



Registration of a Charge

Company Name: **LUSTRUM INVESTMENTS LIMITED**

Company Number: **13197089**



XA8S86M8

Received for filing in Electronic Format on the: **15/07/2021**

Details of Charge

Date of creation: **13/07/2021**

Charge code: **1319 7089 0001**

Persons entitled: **MARKERSTUDY LIMITED**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **SLAUGHTER AND MAY (PEACHES STANFORTH)**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13197089

Charge code: 1319 7089 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th July 2021 and created by LUSTRUM INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th July 2021 .

Given at Companies House, Cardiff on 17th July 2021

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



Companies House



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

EXECUTION VERSION

Dated 13 July 2021

Certified as a true copy by
Slaughter and May, save for
material redacted pursuant to
s.859G of the Companies
Act 2006.

15 July 2021

LUSTRUM INVESTMENTS LIMITED

as Original Chargor

and

MARKERSTUDY LIMITED

as Security Trustee

DEBENTURE

Slaughter and May
One Bunhill Row
London EC1Y 8YY
CLXP/JNXC/PXZS

EXECUTION VERSION

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THIS DEED is made on 13 July 2021 between:

- (1) **LUSTRUM INVESTMENTS LIMITED** a limited liability company incorporated under the laws of England and Wales (registered number 13197089) and having its registered office at Markerstudy House, 45 Westerham Road, Bessels Green, Sevenoaks, Kent, England, TN13 2QB (**the "Original Chargor"**);
- (2) **MARKERSTUDY LIMITED** a company incorporated in England and Wales with registration number 11711583, whose registered address is 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB, as security trustee for the Secured Parties (**the "Security Trustee"**).

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"Assigned Asset" means any assets expressed to be assigned under Clause 3.3 (*Assignment*).

"Associated Benefits" means, in respect of any asset:

- (a) all monies including (where relevant) all rent, dividends, distributions, profits, compensation, damages, income or interest paid or payable relating to that asset; and
- (b) all Authorisations, rights, benefits, claims or property at any time relating to that asset.

"Book Debts" means, in relation to any Chargor, all book and other debts, revenues and monetary claims of or owing to, or other amounts recoverable or receivable by, that Chargor and any rights or claims of that Chargor in respect of such debts, revenues and monetary claims.

"Charged Account" means each account listed in Part III of Schedule 1 (*Details of Charged Property*).

"Charged Property" means the assets of each Chargor which from time to time are, or are expressed to be, the subject of any Security created by this Deed.

"Chargor" means the Original Chargor and any company which accedes to this Deed under a **Deed of Accession (together the "Chargors")**.

"Debt Document" means this Deed, any document evidencing or recording the terms of any Secured Obligations, any intercreditor, ranking, priority, subordination or similar arrangements agreed between the Security Trustee and the Secured Parties, and any other document designated as such by the Security Trustee.

"Deed of Accession" means a deed substantially in the form set out in Schedule 3 (*Form of Deed of Accession*).

"Default" means an Enforcement Event or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination under any Debt Document or any combination of any of the foregoing) be an Enforcement Event.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee.

"Enforcement Event" means:

- (a) the occurrence of an Event of Default; and
- (b) the occurrence of any event or circumstance which entitles a Secured Party to require the Security Trustee **to enforce that Secured Party's security under any Debt Document**; and
- (c) any event or circumstance specified as such in Clause 8.3 (*Additional Enforcement Events*).

"Event of Default" means any event or circumstance described as such in any Debt Document.

"Floating Charge Asset" means, at any time, any Charged Property which, at that time, is the subject of the floating charge created by this Deed.

"Group" means the SQIB Limited and each of its Subsidiaries from time to time.

"Guarantor" means each company that provides a guarantee in favour of the Security Trustee (whether for its own account or as agent or trustee for the Secured Parties) or any other Secured Party in respect of any present and future obligations and liabilities of the Original Chargor (whether actual or contingent) which are, or are expressed to be, or may become due owing or payable to the Security Trustee (whether for its own account or as agent or trustee for the Secured Parties) or to any of the other Secured Parties.

"Insolvency Act" means the Insolvency Act 1986.

"Insurances" means all contracts or policies of Insurance of whatever nature.

"Investments" means:

- (a) the Specified Shares; and
- (b) in relation to any Chargor, all other stocks, shares, bonds, securities or investments held by it for the time being.

"Legal Reservations" means:

- (a) the principle that certain remedies may be granted or refused at the discretion of a court, the principles of reasonableness and fairness and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

- (b) the time barring of claims under applicable limitation laws (including the Limitation Act 1980 and the Foreign Limitation Periods Act 1984), the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of acquiescence, set-off or counterclaim;
- (c) the principle that a court may not give effect to an indemnity for legal costs incurred by an unsuccessful litigant;
- (d) the principle that the creation or purported creation of Security over any contract or agreement which is subject to a prohibition on transfer, assignment or charging may be void, ineffective or invalid and may give rise to a breach of the contract or agreement over which Security has purportedly been created; and
- (e) similar principles, rights and defences under the laws of any Relevant Jurisdiction.

"LPA" means the Law of Property Act 1925.

"Mortgaged Property" means the Real Property described opposite the name of each Chargor in Part I of Schedule 1 (*Details of Charged Property*).

"Obligors" means the Original Chargor and each Guarantor.

"QRe" means Qatar Reinsurance Company Limited.

"Real Property" means:

- (a) all estates or interests in any freehold or leasehold property;
- (b) any buildings, fixtures, fittings, fixed plant or machinery at any time situated on or forming part of that property;
- (c) all easements, rights, agreements and other benefits in respect of that property; and
- (d) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"Relevant Jurisdiction" means, in relation to any Chargor:

- (a) its jurisdiction of incorporation;
- (b) any jurisdiction where any Charged Property it is situated;
- (c) any jurisdiction where it conducts its business; and
- (d) the jurisdiction whose laws govern the perfection of any Security created or purported to be created by this Deed.

"Secured Obligations" means all present and future obligations and liabilities of each Chargor and each Obligor (whether actual or contingent and whether owed jointly or severally or in any other capacity whatever) which are, or are expressed to be, or may become due owing or payable to the Security Trustee (whether for its own account or as agent or trustee for the Secured Parties) or to any of the other Secured Parties, together with all costs, charges and expenses incurred by the Security Trustee (whether for its own account or as agent or trustee for the Secured Parties) or any other Secured Party which are, or are expressed to be, or may become due, owing or payable by any Chargor under or in connection with this Deed..

