



Registration of a Charge

Company Name: **ASERTIS SPV 2 LTD**

Company Number: **13437907**



XAJMZCFF

Received for filing in Electronic Format on the: **18/12/2021**

Details of Charge

Date of creation: **17/12/2021**

Charge code: **1343 7907 0002**

Persons entitled: **U.S. BANK TRUSTEES 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: **JENNIFER NICE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13437907

Charge code: 1343 7907 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th December 2021 and created by ASERTIS SPV 2 LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th December 2021 .

Given at Companies House, Cardiff on 20th December 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 17 December 2021

ASERTIS SPV 2 LTD (1)
as Company

and

U.S. BANK TRUSTEES LIMITED (2)
as the Security Agent

DEBENTURE

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DATE OF DEBENTURE 17 December 2021

PARTIES

- (1) **ASERTIS SPV 2 LTD** (Company Number 13437907) whose registered office is at Fifth Floor, 55 King Street, Manchester, United Kingdom, M2 4LQ (the "**Company**"); and
- (2) **U.S. BANK TRUSTEES LIMITED** as security trustee for the Secured Parties (as defined in the Facility Agreement) (the "**Security Agent**").

INTRODUCTION

- A The Lenders have agreed to make available to the Company a committed revolving credit facility of up to £200,000,000 (with the possibility of increase in accordance with the terms thereof) subject to and upon the terms and conditions contained in the Facility Agreement (as defined below).
- B As a condition precedent to and pursuant to the provisions of the Facility Agreement the Company has agreed to enter into this Debenture for the purpose of providing security to the Lenders for the Secured Liabilities.

IT IS AGREED THAT:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture:

"Account Bank"	means any financial institution with whom an Account is opened or maintained.
"Accounts"	means all bank accounts opened or maintained or by an Obligor including all credit balances and the debts represented by those credit balances from time to time on such accounts, accrued but unpaid interest and the benefit of all rights in respect of or appurtenant to those accounts;
"Asertis SPV 1 Ltd"	means a private limited company with company number 13396236 whose registered office is at Fifth Floor, 55 King Street, Manchester, United Kingdom, M2 4LQ
"Asertis SPV 3 Ltd"	means a private limited company with company number 13535306 whose registered office is at Fifth Floor, 55 King Street, Manchester, United Kingdom, M2 4LQ

"Asertis SPV 4 Ltd"	means a private limited company with company number 13535481 whose registered office is at Fifth Floor, 55 King Street, Manchester, United Kingdom, M2 4LQ
"Authority"	means any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.
"Book Debts"	<p>means:</p> <p>(a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Company; and</p> <p>(b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).</p>
"Book Debts Account"	means such separate and denominated account or accounts with the Security Agent or such bank as may be specified in writing by the Security Agent for the purpose of receiving payments of the proceeds of realisation and collection of Book Debts.
"Charged Property"	means the whole or any part of the property, assets, income and undertaking of the Company from time to time mortgaged, charged or assigned to the Security Agent pursuant to this Debenture.
"Chargors"	means the Company, the Borrower, Asertis SPV 1 Ltd, Asertis SPV 3 Ltd and Asertis SPV 4 Ltd.
"Claims Settlement Assets"	shall have the meaning given to it in the Facility Agreement.
"Contracts"	<p>means all the Company's rights, title, interest and benefit in and to:</p> <p>(a) all the agreements short particulars of which are set out in Schedule 2 (<i>The Contracts</i>); and</p>

(b) any contract in respect of the whole or any part of the Charged Property to which the Company is a party,

as from time to time modified, amended, varied, supplemental or novated with the full benefit of all negotiable or non-negotiable instruments, guarantees, indemnities, debentures, mortgages, charges, liens and other security in respect of the same.

"Costs"

means all costs, charges or expenses of whatsoever nature (including without limitation legal fees, subject to any agreed caps) including, without limitation, disbursements and any Value Added Tax to be charged on such costs, charges, expenses and disbursements.

"Default Rate"

means the annual rate of interest specified in clause 9.4 (*Default interest*) of the Facility Agreement.

"Derivative Assets"

means all stocks, shares, warrants or other securities, rights, dividends, interest or other property (whether of a capital or income nature) accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Shares or any Derivative Assets previously described.

"Event of Default"

means any of those events or circumstances set out in clause 21 (*Events of Default*) of the Facility Agreement.

"Facility Agreement"

means the Facility Agreement dated on or about the date of this Debenture and made between, amongst others, the Company and the Security Agent.

"Finance Documents"

bears the meaning ascribed to it under the Facility Agreement.

"Fixtures"

means all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Company and deemed by law to be immovable property.

"Insolvency Act"

means the Insolvency Act 1986.

"Insurance"

means any contract of insurance of the Company required under the Facility Agreement.

"Intellectual Property"

means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for

patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks, registered and unregistered service marks, registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, know-how, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country; and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing.

"Issuer"	means any person of whose share capital the Shares form all or any part.
"LPA"	means the Law of Property Act 1925.
"Material Adverse Effect"	bears the meaning ascribed to it under the Facility Agreement.
"Nominees"	means the Security Agent, its agents, nominees and any other person holding the Shares and the Derivative Assets on behalf of the Security Agent from time to time.
"Occupational Leases"	means all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Property, the immediate reversion to which is vested in the Company.
"Plant and Machinery"	means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other such assets (other than Fixtures) whatsoever, wherever situate, which are now, or at any time after the date of this Debenture become, the property of the Company.
"Property"	means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all Fixtures on such property) which are now, or at any time after the date of this Debenture become, the property of the Company, all proceeds of sale derived from such property and the benefit of all covenants to which the Company is entitled in respect of such property.
"Receiver"	means any receiver appointed pursuant to this Debenture.

"Rights"

means all the Company's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Company's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by the Company or any person deriving title from the Company from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which the Company has an interest).

"Scheduled Property"

means all the property short particulars of which are set out in Schedule 1 (*The Scheduled Property*) (if any), including, without limitation, all Fixtures on such property.

"Secured Liabilities"

means all moneys, debts and liabilities from time to time due, owing or incurred by the Chargors to the Security Agent (whether for its own account or as trustee for the Secured Parties) or to any of the other Secured Parties on any current or other account whatsoever pursuant to the Finance Documents, in each case:

- (a) whether present or future;
- (b) whether alone or jointly with any other person;
- (c) whether actual or contingent;
- (d) whether as principal or as surety;
- (e) in whatsoever name, firm or style;
- (f) in whatsoever currency denominated; or
- (g) otherwise,

including, without limitation, all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting notes or bills, under bonds, guarantees, indemnities, documentary or other credits or any instruments from time to time entered into by the Security Agent (whether for its own account or as agent or trustee for the Secured Parties) or any of the other Secured Parties for or at the request of the Company together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees,

costs (including, without limitation, legal fees) on a full indemnity basis and other charges.

“Security Documents”

means any document entered into by any person from time to time creating any Security Interest, directly or indirectly, for the obligations of the Company under the Finance Documents including, without limitation, this Debenture.

“Security Interest”

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

“Shares”

means all stocks, shares and other securities:

- (a) listed in Schedule 4 (*The Shares*); or
- (b) for which the stock or share certificates or other documents of title have from time to time been deposited by the Company with the Security Agent or its Nominees or which are held to the order of the Security Agent,

in each case whether held in the United Kingdom or elsewhere and irrespective of whether in any such case the deposit was made or the certificates or other documents were received by the Security Agent or its Nominees for the purposes of creating security, safe custody, collection or otherwise.

1.2 Interpretation

(A) In this Debenture:

- (i) the contents page and clause headings are included for convenience only and do not affect the construction of this Debenture;
- (ii) words denoting the singular include the plural and vice versa; and
- (iii) words denoting one gender include each gender and all genders.

(B) In this Debenture, unless the context otherwise requires, references to:

- (i) persons include references to natural persons, firms, partnerships, companies, corporations, associations, organisations and trusts (in each case whether or not having a separate legal personality);
- (ii) documents, instruments and agreements (including, without limitation, this Debenture and any document referred to in this Debenture) are references to

such documents, instruments and agreements as modified, amended, varied, supplemented or novated from time to time;

- (iii) receivers are references to receivers of whatsoever nature including, without limitation, receivers and managers and administrative receivers;
- (iv) the terms the “**Security Agent**”, the “**Lender**” and the “**Receiver**” include, where the context so admits, references to any delegate of any such person;
- (v) a party to this Debenture include references to its successors, transferees and assigns;
- (vi) recitals, clauses and schedules are references to recitals to this Debenture, clauses of this Debenture and schedules to this Debenture; and references to this Debenture include its schedules;
- (vii) paragraphs are references to paragraphs of the schedule in which the references appear;
- (viii) statutory provisions (where the context so admits and unless otherwise expressly provided) are construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time, and to any orders regulations instruments or other subordinate legislation made under the relevant statute; and
- (ix) a time of day is a reference to London time.

1.3 Facility Agreement defined terms

Unless otherwise defined in this Debenture, terms defined in the Facility Agreement bear the same meaning in this Debenture.

1.4 Conflict with Facility Agreement

If there is any conflict between the provisions of this Debenture and the provisions of the Facility Agreement, the provisions of the Facility Agreement shall prevail.

2. COVENANT TO PAY

The Company shall on demand pay or discharge, as the case may be, all the Secured Liabilities when the Secured Liabilities become due.

3. INTEREST

The Company shall pay in respect of interest comprised in the Secured Liabilities (after as well as before any demand made or judgment obtained or the liquidation or administration of the Company) such interest at the rate and in the manner set out in clause 9 (*Interest*) of the Facility Agreement.

4. SECURITY

By way of continuing security in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Secured Liabilities, the Company with full title guarantee hereby charges to the Security Agent or assigns to the Security Agent (as the case may be) the property set out below in the manner set out below. (Each assignment set out below is an absolute assignment for the purposes of Section 136 of the LPA and is not made by way of charge only):

4.1 Scheduled Property

By way of first fixed charge by way of legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property in existence at the date of this Debenture.

4.2 Other Property

By way of first fixed charge the Property (except the Scheduled Property validly charged in clause 4.1 (*Scheduled Property*)) and all Rights relating to such Property.

4.3 Contracts

(A) By way of absolute legal assignment, the Contracts.

(B) If for any reason any Contract or any part thereof cannot be duly assigned to the Security Agent as contemplated by Clause 4.3(A) on the date of this Debenture, then with effect from the date of this Debenture, the Company (as trustee) hereby agrees to hold all its right, title, benefit and interest on and from the date of this Debenture in the relevant Contract on trust absolutely for the Security Agent and its successors and with and subject to all the trusts, powers or provisions of this Debenture.

4.4 Accounts

By way of first fixed charge, the Accounts.

4.5 Book Debts

By way of first fixed charge, the Book Debts.

4.6 Intellectual Property

By way of first fixed charge, all the Intellectual Property owned, possessed or controlled by the Company.

4.7 Plant and Machinery

By way of first fixed charge, the Plant and Machinery.

4.8 Shares and Derivative Assets

By way of legal mortgage, the Shares and Derivative Assets.

4.9 Goodwill

By way of first fixed charge, all the goodwill and uncalled capital for the time being of the Company.

4.10 Floating charge

By way of first floating charge, all the undertaking and assets of the Company whatsoever, wherever situate, whether movable, immovable, present or future (including, without limitation, its uncalled capital for the time being and all the undertaking and assets of the Company referred to above which are, for any reason, not validly charged or assigned pursuant to clause 4.1 (*Scheduled Property*) to clause 4.9 (*Goodwill*) (inclusive) of this Debenture). Such floating charge being a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 of the Insolvency Act, the provisions of such paragraph applying to such floating charge.

4.11 Restrictions

- (A) Until the relevant consents shall have been obtained there shall be excluded from the charges created by clause 4.1 (*Scheduled Property*) and clause 4.2 (*Other Property*) and the further assurance provisions as set out in clause 6 (*Further Assurance*) any leasehold property held by the Company under a lease, the terms of which either preclude absolutely the Company from creating any charge over its leasehold interest in such property or require the consent of any third party to the creation of such charge and such consent shall not have been previously obtained (each an “**Excluded Property**”).
- (B) With regard to each Excluded Property, the Company hereby undertakes on request for security pursuant to the provisions in clause 4.1 (*Scheduled Property*) or clause 4.2 (*Other Property*) from the Security Agent made on the date of this Debenture to make application for a consent of the relevant third party to the creation of the charges contained in such clauses or clause 6 (*Further Assurance*) as the case may be within ten days of the date of such request in respect of each lease (which provides that the relevant third party will not unreasonably withhold its consent) and to use all reasonable endeavours to obtain such consent as soon as practicable and to keep the Security Agent informed of the progress of its negotiations with such third party.
- (C) Promptly upon receipt of the relevant third party's consent, the relevant Excluded Property shall then be charged to the Security Agent pursuant to the terms of clause 4.1 (*Scheduled Property*). If required by the Security Agent in respect of any Excluded Property at any time following such receipt, the Company shall execute a valid legal mortgage in such form as the Security Agent shall reasonably require.

5. CONVERSION OF FLOATING CHARGE

5.1 Conversion by notice

The Security Agent may by notice to the Company convert the floating charge contained in this Debenture into a fixed charge as regards such Charged Property as the Security Agent may specify (whether generally or specifically) in that notice (i) if it considers that it would be desirable to do so in order to protect, preserve or supplement the charges over the Charged Property or the priority of those charges; or (ii) on, or at any time following, the occurrence of an Event of Default which is continuing.

5.2 Automatic conversion

If, without the prior written consent of the Security Agent, the Company creates any Security Interest over any of the Charged Property not expressed to be subject to a fixed charge under this Debenture, or attempts to do so, or if any person levies or attempts to levy any distress, attachment, execution or other legal process against any of such Charged Property, the floating charge created by this Debenture over the Charged Property the subject of such Security Interest or process will automatically, without notice, be converted into a fixed charge as soon as such event occurs.

6. FURTHER ASSURANCE

6.1 Grant of further security

The Company shall:

- (A) forthwith, at any time if so required by the Security Agent, at its own expense execute and deliver to the Security Agent such further legal or other mortgages, charges, assignments, securities, authorities and documents as the Security Agent may reasonably require of the whole or such part of the Charged Property as the Security Agent may specify, in such form as the Security Agent may reasonably require, to secure the payment or discharge of the Secured Liabilities, including, without limitation, in order to vest the whole or such part of the Charged Property in the Security Agent, the nominee of the Security Agent or in any purchaser from the Security Agent or the Receiver;
- (B) pending the execution and delivery of any such assignments, hold such Charged Property upon trust for the Security Agent subject to the provisions of this Debenture; and
- (C) pending the execution and delivery of any such mortgages, charges, or other security, hold such Charged Property subject to the provisions of this Debenture.

6.2 Notification of acquisition of property

- (A) The Company shall promptly notify the Security Agent of any contract for the acquisition by the Company of any freehold or leasehold property, plant or machinery or other asset whatsoever.
- (B) The Company shall, in the case of any such property title to which (either before or after the acquisition of such property) is registered under the Land Registration Act 2002:

- (i) promptly notify the Security Agent of the title number(s); and
 - (ii) at the same time as application is made to Land Registry for the registration of the Company as the Registered Proprietor of such property, request the Chief Land Registrar to enter a Notice of this Debenture on the Charges Register of the property so acquired by the Company substantially in the form of the notice set out in clause 32 (*Land Registry*).
- (C) The Company shall, forthwith after its acquisition supply the Security Agent with full details of any Property or Plant and Machinery and deposit with the Security Agent such documents relating to such assets as the Security Agent may in its discretion require.

7. DEPOSIT OF DOCUMENTS AND TITLE DEEDS

7.1 The Company shall deposit with the Security Agent (and the Security Agent during the continuance of this security may hold and retain):

- (A) all deeds and documents of title relating to the Property;
- (B) all stock or share certificates or other documents of title to or representing the Shares and the Derivative Assets together with such duly executed transfers or assignments with the name of the transferee, date and consideration left blank as the Security Agent may require to enable the Security Agent to vest the same in the Security Agent (or the Nominees as the Security Agent may require) or, after the occurrence of an Event of Default which is continuing, any purchaser to the intent that the Security Agent may at any time without notice, present them for registration;
- (C) all such deeds and documents of title (if any) relating to the Book Debts as the Security Agent may from time to time specify; and
- (D) copies of all the Contracts certified to be true copies by one director of or solicitor acting for the Company.

7.2 The Company shall:

- (A) upon the occurrence of an Event of Default which is continuing and upon the written request of the Security Agent procure the registration in the books of the Issuer of the transfer of the Shares and the Derivative Assets to the Security Agent (or the Nominees as the Security Agent may require), the entry of the Security Agent (or the Nominees as the Security Agent may require) in the register of members of the Issuer as the holder or holders of the Shares and the Derivative Assets, and the issue of new share certificates in respect of the Shares and the Derivative Assets to the Security Agent (or the Nominees as the Security Agent may require); and
- (B) upon the accrual, offer, issue or receipt of any Derivative Assets deliver or pay to the Security Agent or procure the delivery or payment to the Security Agent of all such Derivative Assets or the stock or share certificates or other documents of title to or representing them together with such duly executed transfers or assignments with the name of the transferee, date and consideration left blank as the Security Agent may

require to enable the Security Agent to vest the same in the Security Agent (or the Nominees as the Security Agent may require) or, after the occurrence of an Event of Default which is continuing, any purchaser to the intent that the Security Agent may at any time after the occurrence of an Event of Default which is continuing without notice present them for registration.

7.3 If the Security Agent requests it, the Company shall, as soon as possible, and in any event not later than 28 days after the date of this Debenture:

- (A) supply the Security Agent with a full and complete list (signed by one director of the Company and giving such details as the Security Agent may in its discretion require) of all Property and of all Plant and Machinery charged by this Debenture and of all fixed assets of any description belonging to the Company at the date of this Debenture (or, if no such fixed assets exist supply the Security Agent with a statement to that effect, signed by one director of the Company); and
- (B) deposit with the Security Agent such documents relating to such fixed assets as the Security Agent may in its discretion require.

8. **NEGATIVE PLEDGE**

Save as otherwise provided in the Facility Agreement, the Company shall not:

- (A) create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property;
- (B) convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Charged Property, other than any Claims Settlement Assets;
- (C) permit or agree to any variation of the rights attaching to the whole or any part of the Charged Property;
- (D) do, cause or permit to be done anything which may in the opinion of the Security Agent, in any way depreciate, jeopardise or otherwise prejudice the value to the Secured Parties (whether monetary or otherwise) of the whole or any part of the Charged Property; or
- (E) 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 save as expressly provided in this Debenture.

9. **ACCOUNTS**

9.1 **Perfection: Accounts**

- (A) The Company shall promptly deliver (or procure the delivery of) the following:
 - (i) on the date of this Debenture (and, if any change occurs thereafter, on the date of such change), details (including Account Bank name, address and sort code

and Account name, number and currency) of each Account to the Security Agent; and

- (ii) on the date of this Debenture or upon the opening of any Account after the date of this Debenture or otherwise as required by the Security Agent, notices of charge in respect of each Account, duly executed and substantially in the form set out in Schedule 5 (*Notice of Assignment of Account*) to each Account Bank with which such an Account is opened or maintained.
- (B) The Company shall use reasonable endeavours to procure that each notice referred to in (A)(ii) above is acknowledged by the recipient substantially in the form set out in Schedule 5 (*Notice of Assignment of Account*) or otherwise in a form satisfactory to the Security Agent (acting reasonably).
- (C) The Company shall, if called upon so to do by the Security Agent, execute a legal assignment of the Accounts to the Security Agent in such terms as the Security Agent may in its discretion require, give such notice of that legal assignment to the relevant Account Bank and take any such other step as the Security Agent may in its discretion require to perfect such legal assignment.

10. THE BOOK DEBTS ACCOUNT

Until all the security constituted by this Debenture is discharged the Company shall:

- (A) collect and realise all Book Debts in the ordinary course of its business. For the avoidance of doubt, it is hereby declared that for the purposes of this Debenture, the ordinary course of business of the Company does not include or extend to the selling, assigning or in any other way factoring or discounting any Book Debts. The Company shall hold the proceeds of such collection and realisation of the Book Debts upon trust for the Security Agent pending payment of such proceeds into the Book Debts Account;
- (B) at any time after the occurrence of an Event of Default which is continuing and if the Security Agent so requires, pay the proceeds of such collection and realisation into the Book Debts Account;
- (C) not except with the prior written consent of the Security Agent, withdraw from the Book Debts Account all or any monies standing to the credit of the Book Debts Account; and
- (D) if called upon so to do by the Security Agent execute a legal assignment of the Book Debts to the Security Agent in such terms as the Security Agent may in its discretion require, give such notice of that legal assignment to the debtors from whom the Book Debts are due, owing or incurred and take any such other step as the Security Agent may in its discretion require to perfect such legal assignment.

11. DIVIDENDS, VOTING RIGHTS AND NOMINEES

11.1 Dividends and voting rights

For so long as no Event of Default has occurred, the Company will:

- (A) subject to clause 7.2(B), receive and retain all dividends, interest and other income deriving from and received by it in respect of the Shares and the Derivative Assets;
- (B) exercise all voting and other rights and powers attached to the Shares and the Derivative Assets provided that such exercise does not adversely affect the Shares and the Derivative Assets and is not otherwise inconsistent with this Debenture and provided further that the Company shall give the Security Agent at least five Business Days' written notice of the manner in which it intends to exercise, or its reasons for abstaining from exercising, such right; and
- (C) not exercise any right or power if, in the Security Agent's absolute discretion, such action would adversely affect the value of the Shares and the Derivative Assets or if such action would be inconsistent with this Debenture.

11.2 Trustee powers

The Security Agent may at its discretion (in the name of the Company or otherwise, subject to clause 11.1 (*Dividends and voting rights*) after the occurrence of any Event of Default which is continuing and without any consent or authority on the part of the Company) exercise all the powers given to trustees by Sections 3 to 7 (inclusive) of the Trustee Act 2000 in respect of those Shares and the Derivative Assets subject to a trust.

11.3 Powers of enforcement over Shares and the Derivative Assets

- (A) Following the occurrence of an Event of Default which is continuing, all dividends, interest and other income forming part of the Shares and the Derivative Assets may be paid without any set-off or deduction whatsoever to a suspense account in the name of the Security Agent and maybe retained by the Security Agent until applied as hereinafter provided as part of the Shares and the Derivative Assets and any such monies which may be received by the Company shall, pending such payment, be held in trust for the Security Agent.
- (B) Neither the Security Agent nor any Secured Party shall have any duty as to any Shares and Derivative Assets and neither shall incur liability for:
 - (i) ascertaining or taking action in respect of any calls, instalments, conversions, exchanges, maturities, tenders or other matters in relation to any Shares and Derivative Assets or the nature or sufficiency of any payment whether or not the Security Agent or any Secured Party has or is deemed to have knowledge of such matters; or
 - (ii) taking any necessary steps to preserve rights against prior parties or any other rights pertaining to any Shares and Derivative Assets; or
 - (iii) for any failure to present any interest, coupon or any bond or stock drawn for repayment or for any failure to pay any call or instalment or to accept any offer or to notify the Company of any such matter or for any failure to ensure that the correct amounts (if any) are paid or received in respect of the Shares and the Derivative Assets.

11.4 Custody

The Security Agent shall be entitled to provide for the safe custody by third parties of all stock and share certificates and documents of title deposited with the Security Agent or Nominees as the Security Agent may require at the expense of the Company and shall not be responsible for any loss of or damage to any such certificates or documents.

12. REPRESENTATIONS AND WARRANTIES

12.1 General

The Company makes the representations and warranties set out in this clause to the Security Agent.

12.2 Ownership of the Charged Property

(A) It is absolutely, solely and beneficially entitled to all the Charged Property as from the date it or any part of it falls to be charged under this Debenture and the rights of the Company in respect of the Charged Property are free from any Security Interest of any kind.

(B) All of the material assets relating to the Company as at the date of this Debenture are charged or assigned pursuant to clause 4.1 (*Scheduled Property*) to clause 4.9 (*Goodwill*) of this Debenture.

12.3 No disposal

Save for a disposal permitted under the Facility Agreement, it has not sold or agreed to sell or otherwise disposed of, or agreed to dispose of, the benefit of all or any of the Company's right, title and interest in and to the Charged Property.

12.4 Times when representations made

The representations and warranties set forth in this clause are given and made on and as of the date of this Debenture, shall survive the execution of this Debenture and are continuing representations and warranties which are deemed to be repeated during the continuance of the security constituted by this Debenture.

13. UNDERTAKINGS

The Company gives each of the undertakings contained in this clause to the Security Agent save that such undertakings (other than the undertaking in clause 13.2) shall not apply to the Claims Settlement Assets.

13.1 Duration

The undertakings in this clause shall remain in force during the continuance of the security constituted by this Debenture.

13.2 To comply with statutes

The Company shall comply with all requirements of any Authority, all obligations under any statute and all byelaws and regulations relating to the whole or any part of the Charged Property.

13.3 Debenture by Subsidiary

The Company shall procure that any company which may be or become a Subsidiary of the Company at any time during the subsistence of this Debenture shall provide in favour of the Security Agent such security in such form as the Security Agent may in its discretion require.

13.4 Shares of Subsidiary

Save as otherwise permitted under the Facility Agreement, the Company shall not permit any Subsidiary of the Company to issue any shares except to the Company itself or to one of its other wholly owned Subsidiaries.

13.5 Share capital structure

Save as otherwise provided in the Facility Agreement, the Company shall not reduce, increase or in any way change the structure of its share capital.

13.6 General obligations regarding Insurance

The Company shall effect the Insurance in accordance with the terms of the Facility Agreement and if the Company at any time fails to perform any of its obligations contained in this clause, the Security Agent may effect or renew such insurance as the Security Agent thinks fit and the Company shall reimburse the Security Agent for the Costs thereby incurred on demand. Such Costs will bear interest in accordance with clause 3 (*Interest*) from the date of the payment by the Security Agent until the date of reimbursement.

13.7 Insurance monies

- (A) Any monies received by virtue of any insurance relating to the whole or any part of the Charged Property (whether effected pursuant to this Debenture or otherwise) will be deemed to be part of the Charged Property. Subject to the terms of the Facility Agreement, the Company shall apply all such monies in making good, or in recouping expenditure incurred in making good, any loss or damage or, at any time while an Event of Default is continuing if the Security Agent in its discretion so requires, towards discharge of the Secured Liabilities.
- (B) The Company shall ensure that all such monies as are referred to in clause 13.7(A) which are not paid directly by the insurers to the Security Agent shall be held by the recipient upon trust for the Security Agent and be applied by the Company in accordance with clause 13.7(A).
- (C) This clause applies whether or not this Debenture has become enforceable.

13.8 To repair

The Company shall:

- (A) at all times keep in good and substantial repair and condition, all buildings, erections and structures on and in the Property;
- (B) keep all Plant and Machinery in good repair, working order and condition and fit for its purpose; and
- (C) where it is uneconomic to repair any part of the Charged Property, replace such part by another similar asset of equal or greater quality and value.

13.9 To allow entry

The Company shall allow, and shall procure that any person occupying the whole or any part of the Property shall allow, the Security Agent and its agents, with or without surveyors, workmen or others authorised by it upon prior notice (except in an emergency) to enter the Property in order to view the Property, to carry out any repairs on the Property which the Security Agent considers necessary or to do anything the Security Agent is entitled to do pursuant to clause 14.2 (*Security Agent's performance of covenants*).

13.10 Alterations

The Company shall not:

- (A) commit any waste, nor in any manner lessen the value of the Property;
- (B) carry out any works of demolition, construction, refurbishment, addition or otherwise in or to the Property;
- (C) sever any Fixtures; nor
- (D) except with the prior written consent of the Security Agent, make any alterations to the Property.

13.11 Title

The Company shall:

- (A) comply with, enforce and not waive, release or vary (or agree so to do) any restrictive or other covenants or obligations affecting the Property;
- (B) pay all rents, rates, Taxes and outgoings however arising payable in respect of the whole or any part of the Property owned by it or by the owner or occupier of the whole or any part of the Property and comply with all restrictive and other covenants and obligations to be performed by it under any lease under which it holds the whole or any part of the Property;

- (C) if the Security Agent or the Receiver pays any such sum, reimburse the Security Agent or the Receiver in full, on demand, the amount of such sum together with interest at the Default Rate calculated in accordance with clause 3 (*Interest*) from the date of payment by the Security Agent or the Receiver until the date of reimbursement;
- (D) enforce all restrictive or other covenants and obligations owed to it by any lessor under any such lease;
- (E) not waive, release or vary (or agree so to do) any obligation owed to it by any such lessor or any provision of any such lease;
- (F) not exercise any option or power to break or terminate any such lease;
- (G) not surrender or agree to surrender any such lease;
- (H) not do, or omit to do, anything under any such lease whereby such lease might be forfeited; and
- (I) except with the prior written consent of the Security Agent, not agree any increase in the rent payable under any such lease.

13.12 No creation of easements, etc.

The Company shall not grant, create, or permit to be acquired, any easement, right or privilege relating to or affecting the whole or any part of the Property.

13.13 Leasing

The Company shall not:

- (A) exercise any statutory or other power of leasing, agreeing to lease or accepting surrenders of leases otherwise available to the Company;
- (B) grant or agree to grant or create any Occupational Lease of any description or contractual right to occupy or use the whole or any part of the Property; nor
- (C) grant any licence or permission to assign, underlet or part with, or share occupation or possession, of the whole or any part of the Property.

13.14 Compulsory purchase

The Company shall:

- (A) except with the prior written consent of the Security Agent, not consent to, or enter into any negotiations with any Authority with regard to, the acquisition of the whole or any part of the Property;

- (B) if so requested by the Security Agent, permit the Security Agent or its agent or anyone engaged by the Security Agent to conduct such negotiations or give such consent on the Company's behalf; and
- (C) if a notice is given to the Company by an Authority that such Authority intends to acquire the whole or any part of the Property and such notice contains any condition, not, at any time after the date of such notice, do or omit or suffer to be done or omitted any act or thing which may be in breach of such condition.

13.15 To give notice

The Company shall, forthwith after receipt of any notice, order, direction, designation, resolution, proposal or other matter given or made by any Authority and relating to the Property or the area in which the Property is situated (a "notice"):

- (A) give full written particulars to the Security Agent of such notice;
- (B) if required by the Security Agent forthwith, and at the Company's cost, take all necessary steps to comply with such notice; and
- (C) at the request of the Security Agent, and at the Company's cost, make or join with the Security Agent in making such objection or representation against, in respect of, or relating to, such notice as the Security Agent may in its discretion require.

13.16 Investigation of title and other enquiries

The Company shall, at its expense:

- (A) forthwith on demand provide the Security Agent with a report as to the title of the Company to the Property and the Occupational Leases and related matters concerning the items which may properly sought to be covered by a prudent mortgagee in a solicitor's report of this nature;
- (B) on demand, grant the Security Agent or its solicitors all such facilities within the power of the Company to enable the Security Agent or such solicitors to carry out investigations of title to the Property and to carry out general enquiries relating to the Property; and
- (C) co-operate and comply with all other reasonable requests relating to the Property.

13.17 Intellectual Property

The Company shall:

- (A) preserve and maintain the subsistence and validity of the Intellectual Property necessary for the business of the Company;
- (B) use reasonable endeavours to prevent any infringement in any material respect of the Intellectual Property;

- (C) make registrations and pay all registration fees and taxes necessary to maintain the Intellectual Property in full force and effect and record its interest in that Intellectual Property;
- (D) not use or permit the Intellectual Property to be used in any way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of the Intellectual Property or imperil the right of the Company to use such property; and
- (E) not discontinue the use of the Intellectual Property.

13.18 Contracts

The Company shall:

- (A) comply with, enforce and not waive, release or vary (or agree so to do) any obligations arising under any Contracts;
- (B) forthwith upon request by the Security Agent, give notice to each of the other parties to the Contracts in the form set out in Schedule 3 (*Notice of Assignment of Contract*); and
- (C) procure that each party to the Contracts other than the Company deliver to the Security Agent a copy of the notice in the form set out in Schedule 3 (*Notice of Assignment of Contract*) receipted by such party and, inter alia, evidencing the consent of such party to the assignment and agreeing to notify the Security Agent in the event of a breach of such Contract by the Company.
- (D) Upon or after the Security becoming enforceable, the Company shall hold all moneys received under any Contracts, (as trustee) on trust for the Security Agent pending payment to the Security Agent for application in accordance with Clause 17.7 (*Application of proceeds*).

13.19 The Shares and the Derivative Assets

Save as otherwise provided in the Facility Agreement, the Company shall:

- (A) promptly inform the Security Agent of any acquisition by the Company of any shares in the Issuer by transfer, issue or any other means whatsoever, including details of the date of the acquisition and any transferor; and
- (B) except with the prior written consent of the Security Agent, not permit any person other than the Company to be registered as holder of all or any part of the Shares and the Derivative Assets;
- (C) except with the prior written consent of the Security Agent, not cause or permit to be issued any additional shares of the Issuer or any securities convertible into, or carrying rights to subscribe for, shares of the Issuer;

- (D) if the Security Agent gives its prior written consent to an issue of shares pursuant to clause 13.19(C) enter into such security documentation as the Security Agent may in its absolute discretion require or shall procure that the beneficial and/or the registered owners enter into such security documentation as the Security Agent may in its discretion require in respect of all such additional shares or securities;
- (E) except with the prior written consent of the Security Agent, not exercise any right it may have against the Issuer (except such rights as may be specifically conferred on the Company by this Debenture) except on such terms and in such manner as the Security Agent may in its discretion require and, if it does so in contravention of this clause, it shall hold any amount received or recovered by it as a result of such exercise on trust for the Security Agent;
- (F) immediately on receipt by it of any report, accounts, circular or notice sent or provided to it (or to any person on its behalf) in connection with its holding of any of the Shares and the Derivative Assets, provide or cause to be provided to the Security Agent a copy of such item together with a letter explaining that the copy is being provided to the Security Agent pursuant to this clause; and
- (G) on demand by the Security Agent transfer all or any part of the Shares and the Derivative Assets acquired subsequent to the date of this Debenture to such Nominees as the Security Agent may in its discretion select.

14. COSTS AND SECURITY AGENT'S PERFORMANCE OF COVENANTS

14.1 Costs undertaking

The Company shall on demand pay to the Security Agent or the Receiver, as the case may be, and discharge all Costs payable by it pursuant to this Debenture on a full and unlimited indemnity basis, together with interest at the Default Rate calculated in accordance with clause 3 (*Interest*) from the date the relevant Cost was expended, incurred or suffered (whichever is the earlier) by the Security Agent or the Receiver, as the case may be, until full discharge of such Cost.

14.2 Security Agent's performance of covenants

If the Company fails to perform any of the undertakings contained in clause 13.8 (*To repair*) to clause 13.15 (*To give notice*) (inclusive), the Security Agent may perform any such covenant at the Company's expense and the Company shall reimburse the Security Agent for the Costs of such performance on demand. Nothing in this Debenture shall oblige the Security Agent to perform any covenant of the Company.

15. DEFAULT

15.1 Enforcement

This Debenture will become enforceable on the occurrence of any Event of Default which is continuing or if the Company requests the Security Agent to appoint a receiver and/or an administrator over the whole or any part of its undertaking or assets.

15.2 Consequences of default

On and at any time after the occurrence of an Event of Default which is continuing, the Security Agent in its absolute discretion may by written notice to the Company:

- (A) declare the Secured Liabilities to be immediately due and payable, together with all accrued interest thereon and any other sums then owed by the Company under any Finance Document to which it is a party and, upon that declaration, such sums shall become immediately due and payable without demand or notice of any kind, all of which are hereby expressly waived by the Company; or
- (B) declare the Secured Liabilities to be due and payable on demand; and/or
- (C) declare the security constituted by the Finance Documents to be enforceable.

16. STATUTORY POWER OF SALE

- 16.1 For the purposes of all powers implied by statute, and in particular the power of sale under Section 101 of the LPA (Powers incident to estate or interest in a mortgage), the Secured Liabilities will be deemed to have become due when the security created by this Debenture becomes enforceable and Section 103 of the LPA (Regulation of exercise of power of sale) and Section 93 of the LPA (Restriction on consolidation of mortgages) will not apply.
- 16.2 The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make arrangements for leases, accept surrender of leases and grant options on such terms and conditions as the Security Agent may in its discretion think fit. The Security Agent is not obliged to comply with any of the provisions of Section 99 (Leasing powers of mortgagor and mortgagee in possession) and Section 100 (Powers of mortgagor and mortgagee in possession to accept surrenders of leases) of the LPA.
- 16.3 Each of the Security Agent and the Receiver may exercise such person's statutory power of sale in respect of the whole or any part of the Property.

17. RECEIVER

17.1 Appointment of Receiver

- (A) At any time after the security constituted by this Debenture has become enforceable, whether or not the Security Agent has entered into or taken possession of the whole or any part of the Charged Property pursuant to this Debenture:
 - (i) the Security Agent may, by writing under the hand of any authorised officer of the Security Agent, appoint any person to be a receiver and/or an administrator of the Charged Property and such person shall, with effect from the date of such appointment, be a "Receiver";
 - (ii) subject to the Insolvency Act the Security Agent may, from time to time, in similar manner, remove the Receiver and appoint another in his place;

- (iii) the Security Agent may, either at the time of appointment or at any time thereafter, fix the remuneration of the Receiver;
- (iv) the Security Agent and any Nominee wheresoever situate may, without further notice and without the restrictions contained in Section 103 of the Law of Property Act 1925 (Regulation of exercise of power of sale), exercise in respect of all or any part of the Shares and the Derivative Assets all the powers and rights exercisable by the registered holder of the Shares and the Derivative Assets and all other powers conferred on mortgagees by the Law of Property Act 1925 as varied or extended by this Debenture; and
- (v) the Security Agent and any Nominee wheresoever situate may apply any dividends, interest or other payments received or receivable by the Security Agent or by such Nominee in respect of the Shares and the Derivative Assets as if they were proceeds of sale.

None of the restrictions imposed by the LPA in relation to the appointment of receivers, the giving of notice or otherwise shall apply.

- (B) The Receiver may from time to time delegate, by power of attorney or otherwise, to any person any of his powers and discretions, whether arising by statute, the provisions of this Debenture or otherwise, upon such terms and for such periods of time as he may in his discretion think fit and may from time to time terminate any such delegation. The Security Agent shall not be liable to the Company for any loss or damage arising from any such delegate's act, default, neglect or misconduct of any nature whatsoever.

17.2 Powers of Receiver

The Receiver has all the powers to do or abstain from doing anything which the Company could do or abstain from doing in relation to the Charged Property including, without limitation the powers conferred by Section 109 of the LPA (Appointment, powers, remuneration and duties of receivers) and, in the case of a Receiver who is an administrative receiver, the powers conferred by Section 29 of the Insolvency Act (Definitions) and Schedule 1 to the Insolvency Act (Powers of administrator or administrative receiver), and in particular the Receiver may:

- (A) carry on, manage or concur in carrying on managing the whole or any part of the business of the Company as he may in his discretion think fit;
- (B) in each case as he may in his discretion think fit:
 - (i) manage, insure, repair, decorate, maintain, alter, improve, renew or add to the Charged Property or concur in so doing;
 - (ii) commence or complete any building operations on the Property; and
 - (iii) apply for and maintain any planning permissions, building regulations, approvals and any other permissions, consents or licences;

- (C) sell, exchange, convert into money and realise the Charged Property or concur in so doing by public auction or private contract and generally in such manner and on such terms as he may in his discretion think fit. Without prejudice to the generality of the foregoing, he may do any of these things for any valuable consideration, including, without limitation, cash, shares, stock, debentures or other obligations. Any such consideration may be payable in a lump sum or by instalments spread over such period as he may in his discretion think fit;
- (D) in each such case in such manner and generally on such terms as he may in his discretion think fit, with all the powers of an absolute beneficial owner:
 - (i) let, hire or lease (with or without premium) and accept surrenders of leases or tenancies or concur in so doing;
 - (ii) grant rights, options or easements over and otherwise deal with or dispose of, and exercise all rights, powers and discretions incidental to, the ownership of the Charged Property; and
 - (iii) exchange or concur in exchanging the Charged Property.

The Receiver may exercise any such power by effecting such transaction in the name or on behalf of the Company or otherwise;
- (E) without any further consent by, or notice to, the Company, exercise on its behalf, in respect of rent, all the powers and provisions conferred on a landlord or a tenant by any legislation in force relating to such rent;
- (F) make allowances to, and re-arrangements with, any person occupying the whole or any part of the Property from whom rent and any profits may be receivable, and negotiate and agree, or refer to arbitration, any revision of rent under any leases in respect of which the rental may fall to be reviewed and accept service of, or serve, any notice received or required or deemed desirable in connection with any such review or with the exercise of any option;
- (G) for the purpose of exercising any of the powers, authorities or discretions conferred on him by or pursuant to this Debenture or of defraying any Costs (including, without limitation, his remuneration) which are incurred by him in the exercise of such powers, authorities or discretions or for any other purpose, to raise and borrow money or incur any other liability either unsecured or secured on the Charged Property, either in priority to the security constituted by this Debenture or otherwise, and generally on such terms as he may in his discretion think fit. No person lending such money is to be concerned to enquire as to the propriety or purpose of the exercise of such power or as to the application of any money so raised or borrowed;
- (H) make, or require the directors of the Company to make, such calls upon the shareholders of the Company in respect of any uncalled capital of the Company as the Receiver may in his discretion require and enforce payment of any call so made by action (in the name of the Company or the Receiver as the Receiver may in his discretion think fit) or otherwise;

- (I) settle or compromise any claim by, adjust any account with, refer to arbitration any dispute with, and deal with any question or demand from, any person who is, or claims to be, a creditor of the Company, as he may in his discretion think fit;
- (J) settle or compromise any claim, adjust any account, refer to arbitration any dispute and deal with any question or demand relating in any way to the Charged Property, as he may in his discretion think fit;
- (K) bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to the Charged Property as he may in his discretion think fit;
- (L) promote the formation of any Subsidiary of the Company with a view to such Subsidiary purchasing, leasing, licensing or otherwise acquiring an interest in the Charged Property;
- (M) arrange for the purchase, lease, licence or acquisition of an interest in the Charged Property by any such Subsidiary for any valuable consideration, including, without limitation, cash, shares, debentures, loan stock, convertible loan stock or other securities, profits or a sum calculated by reference to profits, turnover, royalties, licence fees or otherwise, whether or not secured on the undertaking or assets of such Subsidiary and whether or not such consideration is payable or receivable in a lump sum or at any time or any number of times by instalments spread over such period, as the Receiver may in his discretion think fit;
- (N) arrange for such Subsidiary to trade or cease to trade as the Receiver may in his discretion think fit;
- (O) appoint and discharge any manager, officer, agent, professional adviser, employee and any other person, upon such terms as he may in his discretion think fit;
- (P) give valid receipts for all monies and execute all assurances and things which he may in his discretion think proper or desirable for realising the Charged Property; and
- (Q) do all such other acts and things as the Receiver may in his discretion consider to be incidental or conducive to any of the matters or powers set out in this Debenture or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property.

17.3 Receiver as agent of the Company

The Receiver is at all times and for all purposes the agent of the Company. Subject to the provisions of the Insolvency Act, the Company is solely responsible for all the Receiver's acts, defaults, neglect and misconduct of any nature whatsoever and for his remuneration and Costs, to the exclusion of liability on the part of the Security Agent.

17.4 No obligation

The Receiver is not obliged to exercise any of the powers set out in this clause.

17.5 Several power

Where more than one Receiver is appointed, each Receiver has the power to act severally unless the Security Agent specifies otherwise in the appointment of such Receiver.

17.6 Powers exercisable by the Security Agent

- (A) The Security Agent may exercise all powers granted to the Receiver by this Debenture, whether as attorney of the Company or otherwise.
- (B) The powers of the Receiver set out above are in addition to, and without prejudice to, all statutory and other powers of the Security Agent as provided in clause 16 (*Statutory Power of Sale*) or otherwise and so that, inter alia, such powers are and remain exercisable by the Security Agent in respect of that part of the Charged Property in respect of which no appointment of a Receiver by the Security Agent is from time to time subsisting.
- (C) The Security Agent executes this Debenture in the exercise of their powers and authority conferred and vested in it under the Facility Agreement for and on behalf of the Secured Parties for whom it acts. It will exercise their powers and authority under this Debenture in the manner provided for in the Facility Agreement and, in so acting, it shall have the protections, immunities, rights, powers, authorisations, indemnities, fees, limitation of liability and benefits conferred on it under the Facility Agreement, as if clause 25 (*The Security Agent*) of the Facility Agreement were set out in full in this Debenture, including in the event that the Facility Agreement is terminated.

17.7 Application of proceeds

The provisions of Sections 99 to 109 inclusive of the LPA are varied and extended to the extent that all monies received by the Security Agent or the Receiver pursuant to this Debenture be applied in the following order:

- (A) in full payment of his remuneration and the Costs of realisation including, without limitation, any sums owing to the Security Agent and the Receiver (including the amounts specified in paragraphs (i) to (iii) inclusive of Section 109(8) of the LPA (Appointment, powers, remuneration and duties of receiver));
- (B) in or towards satisfaction of any debts or other imposts which are by statute made payable in preference to the Secured Liabilities to the extent to which such debts or imposts are made so payable;
- (C) if so required by the Security Agent in its discretion, in or towards satisfaction of the Secured Liabilities (in accordance with the terms of the Facility Agreement); and
- (D) to the person entitled to any surplus.

18. PROTECTION OF THIRD PARTIES

18.1 Any person (including, without limitation, any purchaser, mortgagor or mortgagee) (in this clause a “**purchaser**”) dealing with the Security Agent may assume without inquiry that:

- (A) some part of the Secured Liabilities has become due;
- (B) a demand for such Secured Liabilities has been duly made; and
- (C) such Secured Liabilities have become due within the meaning of Section 101 of the LPA (Powers incident to estate or interest in a mortgage).

18.2 No purchaser dealing with the Receiver or the Security Agent is to be concerned to enquire whether any power exercised or purported to be exercised by the Receiver or the Security Agent has become exercisable, or as to the propriety or regularity of any sale by, or other dealing with, the Receiver or the Security Agent. Any such sale or dealing is deemed to be within the powers conferred by this Debenture and to be valid and effective accordingly. All the protection to purchasers contained in Section 104 (Conveyance on sale) and Section 107 (Mortgagee's receipt, discharges etc.) of the LPA and Section 42(3) of the Insolvency Act (Prohibition upon enquiry into administrative receiver's powers) apply to any purchaser.

19. NO LIABILITY AS MORTGAGEE IN POSSESSION

19.1 Mortgagee's liability

Neither the Security Agent, nor any Secured Party, nor the Receiver is:

- (A) liable to account as mortgagee in possession in respect of the Charged Property; nor
- (B) liable for any loss upon realisation or exercise of any power, authority or right of the Security Agent or the Secured Party or the Receiver arising under this Debenture, nor for any act, default, neglect, or misconduct of any nature whatsoever.

19.2 Possession

If the Security Agent, or any Secured Party, or the Receiver enters into possession of the Charged Property, such person may at any time go out of possession at the discretion of such person.

20. REASSIGNMENT

Subject to clause 23.2, upon irrevocable discharge in full of the Secured Liabilities the Security Agent shall reassign to the Company all the Company's rights, title, interest and benefit in and to the Contracts.

21. POWER OF ATTORNEY

21.1 The Company irrevocably appoints, by way of security the Security Agent, each person deriving title from the Security Agent and the Receiver, jointly and severally to be its attorney (with full

power to appoint substitutes and to sub-delegate) for it, in its name, on its behalf and as its act and deed or otherwise to sign or execute any deed or document or do any act or thing which the Company is, or may become, obliged to sign, execute or do pursuant to this Debenture or which the Security Agent, the Receiver or any person deriving title from the Security Agent or the Receiver may in the discretion of such person think fit in connection with the exercise of any of the powers of such person or the realisation of any security constituted by this Debenture.

- 21.2 Without prejudice to the generality of the foregoing, the Company unconditionally undertakes to the Security Agent, and separately to the Receiver and to each person deriving title from the Security Agent or the Receiver, that it shall ratify and confirm anything done or purported to be done by any attorney appointed pursuant to this clause.

22. CUMULATIVE AND CONTINUING SECURITY

- 22.1 This Debenture is a continuing security for the full and punctual payment, performance and discharge of the Secured Liabilities, regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstance which, but for this clause, might affect or diminish its effectiveness.
- 22.2 The security constituted by this Debenture is in addition to, is not in substitution for, is without prejudice to, and does not merge with, any rights whatsoever which the Security Agent or any Secured Party may have, whether in respect of the Secured Liabilities or otherwise, including, without limitation, any rights arising under any other Security Interest, any bill, note, guarantee, contract or applicable rule of law.
- 22.3 Any receipt, release or discharge of the security constituted by, or of any liability arising under, this Debenture shall not release or discharge the Company from any liability which may exist independently of this Debenture to the Security Agent or any Secured Party.
- 22.4 Where the security constituted by this Debenture initially takes effect as a collateral or further security to any other Security Interest held by the Security Agent or any Secured Party then, notwithstanding any receipt, release or discharge given in respect of such other Security Interest, this Debenture shall take effect as an independent security for any monies, liabilities or other sums secured by such other Security Interest.

23. AVOIDANCE OF PAYMENTS

- 23.1 No assurance, security or payment which may be avoided under the law or subject to an order of the court made under any law relating to bankruptcy, insolvency, administration or winding up, including, without limitation, the Insolvency Act, and no release, settlement or discharge given or made by the Security Agent on the faith of any such assurance, security or payment, prejudices or affects the right of the Security Agent
- (A) to recover any monies from the Company (including, without limitation, any monies which it is compelled to refund under Chapter X (Malpractice before and during liquidation; penalisation of companies and company officers; investigations and prosecutions) of the Insolvency Act and any Costs payable by it incurred in connection with such process); or

(B) to enforce the security constituted by this Debenture to the full extent of the Secured Liabilities.

- 23.2 The Security Agent may at its discretion retain the security so created as security for the Secured Liabilities for a period of one month plus any statutory period within which any such assurance, security or payment can be avoided or invalidated notwithstanding any release, settlement, discharge or arrangement given or made by the Security Agent.
- 23.3 If at any time within the period referred to in clause 23.2 any person takes any step whatsoever relating to (i) the winding up or administration of the Company; or (ii) any arrangement with the creditors of the Company, the Security Agent may retain the whole or any part of the security constituted by this Debenture for such further period as the Security Agent may in its discretion think fit. Such security will be deemed to have been held and remained held by the Security Agent as security for the payment of the Secured Liabilities.

24. PRIOR CHARGES

- 24.1 If there subsists any prior Security Interest against the Charged Property and either, any step is taken to exercise any power or remedy conferred by such Security Interest or the Security Agent or the Receiver exercises any power of sale pursuant to this Debenture, the Security Agent may redeem such prior Security Interest or procure the transfer of such Security Interest to itself and may settle and pass the accounts of the person entitled to such Security Interest. Any accounts so settled and passed are conclusive and binding on the Company.
- 24.2 The Company shall reimburse the Security Agent for any Costs incurred by the Security Agent in exercise of its rights under this clause.

25. OPENING A NEW ACCOUNT

- 25.1 If the Security Agent receives notice of any subsequent Security Interest affecting the Charged Property, the Security Agent may open a new account for the Company in its books.
- 25.2 If the Security Agent does not open such new account, then, unless the Security Agent gives express written notice to the contrary to the Company, all payments by or on behalf of the Company to the Security Agent will be treated as from the time of receipt of notice of such subsequent Security Interest by the Security Agent as having been credited to a new account of the Company and not as having been applied in reduction of the amount of the Secured Liabilities as at the time when the notice was received.

26. SUSPENSE ACCOUNT

The Security Agent may, in its discretion credit to any suspense or impersonal account and hold in such account, on such terms as the Security Agent may in its discretion think fit, all monies received, recovered or realised by the Security Agent pursuant to this Debenture (including, without limitation, the proceeds of any conversion of currency) pending the application from time to time (as the Security Agent may effect in its discretion) of such monies and accrued interest, if any, in or towards satisfaction of the Secured Liabilities.

27. PAYMENTS AND WITHHOLDING TAXES

Subject to clause 11 (*Tax Gross-Up and Indemnities*) of the Facility Agreement, the Company shall pay and discharge the Secured Liabilities without any set-off, counterclaim, restriction or condition, without regard to any equities between the Company and the Security Agent and free and clear of, and without deduction or withholding for, or on account of, any Taxes, except to the extent that the Company is required by law to deduct or withhold any Taxes on any amounts payable under this Debenture, in which case it shall pay to the Security Agent such additional amount as may be necessary in order to ensure that the net amount received by the Security Agent after the required deduction or withholding (including, without limitation, any required deduction or withholding on such additional amount) be equal to the amount that the Security Agent would have received had no such deduction or withholding been made. Any additional amount paid under this clause shall be treated as agreed compensation and not as interest.

28. SET-OFF

The Company agrees the Security Agent may at any time after this Debenture has become enforceable or as otherwise permitted under the Facility Agreement, and without notice or further demand notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of its then existing accounts wherever situate including any accounts in the name of the Security Agent or of the Company jointly with others (whether current, deposit, loan or of any other nature whatsoever whether subject to notice or not and whether in sterling or in any other currency) and set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of the Secured Liabilities. Where such combination, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the Security Agent's prevailing spot rate of exchange for purchasing the currency for which the Company is liable, with the existing currency or, if the Security Agent does not have an available spot rate of exchange, any other publicly available spot rate of exchange selected by the Security Agent (acting on the instructions of the Secured Parties, acting reasonably).

29. ASSIGNMENT

The Company may assign, transfer, novate or dispose of any of or any interest in, its rights and obligations under this Debenture, save as provided in the Facility Agreement.

The Security Agent may assign or otherwise transfer all or any part of its rights under this Debenture in accordance with the terms of the Facility Agreement.

30. WAIVERS

No failure or delay or other relaxation or indulgence on the part of the Security Agent to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

31. SEVERABILITY

Each of the provisions of this Debenture is distinct and severable from the others and if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

32. LAND REGISTRY

The Company hereby consents to the entry of the following restriction in the Proprietorship Register of any registered land forming part of the Scheduled Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of U.S. Bank Trustees Limited as referred to in the Charges Register (or its conveyancer) or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer or one of its directors."

The Company authorises the Security Agent to make an application on Form RX1 (or such other form as may be prescribed from time to time) to enter this restriction against the relevant registered estate.

33. GENERAL

The provisions of Clause 29 (*Notices*), Clause 35 (*Counterparts*), Clause 37 (*Governing Law*) and Clause 38 (*Enforcement*) of the Facility Agreement shall apply to this Debenture as if set out in full in this Debenture but as if references to the Facility Agreement in that clause were references to this Debenture.

34. THIRD PARTY RIGHTS

Unless expressly provided in this Debenture, no term of this Debenture is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

This Debenture has been executed as a deed and delivered on the date stated at the beginning of this Debenture.

SCHEDULE 1
THE SCHEDULED PROPERTY

Short description of property	Title number (if any)
--------------------------------------	------------------------------

Intentionally left blank

**SCHEDULE 2
THE CONTRACTS**

Date	Parties	Description
-------------	----------------	--------------------

Intentionally left blank

SCHEDULE 3
NOTICE OF ASSIGNMENT OF CONTRACT

Part 1
Notice

[TO BE TYPED ON THE HEADED NOTEPAPER OF THE COMPANY]

[Party to Contract]

[Address]

Attention: [●]

[Date]

Dear Sirs

We refer to the [Contract] dated [●] made between ourselves (the "**Company**") and yourselves (the "**Contract**").

We hereby give you notice that, by a debenture dated [●] granted by us to [the Security Agent] (the "**Security Agent**"), we have [charged to]/[assigned to] the Security Agent all of our rights, title, interest and benefit in and to the Contract.

Please note that we are not entitled to agree to terminate or amend the Contract in any way, except with the Security Agent's prior written consent.

[You are hereby directed to comply with all requests and instructions received by you from the Security Agent and to pay all sums payable to us pursuant to the Contract to the Security Agent at [address] (Attention: [●]).]

Please sign the endorsement and consent on the enclosed copy of this Notice.

This notice is governed by English law.

Yours faithfully

.....
For and on behalf of
[the Company]

Part 2
Acknowledgement

[TO BE TYPED ON THE HEADED NOTE PAPER OF PARTY TO CONTRACT]

[The Security Agent]

[Address]

Attention: [●]

[Date]

Dear Sirs

We acknowledge receipt of a notice of which this is a copy (the "**Notice**"). Expressions defined in the Notice shall have the same meanings in this letter.

We agree to conform to the provisions of the Notice [and hereby consent to the Assignment in your favour]. We note and accept that the Company is not entitled to agree to terminate or amend the Contract in any way, except with your prior written consent.

We further agree that, if the Company is in breach of any provision under any of the Contract we shall (before enforcing our rights against the Company) notify you of the breach and allow you 14 days to remedy the breach. We hereby acknowledge that you are under no obligation or liability to remedy any breach or otherwise to comply with any obligation on the part of the Company under the Contract.

This letter is governed by English law.

Yours faithfully

.....

For and on behalf of
[party to Contract]

SCHEDULE 4
THE SHARES

Intentionally left blank

SCHEDULE 5
NOTICE OF ASSIGNMENT OF ACCOUNT

[LETTERHEAD OF COMPANY]

To: **[Account Bank]**
 [Address]

[Date]

Dear Sirs,

NOTICE OF CHARGE

We refer to our [**describe account e.g. "interest-bearing sterling deposit"**] account (number [] designated "**[insert account name]**") with you (the "**Account**"). We further refer to the facility agreement dated on or about the date of this Debenture and made between, amongst others, the Company and the Security Agent (the "**Facility Agreement**").

We give you notice that, we have charged to [**name of Security Agent**] , as agent and trustee for itself and the Secured Parties, (the "**Security Agent**") absolutely all our rights under or in respect of the Account including all credit balances on the Account from time to time.

We hereby instruct and authorise you as follows (notwithstanding any previous instructions to the contrary):

- (a) to disclose to the Security Agent any information relating to the Account required by it from time to time;
- (b) to comply with the terms of any written instructions (including any requests for payment from the Account) received by you from the Security Agent from time to time (although pending receipt of any such instructions, you should continue to deal with us in relation to all matters relating to the Account); and
- (c) if the Security Agent notifies you that an Event of Default (as defined in the Facility Agreement) has occurred and is continuing under the Facility Agreement to hold all amounts standing to the credit of the Account to the order of the Security Agent.

The instructions and authorisations which are contained in this notice shall remain in full force and effect until the Security Agent gives you notice in writing revoking them.

You may comply with the instructions in this notice without any further permission from us and without any enquiry by you as to the justification for or validity of any request, notice or instruction. In the event of any conflict between communications received from us and from the Security Agent, you shall treat the communication from the Security Agent as prevailing over the communication from us.

This notice is governed by English law.

Please acknowledge receipt of this notice and confirm your agreement to it, by executing and returning an original copy of the Form of Acknowledgement attached to this notice to the Security Agent at [address] with a copy to us [and [*details of other relevant banks if applicable*]].

Yours faithfully,

.....
For and on behalf of
[the Company]

c.c. Security Agent

Form of Acknowledgement of Notice of Assignment/Charge of Account¹

[LETTERHEAD OF ACCOUNT BANK]

To: [Security Agent]
[Address]
[(as agent and trustee for itself and
the Secured Parties,)] [(the
"Security Agent")]

[Date]

Dear Sirs,

ACKNOWLEDGEMENT OF NOTICE OF CHARGE

We acknowledge receipt of a notice dated [] (the "Notice") (copies of which are attached to this letter). Words and expressions defined in the Notice shall have the same meanings in this letter.

At the request of the Security Agent and [Company], we confirm that:

- (a) we accept the instructions and authorisations in the Notice and undertake to act in accordance with their terms;
- (b) we have not received notice of any previous assignment, charge, trust, claim or other third party interest or action affecting the Account and if, we receive any such notice, we shall immediately notify the Security Agent;
- (c) we have not claimed or exercised any rights of counter-claim, set-off or combination of accounts or other equities in respect of the Account, so far as we are aware, no such rights or equities have arisen in our favour and we shall not assert or seek to exercise any such rights or equities in the future without the prior written consent of the Security Agent;
- (d) we will not amend or vary any rights attaching to the Account without the prior consent of the Security Agent.

This letter is for the benefit of the Security Agent as agent and trustee for the Secured Parties and is governed by English law.

Yours faithfully,

Signed for and on behalf of
[Name of Account Bank]

by -----
(Print Name):

c.c. [Company]

¹ This can be used to acknowledge the notice of assignment or charge, amended as appropriate.

EXECUTION PAGE

The Company

EXECUTED as a DEED by
ASERTIS SPV 2 LTD acting by a
director in the presence of:

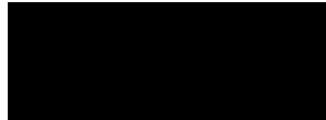
)
)
)



Director

.....

Witness's signature:



Name (print):

Ruth KelleTT

.....

Occupation:



Address:

Notice Details:

Address: Fifth Floor, 55 King Street, Manchester, United Kingdom, M2 4LQ

Email address: ian.madej@asertis.co.uk

Telephone No:



Attention: Ian Madej

The Security Agent

EXECUTED as a DEED by
U.S. BANK
TRUSTEES LIMITED acting by:

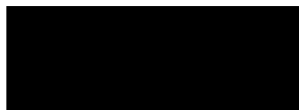
)

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)



Authorised Signatory



Authorised Signatory

Notice Details:

Address: 125 Old Broad Street, Fifth Floor, London EC2N 1AR

Email: Loan_RM@usbank.com

Attention: Loan RM