



Registration of a Charge

Company name: **THE GREEN INSURANCE COMPANY LIMITED**

Company number: **SC314868**



X3HL7XU8

Received for Electronic Filing: **01/10/2014**

Details of Charge

Date of creation: **17/09/2014**

Charge code: **SC31 4868 0003**

Persons entitled: **RBS INVOICE FINANCE LIMITED AS TRUSTEE FOR THE SECURED PARTIES (THE "SECURITY AGENT")**

Brief description: **(1) BY WAY OF FIRST LEGAL MORTGAGE, ALL OF THE SPECIFIED REAL PROPERTY AND ALL OTHER REAL PROPERTY NOW VESTED IN THE COMPANY; (2) BY WAY OF FIRST FIXED CHARGE ALL THE COMPANY'S PRESENT AND FUTURE RIGHT, TITLE AND INTEREST IN AND TO AND THE BENEFIT OF (BUT IN THE CASE OF PARAGRAPHS (V) AND (VI) OF CLAUSE 3.1(B) OF THE DEBENTURE ONLY IF AND TO THE EXTENT THE RIGHTS IN QUESTION HAVE NOT BEEN EFFECTIVELY ASSIGNED PURSUANT TO CLAUSE 4.1 OF THE DEBENTURE (ASSIGNMENTS) OR SUCH RIGHTS HAVE BEEN EFFECTIVELY ASSIGNED BUT SUCH ASSIGNMENT HAS NOT BEEN PERFECTED BY THE SERVICE OF THE APPROPRIATE NOTICE): (I) TO THE EXTENT NOT EFFECTIVELY CHARGED PURSUANT TO (1) ABOVE, ALL ESTATES OR INTERESTS IN ANY REAL PROPERTY (WHETHER SUCH INTERESTS ARE FREEHOLD, LEASEHOLD OR LICENCES) VESTED IN, OR ACQUIRED BY, IT. FOR THE PURPOSE OF THIS APPLICATION FOR REGISTRATION "SPECIFIED REAL PROPERTY" MEANS (A) THE REAL PROPERTY IDENTIFIED IN SCHEDULE 1 OF THE DEBENTURE (DETAILS OF CERTAIN ASSETS) (IF ANY); AND (B) ALL OTHER REAL PROPERTY LEGALLY OR BENEFICIALLY OWNED BY THE COMPANY WHICH IS DESIGNATED AS "SPECIFIED REAL PROPERTY" BY THE SECURITY AGENT AND THE COMPANY. "REAL PROPERTY" MEANS (A) ANY FREEHOLD, LEASEHOLD OR IMMOVABLE PROPERTY AND ALL RIGHTS, EASEMENTS AND PRIVILEGES FROM TIME TO TIME ATTACHED THERETO; AND (B) ANY BUILDINGS AND FIXTURES FROM TIME TO TIME**

SITUATED ON OR FORMING PART OF THAT FREEHOLD, LEASEHOLD OR IMMOVABLE PROPERTY. "FIXTURES" MEANS IN RELATION TO ANY REAL PROPERTY, ALL FIXTURES AND FITTINGS (INCLUDING TRADE FIXTURES AND FITTINGS) AND FIXED PLANT, MACHINERY AND EQUIPMENT AND OTHER ITEMS ATTACHED TO THE RELEVANT REAL PROPERTY WHETHER OR NOT CONSTITUTING A FIXTURE AT LAW. "SECURED PARTIES" MEANS EACH OF THE FINANCE PARTIES, ANY DELEGATE AND ANY RECEIVER. "FINANCE PARTY" MEANS THE AGENT, THE ARRANGER, THE SECURITY AGENT OR ANY LENDER UNDER THE FACILITY AGREEMENT (AS EACH IS DEFINED THEREIN). "DELEGATE" MEANS ANY DELEGATE, AGENT, ATTORNEY OR CO-TRUSTEE APPOINTED BY THE SECURITY AGENT. "RECEIVER" MEANS A RECEIVER AND MANAGER OR ANY OTHER RECEIVER (WHETHER APPOINTED PURSUANT TO THIS DEBENTURE OR ANY STATUTE, BY A COURT OR OTHERWISE) OF ALL OR ANY OF THE SECURED ASSETS AND SHALL, WHERE PERMITTED BY LAW, INCLUDE AN ADMINISTRATIVE RECEIVER. "SECURED ASSETS" MEANS ALL OF THE ASSETS, RIGHTS, TITLE, INTERESTS AND BENEFITS OF THE COMPANY FROM TIME TO TIME SUBJECT TO THE SECURITY. "SECURITY" MEANS THE SECURITY CREATED OR INTENDED TO BE CREATED BY THIS DEBENTURE.

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

Certified by: **MORTON FRASER LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 314868

Charge code: SC31 4868 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 17th September 2014 and created by THE GREEN INSURANCE COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st October 2014 .

Given at Companies House, Edinburgh on 2nd October 2014

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

DATED

17 September

2014

THE GREEN INSURANCE COMPANY LIMITED

as Company

(1)

and

RBS INVOICE FINANCE LIMITED

as Security Agent

(2)

DEBENTURE

Squire Patton Boggs (UK) LLP
2 Park Lane
Leeds
LS3 1ES
United Kingdom
DX 26441 Leeds

O +44 113 284 7000
F +44 113 284 7001

Reference TXT1/ROY.293-0655

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DATE OF DEBENTURE

17 September

2014

PARTIES

- (1) **THE GREEN INSURANCE COMPANY LIMITED** (Company Number SC314868) whose registered office is at 1 Masterton Way, Tannochside Business Park, Uddingston, G71 5PU (the "**Company**")
- (2) **RBS INVOICE FINANCE LIMITED** as trustee for the Secured Parties (the "**Security Agent**", which expression includes any person which is for the time being a trustee (or a co-trustee) for the Secured Parties).

INTRODUCTION

- A The Lenders are willing to make a receivables finance loan facility available to the Clients on the terms and subject to the conditions set out in the Facility Agreement.
- B It is a condition precedent to the making of loans under the Facility Agreement that the Company shall have executed and delivered this Debenture.
- C The Board of Directors of the Company is satisfied that the Company is entering into this Debenture for the purposes of its business and that its doing so benefits the Company.
- D The Security Agent and the Company intend this Debenture to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.
- E The Security Agent holds the Security and the benefit of this Debenture on trust for itself and the other Secured Parties on the terms set out in the Facility Agreement.

IT IS AGREED THAT:

1 INTERPRETATION

1.1 Definitions

In this Debenture the following terms have the meanings given to them in this Clause.

"Account" means any account now or in the future opened or maintained by the Company with a bank or other financial institution (and any replacement account or subdivision or subaccount of that account), all amounts from time to time standing to the credit of, or accrued or accruing on, such account and all Related Rights.

"Acknowledgement" means a duly completed acknowledgement of assignment or charge in the form set out in the relevant Part of Schedule 2 (*Forms of Notice and Acknowledgement of Assignment or Charge*) being:

- (a) Part 1B in the case of Insurances;
- (b) Part 2B in the case of Charged Accounts; and
- (c) Part 3B in the case of Material Contracts,

or in such other form as may be approved by the Security Agent.

"Charged Accounts" means:

- (a) each Account identified in Part 5 of Schedule 1 (*Details of Certain Assets*); and
- (b) any other Account designated in writing as a Charged Account by the Security Agent and the Company.

"Default Rate" has the meaning given in Clause 1.1 (*Definitions*) of the Facility Agreement.

"Encumbrance" 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.

"Environment" means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:

- (a) air (including, without limitation, air within natural or man-made structures, whether above or below ground);
- (b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and
- (c) land (including, without limitation, land under water).

"Environmental Claim" means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law.

"Environmental Law" means any applicable law or regulation which relates to:

- (d) the pollution or protection of the Environment;
- (e) the conditions of the workplace; or
- (f) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste.

"Environmental Licences" means any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of any Obligor conducted on or from the properties owned or used by the Company.

"Facility Agreement" means the receivables finance facility agreement dated on or about the date of this Debenture and made between (1) RBS Invoice Finance Limited and Barclays Bank PLC as Mandated Lead Arrangers, (2) RBS Invoice Finance Limited and Barclays Bank PLC as Original Lenders, (3) RBS Invoice Finance Limited as Agent, (4) RBS Invoice Finance Limited as Security Agent and (5) Ageas Retail Limited and the other companies named therein as the Original Clients.

"Fixtures" means, in relation to any Real Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant, machinery and equipment and other items attached to the relevant Real Property whether or not constituting a fixture at law.

"Insurances" means all contracts and policies of insurance (excluding any third party, public liability and directors & officers policies) from time to time, taken out by or on behalf of the Company or (to the extent of such interest) in which the Company has an interest.

"Investments" means:

- (a) the Shares and any other shares, stocks, debentures, bonds, notes, commercial paper, certificates of deposit, interests in collective investment schemes and other securities and investments of any kind whatsoever; and
- (b) all warrants, options or other rights to subscribe for, purchase or otherwise acquire any securities and investments,

in each case whether held directly by or to the order of the Company or by any custodian, nominee, fiduciary, clearance system or other similar person on its behalf (and all rights against any such person).