"Secured Party" means the Security Trustee (on behalf of itself and in its capacity as agent or trustee), any Receiver or Delegate, and QRe.

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

"Senior Priority Document" means any documentation in connection with the rights of any creditor with prior security over any assets of any Chargor permitted pursuant to the terms of any relevant Debt Documents, including (without limitation) any intercreditor, ranking, priority, subordination or similar arrangements agreed between the Security Trustee and any such creditors.

"Specified Shares" means any shares specified in Part II of Schedule 1 (*Details of Charged Property*).

"Subsidiary" has the meaning described in section 1159 of the Companies Act 2006.

1.2 Construction

(a) Unless a contrary intention appears in this Deed:

- (i) references to Clauses and Schedules are to the Clauses of, and the Schedules to, this Agreement;
- (ii) references to paragraphs are to paragraphs in the same sub-clause;
- (iii) references to times are to London times;
- (iv) **references to "£" and to "Sterling" denote the lawful currency of** the United Kingdom;
- (v) references to fees or expenses include any value added tax on those fees or expenses;
- (vi) an Enforcement Event **is "continuing" if it has not been remedied or waived;** and
- (vii) **a reference to "determines" or "determined" means a determination made** in the absolute discretion of the person making the determination, provided such person is acting in good faith.

(b) Unless a contrary intention appears, any reference in this Deed to:

- (i) any asset includes present and future properties, revenues and rights of every description, all proceeds of sale of such asset, all rights under any agreement for the sale, lease or licence of such asset and any monies paid or payable in respect of such asset;
 - (ii) **a "Debt Document" or any other agreement or instrument is a reference** to that Debt Document or other agreement or instrument as amended, novated, supplemented, extended, restated or placed from time to time; and
 - (iii) an account is a reference to that account as re-designated, re-numbered, substituted or replaced from time to time.
- (c) **Where this Deed includes the words "including" "in particular" or "or otherwise" (or similar words or phrases), the intention is to state examples and not to be exhaustive.**
- (d) In relation to any Chargor which becomes a party to this Deed upon the execution and delivery of a Deed of Accession, (a) where any assets are identified by reference to a Schedule, this includes assets identified in any corresponding or analogous schedule to such Deed of Accession and (b) provisions which apply from the date of execution of this Deed will apply from the date the Security Trustee signs the Deed of Accession.
- (e) **References to any Security "created by this Deed" are to be deemed to include such** Security created or intended to be created, constituted, given, made or extended by, under or evidenced by this Deed or any Deed of Accession.

1.3 Incorporation of other terms

The terms of the other Debt Documents and of any other agreement or document between any of the parties to this Deed are incorporated into this Deed and any Deed of Accession to the extent required to comply with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 Third Party Rights

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right **under the Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Act") to enforce or enjoy the benefit of any term of this Deed.**
- (b) Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.
- (c) Any Receiver or Delegate may, subject to this Clause 1.4 and the Third Parties Act, rely on any clause of this Deed which expressly confers rights on it.

2. COVENANT TO PAY

- (a) Each Chargor, as principal debtor and not just as surety, covenants with the Security Trustee to pay or discharge the Secured Obligations in the manner provided for in the Debt Documents or, as the case may be, this Deed.

- (b) Each Chargor undertakes that, whenever an Obligor does not pay any Secured Obligation when due under or in connection with any Debt Document, it shall immediately on demand pay the amount due in respect of such Secured Obligation as if it were the principal debtor.

3. GRANT OF SECURITY

3.1 Mortgage

Each Chargor charges by way of legal mortgage:

- (a) all its Mortgaged Property; and
- (b) all its other Real Property as at the date of this Deed.

3.2 Fixed Charges

Each Chargor charges by way of fixed charge:

- (a) to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*), all its Real Property as at the date of this Deed;
- (b) all its Real Property acquired after the date of this Deed;
- (c) all its plant and machinery, vehicles, computers and other equipment, excluding stock in trade, to the extent not otherwise effectively mortgaged or charged under this Deed;
- (d) all its Specified Shares;
- (e) all its Investments (other than its Specified Shares charged under paragraph (d) above);
- (f) all its:
 - (i) Charged Accounts; and
 - (ii) other accounts,

in each case maintained with a Secured Party and all monies (including interest) at any time standing to the credit of each such account;

- (g) all its Book Debts to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- (h) all its Intellectual Property;
- (i) all its goodwill and uncalled capital;
- (j) all rights, benefits and interests under each agreement to which it is party that is not an Assigned Asset and any agreement in, under or to which it any rights by virtue of the Third Parties Act;

- (k) to the extent that any Assigned Asset is incapable for any reason of being assigned or is not effectively assigned in each case under Clause 3.3 (*Assignment*), each Assigned Asset; and
- (l) save to the extent assigned under Clause 3.3 (*Assignment*), all Associated Benefits relating to the Charged Property.

3.3 Assignment

Each Chargor assigns by way of security:

- (a) all its accounts maintained with any bank, financial institution or other person (other than a Secured Party) and all monies (including interest) at any time standing to the credit of such account; and
- (b) all its other Insurances, including any listed in Schedule 1 (*Details of Charged Property*),

in each case together with all Associated Benefits relating to the Charged Property.

3.4 Floating charge

- (a) Each Chargor charges by way of floating charge all its assets and undertaking not at any time effectively mortgaged, charged or assigned under this Deed.
- (b) Paragraph 14 of Schedule B1 of the Insolvency Act applies to any Security created by this Deed.

3.5 General

All Security created by this Deed:

- (a) is created in favour of the Security Trustee, as security trustee for the Secured Parties;
- (b) unless specifically stated otherwise, is created over the present and future assets of the relevant Chargor to the extent of its rights, title and interests in, under and to such assets at any time; and
- (c) is created with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.6 Continuing security

The Security created by this Deed is continuing security for the payment and discharge of the Secured Obligations. The provisions of this Deed will apply at all times:

- (a) regardless of the date on which any of the Secured Obligations were incurred;
- (b) notwithstanding any intermediate payment or discharge; and

- (c) in respect of the full amount of the Secured Obligations at the relevant time even if the amount of the Secured Obligations had previously been less than that amount or had been nil at any time.

3.7 Independent Security

The Security created by this Deed is in addition to and is not in any way prejudiced by any other guarantee or Security now or subsequently held by any Secured Party. No prior Security held by any Secured Party over the whole or any part of the Charged Property will merge with the Security created by this Deed.

