.2 the Security Trustee has received all documents and other evidence required by it to comply with "know your customer" or similar identification procedures where the necessary information is not already available to it
- 25.4 By becoming an Additional Guarantor, the Additional Guarantor guarantees the obligations of each other Guarantor under the terms of Schedule 2.
- 25.5 Each Guarantor consents to any Subsidiary becoming an Additional Guarantor as contemplated by clauses 25.3.1 and 25.3.2 above.
- 25.6 The Borrower shall ensure that each Additional Guarantor shall also accede as an Additional Chargor under the terms of clause 26 if required by the Security Trustee.

26 Additional Chargors

- 26.1 By becoming an Additional Chargor, the Additional Chargor guarantees the obligations of each other Chargor under the terms of clause 3.2.
- 26.2 A Subsidiary owned or controlled by a Chargor shall become an Additional Chargor if:
- 26.2.1 the Borrower and the proposed Additional Guarantor deliver to the Security Trustee a duly completed and executed Accession Deed as set out in Schedule 4; and
 - 26.2.2 the Agent has received all of the documents and other evidence relation to that Additional Chargor, each in form and substance satisfactory to the Security Trustee.
- 26.3 Each Chargor will procure that any new Subsidiary (incorporated in England and Wales) owned or controlled by it becomes an Additional Chargor (unless otherwise agreed by the Security Trustee).
- 26.4 A Subsidiary owned or controlled by a Chargor shall become an Additional Chargor if:
- 26.4.1 that Subsidiary executes and delivers to the Security Trustee a duly completed and executed Accession Deed;
 - 26.4.2 the Security Trustee has received all documents and other evidence required by it to comply with "know your customer" or similar identification procedures where the necessary information is not already available to it (whether under the Subscription Agreement or otherwise); and
 - 26.4.3 any other authorisation, or other document, opinion or assurance which the Security Trustee considers necessary or desirable in connection with the entry into and performance of the transactions contemplated by the Accession Deed or for the validity and enforceability of this Debenture.
- 26.5 Each Chargor consents to any Chargor becoming an Additional Chargor as contemplated by paragraphs 26.4.1 and 26.4.2 above.
- 26.6 Each Chargor confirms that the execution of any Accession Deed by a new Subsidiary will in no way prejudice or affect the security granted by each of them under (and the covenants given by each of them in), this Debenture and that this Debenture shall remain in full force and effect as supplemented by any such Accession Deed.
- 26.7 Each Chargor further confirms that the execution of any other supplemental security document by an Additional Chargor will in no way prejudice or affect the security granted by each of them under (and the covenants given by each of them in), this Debenture and that this Debenture shall remain in full force and effect as supplemented by any such supplemental security document.

27 Assignment and transfer

27.1 Assignment by Security Trustee

- 27.1.1 At any time, without the consent of each of the Obligors, the Security Trustee may assign or transfer the whole or any part of the Security Trustee's rights and/or obligations under this Deed to any person to the extent permitted by the Loan Note Instruments and the Intercreditor Agreement.
- 27.1.2 The Security Trustee may disclose to any actual or proposed assignee or transferee any information about each Obligor, the Secured Assets and this Deed that the Security Trustee reasonably considers appropriate.

27.2 Assignment by the Chargors

No Obligor may assign any of its rights, or transfer any of its obligations, under this Deed, or enter into any transaction that would result in any of those rights or obligations passing to another person.

28 Intercreditor Agreement

Notwithstanding any other provision of this Deed, this Deed is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the Intercreditor Agreement and this Deed, the provisions of the Intercreditor Agreement shall prevail.