"Liability" means any present or future obligation or liability for the payment of money, whether in respect of principal, interest or otherwise, whether actual or contingent, whether owed jointly or severally and whether as principal or surety or in any other capacity and including any amount which would constitute such a liability but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

"Material Contracts" means the contracts (if any) detailed in Schedule 1 (*Details of Certain Assets*) and any other contract from time to time designated in writing as a Material Contract by the Security Agent and the Company.

"Notice" means a duly completed notice of assignment or charge in the form set out in the relevant Part of Schedule 2 (*Forms of Notice and Acknowledgement of Assignment or Charge*) being:

- (a) Part 1A, in the case of Insurances;
- (b) Part 2A, in the case of Charged Accounts; and
- (c) Part 3A, in the case of Material Contracts,

or in such other form as may be approved by the Security Agent.

"Planning Acts" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and the Highways Act 1980 and any re-enactment, variation or modification of any of them and any orders, regulations or permissions made, issued or granted under or by virtue of the foregoing Acts or any of them.

"Real Property" means:

- (a) any freehold, leasehold or immovable property and all rights, easements and privileges from time to time attached thereto; and
- (b) any buildings and Fixtures from time to time situated on or forming part of that freehold, leasehold or immovable property.

"Receiver" means a receiver and manager or any other receiver (whether appointed pursuant to this Debenture or any statute, by a court or otherwise) of all or any of the Secured Assets and shall, where permitted by law, include an administrative receiver.

"Registered Intellectual Property" means patents, petty patents, utility models, registered trade marks, registered designs and registered copyright, including applications for any of the same in any part of the world.

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

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

"Secured Assets" means all of the assets, rights, title, interests and benefits of the Company from time to time subject to the Security.

"Secured Obligations" means all present and future Liabilities of the Company to the Secured Parties (or any of them) under or in relation to any one or more of the Finance Documents (including, without limitation, all Liabilities arising out of any extension, variation, modification, restatement or novation of such Finance Documents whatsoever) provided that no Liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Security (or any part thereof) or any other provision of this Debenture would be unlawful or prohibited by any applicable law.

"Secured Parties" means each of the Finance Parties, any Delegate and any Receiver.

"Security" means the security created or intended to be created by this Debenture.

"Security Period" means the period beginning on the date of this Debenture and ending on the date upon which the Security Agent is satisfied that:

- (a) none of the Secured Parties is under any obligation (whether actual or contingent) to make advances or provide other financial accommodation to any Obligor under any of the Finance Documents; and

- (b) all Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

"Shares" means the shares identified in Schedule 1 (*Details of Certain Assets*) (if any) and all other shares in the capital of any company now or in the future legally or beneficially owned by the Company and/or any nominee on its behalf.

"Specified Real Property" means:

- (a) the Real Property identified in Schedule 1 (*Details of Certain Assets*) (if any); and
- (b) all other Real Property legally or beneficially owned by the Company which is designated as Specified Real Property by the Security Agent and the Company.

1.2 Defined Terms

Unless this Debenture provides otherwise or the context otherwise requires, a term which is defined (or expressed to be subject to a particular construction) in the Facility Agreement shall have the same meaning (or be subject to the same construction) in this Debenture.

1.3 Incorporation of Terms

The terms of the Finance Documents and any side letters between the Company and the Finance Parties are incorporated into this Debenture to the extent required for any purported disposition contained in this Debenture to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 Certificates

Any certification or determination by a Secured Party of a rate or amount of any Secured Obligation owed to it shall be, in the absence of manifest error, conclusive evidence of the existence and amount of such Secured Obligation.

1.5 Implied Covenants

In accordance with Rule 68 of the Land Registration Rules 2003:

- (a) the covenants set out in Section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to Clauses 3 (*Fixed Charges*), 3.1(b)(xi) (*Assignments*) and 5 (*Floating Charge*) save for the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about";
- (b) the covenants set out in Section 3(2) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to Clauses 3 (*Fixed Charges*), 3.1(b)(xi) (*Assignments*) and 5 (*Floating Charge*) save for the words "except to the extent that such liabilities and rights are, by reason of (i) being, at the time of the disposition, only potential liabilities and rights in relation to the property or

- (ii) being liabilities and rights imposed or conferred in relation to property generally, not such as to constitute defects in title"; and
- (c) the covenants set out in Section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to Clauses 3 (*Fixed Charges*), 3.1(b)(xi) (*Assignments*) and 5 (*Floating Charge*).

1.6 Nominees

If the Security Agent causes or requires Shares or any other asset to be registered in the name of a nominee for the Security Agent, any reference in this Debenture to the Security Agent shall, if the context so permits or requires, be construed as a reference to each of the Security Agent and such nominee.

1.7 Third Party Rights

- (a) The terms of this Debenture may be enforced only by a party to it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded, provided that any Receiver and any other Secured Party may rely on and enforce this Debenture.
- (b) The parties to this Debenture may vary or rescind this Debenture without the consent of any third party.

1.8 Clause and Schedule Headings

- (a) Unless otherwise stated, any reference in this Debenture to a Clause or a Schedule shall be construed as a reference to a clause of or a schedule to this Debenture.
- (b) Clause and Schedule headings are for ease of reference only and shall not affect the construction of this Debenture.

1.9 Facility Agreement

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

2 COVENANT TO PAY

2.1 Covenant to Pay

The Company agrees, as primary obligor and not only as a surety, that it will pay and discharge the Secured Obligations as and when they fall due or, if no time for payment is specified in respect of the same, promptly on demand of the Security Agent.

2.2 Interest

Any Secured Obligation which is owed by the Company under this Debenture and is not paid when due shall bear interest at the rate and in the manner agreed in the Finance Document under which such Secured Obligation is payable, and in the absence of such agreement at the Default Rate, from the due date until the date on

which such Secured Obligation is unconditionally and irrevocably paid in full and such interest shall accrue from day to day (after as well as before judgment) and be payable by the Company on demand of the Security Agent.

3 FIXED CHARGES

3.1 Fixed Charges

The Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent to hold the same on trust for the Secured Parties on the terms set out in the Facility Agreement:

- (a) by way of first legal mortgage, all of the Specified Real Property and all other Real Property now vested in the Company;
- (b) by way of first fixed charge all the Company's present and future right, title and interest in and to and the benefit of (but in the case of paragraphs (v) and (vi) below only if and to the extent the rights in question have not been effectively assigned pursuant to Clause 4.1 (*Assignments*) or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate Notice):
 - (i) to the extent not effectively charged pursuant to paragraph (a) above, all estates or interests in any Real Property (whether such interests are freehold, leasehold or licences) vested in, or acquired by, it;
 - (ii) to the extent not effectively charged pursuant to paragraph (a) or (b)(i) above, all plant and machinery, equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock-in-trade or work in progress) owned by the Company or (to the extent of such interest) in which the Company has an interest and the benefit of all contracts and warranties relating to the same;
 - (iii) all Charged Accounts;
 - (iv) all Investments and all Related Rights;
 - (v) the Insurances and all Related Rights;
 - (vi) (to the extent that the same do not fall within any other sub-paragraph of this paragraph (b)) the Material Contracts and all Related Rights;
 - (vii) any pension fund (to the extent permitted by law);
 - (viii) all Authorisations (statutory or otherwise) held in connection with the business of the Company or the use of any asset of the Company and the right to recover and receive all compensation which may at any time become payable to it in respect of the same;
 - (ix) all goodwill and uncalled capital of the Company;

- (x) all of the Registered Intellectual Property (if any) specified in Schedule 1 (*Details of Certain Assets*) and all other Registered Intellectual Property of the Company; and
- (xi) all Debts and Related Rights; and
- (xii) all Excluded Debts and Related Rights.

3.2 Notice of Charge

The Company shall promptly upon the execution of this Debenture and thereafter promptly upon the request of the Security Agent, give notice of the charge effected pursuant to Clause 3.1(b)(iii) (*Fixed Charges*) by sending a Notice to , each bank or other financial institution with which each such Charged Account is maintained and the Company shall use its reasonable endeavours to procure that within 28 days of the date of the relevant Notice the recipient thereof acknowledges the same in substantially the same form as the relevant Acknowledgement.

4 ASSIGNMENTS

4.1 Assignments

Subject to Clause 4.2 (*Non-Assignable Rights*), the Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, assigns absolutely to the Security Agent to hold the same on trust for the Secured Parties on the terms set out in the Facility Agreement all its present and future right, title and interest in and to and the benefit of:

- (a) the Insurances and all Related Rights;
- (b) all the Material Contracts and all Related Rights; and
- (c) to the extent not charged under the provisions of paragraph (b)(ix) of Clause 3 (*Fixed Charges*), all Intellectual Property.

4.2 Non-Assignable Rights

The Company declares that to the extent that any right, title, interest or benefit in or in respect of any asset described in Clause 4.1 (*Assignments*) cannot be or is not effectively assigned pursuant to Clause 4.1 for whatever reason, the Company shall:

- (a) notify the Security Agent of the same and the reasons therefor promptly on becoming aware of the same;
- (b) hold the benefit of the same on trust for the Security Agent as security for the payment and discharge of the Secured Obligations; and
- (c) take such steps as the Security Agent may require to remove such impediment to an assignment.