3.8 Validity of details of Charged Property

The fact that incorrect or incomplete details of any Charged Property are included or inserted in any Schedule will not affect the validity or enforceability of the Security created by this Deed.

4. CONSENTS

If the rights, title or interest of a Chargor in, under or to an agreement cannot be charged or assigned without the consent of any person:

- (a) that Chargor shall promptly notify the Security Trustee of that fact;
- (b) this Deed will secure that agreement to the maximum extent permissible under the terms of that agreement;
- (c) where the agreement itself cannot be assigned or charged, this Deed will secure all amounts which that Chargor may receive, or has received, under that agreement but exclude the agreement itself; and
- (d) that Chargor shall:
 - (i) as soon as practicable and in any event within 10 Business Days of the date of this Deed (or the date of the agreement, if later), apply to the relevant person for the required consent;
 - (ii) use all reasonable endeavours to obtain the consent of the relevant person and keep the Security Trustee informed of progress of its negotiations with that person;
 - (iii) promptly notify the Security Trustee upon such consent being granted or refused; and
 - (iv) upon receipt of the relevant consent, execute such documents and take such action as the Security Trustee may require in order to charge or assign its interests under that agreement in a manner satisfactory to the Security Trustee.

5. CONVERSION OF FLOATING CHARGE

5.1 Conversion by notice

The Security Trustee may, by notice to a Chargor, crystallise and convert the floating charge **created by that Chargor under this Deed into a fixed charge over any or all of that Chargor's Floating Charge Assets** if:

- (a) an Enforcement Event occurs which is continuing;
- (b) the Security Trustee becomes aware of any intention or proposal to appoint liquidator, administrative receiver, receiver, administrator or other similar officer in respect of that Chargor or any of its assets; or
- (c) the Security Trustee considers that any Floating Charge Asset is in danger of being seized, or sold under any legal process, or such assets are otherwise in jeopardy.

5.2 Automatic conversion

- (a) A floating charge created by any Chargor under this Deed will automatically crystallise and convert into fixed charges over the relevant Floating Charge Assets if a liquidator, administrative receiver, receiver, administrator or other similar officer is appointed in respect of that Chargor or any of its assets.
- (b) No floating charge created under this Deed will automatically crystallise and convert into a fixed charge solely by reason of a moratorium being obtained under section 1A or Schedule A1 of the Insolvency Act (or anything being done with a view to obtaining a moratorium).

6. REPRESENTATIONS

The Original Chargor represents to each Secured Party that:

6.1 Status

It is a limited liability corporation, duly incorporated and validly existing under the laws of its jurisdiction of incorporation and it has the power to own its assets and carry on its business as it is being conducted.

6.2 Binding obligations

The obligations expressed to be assumed by it in this Deed are, subject to the Legal Reservations, legal, valid, binding and enforceable obligations.

6.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, this Deed and the granting of the Security under this Deed do not and will not conflict with any law or regulation applicable to it, its constitutional documents, or any agreement or instrument binding

upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.

6.4 Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorised its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed. No limit on its powers will be exceeded as a result of the grant of Security contemplated by this Deed.

6.5 Validity and admissibility in evidence

All Authorisations required or desirable:

- (a) to enable it to lawfully enter into, exercise its rights and comply with its obligations under this Deed; and
- (b) to make this Deed admissible in evidence in its jurisdiction of incorporation,

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

6.6 Insolvency

No corporate action, legal proceedings or other procedure or step has been taken in relation to:

- (a) the suspension of its payments, a moratorium of its indebtedness, or for its winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise);
- (b) a composition, compromise, assignment or arrangement with any of its creditors; or
- (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of itself or any of its assets.

6.7 No default

No Event of Default is continuing or might reasonably be expected to result from the execution of this Agreement or from effect being given to its provisions and no person who holds any Security over any of its assets has enforced such Security.

6.8 Ownership of and title to Charged Property

It is the sole legal and beneficial owner of the Charged Property free from any Security (other than is permitted by the Debt Documents). It has good, valid and marketable title to the Charged Property.

6.9 Repetition

Each of the representations given in this Clause 6 are deemed to be made by the Chargor by reference to facts and circumstances then existing, on the date of delivery of this Deed and on the first day of each of its financial quarters following delivery of this Deed.

7. UNDERTAKINGS

7.1 Negative Pledge and restriction on dealing

- (a) No Chargor may create or permit to subsist any Security over any of its assets.
- (b) No Chargor may:
 - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by another Obligor;
 - (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - (iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of account; or
 - (iv) enter into any other preferential arrangement having a similar effect,in circumstances where the arrangement or transactions entered into primarily as a method of raising financial indebtedness or of financing the acquisition of an asset.
- (c) Clauses 7.1(a) and 7.1(b) shall not apply to any Security or arrangement permitted under the Debt Documents and any other Security created pursuant to a Senior Priority Document.

7.2 Notice of charge or assignment

Each Chargor shall, promptly upon request by the Security Trustee, serve notice of each charge or assignment created under this Deed in respect of:

- (a) each of its accounts charged under Clause 3.2(f) or assigned under Clause 3.3(a), by sending a notice substantially in the form of Part I of Schedule 2 (*Notices*) to the person with whom that account is held; and
- (b) each of its Insurances by sending a notice substantially in the form of Part II of Schedule 2 (*Notices*) to the relevant insurer.

7.3 Acknowledgment of notice of security

Each Chargor shall use all reasonable endeavours to procure that each notice served by it under Clause 7.2 (*Notice of charge or assignment*) is acknowledged by the recipient in the form attached to such notice within 5 Business Days of service of the notice.

7.4 Charged Property

Each Chargor shall, promptly upon request by the Security Trustee at any time:

- (a) where available, deposit with the Security Trustee all documents of title or other evidence of ownership, together with such deeds, certificates and documents as the Security Trustee may require, relating to its Charged Property;
- (b) affix to and maintain on such of its plant, machinery, fixtures, fittings, vehicles or other equipment as the Security Trustee may require a clearly legible identification plate stating that the asset has been charged to the Security Trustee, in a form acceptable to the Security Trustee; and
- (c) provide the Security Trustee with all information it may reasonably request in relation to its Charged Property.