29 Further provisions

- 29.1 This Deed shall be in addition to, and independent of, any other security or guarantee that the Security Trustee may hold for any of the Secured Liabilities at any time. No prior security held by the Security Trustee over the whole or any part of the Secured Assets shall merge in the security created by this Deed.
- 29.2 This Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Security Trustee discharges this Deed in writing.
- 29.3 Any release, discharge or settlement between the Borrower and/or the Obligors and the Security Trustee shall be deemed conditional on no payment or security received by the Security Trustee in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:
 - 29.3.1 the Security Trustee or its nominee may retain this Deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Security Trustee deems necessary to provide the Security Trustee with security against any such avoidance, reduction or order for refund; and
 - 29.3.2 the Security Trustee may recover the value or amount of such security or payment from each Obligor subsequently as if the release, discharge or settlement had not occurred.
- 29.4 A certificate or determination by the Security Trustee as to any amount for the time being due to it from each Obligor under this Deed and/or under the Loan Notes shall be, in the absence of any manifest error, conclusive evidence of the amount due.
- 29.5 The rights and remedies of the Security Trustee conferred by this Deed are cumulative, may be exercised as often as the Security Trustee considers appropriate, and are in addition to its rights and remedies under the general law.
- 29.6 Any waiver or variation of any right or remedy by the Security Trustee (whether arising under this Deed or under the general law), or any consent given under this Deed, is only be effective if it is in writing and signed by the waiving, varying or consenting party, and applies only in the

circumstances for which it was given, and shall not prevent the party giving it from subsequently relying on the relevant provision.

- 29.7 No act or course of conduct or negotiation by, or on behalf of, the Security Trustee shall, in any way, preclude the Security Trustee from exercising any right or remedy under this Deed or constitute a suspension or variation of any such right or remedy.
- 29.8 No delay or failure to exercise any right or remedy under this Deed shall operate as a waiver of that right or remedy or constitute an election to affirm this Deed. No election to affirm this Deed on the part of the Security Trustee shall be effective unless it is in writing.
- 29.9 No single or partial exercise of any right or remedy under this Deed shall prevent any further or other exercise of that right or remedy, or the exercise of any other right or remedy under this Deed.
- 29.10 The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this Deed.
- 29.11 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Deed under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.
- 29.12 This Deed may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

30 Notices

- 30.1 Each notice or other communication required to be given under, or in connection with, this Deed shall be:

- 30.1.1 in writing, delivered personally or sent by pre-paid first-class letter; and

- 30.1.2 sent:

- (a) to each of the Obligors at:
Address: the registered address of each Obligor
Attention: the directors of each Obligor
 - (b) to the Security Trustee at:
Address: Capital Building, Tyndall Street, Cardiff, Wales, CF10 4AZ
Attention: Guy Davies, Peter Barkley & Lynne Morris

- or to any other address as is notified in writing by one party to the other from time to time.

- 30.2 Any notice or other communication that the Security Trustee gives shall be deemed to have been received:

- 30.2.1 if given by hand, at the time of actual delivery; and

- 30.2.2 if posted, on the second Business Day after the day it was sent by pre-paid first-class post.

A notice or other communication given as described in clause 30.2 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

- 30.3 Any notice or other communication given to the Security Trustee shall be deemed to have been received only on actual receipt.

31 Governing law and jurisdiction

- 31.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 31.2 The parties to this Deed irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Security Trustee to take proceedings against each of the Obligors in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of that other jurisdiction.
- 31.3 Each Obligor irrevocably consents to any process in any proceedings under clause 31.2 being served on it in accordance with the provisions of this Deed relating to service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 – The Original Guarantors

Name of Guarantor	Registered Number
C3 123 Limited	13056890
C3 456 Limited	13061044
C3 789 Limited	13064544
Channel 3 Consulting Ltd	06824790

Schedule 2 – The Original Chargors

Name of Chargor	Registered Number
C3 123 Limited	13056890
C3 456 Limited	13061044
C3 789 Limited	13064544
Channel 3 Consulting Ltd	06824790