4.3 Notice of Assignment

The Company shall promptly upon the execution of this Debenture and thereafter promptly upon the request of the Security Agent, give notice of the assignments effected pursuant to Clause 4.1 (*Assignments*) by sending a Notice to:

- (a) in relation to the Insurances, each of the insurers party to each such Insurance; and
- (b) in relation to the Material Contracts, each debtor or obligor party to each such Material Contract (including any relevant landlord or tenant),

and the Company shall use its reasonable endeavours to procure that within 28 days of the date of the relevant Notice the recipient thereof acknowledges the same in substantially the same form as the relevant Acknowledgement.

4.4 License-back of Intellectual Property

The Security Agent hereby grants to the Company an exclusive, royalty-free licence to use and to have used on its behalf and to sub-license all Intellectual Property assigned under Clause 4.1 (*Assignments*) at any time prior to the Security becoming enforceable. The grant of licence under this Clause 4.4 includes the grant to the Company of the sole right to take action against, and compromise or make settlements with, any third parties infringing the Intellectual Property. The licence granted under this Clause 4.4 shall be irrevocable prior to this Security becoming enforceable.

5 FLOATING CHARGE

5.1 Creation of Floating Charge

- (a) The Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent to hold the same on trust for the Secured Parties on the terms set out in the Facility Agreement by way of a first floating charge (i) all its undertaking and assets whatsoever and wheresoever both present and future, not effectively charged pursuant to Clause 3 (*Fixed Charges*) or effectively assigned pursuant to Clause 4.1 (*Assignments*) and (ii) (whether or not effectively so charged or assigned pursuant to Clause 3 (*Fixed Charges*) or effectively assigned pursuant to Clause 4.1 (*Assignments*) all its heritable property, undertaking and assets situated in Scotland.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 5.
- (c) Unless permitted in the Facility Agreement or otherwise agreed in writing by the Security Agent and subject to section 464(2) of the Companies Act 1985:
 - (i) the Company shall not create any fixed security or other floating charge over any part of the Secured Assets situated in Scotland ranking in priority to or equally with the floating charge created pursuant to this Clause 5 after its execution of this Deed except any fixed or floating security in favour of the Security Agent; and

- (ii) the floating charge created pursuant to this Clause 5 shall rank over any part of the Secured Assets situated in Scotland in priority to any fixed security or other floating charge created by the Company after its execution of this Deed, except any fixed security or other floating charge in favour of the Security Agent.

5.2 Conversion of Floating Charge

- (a) The Security Agent may, by notice to the Company, convert the floating charge created under this Debenture with immediate effect into a fixed charge if:

- (i) the Security becomes enforceable in accordance with Clause 15 (*Enforcement of Security*);
- (ii) the Security Agent in good faith considers any of the Secured Assets to be in danger of being seized or sold under or pursuant to any form of distress, attachment, execution or other legal process or otherwise to be in jeopardy; or
- (iii) the Security Agent considers such conversion to be necessary to protect the priority of the Security,

and such fixed charge shall apply to all assets subject to the floating charge unless and to the extent that such notice otherwise specifies.

- (b) The floating charge created under this Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge (without notice) as regards all the assets subject to the floating charge at such time:

- (i) upon the convening of a meeting of the members of the Company to consider a resolution to wind up the Company;
- (ii) upon the presentation of a petition to wind up the Company or the presentation or making of an application for a warrant of execution or a third party debt order or charging order in respect of any of the Secured Assets subject to the floating charge under this Debenture;
- (iii) upon the issue and notice of distraint by HM Revenue and Customs or other competent authority, or upon any steps being taken to distrain for rent against any property of the Company; or
- (iv) if the Company fails to comply with its covenant in Clause 8.1 (*Negative Pledge and Disposals*) of this Debenture,

provided that nothing in this Debenture shall cause the floating charge to crystallise by reason of the Company obtaining or of anything being done with a view to the Company obtaining a moratorium under Section 1A of, and Schedule A1 to, the Insolvency Act 1986.

- (c) The giving of notice by the Security Agent pursuant to paragraph (a) above in relation to any of the Secured Assets shall not be construed as a waiver or

abandonment of the right of the Security Agent to serve similar notices in respect of any other of the Secured Assets or of any other of the rights of the Secured Parties (or any of them) under any Finance Document.

- (d) The provisions of this clause 5.2 (*Conversion of Floating Charge*) shall not apply to any Secured Assets situated in Scotland and the floating charge created by the Company pursuant to Clause 5.1 shall, in respect of the Secured Assets situated in Scotland, be converted to a fixed charge only in accordance with Scots law.

6 CONTINUING SECURITY

6.1 Continuing and Independent Security

The Security shall constitute and be continuing security which shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Obligations, shall continue in full force and effect until the end of the Security Period and is in addition to and independent of, and shall not prejudice or merge with, any other security (or any right of set-off) which the Security Agent or any other Secured Party may hold at any time for the Secured Obligations or any of them.

6.2 New Accounts

If the Security Agent receives notice of any Encumbrance created or arising after the date of this Debenture in respect of the Secured Assets or any of them or makes demand of the Company for payment of any or all of the Secured Obligations:

- (a) the Security Agent may open a new account or accounts in respect of any or all of the Secured Obligations (and if it does not do so it shall be treated as if it had done so at the time it received such notice or made such demand); and
- (b) thereafter any amounts paid to the Security Agent in respect of the Secured Obligations, or realised or recovered by the Security Agent under this Debenture, shall be credited to a new account (or be treated as having been so credited) and not applied (or be treated as having been applied) in or towards payment of all or any of the Secured Obligations.

6.3 Avoidance of Payments

Where any release, discharge or other arrangement in respect of any Secured Obligation or any Encumbrance which any Secured Party may hold for such Secured Obligation is given or made in reliance on any payment or other disposition which is avoided or must be repaid in an insolvency, liquidation or otherwise, and whether or not such Secured Party has conceded or compromised any claim that any such payment or other disposition will or should be avoided or repaid, this Debenture and the Security shall continue as if such release, discharge or other arrangement had not been given or made.

6.4 Immediate Recourse

Neither the Security Agent nor any other Secured Party shall be obliged before exercising any of the rights conferred on it by this Debenture or by law to seek to

recover amounts due from any Obligor or to exercise or enforce any other rights or security it may have or hold in respect of the Secured Obligations or any of them.

6.5 Waiver of Defences

Neither the obligations of the Company under this Debenture, nor the Security and the rights, powers and remedies conferred on the Security Agent by this Debenture or by law shall be discharged, impaired or otherwise affected by:

- (a) the winding-up, dissolution, administration or reorganisation of any Obligor or any other person or any change in the status, function, control or ownership of any Obligor or any such person;
- (b) any of the Secured Obligations or any other security held by the Security Agent or any other Secured Party in respect thereof being or becoming illegal, invalid, unenforceable or ineffective in any respect;
- (c) any time or other indulgence being granted or agreed to or with any Obligor or any other person in respect of the Secured Obligations or any of them or in respect of any other security held by the Security Agent or any other Secured Party in respect thereof;
- (d) any amendment to, or any variation, waiver or release of, the Secured Obligations or any of them or any other security, guarantee or indemnity held by the Security Agent or any other Secured Party in respect thereof;
- (e) any total or partial failure to take or perfect any security proposed to be taken in respect of the Secured Obligations or any of them;
- (f) any total or partial failure to realise the value of, or any release, discharge, exchange or substitution of, any other security, guarantee or indemnity held by the Security Agent or any other Secured Party in respect of the Secured Obligations or any of them; or
- (g) any other act, event or omission which might operate to discharge, impair or otherwise affect the obligations of the Company under this Debenture, the Security or any of the rights, powers and remedies conferred on the Security Agent and the other Secured Parties by this Debenture or by law.

6.6 No Competition

Any right which the Company may have by way of subrogation, contribution or indemnity in relation to the Secured Obligations, or otherwise to claim or prove as a creditor of any Obligor or any other person or its estate in competition with the Security Agent or any other Secured Party, shall be exercised by the Company only if and to the extent that the Security Agent so requires and in such manner and upon such terms as the Security Agent may specify and the Company shall hold any moneys, rights or security held or received by it as a result of the exercise of any such rights on trust for the Security Agent for application in accordance with the terms of this Debenture as if such moneys, rights or security were held or received by the Security Agent under this Debenture.

6.7 Appropriation

Neither the Security Agent nor any other Secured Party shall be obliged to apply any sums held or received by it in respect of the Secured Obligations in or towards payment of the Secured Obligations and any such sum shall be held by or paid to the Security Agent for application pursuant to the terms of this Debenture provided that any such sum may be credited to a suspense or impersonal account and held in such account pending the application from time to time of such sums in or towards discharge of the Secured Obligations.

7 REPRESENTATIONS AND WARRANTIES

The Company makes the representations and warranties set out in Clauses 7.1 (*Investments*) to 7.5 (*No Security from any Obligor*) to each Secured Party and acknowledges that each of the Secured Parties has entered into the Finance Documents to which it is party in reliance on such representations and warranties.