7.5 Real Property restriction

Each Chargor shall, promptly upon request by the Security Trustee, ensure that a restriction in the following terms is entered on the register of the title of its Real Property at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE OF DEBENTURE] in favour of Markerstudy Holdings Limited referred to in the charges register, or its conveyancer,"

together with, where applicable, notice of any obligation on the Secured Parties to make further advances under the terms of the Debt Documents. Each Chargor shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

7.6 Investments

- (a) No Chargor may:
 - (i) take or permit the taking of any action which may adversely affect the value of any of its Investments, or prejudice the interests of any Secured Party under any Debt Document, or result in the rights attaching to any of its Investments being altered or diluted;
 - (ii) except where the Security Trustee so requires or permits, nominate another person to enjoy or exercise any of its rights in relation to any of its Investments.
- (b) Subject to paragraph (a) above and provided that no Enforcement Event is continuing, each Chargor may:
 - (i) receive and retain all dividends or other income paid or payable in respect of its Investments; and
 - (ii) exercise all voting and other rights attaching to its Investments,

provided that (i) it does so for a purpose not inconsistent with any Debt Document, and (ii) any dividends or other income retained in accordance with paragraph (b)(i) above is paid into a Charged Account.

- (c) While any Enforcement Event is continuing, each Chargor shall:
- (i) hold any dividends or other income received in respect of the Investments on trust for the Security Trustee and pay such amounts into a separate account or otherwise as the Security Trustee may direct; and
 - (ii) exercise all voting and other rights attaching to the Investments as the Security Trustee may direct.
- (d) Each Chargor shall ensure that, in relation to a company in which it holds any Specified **Shares (a "Charged Company")**, **that Charged Company shall not issue any further** shares without the prior written consent of the Security Trustee. Where any further shares are issued by the Charged Company, each Chargor shall ensure that such further shares are secured in favour of the Security Trustee (on behalf of itself and as trustee for the Secured Parties) on terms equivalent in all material respects to the terms of this Deed.

7.7 Charged Accounts

Each Chargor shall operate each Charged Account in accordance with the Debt Documents and the terms provided in the notice referred to in Clause 7.2 (*Notice of charge or assignment*) and take such action as the Security Trustee may require to ensure that the account mandate for each Charged Account is altered in such way as the Security Trustee may direct.

7.8 Book Debts

Each Chargor shall:

- (a) promptly collect each Book Debt when due for payment;
- (b) promptly take and pursue all action necessary to recover any Book Debt which is not paid when due in accordance, if applicable, with any instructions from the Security Trustee; and
- (c) not agree to waive or settle any Book Debt for less than par value, other than with the prior written consent of the Security Trustee.

7.9 Intellectual Property

Promptly following the request of the Security Trustee, each Chargor shall procure that an entry is made in each relevant public register of its Intellectual Property to record the existence of this Deed and the restrictions imposed by it.

7.10 Specified Contracts

- (a) Each Chargor shall:

- (i) perform its obligations and exercise its rights (including ensuring the due performance of the obligations of the relevant counterparties) under each of its Specified Contracts in a diligent and timely manner;
 - (ii) not make or agree to make any amendments or modifications to, nor waive any of its rights under, nor exercise any right to terminate any of its Specified Contracts, except, in each case, as permitted under the Debt Documents; and
 - (iii) promptly inform the Security Trustee of any material disputes relating to each of its Specified Contracts.
- (b) Subject to Clause 7.10(a) (*Specified Contracts*) and provided that no Enforcement Event is continuing, each Chargor may exercise its rights under each of its Specified Contracts without further reference to the Security Trustee, unless such exercise is reasonably likely to result in a Default, adversely affect the value of the Charged Property or prejudice the interests of the Secured Parties under any Debt Document.
- (c) While any Enforcement Event is continuing, each Chargor shall exercise its rights under each of its Specified Contracts only in accordance with the instructions of the Security Trustee.

7.11 Further assurance

Each Chargor shall (and shall procure that each other member of the Group shall) promptly take all such actions, including executing all such documents, notices and instructions in such form as the Security Trustee may reasonably require:

- (a) to create, perfect, protect and (if necessary) maintain the Security created or intended to be created over any of its assets under this Deed or for the exercise of any rights, powers and remedies of the Secured Parties provided by or under this Deed or by law or regulation;
- (b) to confer on the Secured Parties security interests in or over any of its assets located in any jurisdiction other than England and Wales equivalent or similar to the Security created or intended to be created by this Deed; and
- (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by this Deed.

7.12 Power to remedy

If any Chargor fails to comply with any of its obligations under this Deed, the Security Trustee **(or its nominee) may (at the Chargor's expense) take such action as is necessary to protect any assets against the consequences of such Chargor's non-compliance** and to ensure compliance with such obligations. The Security Trustee is not obliged to perform any obligation of a Chargor nor to take any action which it may be entitled to take under this Deed.

7.13 Power of attorney

- (a) As security for the performance of its obligations under this Deed, each Chargor irrevocably and severally appoints the Security Trustee, each Receiver and each Delegate to be its attorney, with full power of substitution.
- (b) The attorney may, in the name of the relevant Chargor and on its behalf and at its expense, do anything which that Chargor is obliged to do under any Debt Document to which it is a party but has failed to do or which the Security Trustee, Receiver or Delegate may in their absolute discretion consider appropriate in connection with the exercise of any of their rights, powers, authorities or discretions in relation to the Charged Property under or otherwise for the purposes of any Debt Document, or any law or regulation.
- (c) Each Chargor ratifies and confirms anything done by any attorney under this Clause 7.13. Each Chargor agrees to indemnify the attorney against all actions, claims, demands and proceedings taken or made against it and all costs, damages, expenses, liabilities and losses incurred by the attorney as a result of or in connection with anything lawfully done by it under or in connection with this power of attorney.

8. RIGHTS OF ENFORCEMENT**8.1 Secured Obligations deemed payable**

For the purposes of all rights and powers implied by statute, the Secured Obligations are due and payable on the date of this Deed.

8.2 When Security enforceable

The Security created by this Deed is enforceable at any time while an Enforcement Event is continuing.