Schedule 3 – The Guarantee

- 1 The Guarantee is to be binding on the Guarantors and each of them as a continuing security for the full amount which is now or in the future becomes due and payable or owing to the Security Trustee and shall remain in full force and effect notwithstanding (a) any payments from time to time made to the Security Trustee or (b) any settlement of account or any other thing whatsoever.
- 2
- 2.1 If, notwithstanding paragraph 1 of this Schedule 2, the Guarantee is determined for any reason, on the expiry of one month from the date of receipt by the Security Trustee of written notice to the Security Trustee from a Guarantor to discontinue it in respect of the liability of that Guarantor, the liability of that Guarantor shall be crystallised (subject to paragraph 2.2 of this Schedule 2) except as regards interest, commission, charges and expenses, without affecting the liability of any Guarantor who shall not have given notice to the Security Trustee of discontinuance.
- 2.2 Notice of discontinuance under paragraph 2.1 of this Schedule 2 shall not affect the liability of each Guarantor giving such notice for the amount recoverable at the date of the expiry of the notice and that Guarantor shall continue to be liable for all sums which will or may become due and payable to the Security Trustee from any Guarantor under or in respect of any dealing, transaction or engagement effected or entered into before that date or after that date but pursuant to any commitment, express or implied, assumed or undertaken by the Security Trustee to any Guarantor before that date.
- 2.3 If for any reason the Guarantee shall cease to be a continuing security to the Security Trustee, the Security Trustee may either continue any then existing account(s) or open one or more new accounts for any of the Guarantors, but in any case the obligations of each Guarantor under the Guarantee at the date the Guarantee ceases to be a continuing security shall remain unaffected by and be computed without regard to any payment into or out of any such account.
- 3 The liabilities of each of the Guarantors to the Security Trustee under the Guarantee shall not be discharged, impaired or in any way affected as a result of:
 - 3.1 any time or indulgence or waiver given to, or composition made with any of the Guarantors or any other person;
 - 3.2 any other right, remedy, guarantee, mortgage or other security held by or available to the Security Trustee being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Security Trustee from time to time dealing with, exchanging, varying, realising, releasing or failing to perfect or enforce any of the same;
 - 3.3 the insolvency, receivership, liquidation, administration of or analogous proceedings relating to any of the Guarantors or any other person;
 - 3.4 any amendment, variation or modification to, or replacement of any agreement or arrangement recording or securing or comprising the Secured Liabilities;
 - 3.5 the taking, variation, compromise, renewal or release or refusal or neglect to perfect or enforce any rights, remedies or securities against any of the Guarantors or any other person;
 - 3.6 any change in the constitution of the Security Trustee (or any of the successors or assigns of the Security Trustee) or as a result of the amalgamation or consolidation by the Security Trustee with any other Guarantor or entity;
 - 3.7 any other act, omission, circumstance, matter or thing which but for this paragraph might operate to discharge, impair or otherwise affect the obligations of any Guarantor under the Guarantee whether in whole or in part.