7.1 Investments

- (a) It is the sole beneficial owner of each of its Investments and any Related Rights and it and/or its nominee is the legal owner of its Investments and all such Related Rights.
- (b) Its Investments and all Related Rights are within the Company's disposition and control and, except in the case of Investments in Permitted Joint Ventures, the terms of each Investment and each Related Right, if applicable, and under the memorandum and articles of association or other constitutional documents of each issuer of such Investments do not restrict or otherwise limit the Company's ability to transfer, mortgage, charge or otherwise grant security in respect of any of its Investments and/or the Related Rights.
- (c) It will not take any action whereby the rights attaching to, or the Security over, its Investments and the Related Rights are altered, diluted or otherwise adversely affected except with the prior written consent of the Security Agent.
- (d) As at the date of this Debenture, its Investments are fully paid or credited as fully paid and no calls have been made in respect of them which remain unpaid.
- (e) Save as otherwise expressly permitted under the Finance Documents, it has not sold or granted any rights of pre-emption over or agreed to sell or grant any right of pre-emption over or otherwise disposed of or agreed to dispose of the benefit of all or any of its rights, title, interests or benefits in, to or in respect of all or any of its Investments or any of the Related Rights.

7.2 Real Property

Save as otherwise expressly permitted under the Finance Documents:

- (a) the Company is the legal and beneficial owner of all the Real Property specified in Schedule 1 (*Details of Certain Assets*) and has good and marketable title to such Real Property;

- (b) there subsists no breach of any Planning Acts, by-laws or local authority or statutory requirements which would or might reasonably be expected to have a material adverse effect on the value of all or any part of the Specified Real Property owned by the Company;
- (c) there are no covenants, agreements, stipulations, reservations, conditions, interests, rights or other matters whatsoever affecting all or any part of the Specified Real Property owned by the Company which would or might reasonably be expected to have a material adverse effect on the value of all or any part of the Specified Real Property (save for those created by or pursuant to this Debenture);
- (d) nothing has arisen or been created or is subsisting which would be or would create an overriding interest over or which might have a material adverse effect on the value of all or any part of the Specified Real Property owned by the Company;
- (e) no facilities necessary for the enjoyment and use of all or any part of the Specified Real Property owned by the Company, are enjoyed by such Specified Real Property on terms entitling any person to terminate or curtail its or their use;
- (f) the Company has received no notice of any adverse claims by any person in respect of the ownership of all or any part of the Real Property owned by the Company, or any interest in such Real Property, nor has any acknowledgement been given to any person in respect of any such claim on any such Real Property;
- (g) all of the Real Property owned by the Company is free from any tenancies or licences.

7.3 Environmental Matters

- (a) It has:
 - (i) complied with all Environmental Laws to which it may be subject;
 - (ii) obtained all Environmental Permits required or desirable in connection with its business; and
 - (iii) complied with the terms of all such Environmental Permits,

in each case where failure to do so has or could reasonably be expected to have a Material Adverse Effect.
- (b) There is no Environmental Claim pending or threatened against it, and to the best of its knowledge and belief there are no past or present acts, omissions, events or circumstances which could form the basis of any Environmental Claim against it, in each case, which has or could reasonably be expected to have a Material Adverse Effect.

- (c) No:
 - (i) Real Property currently or previously owned, leased, occupied or controlled by it is contaminated with any hazardous substance; and
 - (ii) discharge, release, leaking, migration or escape of any hazardous substance into the Environment has occurred or is occurring on, under or from that Real Property,

in each case in circumstances where the same has or could reasonably be expected to have a Material Adverse Effect.

7.4 Account Terms

The terms on which its Accounts are maintained do not restrict or otherwise limit its right to transfer or charge such Accounts.

7.5 No Security from any Obligor

It has not requested or taken any Encumbrance from any Obligor for any obligations or Liabilities of any Obligor to it.

7.6 Repetition

The representations and warranties set out in Clauses 7.1 (*Investments*) to 7.5 (*No Security from any Obligor*):

- (a) shall survive the execution of each Finance Document and each drawdown under the Facility Agreement; and
- (b) are made on the date of this Debenture and, save in the case of paragraph (d) of Clause 7.1 (*Investments*), are deemed to be repeated on the date of each Notification, on each Advance Date and on each Interest Payment Date during the Security Period with reference to the facts and circumstances then existing.

8 GENERAL UNDERTAKINGS

8.1 Negative Pledge and Disposals

The Company will not:

- (a) create or permit to subsist any Encumbrance over all or any of its present or future assets other than:
 - (i) Encumbrances constituted by or created pursuant to any of the Finance Documents; and
 - (ii) other Encumbrances expressly permitted under the terms of the Finance Documents; or
- (b) dispose of any of its assets except to the extent and in the manner expressly permitted under the Finance Documents.

8.2 No Prejudicial Action and Maintenance

- (a) The Company shall not:
 - (i) take any action which would cause any of the representations made in Clause 7 (*Representations and Warranties*) to be untrue or incorrect in any respect at any time during the Security Period; or
 - (ii) do or permit to be done anything which could reasonably be expected to prejudice the Security.
- (b) The Company shall:
 - (i) notify the Security Agent of the occurrence of any event which results in (or could reasonably be expected to result in) any of the representations contained in Clause 7 (*Representations and Warranties*) being untrue or incorrect in any respect when made or when deemed to be repeated; and
 - (ii) keep or cause to be kept all the Secured Assets which are necessary for its or any Obligor's business in good working order and condition (fair wear and tear arising from the use of the Secured Assets in the ordinary course of its business excepted).

8.3 Environmental Matters

- (a) The Company shall:
 - (i) comply with all Environmental Laws to which it may be subject;
 - (ii) obtain all Environmental Permits required or desirable in connection with the business it carries on; and
 - (iii) comply with the terms of all such Environmental Permits,

in each case where failure to do so has or could reasonably be expected to have a Material Adverse Effect.
- (b) The Company shall promptly notify the Security Agent of any Environmental Claim pending or threatened against it which, if substantiated, has or could reasonably be expected to have a Material Adverse Effect and shall take such steps in relation thereto as the Security Agent may reasonably request.
- (c) The Company shall not permit or allow to occur any discharge, release, leak, migration or other escape of any hazardous substance into the Environment on, under or from any Real Property owned, leased, occupied or controlled by it, where such discharge, release, leak, migration or escape has or could reasonably be expected to have a Material Adverse Effect.

The Company shall indemnify the Security Agent, each other Secured Party and their respective officers, employees, agents and delegates (together the "**Indemnified Parties**") against any cost or expense suffered or incurred by any of them which arises by virtue of any actual or alleged breach of any

Environmental Law (whether by the Company, an Indemnified Party or any other person) and which:

- (i) would not have arisen if this Debenture had not been executed; and
- (ii) was not caused by the gross negligence or wilful default of the relevant Indemnified Party.

9 ACCOUNTS AND RECEIPTS

9.1 Accounts General

- (a) The Company will:
 - (i) promptly following a request of the Security Agent, provide details of each of its Accounts;
 - (ii) promptly notify the Security Agent of any change in the detail of the Charged Accounts (including any renewal, replacement or redesignation of any such Account) after the date of this Debenture; and
 - (iii) not, without the prior written consent of the Security Agent, permit or agree to any material variation of the rights attaching to, or close, any such Charged Account.
- (b) Without prejudice and in addition to Clause 8.1 (*Negative Pledge and Disposals*), the Company will not:
 - (i) assign or charge the benefit of any Charged Account in whole or in part (other than pursuant to this Debenture); and
 - (ii) assign (whether by way of sale or mortgage), charge or otherwise seek to deal with or dispose of all or any part of any Charged Account without the prior written consent of the Security Agent (in its capacity as Security Agent under this Debenture).

9.2 Charged Accounts with Security Agent

- (a) Until the end of the Security Period, the Security Agent shall have no obligation to repay any amounts standing to the credit of any Charged Account that is maintained with the Security Agent or an Affiliate of the Security Agent (and any interest thereon shall be credited to the relevant Charged Account).
- (b) If the Charged Account is maintained with the Security Agent, the Company authorises the Security Agent (in its capacity as the bank with whom each Charged Account is maintained) to endorse any statement in relation to any Charged Account or other document relating to any Charged Account with a statement to the effect that:
 - (i) the benefit of such Charged Account is not capable of assignment or charge without the prior written consent of the Security Agent;

- (ii) the Company has agreed not to assign, charge or otherwise deal with the indebtedness evidenced by such Charged Account without the prior written consent of the Security Agent; and
- (iii) the benefit of such Charged Account is subject to a first fixed charge in favour of the Security Agent as security trustee for the Secured Parties.

9.3 Withdrawals

The Company shall not make any withdrawal from any Charged Account without the prior written consent of the Security Agent (in its capacity as such), save as permitted by the Facility Agreement or the Security Agent.

9.4 Accounts after Security becomes Enforceable

Upon the Security becoming enforceable, the Security Agent shall be deemed to have designated in writing all Accounts as Charged Accounts and at any time thereafter, the Security Agent may:

- (a) in relation to such new Charged Accounts, require the Company to, and the Company shall promptly on request, serve a Notice in the appropriate form on each bank or other financial institution with which any such Account is maintained and the Company shall comply with its obligation under Clause 3.2 (*Notice of Charge*) to obtain an Acknowledgement of each such Notice; and
- (b) exercise from time to time, all rights, powers and remedies of the Company in relation to any or all of its Accounts, including to demand and receive all and any monies standing to the credit of any such Accounts.