8.3 Additional Enforcement Events

Each of the following shall be an Enforcement Event:

- (a) the Chargor does not pay on the due date (or within any applicable grace period) any amount payable pursuant to a Debt Document at the place and in the currency in which it is expressed to be payable;
- (b) the Chargor does not comply with any provision of this Deed;
- (c) any representation or statement made or deemed to be made by the Chargor in the Debt Documents or any other document delivered by or on behalf of a Chargor under or in connection with any Debt Document is, or proves to have been, incorrect or misleading when made or deemed to be made;
- (d) the Chargor:
 - (i) is unable or admits inability to pay its debts as they fall due;

- (ii) is deemed or is declared to be unable to pay its debts under applicable law;
 - (iii) suspends or threatens to suspend making payments on any of its debts; or
 - (iv) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding any Secured Party in its capacity as such) with a view to rescheduling any of its indebtedness;
- (e) the value of the assets of the Chargor is less than its liabilities (taking into account contingent and prospective liabilities);
- (f) a moratorium is declared in respect of any indebtedness of the Chargor. If a moratorium occurs, the ending of the moratorium will not remedy any Enforcement Event caused by that moratorium;
- (g) any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Chargor;
 - (ii) a composition, compromise or assignment or arrangement with any creditor of the Chargor;
 - (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Chargor or any of its assets; or
 - (iv) enforcement of any Security over any assets of the Chargor or any analogous procedure or step is taken in any jurisdiction;
- (h) any expropriation, attachment sequestration, distress or execution or any analogous process in any jurisdiction affects any action or assets of the Chargor;
- (i) it is or becomes unlawful for the Chargor to perform any of its obligations under the Debt Documents or any Security created or expressed to be created or evidenced by this Deed ceases to be effective; and
- (j) this Deed ceases to be in full force and effect or any Security created under this Deed ceases to be legal, valid, binding, enforceable or effective or is alleged by a party to it (other than a Secured Party) to be ineffective.

8.4 Enforcement Powers

At any time (A) when the Security created by this Deed is enforceable or (B) following written request by any Chargor, the Security Trustee may, without further notice:

- (a) sell, appropriate, realise or transfer, including to itself or to any other person, all or any part of the Charged Property;

- (b) appoint one or more persons to be a Receiver of all or any part of the Charged Property;
- (c) appoint an administrator of any Chargor;
- (d) exercise any of the powers, authorities and discretions conferred on mortgagees, administrator or receivers, under the LPA, the Insolvency Act, any other legislation or regulation or under this Deed; and
- (e) take such further action as it sees fit to enforce all or any part of the Security created by this Deed.

8.5 Rights in relation to a Receiver

The Security Trustee may remove any Receiver appointed under this Deed, appoint another person as Receiver or appoint additional Receivers. Each Receiver will be deemed to be the agent of the Chargor who alone will be responsible for the acts and defaults of the Receiver and for any liabilities incurred by the Receiver. The Security Trustee may fix the remuneration of a Receiver which will be payable by the relevant Chargor and form part of the Secured Obligations.

8.6 Redemption of prior Security

Where there is any Security created over any of the Charged Property which ranks in priority to the Security created by this Deed and:

- (a) the Security created by this Deed becomes enforceable; and
- (b) the holder of such other Security takes any steps to enforce that Security,

the Security Trustee or any Receiver may, at its sole discretion and at the cost and expense of the relevant Chargor, redeem, take a transfer of and repay the indebtedness secured by such other Security. All amounts paid by the Security Trustee or a Receiver under this Clause will form part of the Secured Obligations.

8.7 Appropriation of payments

Any appropriation by the Security Trustee or a Receiver under this Deed will override any appropriation by the Chargor.

8.8 Financial collateral

- (a) To the extent that any of the assets mortgaged, charged or assigned under this Deed **constitute "financial collateral" and this Deed constitutes a "financial collateral arrangement"** (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003) (the "**FC Regulations**") the Security Trustee will have the right at any time when such Security is enforceable to appropriate all or any part of that financial collateral in such manner as it sees fit in or towards the satisfaction of the Secured Obligations.

- (b) Where any financial collateral is appropriated, its value shall be:
- (i) in the case of cash, its face value at the time of the appropriation;
 - (ii) if the financial collateral is listed or traded on a recognised exchange, the value at which it could have been sold on that exchange at the time of appropriation; and
 - (iii) in any other case, the amount reasonably determined by the Security Trustee by such process as it may select, including independent valuation,

and the Chargors agree that the method of valuation provided by this Clause 8.7(b) is commercially reasonable for the purposes of the FC Regulations.

8.9 Demands

Any demand for payment made by any Secured Party shall be valid and effective even if it contains no statement of the relevant Secured Obligations or an inaccurate or incomplete statement of them.

9. POWERS OF A RECEIVER

9.1 General powers

Any Receiver will have;

- (a) the rights, powers, privileges and immunities conferred on receivers, receivers and managers and mortgagees in possession under the LPA;
- (b) the rights, powers, privileges and immunities conferred on administrative receivers (whether or not that Receiver is an administrative receiver) under the Insolvency Act; and
- (c) all other rights, powers, privileges and immunities conferred by law or regulation on receivers, receivers and managers, mortgagees in possession and administrative receivers.

9.2 Specific powers

The rights, powers and remedies provided in this Deed are in addition to any rights powers and remedies under law or regulation. Any Receiver will have the following additional powers:

- (a) the power to do or omit to do anything which the relevant Chargor could do or omit to do in relation to the Charged Property which is the subject of the appointment;
- (b) the power to do all other acts and things which the Receiver may consider desirable or necessary for realising any of the Charged Property or incidental or conducive to any of the rights, powers and discretions conferred on a Receiver under this Deed or by law or regulation; and

- (c) **the power to use the relevant Chargor's name for all the above purposes.**

9.3 Variation of statutory powers

The following statutory provisions do not apply to this Deed or any Security created by this Deed:

- (a) the restriction on the consolidation of mortgages in section 93 of the LPA;
- (b) the restrictions on the power to grant or accept the surrender of leases in sections 99 and 100 of the LPA;
- (c) the conditions to the exercise of a power of sale in section 103 of the LPA;
- (d) the restrictions on the application of proceeds by a mortgagee or receiver in sections 105, 107(2) and 109(8) of the LPA; and
- (e) the restrictions on the appointment of a receiver in section 109(1) of the LPA and the **provisions regarding a receiver's remuneration in section 109(6) of the LPA.**

10. APPLICATION OF PROCEEDS

10.1 Order of priority

All amounts received by the Security Trustee or a Receiver in connection with the enforcement of the Security created under this Deed will be applied in such manner as the Security Trustee may decide in accordance with applicable law and its obligations as security trustee for and on behalf of the Secured Parties.