- 4 The Guarantee (and the obligations of each Guarantor) shall continue in full force and effect notwithstanding:
 - 4.1 the fact that any purported obligation of any of the Guarantors or any other person to the Security Trustee (or any security therefor) becomes wholly or partly illegal, invalid or unenforceable in any respect whether or not known to the Security Trustee or the relevant Guarantor;
 - 4.2 any incapacity or any change in the constitution of, or any amalgamation or reconstruction of, any Guarantor or any other person or any other matter whatsoever;
 - 4.3 the failure of any Guarantor to be bound by the Guarantee for any reason whatsoever.
- 5 Subject to paragraph 6 of this Schedule 2, until all the Secured Liabilities have been irrevocably paid and discharged in full, no Guarantor will:
 - 5.1 be subrogated to or otherwise entitled to participate in, any security or monies held, received or receivable by the Security Trustee or be entitled to any right of contribution in respect of any payment made by any Guarantor hereunder;
 - 5.2 exercise or enforce any of its rights of subrogation and indemnity against any of the Guarantors;
 - 5.3 following a claim being made on a Guarantor hereunder, demand or accept repayment of any monies due from any of the Guarantors to it or claim any set-off or counterclaim against any of the Guarantors;
 - 5.4 claim or prove in a liquidation or other insolvency proceeding of any of the Guarantors in competition with the Security Trustee.
- 6 Following the making of a demand under the Guarantee, each Guarantor will (at its own cost) promptly take such of the steps or action as are referred to in paragraph 5 of this Schedule 2 as the Security Trustee may from time to time stipulate.
- 7 Each Guarantor shall promptly pay to the Security Trustee an amount equal to any set-off, proof or counterclaim exercised by it against any other Guarantor and shall hold in trust for and promptly pay or transfer to the Security Trustee any payment or distribution or benefit of security in fact received by it whether arising as a result of a breach of paragraph 5 of this Schedule 2 or compliance with directions given under paragraph 6 of this Schedule 2;
- 8
 - 8.1 If the Security Trustee (on the basis of legal advice received by it for this purpose) reasonably considers that any amount paid by a Guarantor in respect of the Secured Liabilities is capable of being avoided or set aside on the liquidation or administration of any Guarantor or otherwise, then such amount shall not be considered to have been paid for the purposes of the Guarantee.
 - 8.2 Any release, settlement or discharge between any Guarantor and the Security Trustee shall be conditional upon no payment, assurance or security received by the Security Trustee from such Guarantor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment (English or foreign) relating to insolvency, liquidation or analogous circumstances in force from time to time and accordingly (but without limiting the other rights of the Security Trustee hereunder), the Security Trustee shall be entitled to recover from such Guarantor the value which the Security Trustee has placed upon such security or the amount of any such payment as if such release, settlement or discharge had not occurred.
 - 8.3 Except in respect of the refinancing of the Secured Liabilities by a third party financier as a result of which the Secured Liabilities are repaid in full (but not in part only) to the Security Trustee, the Security Trustee may, following the discharge of all the Secured Liabilities, retain any security held by it under this Deed until it is satisfied that it will not have to make any repayment under any law referred to in paragraph 8.2 of this Schedule 2.

- 8.4 The Guarantee is and will remain the property of the Security Trustee after any release or settlement of any Guarantor's liability to the Security Trustee.
- 9 For the purposes of the liability of each Guarantor to the Security Trustee under the Guarantee (including the liability of each Guarantor for interest) every sum of money which may now or in the future be or become due or owing to the Security Trustee (or would have become so due or owing were it not for the liquidation or insolvency of any other Guarantor) shall be deemed to continue due and owing to the Security Trustee until the same shall be actually repaid to the Security Trustee notwithstanding the winding up or insolvency of any Guarantor or any other event whatever.
- 10 The Guarantee shall constitute the primary obligations of each of the Guarantors and the Security Trustee shall not be obliged to make a demand on any Guarantor before enforcing its rights against any other Guarantor under the Guarantee.
- 11
- 11.1 The Guarantee given by each Guarantor under this Deed shall be construed as if it were a separate guarantee and indemnity by each Guarantor in respect of the obligations owed by each other Guarantor to the Security Trustee.
- 11.2 Each Guarantor agrees and consents to be bound by the terms of the Guarantee notwithstanding that one or more of the other Guarantors which was or were intended to execute this Guarantee may not do so or may not be bound by it for any reason.

Schedule 4 - Deed of Accession – Additional Guarantor

FORM OF GUARANTOR ACCESSION DEED

To: [] as Security Trustee for itself and each of the Noteholders.

From: [Subsidiary] and [Borrower]

Dated:

Dear Sirs

[] – Composite Guarantee and Debenture dated [] (the "Guarantee and Debenture")

1. We refer to the Guarantee and Debenture. This is a Guarantor Accession Deed. This deed (the "**Accession Deed**") shall take effect as an Accession Deed for the purposes of the Guarantee and Debenture. Terms defined in the Guarantee and Debenture shall have the same meaning as in this Accession Deed unless given a different meaning in this Accession Deed.
2. *Subsidiary* agrees to become an Additional Guarantor and to be bound by the terms of the Guarantee and Debenture as an Additional Guarantor under clause [] (*Additional Guarantors*) of the Guarantee and Debenture. [Subsidiary] is a company duly incorporated under the laws of [name of relevant jurisdiction].
3. [Subsidiary] confirms that it has received copies of the Loan Note Documents and acknowledges its terms.
4. [The Borrower confirms that no [Event of Default] is continuing or would occur as a result of [Subsidiary] becoming an Additional [Guarantor].]
5. [Subsidiary's] administrative details for the purposes of the Guarantee and Debenture are as follows:

Address:

Email address:

Attention:
6. The Additional Guarantor confirms that it intends to be party to the Intercreditor Agreement and will accede to it in accordance with the terms of the Senior Lender Finance Documents and agrees that it shall be bound by all the provisions of the Intercreditor Agreement as if it had been an original party to the Intercreditor Agreement.
7. This Accession Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

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

The Additional Guarantor

EXECUTED and DELIVERED as a **DEED** by
[] **LIMITED**
acting by two directors, a director and a)

.....
Director

a secretary or a director in the presence of:)
Director/Secretary

Witness signature:

Witness name:

Address:

.....

.....

Occupation:

The Borrower

**EXECUTED and DELIVERED as a DEED by)
[] LIMITED) Director**

acting by two directors, a director and a)
a secretary or a director in the presence of:)
Director/Secretary

Witness signature:

Witness name:

Address:

.....

.....

Occupation:

The Security Trustee

**EXECUTED and DELIVERED as a DEED by)
WESTBRIDGE II LP) Director**

acting by its duly authorised manager) Name
**WESTBRIDGE FUND MANAGERS)
LIMITED acting by two directors)**

.....
Director
Name

Schedule 5–Deed of Accession - Additional Chargor

THIS ACCESSION DEED is made [DATE]

BETWEEN:

- (1) [NAME] (Registered number [NUMBER] (an " **Additional Chargor**")); and
- (2) **WESTBRIDGE II LP** (LP018144) acting by its general partner **WestBridge II GP LLP** (OC416597) acting by its duly authorised manager **WestBridge Fund Managers Limited (02914364)**, a private limited company incorporated and registered in England and Wales whose registered office is at Capital Building, Tyndall Street, Cardiff, CF10 4AZ as the trustee for itself and each of the Noteholders (the "**Security Trustee**").

RECITAL:

This Accession Deed is supplemental to a composite guarantee and debenture dated [DATE] between (amongst others) the Original Chargors and the Security Trustee, as previously supplemented and amended by earlier Accession Deeds (if any) (the "**Debenture**").

NOW THIS ACCESSION DEED WITNESSES as follows:

1 Interpretation

1.1 Definitions

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

1.2 Construction

Clause 1.2 (*Interpretation*) of the Debenture shall be incorporated into this Agreement as if set out in full in this Agreement and as if references in that clause to "**the Debenture**" were references to this Accession Deed.

2 Accession of new Chargors

2.1 Accession

The Additional Chargor agrees to be a Chargor 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 Chargor.

3 Covenant to pay

The Additional Chargor shall, on demand, pay to the Security Trustee as agent for itself and the Noteholders and discharge the Secured Liabilities when they become due under the terms of the Loan Notes and this Deed.

4 Grant of security

4.1 As a continuing security for the payment and discharge of the Secured Liabilities under clause 3 above, subject to the terms of the Intercreditor Agreement, the Additional Chargor with full title guarantee:

4.1.1 charges to the Security Trustee by way of legal mortgage, all of the Properties vested in or charged in the Additional Chargor together with all buildings and fixtures thereon;

4.1.2 by way of fixed charge:

(a) all Properties acquired by the Additional Chargor in the future;

- (b) all present and future interests of the Additional Chargors not effectively mortgaged or charged under the preceding provisions of this clause 4 in, or over, freehold or leasehold property;
- (c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;
- (d) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Additional Chargor's business or the use of any Secured Asset, and all rights in connection with them;
- (e) all its present and future goodwill;
- (f) all its uncalled capital;
- (g) all the Equipment;
- (h) all the Intellectual Property;
- (i) all the Book Debts;
- (j) all the Investments;
- (k) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account);
- (l) all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy, to the extent not effectively assigned under clause 4.1.3(a); and
- (m) all its rights in respect of each Specific Contract and all other agreements, instruments and rights relating to the Secured Assets, to the extent not effectively assigned under clause 4.1.3(b);

4.1.3 assigns to the Security Trustee absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities all its rights:

- (a) in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy; and
- (b) each of the Specific Contracts and the benefit of all other agreements, instruments and rights relating to the Secured Assets; and

4.1.4 charges to the Security Trustee, by way of floating charge, all the undertaking, property, assets and rights of the Chargors at any time not effectively mortgaged, charged or assigned under clause 4.1.1 to clause 4.1.3 inclusive.