10 INVESTMENTS

10.1 Deposit of Certificates

The Company will:

- (a) on the date of this Debenture in respect of the Shares specified in Schedule 1 (*Details of Certain Assets*), and on the date of acquisition in respect of any additional Shares deliver to the Security Agent (i) the share certificates and (ii) stock transfer forms (duly executed in blank by or on behalf of the Company or its nominee as appropriate); and
- (b) on the date of this Debenture, or if later, on the date of acquisition of any Investment:
 - (i) deposit with the Security Agent (or as the Security Agent may direct) all other certificates and documents of title or evidence of ownership in relation to such Investments and any Related Rights; and
 - (ii) execute and deliver to the Security Agent all such other transfer forms and documents as may be requested by the Security Agent in order to enable the Security Agent (or its nominee) to become registered as

the owner, or otherwise obtain legal title to such Investments and Related Rights.

10.2 Not Prejudice

Without prejudice and in addition to Clause 8.2 (*No Prejudicial Action and Maintenance*), the Company shall not, by the exercise of any voting rights or otherwise, permit or agree to:

- (a) any variation of the rights attaching to or conferred by all or any part of its Investments, or
- (b) any increase in the issued share capital of any company whose shares are charged pursuant to this Debenture; or
- (c) any other matter,

in each case which, in the opinion of the Security Agent would, or would be reasonably likely to, impair the value of, or prejudice the ability of the Security Agent to realise, the Security or otherwise prejudice the interests of any Secured Party under any Finance Document, except as expressly permitted under the Facility Agreement in respect of Project Apollo.

10.3 Calls and other Payments

The Company shall pay when due all calls or other requests for payments made in respect of any of its Investments and the Related Rights but if the Company fails to make any such payment, the Security Agent may (but shall not be obliged to) make such payment on behalf of the Company and if the Security Agent does so, the Company shall promptly on demand of the Security Agent pay to the Security Agent an amount equal to such payment.

10.4 Rights Before Security Enforceable

Unless and until the Security has become enforceable, the Company shall continue to be entitled:

- (a) to receive and retain all dividends, interest and other monies arising from the Investments and the Related Rights; and
- (b) subject to Clause 10.2 (*Not Prejudice*), to exercise all voting rights in relation to the Investments.

10.5 Rights after Security Enforceable

At any time after the Security has become enforceable, the Security Agent may at its discretion (in the name of the Company or otherwise and without any further consent or authority from the Company):

- (a) complete all stock transfer forms and other documents of title then held by the Security Agent pursuant to this Debenture in the name of the Security Agent (or its nominee) and the Company shall extend the fullest co-operation to the Security Agent to secure the prompt registration of such transfer and the

prompt issue of a new certificate or certificates for the relevant Investments in the name of the Security Agent (or its nominee);

- (b) exercise (or refrain from exercising) any voting rights in respect of any of the Company's Investments and all other powers and rights conferred on or exercisable by a legal or beneficial owner of the Investments;
- (c) apply all dividends, interest and other monies arising from or pursuant to the Company's Investments as if they were proceeds of sale under this Debenture; and
- (d) exercise or refrain from exercising the rights of a legal owner of the Investments, including the right, in relation to any company whose shares or other securities are included in the Investments, to concur or participate in:
 - (i) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof);
 - (ii) the realisation, modification or variation of any rights or liabilities attaching to any such shares or securities; and
 - (iii) the exercise, renunciation or assignment of any right to subscribe for any such shares or securities,

in each case in such manner and on such terms as the Security Agent may think fit.

11 REAL PROPERTY

11.1 General Real Property Undertakings

The Company shall:

- (a) promptly notify the Security Agent in writing upon the acquisition by the Company of any Real Property after the date of this Debenture and of any Encumbrance existing in respect of that Real Property;
- (b) use its Real Property only for such purpose or purposes as may for the time being be authorised as the permitted use or user thereof under or by virtue of the Planning Acts;
- (c) not without the prior written consent of the Security Agent, carry out or permit to be carried out on any part of its Real Property any development (within the meaning of that expression in the Planning Acts and being a development in respect of which the permission of the local planning authority is required) or make any application for planning permission;

11.2 Specified Real Property

The Company shall:

- (a) keep or cause to be kept in good and substantial repair, decoration and good working order all buildings and erections on its Specified Real Property and other plant, machinery, implements and other effects for the time being owned by it and where necessary replace the same with items of similar quality and value;
- (b) ensure that the Security Agent or any authorised representative of the Security Agent is able at all reasonable times, and on receipt of reasonable notice, to inspect and enter into or onto (as the case may be) any of its Specified Real Property;
- (c) duly and punctually perform and at all times observe all covenants and stipulations (restrictive or otherwise) affecting all or any part of its Specified Real Property and indemnify each Secured Party in respect of any breach thereof (or if the lessor and, to the extent necessary, ensure that all such matters to be complied with by any third party are so complied with) and not do or suffer to be done any act or thing whereby any lease or leases comprising such Specified Real Property may become liable to forfeiture or otherwise be determined or agree any variation, surrender or termination thereof without the prior written consent of the Security Agent;
- (d) promptly on request by the Security Agent, deposit with the Security Agent (who shall be entitled to hold the same during the Security Period) (i) all deeds and documents of title relating to its Specified Real Property (whenever acquired by the Company), (ii) all Local Land Charges, Land Charges and Land Registry Search Certificates and similar documents received by or on behalf of the Company within the three months immediately prior to the date of this Debenture or, in the event any Specified Real Property is acquired after the date of this Debenture, within the three months prior to the acquisition of such Specified Real Property and (iii) any leases and agreements for lease granted by or to the Company from time to time in respect of its Specified Real Property;
- (e) grant the Security Agent, or its lawyers on request, all facilities within the power of the Company to enable such lawyers to carry out investigations of title of all or any part of the Specified Real Property of the Company and enquiries into such matters in connection therewith as would usually be carried out by a prudent mortgagee; all such investigations and enquiries shall be at the expense of the Company;
- (f) not, without the prior written consent of the Security Agent, enter into any negotiations with any competent authority with regard to the compulsory acquisition of any of its Specified Real Property or consent to the compulsory acquisition of any of its Specified Real Property, and, if so requested by the Security Agent, permit the Security Agent or its authorised representatives to conduct such negotiations or to give such consent on the Company's behalf; or

- (g) if the Company fails to observe or perform any undertaking affecting any of the Specified Real Property (or any part of it), allow the Security Agent or its agents and contractors to:
- (i) enter into any part of the Specified Real Property;
 - (ii) comply with or object to any notice served on the Company in respect of the Specified Real Property; and
 - (iii) take any action as the Security Agent may reasonably consider necessary or desirable to prevent or remedy any breach of any such term or to comply with or object to any such notice,

and the Company shall immediately on request by the Security Agent pay the costs and expenses of the Security Agent or its agents and contractors incurred in connection with any action taken by it under this paragraph (g);

- (h) perform all its obligations under any law or regulation in any way related to or affecting the Specified Real Property;
- (i) promptly, and in any event within 14 days after the receipt by the Company of any application, requirement, order or notice served or given by any public or local or any other authority with respect to any of the Specified Real Property, give written notice of the same to the Security Agent as soon as reasonably practicable following demand, produce the same or a copy thereof to the Security Agent together with details of the steps taken or proposed to be taken to comply with any such application, requirement, order or notice;
- (j) duly and punctually perform and observe all its obligations in connection with the Specified Real Property under any present or future statute or any regulation, order or notice made or given;
- (k) in the case of any plant, machinery or equipment subject to a fixed charge located on leasehold Specified Real Property (where the Company is not the lessor), notify the lessor of the fixed charge and use reasonable endeavours to obtain written confirmation from the lessor of such premises that it waives absolutely all rights it may have now or at any time in the future over such plant, machinery and/or equipment; and
- (l) if so requested by the Security Agent, place and maintain on each Specified Real Property subject to a fixed charge hereunder, in a conspicuous place, an identification plaque containing the following wording:

"NOTICE OF CHARGE

This [*description of relevant Specified Real Property*] is subject to a first fixed charge in favour of [*name of Security Agent*]".

and not conceal, alter or remove such plaque or permit it to be concealed, altered or removed.

12 DEBTS

The Company shall only deal with Debts and Excluded Debts and the proceeds thereof and the Related Rights thereto in accordance with the Facility Agreement.

13 FURTHER ASSURANCE

The Company shall from time to time and at its own expense, give all such assurances and do all such things as the Security Agent may require or consider desirable to enable the Security Agent to perfect, preserve or protect the Security or the priority of the Security or to exercise any of the rights conferred on the Security Agent or the Secured Parties by this Debenture or by law and to that intent the Company shall execute all such instruments, deeds and agreements, obtain all consents, approvals and other authorisations necessary to create legally and validly, without any breach of contract or duty, the fixed charges and to effect the assignments envisaged under Clauses 3 (*Fixed Charges*) and 4.1 (*Assignments*) respectively, and shall give all such notices and directions as the Security Agent may consider expedient (acting reasonably).