10.2 Suspense account

The Security Trustee may credit any monies at any time received or realised under this Deed to an interest-bearing suspense account, for so long and on such terms as the Security Trustee may determine pending their application towards discharging the Secured Obligations.

10.3 New accounts

If a Secured Party receives or is deemed to have received notice of subsequent Security over the Charged Property, each Secured Party may open a new account with the relevant Chargor. If a Secured Party does not open a new account, it will be treated as having done so at the time when such notice was received and as from that time all payments made by or on behalf of that Chargor to that Secured Party will be credited or be treated as having been credited to the relevant new account and not as having been applied in discharge of the Secured Obligations.

10.4 Release of Charged Property

If the Security Trustee is satisfied that all the Secured Obligations have, subject to Clauses 13.1 (*Reinstatement*) and 13.2 (*Avoidable payments*), been unconditionally and irrevocably paid and discharged in full and all facilities which might give rise to Secured Obligations terminated, the Security Trustee will, at the request and cost of the relevant Chargor, execute such documents

and take such steps as may be necessary to release the Charged Property from the Security created by this Deed.

11. PROTECTION OF THIRD PARTIES

No buyer from, or other person dealing with the Security Trustee or a Receiver will be concerned to enquire whether:

- (a) any money remains due under the Debt Documents;
- (b) any power which the Security Trustee or Receiver is purporting to exercise has arisen or become exercisable; or
- (c) the Security Trustee or any Receiver is validly appointed and acting within its powers in accordance with this Deed.

The receipt of the Security Trustee, any Receiver or any Delegate will be an absolute and conclusive discharge to a purchaser of any of the Charged Property who will have no obligation to enquire how any monies are applied.

12. PROTECTION OF SECURITY TRUSTEE

12.1 No liability as mortgagee in possession

No Secured Party will be liable to account to any Chargor as mortgagee in possession by reason of entering into possession of any of the Charged Property, or for any cost, loss or liability on realisation, nor for any default or omission for which a mortgagee in possession might be liable.

12.2 Tacking

The Security created by this Deed is intended to secure any further advances which any Secured Party is obliged to make under the Debt Documents.

12.3 Discretion of the Secured Parties

Each Secured Party is entitled to exercise its rights, powers and discretions under this Deed in accordance with the terms of the Senior Priority Deed and no Chargor has any right to control or **restrict any Secured Party's exercise of any of its rights, powers or discretions under this Deed.**

13. SAVING PROVISIONS

13.1 Reinstatement

If, at any time, there has been a release, settlement or discharge of any Chargor's obligations under this Deed and, as a consequence of any insolvency (or analogous) proceedings or for any other reason;

- (a) any payment made to any person in respect of any of the Secured Obligations is required to be repaid; and

- (b) any Security (or other right) held by any Secured Party in respect of any of the Secured Obligations (whether under this Deed or otherwise) is declared void, is set aside or is otherwise affected,

then the relevant Chargor's obligations under this Deed will continue in effect as if there had been no such release, settlement or discharge and as if the relevant payment had not been made and (as applicable) the relevant obligation or Security (or other right) had not been so affected; and accordingly (but without limiting the Secured Parties' other rights under this Deed) the Security Trustee will be entitled to recover from such Chargor the value which the Security Trustee has placed upon such Security (or other right) or the amount of any such payment as if such release, settlement or discharge had not occurred.

13.2 Avoidable payments

If the Security Trustee, acting reasonably, considers that any amount paid by any Chargor in respect of the Secured Obligations is capable of being avoided, set aside or ordered to be refunded or reduced for any reason, then for the purposes of this Deed such amount will not be considered to have been irrevocably paid.

13.3 Waiver of defences

The obligations of each Chargor under this Deed and the Security created under this Deed will not be affected by any act, omission, matter or thing which, but for this Clause 13.3, would reduce, release or prejudice any of its obligations under this Deed or the Security created under this Deed (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Chargor, Obligor or other person;
- (b) the release of any other Chargor, Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor, Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor, Obligor or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Debt Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Debt Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Debt Document or any other document or security; or

- (g) any insolvency or similar proceedings.

13.4 Chargor Intent

Without prejudice to the generality of Clause 13.3 (*Waiver of defences*), each Chargor expressly confirms that it intends that the Security created under this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Debt Documents and/or any facility or amount made available under any of the Debt Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

13.5 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Debt Document to the contrary.

13.6 Appropriations

Until all amounts which may be or become payable by the Obligors or the Chargors under or in connection with the Debt Documents have been irrevocably paid in full, each Secured Party (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or **on account of any Chargor's liability under this Deed.**

13.7 Deferral of Chargors' rights

- (a) Until all amounts which may be or become payable by the Obligors or the Chargors under or in connection with the Debt Documents have been irrevocably paid in full and unless the Security Trustee otherwise directs, no Chargor may exercise any rights which it may have by reason of performance by it of its obligations under the Debt Documents or by reason of any amount being payable, or liability arising, under the Debt Documents:
 - (i) to be indemnified by a Chargor or an Obligor;
 - (ii) **to claim any contribution from any other Chargor or guarantor of any Obligor's obligations under the Debt Documents;**

- (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Debt Documents or of any other guarantee or security taken pursuant to, or in connection with, the Debt Documents by any Secured Party;
 - (iv) to bring legal or other proceedings for an order requiring any Obligor or any Chargor to make any payment, or perform any obligation, in respect of which the Obligor or Chargor has given a guarantee, undertaking or indemnity;
 - (v) to exercise any right of set-off against any Obligor or Chargor; and/or
 - (vi) to claim or prove as a creditor of any Obligor or Chargor in competition with any Secured Party.
- (b) If any Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Obligors or the Chargors under or in connection with the Debt Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Trustee or as the Security Trustee may direct for application in accordance with Clause 10.1 (*Order of priority*).

14. CHANGES TO THE PARTIES

14.1 New Chargors

Any person who wishes to become a Chargor or whom the Security Trustee agrees may become a Chargor **(a "New Chargor") must deliver to the** Security Trustee a duly executed Deed of Accession. With effect from the date that the Security Trustee has signed such Deed of Accession, the parties agree that the New Chargor will become a party to this deed and will assume the same obligations as if it had been an Original Chargor under this Deed.

14.2 No assignment by Chargors

No Chargor may assign any of its rights or transfer any of its rights or obligations under this Deed.