4.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 4.1.4.

5 **Negative pledge**

5.1 The Additional Chargor shall not at any time, except with the prior written consent of the Security Trustee:

- 5.1.1 create, purport to create or permit to subsist any Security Interest on, or in relation to, any Secured Asset other than any Security Interest created by this Deed and by the Senior Lender Security Documents;
- 5.1.2 sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge); or

5.1.3 create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party other than under the Senior Lender Security Documents.

5.2 Each Chargor shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Security Trustee, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this Accession Deed.

6 CONSTRUCTION OF DEBENTURE

6.1 The Debenture and this Accession Deed shall be read together as one instrument on the basis that references in the Debenture to "this Deed" or "this Debenture" and other similar expressions will be deemed to be references to the Debenture as supplemented by this Accession Deed; and where the Debenture requires a Chargor to perform an obligation "on the date of this Debenture" the Additional Chargor shall perform that obligation on the date of this Accession Deed.

6.2 This Accession Deed is supplemental to the Debenture and the Debenture remains in full force and effect.

7 NOTICES

7.1 The Additional Chargor confirms that its address details for notices in relation to clause 30 (*Notices*) of the Debenture are as follows:

Address:

Email:

Attention:

8 GOVERNING LAW

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

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

The Additional Chargor

EXECUTED and DELIVERED as a DEED by)
[] LIMITED)	Director
acting by two directors, a director and a)	
a secretary or a director in the presence of:)
	Director/Secretary

Witness signature:

Witness name:

Address:

.....

.....

Occupation:

The Security Trustee

EXECUTED and DELIVERED as a DEED by)
WESTBRIDGE II LP)	Director
acting by its duly authorised manager)	Name
WESTBRIDGE FUND MANAGERS)	
LIMITED acting by two directors)
	Director
	Name

The Original Guarantors

EXECUTED and **DELIVERED** as a **DEED** by)
C3 123 LIMITED acting by two directors)
)

Director
Name: Nicholas Deman

Director
Name: John Howard

EXECUTED and DELIVERED as a DEED by)
C3 456 LIMITED acting by two directors)
)

Director
Name: Nicholas Deman

Director
Name: John Howard

EXECUTED and DELIVERED as a DEED by)
C3 789 LIMITED acting by two directors)
)

Director
Name: Nicholas Deman

Director
Name: John Howard

EXECUTED and **DELIVERED** as a **DEED** by)
CHANNEL 3 CONSULTING LTD acting by)
two directors)

Director
Name: Nicholas Deman

Director
Name: John Howard

The Original Chargors

EXECUTED and **DELIVERED** as a **DEED** by)
C3 123 LIMITED acting by two directors)
)

.....
Director
Name: Nicholas Deman

Director
Name: John Howard

EXECUTED and **DELIVERED** as a **DEED** by)
C3 456 LIMITED acting by two directors)
)

Director
Name: Nicholas Deman

Director
Name: John Howard

EXECUTED and **DELIVERED** as a **DEED** by)
C3 789 LIMITED acting by two directors)
)

Director
Name: Nicholas Deman

Director
Name: John Howard

EXECUTED and **DELIVERED** as a **DEED** by)
CHANNEL 3 CONSULTING LTD acting by)
two directors)

Director
Name: Nicholas Deman

Director
Name: John Howard

The Security Trustee

EXECUTED and **DELIVERED** as a **DEED** by)
WESTBRIDGE II LP)
acting by its duly authorised manager)
WESTBRIDGE FUND MANAGERS)
LIMITED acting by two directors)

 ..

Director
Name: Guy Davies

 ..

Director
Name: Valerie Kendall