14 POWER TO REMEDY

Without prejudice to the Security Agent's rights under Clause 8 (*General Undertakings*), if the Company fails to comply with any of its obligations in relation to any of its assets under this Debenture within the specified timeframe (if any), or the Security Agent reasonably considers that the Company has failed to comply with any such obligations within the specified timeframe (if any), the Security Agent may, if it thinks fit (but without any obligation) take such steps as it deems appropriate to remedy such failure (including, without limitation, the carrying out of repairs, the putting in place of insurance or the payment of costs, charges or other expenses) and the Company will co-operate with and will grant the Security Agent or its agents or contractors such access as the Security Agent may reasonably require to the relevant assets or otherwise in order to facilitate the taking of such steps.

15 ENFORCEMENT OF SECURITY

15.1 Security Enforceable

The Security shall become immediately enforceable:

- (a) if a Termination Event has occurred and is continuing; or
- (b) if so requested by the Company.

15.2 Enforcement

At any time after the Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of the Security and exercise any of the rights conferred on it by this Debenture or by law at such times and in such manner as it thinks fit.

15.3 Rights of the Company on Enforcement

Upon the Security becoming enforceable, the Company may not, without the prior written consent of the Security Agent, withdraw any monies from any Account, compromise, compound, vary, discharge, postpone or release any Debts, Excluded Debts or other rights to receive monies or otherwise waive any rights of action in relation thereto or do or omit to do anything which may delay or prejudice the full recovery thereof other than to the extent the Security Agent otherwise instructs the Company in writing.

15.4 Power of Sale

At any time after the Security has become enforceable, the Security Agent may (without notice to the Company) sell or otherwise dispose of the Secured Assets or any of them and shall be entitled to apply the proceeds of such sale or other disposal in paying the costs of such sale or disposal and thereafter in or towards the discharge of the Secured Obligations or otherwise as provided for in this Debenture.

15.5 Statutory Powers

For the purposes of all powers implied by statute, the Secured Obligations shall be deemed to have become due and payable on the date of this Debenture.

15.6 Law of Property Act

Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Debenture or to any exercise by the Security Agent of its right to consolidate mortgages or its power of sale. The statutory powers of leasing conferred on the Security Agent shall be extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant such options as the Agent shall think fit and without the need to comply with any of the provisions of Sections 99 and 100 of the Law of Property Act 1925, and Clause 15.2 (*Enforcement*) shall operate as a variation and extension of Section 101 of such Act.

15.7 Appropriation of Financial Collateral

To the extent that the Secured Assets constitute "financial collateral" and this Debenture constitutes a "security financial collateral arrangement" (as defined in the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003 No. 3226)), the Security Agent may appropriate all or any part of the Secured Assets in or towards satisfaction of the Secured Obligations, the value of the property so appropriated being the amount standing to the credit of the relevant Account (where the property is the benefit of an Account) or (in any other case) such amount as the Security Agent shall determine in a commercially reasonable manner.

16 ADMINISTRATORS AND RECEIVERS

16.1 Appointment of Administrator

At any time after the Security has become enforceable, the Security Agent may appoint an administrator pursuant to the power contained in paragraph 14 of Schedule B1 to the Insolvency Act 1986.

16.2 Appointment of Receivers

At any time after the Security has become enforceable or if the Company requests it to do so, the Security Agent may, by written instrument and without notice to the Company, appoint any one or more persons as Receiver of such part of the Secured Assets as may be permitted by law.

16.3 Status of Receivers

Each Receiver shall:

- (a) be entitled to act individually as well as jointly with any other person appointed as Receiver; and
- (b) for all purposes be deemed to be the agent of the Company (and no Receiver shall at any time act as agent for the Security Agent) and shall as such agent be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Law of Property Act 1925.

16.4 Powers of a Receiver

- (a) Every Receiver appointed pursuant to Clause 16.2 (*Appointment of Receivers*) shall have and be entitled to exercise all of the powers set out in paragraph (b) below in addition to (i) all the powers conferred by the Law of Property Act 1925 (as extended by this Debenture) on any receiver appointed under such Act and (ii) (whether or not such Receiver is an administrative receiver) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986.
- (b) The powers referred to in the first sentence of paragraph (a) above are:
 - (i) to take immediate possession of, get in and collect all or any part of the Secured Assets over which he is appointed;
 - (ii) to carry on the business of the Company insofar as it relates to the Secured Assets over which he is appointed as it may think fit, including the entering into of contracts and the repudiation, rescission or variation of any contract to which the Company is a party, and the acquisition or hiring of assets;
 - (iii) to make and effect all repairs and insurances and do all other acts which the Company might do in the ordinary course of its business or is obliged to do under the terms of this Debenture whether for the protection or for the improvement of the Secured Assets over which he is appointed and to commence and/or complete any building operations on the Company's Real Property over which he is appointed and to apply for and maintain any planning permissions, building regulation approvals and any other permissions, consents or licences, in each case as it may in his absolute discretion think fit;
 - (iv) to appoint, discharge and vary the terms of employment or other engagement of managers, officers, agents, accountants, servants,

workmen and others for the purposes of this Debenture upon such terms as to remuneration or otherwise as it may think proper;

- (v) for the purpose of exercising any of the powers, authorities and discretions conferred on it by or pursuant to this Debenture and/or of defraying any costs, charges, losses or expenses (including remuneration) which shall be incurred by it in the exercise thereof or for any other purpose, to raise and borrow money either unsecured or on the security of all or any part of the Secured Assets over which he is appointed either in priority to the Security or otherwise and generally on such terms and conditions as it may think fit and no person lending such money shall be concerned to enquire as to the propriety or purpose of the exercise of such power or to see to the application of any money so raised or borrowed;
- (vi) to sell, lease, exchange, grant options or licences over, convert into money and realise or otherwise deal with, all or any part of the Secured Assets over which he is appointed by public auction or private contract and generally in such manner and on such terms as it shall think proper. Without prejudice to the generality of the foregoing, it may do any of these things for a consideration consisting of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as it may think fit. Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Company;
- (vii) to let all or any part of the Real Property over which he is appointed for such term and at such rent (with or without a premium) as it may think proper and to accept a surrender of any lease or tenancy thereof on such terms as it may think fit (including the payment of money to a lessee or tenant on a surrender);
- (viii) to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Company or relating in any way to the Secured Assets over which he is appointed or any part thereof;
- (ix) to bring, prosecute, enforce, defend and abandon any actions, suits and proceedings in relation to the Secured Assets over which he is appointed or any part thereof as may seem to it to be expedient;
- (x) to give valid receipts for all moneys and execute all assurances and things which it may think proper or desirable for realising the Secured Assets over which he is appointed;
- (xi) to form a Subsidiary or Subsidiaries of the Company (whether by acquisition or otherwise) and to supervise and manage the same and to transfer or otherwise dispose to any such Subsidiary all or any part of the Secured Assets over which he is appointed;

- (xii) to make or require the directors of the Company to make calls upon the holders of share capital in the Company and to enforce payment of any unpaid calls as it sees fit;
- (xiii) to enter into or otherwise grant guarantees, indemnities or otherwise incur obligations in respect of the liabilities of third parties and to make payments due in relation to the same; and
- (xiv) to do all such other acts and things as it may consider desirable or necessary for realising all or any part of the Secured Assets over which he is appointed or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of this Debenture; to exercise in relation to all or any part of the Secured Assets over which he is appointed all such powers, authorities and things as it would be capable of exercising if it were the absolute beneficial owner of the same; and to use the name of the Company for all or any of such purposes.

16.5 Removal and Remuneration

- (a) The Security Agent may whenever it may deem it expedient (and so far as it is lawfully able), by written instrument (i) remove any Receiver appointed by it and (ii) appoint a new Receiver in the place of any Receiver whose appointment has been terminated and may from time to time fix the remuneration of any Receiver appointed by it without the limitations imposed by Section 109 of the Law of Property Act 1925.
- (b) The Company shall be solely responsible for the payment of the remuneration of any Receiver appointed pursuant to this Debenture.

16.6 Security Agent's Rights

To the fullest extent permitted by law, all or any of the powers, authorities and discretions which are conferred by this Debenture (either expressly or impliedly) upon a Receiver in respect of the Secured Assets may, after the Security has become enforceable, be exercised by the Security Agent in relation to the whole or any part of the Secured Assets irrespective of whether or not a Receiver of all or any part of such Secured Assets has been appointed.

17 APPLICATION OF PROCEEDS

Any moneys held or received by the Security Agent or by any Receiver under or pursuant to this Debenture shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied by the Security Agent or by such Receiver in accordance with the terms of the Facility Agreement.

18 POWER OF ATTORNEY

18.1 Appointment

By way of security for the performance of its obligations under this Debenture, the Company irrevocably appoints the Security Agent and any Receiver (and their

respective delegates and sub-delegates) to be its attorney acting severally (or jointly with any other such attorney or attorneys) and on its behalf and in its name or otherwise to do any and every thing which the Company is obliged to do under the terms of this Debenture which the Company has failed to do within the timeframe provided in the relevant Finance Document (if any) or which such attorney considers necessary or desirable in order to exercise the rights conferred on it by or pursuant to this Debenture or by law.

18.2 Ratification

The Company ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Debenture shall do in its capacity as such.