14.3 Assignment by Security Trustee

- (a) The Security Trustee may assign any of its rights or transfer any of its rights or obligations under this Deed in accordance with the terms of the Debt Documents.
- (b) **When notified of the proposed assignment or transfer of any of the Security Trustee's** rights or obligations under this Deed in accordance with paragraph (a) above to another **entity (a "New Security Trustee"), each Chargor shall (and shall procure that each** other member of the Group shall) promptly take all such actions, including executing all such documents, notices and instructions in such form as the Security Trustee may reasonably require to enable the security to be reconstituted and re-registered (as applicable) in favour of the New Security Trustee.

15. COUNTERPARTS

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

16. GOVERNING LAW

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

17. JURISDICTION

- (a) The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and any non-contractual obligations arising out of or in connection with it (a **"Dispute"**).
- (b) The parties agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed may argue to the contrary.
- (c) Clause 17(a) (*Jurisdiction*) is for the benefit of the Secured Parties only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

This Deed is executed as a deed and delivered on the date stated at the beginning of this Deed.

Schedule 1
Details of Charged Property

Part I
Real Property

Registered land

Name of Chargor	Address / description of the Real Property	Title number
None at the date of this Deed		

Part II
Specified Shares

Name of Chargor	Charged company	Company number of charged company	Number and class of shares
None at the date of this Deed			

Part III
Charged Accounts

Name of Chargor	Name of designation of bank account	Account number	Name of institution and branch at which account held
Lustrum Investments Limited	Lustrum Investments Sort Code 60-24-31	██████████	NatWest South Worthing

Part IV
Insurances

Name of Chargor	Brief description of policy, including policy number	Date of policy	Insurance company or underwriter (including address for service of notices)
None at the date of this Deed			

Schedule 2
Notices

Part I

Form of notice relating to a bank account
(Security Trustee does not have sole signing rights)

To: [NAME AND ADDRESS OF ACCOUNT HOLDING INSTITUTION]

Dated: [DATE]

Dear Sirs,

Notice of Security

1. We give you notice that, under a debenture dated [DATE] we have [charged/assigned by way of security] to Markerstudy Limited on behalf of the secured parties (the **"Security Trustee"**) **all our present and future rights, title and interest in, under and to each account listed below (each an "Account")**, including all monies (including interest) at any time standing to the credit of such accounts:

Name or designation of bank account	Account number	Name of institution and branch at which account held

2. We may continue to operate each Account unless and until the Security Trustee notifies you in writing to the contrary. With effect from the date of such notification, we may not withdraw any further monies from any Account without the prior written consent of the Security Trustee to each withdrawal.
3. We therefore irrevocably and unconditionally authorise and instruct you:
 - (i) with effect from the date of this notice, to disclose to the Security Trustee such information relating to us and each Account as the Security Trustee may from time to time reasonably request, including granting the Security Trustee access to our online account details and providing copies of all statements, in electronic or paper form; and
 - (ii) with effect from the date of the notification described in paragraph 2 above:
 - (A) to hold all monies from time to time standing to the credit of each Account to the order of the Security Trustee and accordingly to pay all or any part of those monies to the Security Trustee (or as it may direct) promptly following receipt of written instructions from the Security Trustee;

(B) to accept any instructions from the Security Trustee to change the signatories on the relevant account mandates to persons specified by the Security Trustee.

4. This notice and the authority and instructions it contains may only be revoked or amended with the prior written consent of the Security Trustee.
5. This notice and any non-contractual obligations arising out of or in connection with it governed by the law of England and Wales.
6. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Security Trustee (with a copy to us).

Yours faithfully,

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

[To be included on copy notice:]

To: Markerstudy Limited
45 Westerham Road
Bessels Green
Sevenoaks
Kent
TN13 2QB

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Dear Sirs,

Acknowledgement of notice of security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

- (i) have not received notice of any other assignment of or charge over any Account and will promptly notify you if we receive any such notice in the future;
- (ii) will comply with the terms of the notice; and

- (iii) will not claim or exercise any right of set-off, counterclaim, lien or right to combine accounts or any other similar right in relation to the monies standing to the credit of any Account.

Yours faithfully,

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

Part II**Form of notice relating to Insurances**

To: [NAME AND ADDRESS OF INSURANCE COMPANY/UNDERWRITER]

Dated: [DATE]

Dear Sirs,

Notice of security

1. **We refer to [POLICY], policy number [NUMBER] between us and you (the "Policy").**
2. We give you notice that, under a debenture dated [DATE], we have assigned by way of security to Markerstudy Limited on behalf of the secured parties **(the "Security Trustee") all of our present and future rights, title and interest in, under and to the Policy** and all proceeds and claims arising from the Policy.
3. We may not agree to amend or terminate the Policy without the prior written consent of the Security Trustee.
4. Until you receive written notice to the contrary from the Security Trustee, you may continue to deal with us in relation to the Policy. After you receive such notice, we will cease to have any right to deal with you in relation to the Policy and you must deal directly with or upon the written instructions of the Security Trustee.
5. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
 - (i) to disclose such information relating to the Policy and to give such acknowledgements and undertakings relating to the Policy as the Security Trustee may from time to time request; [and]
 - (ii) to make all payments under or in connection with the Policy as directed by the Security Trustee; [and]
 - (iii) **[to give at least 30 days' notice to the Security Trustee if you propose to:**
 - (A) repudiate, rescind or cancel the Policy;
 - (B) treat the Policy as avoided in whole or in part;
 - (C) treat the Policy as expired due to non-payment of premium (and in such notice you must give the Security Trustee the opportunity to rectify any such non-payment of premium within the notice period); or
 - (D) otherwise decline any claim under the Policy by or on behalf of any insured party].

6. This notice and the authority and instructions it contains may only be revoked or amended with the written consent of the Security Trustee.
7. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Security Trustee (with a copy to us).

Yours faithfully,

.....

for and on behalf of

[CHARGOR]

[To be Included on copy notice:]

To: Markerstudy Limited
45 Westerham Road
Bessels Green
Sevenoaks
Kent
TN13 2QB

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Dear Sirs,

Acknowledgement of notice of security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

- (i) have not received notice of any previous assignment of the Policy and will promptly notify you if we receive any such notice in the future;
- (ii) will comply with the terms of the notice; and
- (iii) will not claim or exercise any right of set-off, counterclaim or other right in relation to amounts payable in connection with the Policy.

Yours faithfully,

.....

for and on behalf of

[INSURANCE COMPANY/UNDERWRITER]

Schedule 3

Form of Deed of Accession

This Deed is made on [DATE] between:

- (1) **[ACCEDING CHARGOR]** a company incorporated in [England and Wales] with company number [NUMBER] (the "**New Charger**"); and
- (2) **MARKERSTUDY LIMITED** a company incorporated in England and Wales with registration number 11711583, whose registered address is 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB, as security trustee for the Secured Parties (the "**Security Trustee**").

1. INTERPRETATION

- (a) In this Deed, the "**Debenture**" means a debenture dated [DATE] made between, amongst others, Lustrum Investments Limited and the Security Trustee.
- (b) Unless a contrary indication appears;
 - (i) terms defined in the Debenture will have the same meaning in this Deed; and
 - (ii) the principles of construction in clause 1.2 (*Construction*) of the Debenture apply also to this Deed as if set out in full in this Deed, except that references to the Debenture shall be construed as references to this Deed.
- (c) Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed. Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

2. ACCESSION

2.1 Agreement to accede

The New Charger agrees to accede and become a party to the Debenture and to be bound by the terms of the Debenture as a Charger with effect from the date of this Deed.

2.2 Effect of accession

With effect from the date of this Deed, the Debenture will be read and construed for all purposes as if the New Charger had been an original party to it in the capacity of an Original Charger (but so that the Security created as a result of such accession is created on the date of this Deed). The Debenture will continue in full force and effect and the Debenture and this Deed will be read **as one and construed so that references in the Debenture to "this Deed" and similar phrases** will be deemed to include this Deed of Accession.

3. GRANT OF SECURITY

3.1 Grant of Security

Without limiting the generality of Clause 2 (*Accession*) above, the New Chargor grants Security on terms set out in clause 3 (*Grant of Security*) of the Debenture as if such terms were set out in full in this Deed.

3.2 [Mortgage

Without limiting the generality of Clause 3.1 (*Grant of Security*) above or the Debenture, the New Chargor charges by way of legal mortgage as possible:

- (a) all its Real Property listed in the schedule to this Deed; and
- (b) all its other Real Property (if any) as at the date of this Deed.]

3.3 [Fixed charges

Without limiting the generality of Clause 3.1 (*Grant of Security*) above or the Debenture, the New Chargor charges by way of fixed charge as possible:

- (a) [all its Specified Shares listed in the schedule to this Deed;][and]
- (b) [all its accounts, including any listed in the schedule to this Deed, maintained with a Secured Party and all monies (including interest) at any time standing to the credit of each such account.]

3.4 [Assignment

Without limiting the generality of Clause 3.1 (*Grant of Security*) above or the Debenture, the New Chargor assigns by way of security to the Security Trustee:

- (a) [each of its keyman policies and all its other Insurances, including any listed in the schedule to this Deed;] [and]
- (b) [all its Specified Contracts listed in the schedule to this Deed;] [and]
- (c) [all its accounts, including any listed in the schedule to this Deed, maintained with any bank, financial institution or other person (other than a Secured Party) and all monies (including interest) at any time standing to the credit of each such account.]]

3.5 Real Property Restriction

The New Chargor shall ensure that a restriction in the following terms is entered on the register of the title of its Real Property at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the

charge dated [DATE] in favour of [SECURITY TRUSTEE] as security trustee referred to in the charges register, or its conveyancer."

together with, where applicable, notice of any obligation on the Secured Parties to make further advances under the terms of the Debt Documents. The New Chargor shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

3.6 No avoidance of Security

The Security created as a result of this Deed will not in any way be avoided, discharged, released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or **of any other party's** execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any Security contained in the Debenture or in any other Deed of Accession.

4. REPRESENTATIONS

The New Chargor represents to each Secured Party that:

4.1 Status

It is a limited liability corporation, duly incorporated and validly existing under the laws of its jurisdiction of incorporation and it has the power to own its assets and carry on its business as it is being conducted.

4.2 Binding obligations

The obligations expressed to be assumed by it in this Deed are, subject to the Legal Reservations, legal, valid, binding and enforceable obligations.

4.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, this Deed and the granting of the Security under this Deed do not and will not conflict with any law or regulation applicable to it, its constitutional documents, or any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.

4.4 Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorised its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed. No limit on its powers will be exceeded as a result of the grant of Security contemplated by this Deed.

4.5 Validity and admissibility in evidence

All Authorisations required or desirable:

- (a) to enable it to lawfully enter into, exercise its rights and comply with its obligations under this Deed; and
- (b) to make this Deed admissible in evidence in its jurisdiction of incorporation,

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

4.6 Insolvency

No corporate action, legal proceedings or other procedure or step has been taken in relation to:

- (a) the suspension of its payments, a moratorium of its indebtedness, or for its winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise);
- (b) a composition, compromise, assignment or arrangement with any of its creditors; or
- (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of itself or any of its assets.

4.7 No default

No Event of Default is continuing or might reasonably be expected to result from the execution of this Agreement or from effect being given to its provisions and no person who holds any Security over any of its assets has enforced such Security.

4.8 Ownership of an title to Charged Property

It is the sole legal and beneficial owner of the Charged Property free from any Security (other than is permitted by the Debt Documents). It has good, valid and marketable title to the Charged Property.

4.9 Repetition

Each of the representations given in this Clause 4 are deemed to be made by the Chargors by reference to facts and circumstances then existing, on the date of delivery of this Deed and on the first day of each of its financial quarters following delivery of this Deed.

5. COUNTERPARTS

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

6. GOVERNING LAW

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

7. JURISDICTION

- (a) The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and any non-contractual obligations arising out of or **in connection with it (a "Dispute")**.
- (b) The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed will argue to the contrary.
- (c) Clause 6(a) is for the benefit of the Secured Parties only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, each Secured Party may take concurrent proceedings in any number of jurisdictions.

This Deed is executed as a deed and delivered on the date stated at the beginning of this Deed.

[INSERT SCHEDULES]

[INSERT EXECUTION PROVISIONS]

SIGNATURES

THE ORIGINAL CHARGOR

EXECUTED as a deed by **LUSTRUM**)
INVESTMENTS LIMITED acting by two)
Directors or by a Director and its Company)
Secretary



.....
Director



.....
Director / Company Secretary

THE SECURITY TRUSTEE

EXECUTED as a deed by)
MARKERSTUDY LIMITED acting by two)
Directors or by a Director and its Company)
Secretary ..


Director


Director / Company Secretary