19 PROTECTION OF SECURITY TRUSTEE AND RECEIVERS

19.1 No Liability as Mortgagee in Possession

Neither the Security Agent nor any Receiver shall, by reason of it or such Receiver entering into possession of all or any part of the Secured Assets or taking any action permitted by this Debenture, be liable to account as mortgagee in possession or otherwise be liable for any loss of any kind or for any default or omission for which a mortgagee in possession might be liable.

19.2 Receivers and Mortgagees

Each Receiver and the Security Agent shall be entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 (as extended by this Debenture) on mortgagees and receivers when such receivers have been duly appointed thereunder and the Company alone shall be responsible for the Security Agent's and each Receiver's contracts, engagements, acts, omissions, defaults and losses and for all liabilities incurred by either of them and none of the Secured Parties shall incur any liability therefor (either to the Company or to any other person).

20 PROTECTION OF THIRD PARTIES

No purchaser, mortgagee or other person or company dealing with the Security Agent or any Receiver or the agents of any of them shall have any need to enquire whether the Secured Obligations have become due and payable, or whether any power which the Security Agent or any Receiver is purporting to exercise has become exercisable or whether any of the Secured Obligations remains outstanding nor to have regard to the application of any money paid to the Security Agent or to such Receiver.

21 DELEGATION BY SECURITY TRUSTEE

The Security Agent may at any time and from time to time delegate by power of attorney or in any other manner to any person or persons all or any of the powers, authorities and discretions which are for the time being exercisable by the Security Agent under this Debenture in relation to all or any part of the Secured Assets. Any such delegation may be made upon such terms (including power to sub-delegate) and subject to such regulations as the Security Agent may think fit. The Security Agent shall not be in any way liable or responsible to the Company for any loss or

damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

22 REDEMPTION OF PRIOR MORTGAGES

The Security Agent may, at any time after the Security has become enforceable, redeem any prior Encumbrance over all or any part of the Secured Assets or procure the transfer of such Encumbrance to itself and may settle and pass the accounts of the prior mortgagee, chargee or encumbrancer. Any accounts so settled and passed shall be conclusive and binding on the Company. All principal moneys, interest, costs, charges and expenses of and incidental to such redemption and transfer shall be paid by the Company to the Security Agent on demand.

23 RELEASE OF THE SECURITY

23.1 Release of Secured Assets

After the end of the Security Period, the Security Agent shall, at the request and cost of the Company, execute all such documents and do such other things as may be required to release the Secured Assets from the Security and procure the reassignment to the Company of the property and assets assigned to the Security Agent pursuant to this Debenture, in each case subject to Clause 29.2 (*Potentially Avoided Payments*) and without recourse to or any representation or warranty by or from the Security Agent.

23.2 Re-assignment of Intellectual Property

All Intellectual Property assigned to the Security Agent under paragraph (c) of Clause 4.1 (*Assignments*) shall, at the end of the Security Period without recourse or warranty, be re-assigned unconditionally to the Company and this Clause 23.2 shall operate as an assignment of such Intellectual Property effective as of the date of the end of the Security Period.

23.3 Release for Permitted Disposals

The Security Agent shall release a Secured Asset from the Security if the Company is expressly permitted to dispose of such Secured Asset under the Finance Documents provided that any conditions to such disposal and/or release of security stipulated under the Finance Documents have been satisfied.

24 PAYMENTS

24.1 No Set-Off

All payments by the Company under this Debenture shall be made free and clear of and without deduction for or on account of any set-off or counterclaim.

24.2 Manner of Payment

Each payment made by the Company under this Debenture shall be paid in the manner in which payments are to be made by the Obligors under the Facility Agreement.

25 COSTS AND EXPENSES

25.1 Transaction Costs

The Company shall promptly on demand pay the Security Agent the amount of all costs and expenses (including pre-agreed legal fees), reasonably incurred by the Security Agent in connection with the negotiation, preparation, execution and perfection of this Debenture.

25.2 Preservation and Enforcement Costs

The Company shall within five Business Days of demand, pay to the Secured Parties the amount of all costs and expenses (including legal fees) incurred by them in connection with the enforcement of or the preservation of any rights under this Debenture.

25.3 Taxes

The Company shall promptly pay all stamp, registration, documentary and other Taxes, including any penalties, fines, supplements, surcharges or interest relating to such Taxes, to which this Debenture or any judgment given in connection with this Debenture is or at any time may be subject and shall within five Business Days of demand of the Security Agent indemnify each Secured Party against any liabilities, costs, claims and expenses (including legal fees) resulting from any failure to pay or any delay in paying any such Tax.

25.4 Indemnity

The Company indemnifies the Security Agent and any and every Receiver against liabilities incurred in relation to this Debenture.

26 ASSIGNMENTS AND TRANSFERS

26.1 The Company's Rights

None of the rights and benefits of the Company under this Debenture shall be capable of being assigned or transferred and the Company undertakes not to seek to assign or transfer all or any of such rights and benefits.

26.2 The Security Agent's Rights

The Security Agent may assign or transfer all or any of its rights and benefits under this Debenture without the consent of the Company.

27 REMEDIES AND WAIVERS

No failure by the Security Agent to exercise, nor any delay by the Security Agent in exercising, any right or remedy under this Debenture shall operate as a waiver thereof nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or the exercise of any other such right or remedy.

28 SET-OFF

28.1 Right to Set-Off

Each Secured Party may (to the extent that the same is beneficially owned by it), but shall not be obliged to, set off its rights in respect of any matured Secured Obligation against any matured obligation owed by such Secured Party to any Obligor. A Secured Party may exercise this right, without prior notice, both before and after demand. If obligations are in different currencies, such Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

28.2 Time Deposits

Without prejudice to Clause 28.1 (*Right to Set-Off*), if any time deposit matures on any Account the Company has with any Secured Party at a time within the Security Period when:

- (a) the Security has become enforceable; and
- (b) no amount of the Secured Obligations is due and payable,

such time deposit shall automatically be renewed for such further period as such Secured Party in its absolute discretion considers appropriate.

29 ADDITIONAL PROVISIONS

29.1 Partial Invalidity

If at any time any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect or any or all of the Security is or becomes ineffective in any respect under the law of any jurisdiction, such illegality, invalidity, unenforceability or ineffectiveness shall not affect:

- (a) the legality, validity or enforceability of the remaining provisions of this Debenture or the effectiveness in any other respect of such Security; or
- (b) the legality, validity or enforceability of such provision or the effectiveness of such Security under the laws of any other jurisdiction.

29.2 Potentially Avoided Payments

If the Security Agent determines that an amount paid to a Secured Party under any Finance Document is capable of being avoided, reduced or otherwise set aside on the liquidation or administration of the person by whom such amount was paid, then for the purposes of this Debenture, such amount shall be regarded as not having been paid and the liability of the Company under this Debenture and the Security shall continue.

29.3 Currency Conversion

In order to apply any sum held or received by the Security Agent or a Receiver in or towards payment of the Secured Obligations, the Security Agent or such Receiver

may purchase an amount in another currency and the rate of exchange to be used shall be that at which, at such time as it considers appropriate, the Security Agent or such Receiver is able to effect such purchase.

29.4 Currency Indemnity

If any sum due from the Company under this Debenture or any order or judgment given or made in relation to this Debenture has to be converted from the currency (the "**first currency**") in which the same is payable under this Debenture or under such order or judgment into another currency (the "**second currency**") for the purpose of (a) making or filing a claim or proof against the Company, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to this Debenture, the Company shall indemnify and hold harmless each Secured Party from and against any loss it suffers or incurs as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which such Secured Party may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

29.5 Rights Cumulative

The rights and remedies provided by this Debenture are cumulative and not exclusive of any rights or remedies provided by law.

29.6 Unfettered Discretion

Any liberty or power which may be exercised or any determination which may be made under this Debenture by the Security Agent or any Receiver may, subject to the terms and conditions of the Facility Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

30 NOTICES

Any communication to be made under or in connection with this Debenture shall be made in accordance with Clause 34 (*Notices*) of the Facility Agreement.

31 THE LAND REGISTRY

In respect of the Real Property specified in Schedule 1 (*Details of Certain Assets*) the title to which is registered at the Land Registry and in respect of any other registered title(s) against which this Debenture may be noted, the Company hereby undertakes to make or procure that there is made a due and proper application to the Land Registry (with the Security Agent's consent as proprietor of the relevant registered charge):

- (a) for a restriction in the following terms to be entered on the Proprietorship Register relating thereto:

"No disposition or dealing of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered

without a written consent signed by the proprietor for the time being of the charge dated *[insert date]* in favour of *[insert name of Security Agent]* referred to in the charges register or their conveyancer."

- (b) to enter a note of the obligation to make further advances by the Secured Parties on the charges register of any registered land forming part of the Secured Assets; and
- (c) to note this Debenture on the charges register.

32 GOVERNING LAW

This Debenture and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law.

33 ENFORCEMENT

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture or any non-contractual obligation arising out of or in connection with this Debenture) (a "Dispute").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 33 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

34 COUNTERPARTS AND EFFECTIVENESS

34.1 Counterparts

This Debenture may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Debenture. Transmission of an executed counterpart of this letter by fax or e-mail shall constitute effective delivery of that counterpart.

34.2 Effectiveness

This Debenture is intended to be a deed even if any party's execution is not in accordance with the formalities required for the execution of deeds. This Debenture shall take effect and be delivered as a deed on the date on which it is stated to be made.

This document has been executed as a deed by the Company and has been signed on behalf of the Security Agent and is delivered and takes effect on the date stated at the beginning of it

SCHEDULE 1
Details of Certain Assets

Part 1

Specified Real Property

Intentionally blank

Part 2

Registered Intellectual Property

Intentionally blank

Part 3

Shares

Intentionally blank

Part 4

Material Contracts

Intentionally blank

Part 5
Charged Accounts

Account Number	Sort Code	Account Name	Account Maintained With
68631464	600846	The Green Insurance Co Ltd	National Westminster Bank Plc
68632479	600846	The Green Insurance Co Ltd	National Westminster Bank Plc

SCHEDULE 2
Forms of Notice and Acknowledgement of Assignment or Charge

Part 1

Part 1A

Form of Notice to Insurer

To: [Insert name of Insurer]

[Date]

Dear Sirs

We hereby give you notice that, pursuant to a Debenture dated [•] we have charged and assigned to RBS Invoice Finance Limited (as security trustee for the Secured Parties referred to in the Debenture, the "**Security Agent**") all our rights, title, interests and benefits in, to or in respect of the insurance policies with you detailed in Part A of the Schedule attached hereto (the "**Insurances**") including all claims and returns of premiums in respect thereof to which we are, or may at any future time become, entitled.

With effect from your receipt of this notice we hereby request and instruct that:

- 1 you immediately name the Secured Parties (details of whom are set out in Part B of the Schedule attached hereto) and the Security Agent (in its capacity as security trustee) as loss payee in respect of each of the Insurances;
- 2 upon the security granted by the Debenture in respect of the Insurances becoming enforceable (as notified to you by the Security Agent):
 - (a) all payments under or arising from the Insurances are to be made to the Security Agent or to its order;
 - (b) all remedies provided for in the Insurances or available at law or in equity are to be exercisable by the Security Agent;
 - (c) all rights to compel the performance of the Insurances are to be exercisable by the Security Agent; and
 - (d) all rights, title, interests and benefits whatsoever accruing to or the benefit of ourselves arising from the Insurances shall belong to the Security Agent; and
- 3 you give notice to the Security Agent promptly in writing:
 - (a) if we propose to cancel or give notice of cancellation of any Insurance, at least 30 days before such cancellation is to take effect;
 - (b) of any material alteration or the termination or expiry of any such Insurance, at least 30 days before such alteration, termination or expiry is to take effect; and
 - (c) of any default in the payment of any premium or failure to renew any such Insurance and shall give the Security Agent not less than 30 days in which to

pay the defaulted premium without cancelling the policy during such 30-day period.

Please confirm your receipt of this notice and your acknowledgement of the matters and instructions set out above by signing and dating the Acknowledgement of Assignment set out on the enclosed copy of this notice, and returning the same to the Security Agent with a copy to ourselves.

Yours faithfully

.....

(Authorised signatory)

[COMPANY]

Schedule

Part A: Relevant Insurance Policies

[List All Policies in respect of which notice given]

[•]

Part B: Secured Parties

RBS Invoice Finance Limited

Barclays Bank PLC

Part 1B

Form of Acknowledgment of Assignment

[To be printed only on the copy of the Notice given]

To: RBS Invoice Finance Limited
as Security Agent
[Address]

Attention: [•]

Dear Sirs

We hereby acknowledge receipt of a notice in the terms set out above (the **"Notice"**).

We confirm that we shall hereafter act in accordance with the Notice and that we have not received any other notice of any other third party interests whether by way of assignment or charge in respect of any of the Insurances.

We further confirm that no amendment or termination of any of the Insurances shall be effective unless we have given you 30 days' prior written notice of our intention to so amend or terminate the same.

Yours faithfully

.....

(Authorised signatory)

[INSURER]

Date:

Part 2

Part 2A

Form of Notice to Bank with whom Account Maintained

To: [Account Bank]

Dear Sirs

We hereby give you notice that pursuant to a Debenture dated [•] we have charged to RBS Invoice Finance Limited (as security trustee for the Secured Parties referred to in the Debenture, the "**Security Agent**") all of our rights, title, interests and benefits in, to or in respect of account number [•], account name [•] maintained with you (including any renewal or redesignation thereof) (the "**Account**") and all monies standing to the credit of that Account from time to time.

With effect from the date of your receipt of this notice we hereby instruct you that:

- 1 [any existing payment instructions affecting the Account are to be terminated and all payments and communications in respect of the Account should be made only to the Security Agent or to its order (with a copy to ourselves)]/[insert agreed operating procedures in relation to relevant Account, which should be stated to be revocable at any time but only on notice from the Security Agent]; and
- 2 all rights, interests and benefits whatsoever accruing to or arising from the Account shall be exercisable by the Security Agent.

Please acknowledge receipt of this notice by signing and dating the acknowledgement printed on the enclosed copy of this Notice and returning it to the Security Agent.

Yours faithfully

.....

for and on behalf of

[COMPANY]

Part 2B

Form of Acknowledgement of Charge

[To be printed only on copy of the Notice given]

To: RBS Invoice Finance Limited
as Security Agent
[Address]

Attention: [•]

Dear Sirs

We hereby acknowledge receipt of a notice in the terms set out above.

We confirm that:

- 1 no fees or periodic charges are payable in respect of the Account and there are no restrictions on (i) the payment of the credit balance on the Account or (ii) the charge of the Account to the Security Agent or any third party;
- 2 we have not received notice of any other assignment of, charge over or trust or other third party interests in respect of the Account and we will not, without the Security Agent's consent (i) exercise any right of combination, consolidation or set-off which we may have in respect of the Account or (ii) amend or vary any rights attaching to the Account; and

we will act only in accordance with the instructions given by the Security Agent or persons authorised by the Security Agent and we shall send all statements and other notices given by us relating to the Account to the Security Agent.

Yours faithfully

.....

For and on behalf of [•]

By:

Date:

Part 3

Part 3A

Form of Notice to Material Contract Party

To: [•]

Dear Sirs

We hereby give you notice that pursuant to a Debenture dated [•] we have charged and assigned to RBS Invoice Finance Limited (as security trustee for the Secured Parties under the Debenture (the "**Security Agent**")), all our rights, title, interests and benefits in, to or in respect of [details of contract] (the "**Contract**") including all monies which may be payable in respect of the Contract.

With effect from your receipt of this notice we hereby give you notice that we have agreed that:

- 1 [all payments to be made to us under or arising from the Contract should be made [to the Security Agent or to its order as it may specify in writing from time to time]/[to specify bank account]];
- 2 all remedies provided for in the Contract or available at law or in equity shall be exercisable by the Security Agent;
- 3 all rights to compel performance of the Contract shall be exercisable by the Security Agent (although the Company shall remain liable to perform all the obligations assumed by it under the Contract); and
- 4 all rights, title, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Contract belong to the Security Agent and no changes may be made to the terms of the Contract nor may the Contract be terminated without the Security Agent's consent.

You are hereby authorised and instructed, without requiring further approval from us, to provide the Security Agent with such information relating to the Contract as it may from time to time request and to send copies of all notices issued by you under the Contract to the Security Agent as well as to us.

These instructions may not be revoked, nor may the terms of the Contract be amended, varied or waived without the prior written consent of the Security Agent.

Please acknowledge receipt of this notice by signing and dating the acknowledgement set out on the enclosed copy and returning it to the Security Agent.

Yours faithfully

.....

for and on behalf of
[COMPANY]

Part 3B

Form of Acknowledgement of Assignment

[To be printed only on copy of the relevant Notice given]

To: RBS Invoice Finance Limited
as Security Agent
[Address]

Attention: [•]

Dear Sirs

We acknowledge receipt of a notice in the terms set out above (the "Notice"). We confirm that we have not received notice of any previous assignments or charges of or over any of the rights, title, interests and benefits in, to or in respect of the Contract and that we will comply with the terms of the Notice.

We further agree and confirm that:

- 1 no amendment, waiver or release of any provision of the Contract shall be effective without the prior written consent of the Security Agent; and
- 2 we will not terminate the Contract or take any action in relation to any breach thereof by the Company unless we have given the Security Agent 30 days' prior written notice of our intention to do so specifying the action necessary by the Company or the Security Agent to avoid such termination or action.

Yours faithfully

.....

For and on behalf of [•]

By:

Date:

SIGNATURES

The Company

SIGNED and delivered as a deed by
THE GREEN INSURANCE
COMPANY LIMITED acting by two
directors or by one director and the
secretary:

Director

Signature :
Name :

Director/Secretary

Signature :
Name :

The Security Agent

RBS INVOICE FINANCE LIMITED

By:

SIGNATURES

The Company

SIGNED and delivered as a deed by
THE GREEN INSURANCE
COMPANY LIMITED acting by two
directors or by one director and the
secretary:

Director

Signature :

Name :

NICHOLAS LEMANS

Director/Secretary

Signature :

Name :

MARK CLIFF

The Security Agent

RBS INVOICE FINANCE LIMITED

By:

