



**Registration of a Charge**

Company name: **THE BLACK SHEEP BREWERY PLC**

Company number: **02686985**



X66NDFT4

Received for Electronic Filing: **17/05/2017**

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**Details of Charge**

Date of creation: **16/05/2017**

Charge code: **0268 6985 0015**

Persons entitled: **CLOSE BROTHERS LIMITED**

Brief description: **UK REGISTERED TRADE MARKS NUMBER 1465346 AND 2003994. REFER TO INSTRUMENT FOR FURTHER DETAILS.**

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

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

Certified by: **DWF LLP**



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

Company number: 2686985

Charge code: 0268 6985 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th May 2017 and created by THE BLACK SHEEP BREWERY PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th May 2017 .

Given at Companies House, Cardiff on 18th May 2017

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



16 May

2017

(1) THE BLACK SHEEP BREWERY PLC  
(AS CHARGOR)

and

(2) CLOSE BROTHERS LIMITED  
(AS SECURITY TRUSTEE)

CHARGE OVER INTELLECTUAL PROPERTY

DWF LLP  
Bridgewater Place  
Water Lane  
Leeds  
LS11 5DY

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THIS DEED is dated

16 May

2017

**BETWEEN**

- (1) **THE BLACK SHEEP BREWERY PLC** (a public limited company registered with number 02686985) with its registered office at Wellgarth, Masham, Ripon, North Yorkshire, HG4 4EN (the "**Chargor**");
- (2) **CLOSE BROTHERS LIMITED** (a private company registered with number 00195626) with its registered office at 10 Crown Place, London, EC2A 4FT and whose address for service is Ridgeland House, 165 Dyke Road, Hove, BN3 1UY, as security trustee for the Beneficiaries (in that capacity, the "**Security Trustee**").

This deed is delivered on the date stated above. The Security Trustee has been appointed by the Original Beneficiaries as trustee under, and has agreed to act in accordance with, the provisions of the Security Trust Deed in respect of the Security created by this Deed

**TERMS AGREED**

**1. Definitions and interpretation**

1.1 In this Deed, unless the context otherwise requires:

<b>"Authorisation"</b>	an authorisation, approval, consent, licence, permit, exemption, registration or filing necessary or desirable for the ownership, exploitation, use or enjoyment of the Charged Assets or for the protection of the Intellectual Property Rights or the validity or effectiveness of this Deed or its admissibility in evidence in England and Wales;
<b>"Base Rate"</b>	means, for each month in question, the ICE Benchmark Administration Limited's 3 Month Sterling LIBOR rate quoted by Thomson Reuters from time to time.
<b>"Beneficiaries"</b>	the Original Beneficiaries together with any other party who accedes to the Security Trust Deed as a Beneficiary from time to time (each a " <b>Beneficiary</b> ").
<b>"Business Day"</b>	a day (other than a Saturday or Sunday) on which banks are open for general business in London;
<b>"Charged Assets"</b>	all the assets of the Chargor which are from time to time subject to the security interests created by this Deed (whether by way of charge or otherwise) and references to the Charged Assets shall be interpreted to mean both the whole and any part of such assets and any interest therein;
<b>"Close Group"</b>	means Close Brothers Group Plc and each of its Subsidiaries from time to time;

<b>"Collection Account"</b>	such bank account as may from time to time be nominated by the Security Trustee;
<b>"Default Rate"</b>	the rate of 4 per cent per annum above the Base Rate;
<b>"Enforcement Event"</b>	<p>the occurrence of any of the following events or circumstances:</p> <ul style="list-style-type: none"> <li>(a) the Security Trustee demands the payment or discharge of all or any part of the Secured Liabilities the Chargor fails to pay or discharge any of the Secured Liabilities when due for payment or discharge;</li> <li>(b) the Chargor breaches any of the provisions of this Deed;</li> <li>(c) the Chargor is or becomes unable to pay its debts as they fall due or the value of the Chargor's assets is less than the amount of its liabilities taking into account the Chargor's contingent and prospective liabilities, or the Chargor commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness or makes a general assignment for the benefit of, or a composition with, its creditors;</li> <li>(d) the Chargor passes any resolution or takes any corporate action, or a petition is presented or proceedings are commenced, or any step is taken by the Chargor or any other person for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of it or of any or all of its revenues or assets;</li> <li>(e) a distress, execution, attachment or other legal process is levied, or enforced on or sued against, all or any part of the assets of the Chargor and remains undischarged for five Business Days;</li> <li>(f) an encumbrancer takes possession of the whole or any part of the revenues or assets of the Chargor; or</li> </ul>

	(g) any event occurs in relation to the Chargor which is analogous to any of those set out in paragraphs (a) to (f), above.
<b>"Existing Exploitation Agreements"</b>	the distribution and licence and other agreements between the Chargor and the Existing Intellectual Property Users and any other arrangements or agreements between such parties existing as at the date of this Deed;
<b>"Existing Intellectual Property Users"</b>	the person or persons who are existing distributors or licensees or users in respect of the Intellectual Property Rights;
<b>"Exploitation Agreements"</b>	the Existing Exploitation Agreements and/or the Future Exploitation Agreements;
<b>"Finance Documents"</b>	means all and any agreements from time to time for the provision of any form of financing between the Chargor and any member of the Close Group from time to time (each a <b>"Finance Document"</b> );
<b>"Future Exploitation Agreements"</b>	any arrangement or agreement between the Chargor and any other person in respect of the licensing or distribution or use or other exploitation of the Intellectual Property Rights or any part of them;
<b>"Future Intellectual Property Users"</b>	any persons and companies who may on or after the date of this Deed enter into any agreement or arrangement with the Chargor in respect of the distribution and/or licence and/or use of the Intellectual Property Rights;
<b>"Insurance Policy"</b>	any insurance policy relating to the Intellectual Property Rights effected by or on behalf of the Chargor or by any Intellectual Property User pursuant to the provisions of this Deed or any Exploitation Agreement;
<b>"Intellectual Property Rights"</b>	those intellectual property rights short particulars of which are contained in Schedule 2 ( <i>Specified Intellectual Property Rights</i> ) to this Deed including specifically all goodwill associated with such Intellectual Property Rights but excluding all other goodwill of the Chargor;
<b>"Intellectual Property User"</b>	any Existing Intellectual Property User and/or Future Intellectual Property User;
<b>"Original Beneficiaries"</b>	the parties or party (the <b>"Original Beneficiary"</b> ), as the case may be, referred to in Schedule 1 ( <i>The Original</i>

*Beneficiaries).*

<b>"Party"</b>	a party to this Deed and includes its successors in title, permitted assigns and permitted transferees, whether immediate or derivative;
<b>"Purchaser"</b>	any purchaser of or any person acquiring for money or monies worth any of the Intellectual Property Rights and/or any lease or security interest or right or any other interest of any nature whatever in any of them;
<b>"Receiver"</b>	a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Assets and that term will include any appointee made under a joint and/or several appointment;
<b>"Relevant Legislation"</b>	all laws, directions, regulations, codes of practice, guidance notes, circulars and the like concerning the protection of the environment, human health or working conditions;
<b>"Remittances"</b>	cash, cheques, bills of exchange, negotiable and non-negotiable instruments, letters of credit, orders, drafts, promissory notes, electronic payments and any other instruments, methods or forms of payment or engagement;
<b>"Reservations"</b>	<ul style="list-style-type: none"><li>(a) the principle that equitable remedies are remedies which may be granted or refused at the discretion of the court;</li><li>(b) the limitation of enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganisation, court schemes, moratoria, administration and other laws generally affecting the right of creditors;</li><li>(c) the time barring of claims under laws relating to limitation of actions;</li><li>(d) the possibility that an undertaking to assume liability for or to indemnify a person against non payment of stamp duty may be void;</li><li>(e) defences of set-off or counter-claim;</li><li>(f) similar principles and similar matters arising under the laws of any foreign jurisdictions in which the relevant obligations may have to be</li></ul>



performed;

**"Security Interest"**

a mortgage, charge, pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

**"Secured Liabilities"**

means the Secured Monies and the obligations in 2.1.2

**"Secured Monies"**

all the monies which now or at any time in future may be owing due and/or payable (but remaining unpaid) by the Chargor to the Security Trustee and/or the Beneficiaries (or any of them) in any manner and for any reason on any account including all such monies due by the Chargor either alone or jointly with any other person or on any partnership account (even though the whole of any part of such monies is represented or secured by any mortgages, guarantees, trust receipts, bills of exchange, leasing, hire or conditional sale agreements, assignments, agreements for discounting or factoring of debts or any other agreements or securities) and whether or not any of them have or has fallen due or become payable and whether or not default shall have been made in respect thereof together with:

- (a) all monies due or payable under each Finance Document (if any) or any loan or other form of financing agreement or similar between the Chargor and any Beneficiary or by virtue of any guarantee or indemnity given by the Chargor to the Security Trustee and/or any Beneficiary;
- (b) all advances which any Beneficiary has made or shall make to the Chargor;
- (c) any indebtedness now or hereafter to be incurred by the Security Trustee and/or any Beneficiary for or at the request of the Chargor, including all monies which the Security Trustee and/or any Beneficiary shall pay or become liable to pay for or on account of the Chargor or any other person at the request or order of the Chargor or under its authority, either alone or jointly with any other person and whether or not by any of the following:
  - (i.) making direct advances; or
  - (ii.) drawing, accepting, endorsing, paying

- or discounting any Remittance; or
- (iii.) entering into any bond, guarantee, indemnity or letter of credit; or
- (iv.) confirming orders; or
- (v.) otherwise accepting any other liability for or on behalf of the Chargor;
- (d) all monies which the Security Trustee and/or any Beneficiary can charge to the Chargor and all costs charges and expenses incurred by the Security Trustee and/or any Beneficiary following default in payment of any such monies or of breach by the Chargor of any of the provisions of this deed;
- (e) the charges of surveyors and/or solicitors instructed by the Security Trustee and/or any Beneficiary in connection with any part of the Charged Assets;
- (f) all costs and charges and expenses which the Security Trustee and/or any Beneficiary may from time to time incur in:
  - (i.) stamping, perfecting, registering or enforcing this security; or
  - (ii.) negotiating this deed and/or any Finance Document (or any guarantee, indemnity, priority arrangement, waiver or consent in respect of any of them); or
  - (iii.) obtaining payment or discharge of Secured Monies; or
  - (iv.) paying any rent, rates, taxes or outgoings for the Charged Assets; or
  - (v.) insuring, repairing, maintaining, managing or realising any part of the Charged Assets; or
  - (vi.) the preservation or exercise of any rights under or in connection with this deed or any attempt to do so; or
  - (vii.) giving a discharge or release of this security; or

(viii.) dealing with or obtaining advice about any other matter or question arising out of or in connection with this deed with the intention that the Security Trustee and each Beneficiary shall be afforded a full complete and unlimited indemnity against all costs, charges and expenses paid or incurred by it and whether arising directly or indirectly in respect of this security or of any other security held by the Security Trustee for the Secured Monies;

(g) all monies expended by any attorney appointed under clause 19.1.1 in exercising his powers;

(h) interest on all monies due and owing to the Security Trustee and/or any Beneficiary at such rate as may from time to time be payable pursuant to any agreement or arrangement relating thereto.

**"Security Period"** the period from the date of this Deed until the Security Trustee confirms in writing to the Chargor that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full;

**"Subsidiary"** means a subsidiary as defined in section 1159 of the Companies Act 2006 and unless the context otherwise requires, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

1.2 Each reference to this Deed or any other agreement or instrument is a reference to this Deed or such other agreement or instrument as amended, novated, replaced, restated, supplemented or varied from time to time.

1.3 Each reference to a provision of law is a reference to that provision as amended, replaced or re-enacted from time to time.

1.4 Any grant of rights for full title guarantee shall be deemed to contain all of the covenants and warranties implied in respect of any conveyance with full title guarantee pursuant to section 1(2) of the Law of Property (Miscellaneous Provisions) Act 1994.

1.5 Any reference to copyright, design right, know-how, patent, registered design right, service mark, trade mark or any other intellectual property right of any description shall be construed as a reference to all rights of such description subsisting under the laws of the United Kingdom and any and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world.

- 1.6 Clause and schedule headings are for ease of reference only.
- 1.7 Each reference to a clause or schedule is a reference to a clause or schedule of this Deed.
- 1.8 Words importing the singular shall include the plural and vice versa.
- 1.9 Words importing one gender will be treated as importing any gender.
- 1.10 any reference to any "**Beneficiary**", "**Original Beneficiary**", any member of the "**Close Group**", the "**Security Trustee**" or to any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees (whether immediate or derivative) and, in the case of the Security Trustee, any replacement security trustee or (trustees) appointed in accordance with the Security Trust Deed; unless a contrary indication appears a reference to the Security Trustee shall be construed as a reference to the Security Trustee as trustee for each of the Beneficiaries;
- 1.11 where any right, interest or title is granted or any covenant, undertaking, representation or warranty is given by the Chargor in favour of the Security Trustee it shall be taken as granted or given in favour of the Security Trustee as agent and trustee for the Beneficiaries and any losses suffered by the Security Trustee shall be interpreted as references to the losses of the Security Trustee and/or the Beneficiaries;
- 1.12 where the Security Trustee acts in accordance with this deed the Chargor will indemnify the Security Trustee against all costs and expenses incurred;
- 1.13 A reference to any person is to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any agency of a state, whether or not a separate legal entity.
- 1.14 The words "**include**", "**including**", "**in particular**" and any similar expression shall not be construed as implying any limitation, and general words introduced by "**other**", "**otherwise**" or any similar expression will not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class, of acts, matters or things.
- 1.15 **Effect of this Deed**
- This Deed is intended to take effect as a deed notwithstanding that a Party may have executed it under hand only.

## 2. **Covenant to pay**

- 2.1 The Chargor agrees with the Security Trustee:
- 2.1.1 to pay the Secured Monies, which are now or shall hereafter be due in accordance with the terms of the relevant Finance Document, transaction, Security, instrument or other obligation giving rise thereto the Chargor's

indebtedness to the relevant Beneficiary to whom such Secured Monies are owed; and

- 2.1.2 to discharge all obligations and liabilities, whether actual, accruing or contingent, now or in future due, owing or incurred under the Finance Documents in whatever currency denominated and on whatever account and howsoever arising, whether alone or jointly and in whatever style, name or form and whether as principal or surety.

### **3. Grant of Security**

#### **3.1 Intellectual Property Rights and Third Party Rights**

As a continuing security for the payment of the Secured Monies and the discharge of the Secured Liabilities, the Chargor with full title guarantee hereby creates a first fixed charge in favour of the Security Trustee over all of the Chargor's right title and interest in and to the Intellectual Property Rights throughout the world subject to and with the benefit of the Existing Exploitation Agreements to hold the same to the Security Trustee its successors and assigns absolutely for the period during which such rights subsist throughout the world subject to the Chargor's right of redemption pursuant to clause 3.5.

#### **3.2 Effect of assignment**

Notwithstanding the charges charged under clauses 3.1 the Chargor will remain liable to perform all the obligations to be performed on the part of the Chargor in respect of the assets charged and the Security Trustee shall have no obligation of any kind in respect of those assets nor any liability to perform the Chargor's obligations thereunder, unless the Security Trustee expressly agrees otherwise in writing. The Chargor will indemnify the Security Trustee in respect of all liabilities which the Security Trustee may incur in respect of the assets charged under clauses 3.1.

#### **3.3 Priority**

The charges created by this Deed:

- 3.3.1 rank as first charges; and
- 3.3.2 are given with full title guarantee.

#### **3.4 Title documents**

The Chargor will on request by the Security Trustee deposit with the Security Trustee and the Security Trustee will during the Security Period be entitled to hold all deeds and documents of title relating to the Charged Assets and all Insurance Policies.

#### **3.5 Redemption**

At the end of the Security Period the Security Trustee shall as soon as reasonably practicable at the request and cost of the Chargor discharge the Security Interests created by this Deed and execute such documents that may be reasonably required by the Chargor to give effect to such redemption.

#### **4. Security Interests and disposals**

The Chargor covenants with the Security Trustee that the Chargor will not at any time, except with the prior written consent of the Security Trustee:

- 4.1 create or purport to create or permit to subsist any Security Interest on or in relation to the Charged Assets other than this Deed;
- 4.2 create or purport to create or permit to subsist any Security Interest on or in relation to the sums receivable by the Chargor pursuant to the Exploitation Agreements other than this Deed;
- 4.3 sell, assign, transfer, lease, license, share the use of part with possession or control of or otherwise dispose of all or any part of the Charged Assets or any interest therein or
- 4.4 agree to do any of the things referred to in clause 4.1, 4.2 or 4.3.

#### **5. Representations and warranties**

The Chargor makes the representations and warranties set out in this clause 5 to the Security Trustee.

##### **5.1 Status**

- 5.1.1 The Chargor is a public limited company, duly incorporated and validly existing under the laws of England and Wales.
- 5.1.2 The Chargor has the power to own its assets and carry on its business as it is being conducted.

##### **5.2 Binding obligations**

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

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

The entry into and performance by the Chargor of, and the transactions contemplated by this Deed do not and will not conflict with:

- 5.3.1 any law or regulation or judicial or official order applicable to it;
- 5.3.2 its constitutional documents; or
- 5.3.3 any agreement or instrument binding upon it or any of its assets.

##### **5.4 Power and authority**

The Chargor has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of this Deed and the transactions contemplated by this Deed.

## **5.5 Authorisations**

All Authorisations have been obtained or effected (as appropriate) and are in full force and effect.

## **5.6 Title**

5.6.1 The Chargor has the right to enter into this Deed and except as contemplated by this Deed is the sole absolute and unencumbered legal and beneficial owner of the Intellectual Property Rights and has the right to enter into this Deed including without limitation the right to charge to the Security Trustee the Intellectual Property Rights free from any restriction throughout the world.

5.6.2 Other than this Deed, there are no Security Interests affecting the Charged Assets.

5.6.3 There are no agreements, options or other arrangements which prevent a charge to be made over the Charged Assets.

5.6.4 The Chargor has not received notice of any adverse claim by any person in respect of the ownership, exploitation, use or enjoyment of the Charged Assets or any interest in any of them.

5.6.5 All documents necessary to show good and marketable title to the Charged Assets are in the possession of, or held to the order of, the Security Trustee.

## **5.7 Ranking of security**

The Security Interests conferred by this Deed constitute first priority Security Interests of the type, and on the assets, described in this Deed and are not liable to avoidance on liquidation or administration.

## **5.8 No filing or stamp taxes**

Save for registration of this Deed at the Companies Registry for England and Wales, it is not necessary that this Deed be filed, recorded or enrolled with any court or other authority in any jurisdiction or that any stamp, registration or similar tax be paid on or in relation to this Deed or the transactions contemplated by this Deed.

## **5.9 Repetition**

The representations and warranties set out in this clause 5 shall be deemed to be made by the Chargor, by reference to the facts and circumstances then existing, on each day during the Security Period.

## **6. Covenants relating to the Charged Assets**

The Chargor agrees with the Security Trustee, for the benefit of each Beneficiary, that, whilst this security exists that:

## **6.1 Security Trustee approval to future exploitation**

If the Chargor wishes to enter into any Future Exploitation Agreement in respect of the Intellectual Property Rights it shall have the right to enter into negotiations with potential Future Intellectual Property Users and shall advise the Security Trustee of all proposed commercial terms and provide the Security Trustee with all proposed documentation. The Security Trustee undertakes with the Chargor that if the Security Trustee approves such proposed exploitation arrangements and is satisfied (at its sole discretion) that these are on an arm's length basis on the best reasonably obtainable commercial terms the Security Trustee shall grant the Chargor the right to enter into such arrangements in the form of such documentation as the Security Trustee may approve subject to the conditions in clause 6.2.

## **6.2 Conditions to Security Trustee approval**

The right of the Chargor to enter into and perform any Future Exploitation Agreement approved by the Security Trustee for the purposes of clause 6.1 and any grant of rights pursuant to such Future Exploitation Agreement shall be conditional on:

- 6.2.1 such Future Exploitation Agreement containing an irrevocable payment direction countersigned by the Future Intellectual Property User requiring payment of all sums due pursuant to the Future Exploitation Agreement to be made to the Collection Account;
- 6.2.2 the execution and delivery at the cost of the Chargor and free from any escrow to the Security Trustee of such form of security assignment from the Chargor of all sums payable pursuant to such Future Exploitation Agreement as the Security Trustee may require; and
- 6.2.3 there not having occurred any Enforcement Event or other breach or non-performance by the Chargor of any of its warranties or obligations under this Deed.

## **6.3 Authorisations**

The Chargor will at all times acquire and maintain all Authorisations and will comply with all their terms and conditions relating to all Authorisations and will not do or permit any act or omission whereby any Authorisation might be liable to be varied or revoked.

## **6.4 Taxes and other outgoings**

The Chargor will promptly pay all taxes, fees, licence, duties, registration charges, insurance premiums and other outgoings in respect of the Intellectual Property Rights or any part of any of them and on demand produce to the Security Trustee such evidence of payment as the Security Trustee may require.

## **6.5 Insurance policies**

- 6.5.1 The Chargor will take out and maintain the Insurance Policies and pay all premiums necessary to do so and to apply any money received under any



such policies in repayment of the Secured Liabilities and to produce copies of such policies and receipts for all premiums on demand and further to cause the interest of the Security Trustee to be duly notified to the underwriters of the Insurance Policies as named insured and loss payee.

- 6.5.2 The Chargor agrees that in the event of failure on the part of the Chargor to pay any premium in respect of any such policies within seven days after the due date the Security Trustee may pay such premium itself or effect new policies of insurance and the amount of the premiums and all costs, charges and expenses relating to the payment of such premiums or such new policies of insurance shall be repaid by the Chargor and until so repaid such sums together with all costs of the Security Trustee and interest at the Default Rate shall be added to the security created by this Deed and form part of the Secured Liabilities.

**6.6 Receivables under the Exploitation Agreements**

The Chargor will pay all sums received by the Chargor pursuant to the Exploitation Agreements into the Collection Account and if required by the Security Trustee to execute a valid and effective legal assignment of all book debts and other debts to the Security Trustee.

**6.7 Restrictions in respect of the Charged Assets**

The Chargor will not without the prior written consent of the Security Trustee:

- 6.7.1 make any modification or permit there to be made any modification to the Intellectual Property Rights if such modification may have an adverse effect on the security of the Security Trustee whether under this Deed or otherwise;
- 6.7.2 allow any counterclaim or set-off or other equity in respect of any sums payable in relation to the Intellectual Property Rights;
- 6.7.3 enter into any Future Exploitation Agreement (and will supply the Security Trustee with copies of all Future Exploitation Agreements entered into by the Chargor with the prior written approval of the Security Trustee);
- 6.7.4 modify or vary or waive any of the Chargor's rights under or pursuant to any of the Existing Exploitation Agreements or the Future Exploitation Agreements;
- 6.7.5 create, extend or permit to exist or be created or extended any transfer, assignment, mortgage, charge, lien, pledge, encumbrance or security on or over or affecting the Intellectual Property Rights or any other right or property charged under this Deed without the prior written consent of the Security Trustee, it being an express warranty on the part of the Chargor that no part of such property is at present the subject of any such mortgage, charge, lien, pledge, encumbrance or other security interest; or

6.7.6 permit any of the Intellectual Property Rights to be abandoned or to be cancelled or to lapse.

#### **6.8 Preservation of Charged Assets**

The Chargor will not do, or permit to be done, any act or thing which will or might materially diminish the value of any of the Charged Assets or the effectiveness of the security created by this Deed and will do all in the Chargor's power to protect and preserve the Intellectual Property Rights.

#### **6.9 Information and Notices**

The Chargor will:

6.9.1 produce to the Security Trustee and/or Beneficiary such documents or information relating to the Charged Assets as the Security Trustee and/or Beneficiary may from time to time reasonably request and promptly deliver to the Security Trustee a copy of any notice, order or proceedings served by any person on the Chargor concerning any Charged Assets, or alleging any breach by the Chargor of its obligations relating to the Charged Assets.

6.9.2 if requested by the Security Trustee, without delay and at its own cost take all reasonable or necessary steps to comply with any notice, order or proceedings referred to in clause 6.9.1.

6.9.3 at the request of the Security Trustee, without delay and at its own cost give notice to such persons specified by the Security Trustee of the security created by this Deed.

### **7. Covenants following a disposal of the Charged Assets**

Upon any sale or other disposition of any of the Charged Assets under or pursuant to this Deed the Chargor undertakes with the Security Trustee that:

#### **7.1 No supply to customers**

The Chargor shall not during the period of six months from the relevant sale or disposition for whatever reason whether as a principal or agent or whether directly or indirectly supply to any person firm or company with whom the Chargor or to the Chargor's knowledge any member of the Chargor's staff dealt with as a customer or potential customer of the Chargor in the six months preceding the relevant sale or other disposition any goods or services which are the same or substantially the same as the type of goods or services provided by the Chargor at the date of such sale or disposition whether or not the Chargor has approached the Customer or vice versa;

#### **7.2 Non-solicitation**

The Chargor shall not during the period of six months from any such sale or disposition for whatever reason whether as principal or agent and whether directly or indirectly approach any person firm or company with whom the Chargor or to the Chargor's knowledge any member of the Chargor's staff dealt with as a customer or

potential customer of the Chargor in the six months preceding the date of the relevant sale or disposition with an offer to supply such person with any goods or services which are the same or substantially the same as the type of goods or services provided by the Chargor as at the date of such sale or disposition; and

### **7.3 No holding out**

The Chargor shall not at any time after such sale or disposition hold the Chargor out or permit the Chargor to be held out as being in any way interested in or connected with the Security Trustee or any party to whom such sale or disposition was made and shall use the Chargor's best endeavours to prevent the Chargor being so held out.

Each of the undertakings on the part of the Chargor contained in this clause 7 is and shall be severable and construed and enforceable as a separate covenant.

## **8. Power to remedy**

### **8.1 Power to remedy**

If the Chargor at any time defaults in complying with any of its obligations contained in this Deed, the Security Trustee shall, without prejudice to any other rights arising as a consequence of such default, be entitled to make good such default and the Chargor irrevocably authorises the Security Trustee and its employees and agents by way of security to do all such things necessary or desirable in connection with the same.

### **8.2 Expenditure**

Any moneys expended by the Security Trustee pursuant to exercise of its powers under clause 8.1 shall be repayable by the Chargor to the Security Trustee on demand together with interest at the Default Rate from the date of payment by the Security Trustee until such repayment, both before and after judgment.

### **8.3 No liability to account**

The exercise by the Security Trustee of its rights under this clause 8 shall not make the Security Trustee liable to account as a mortgagee in possession.

## **9. Enforcement**

### **9.1 Enforcement**

The Security Trustee and each Beneficiary (in relation to the Secured Liabilities due to such Beneficiary under a particular Finance Document) shall be entitled to make demand for payment or discharge of the Secured Liabilities or (or, in the case of a demand by a Beneficiary, in respect of such of the Secured Monies as are due to such Beneficiary under a particular Finance Document) at any time after the occurrence of an Enforcement Event and may, without further notice and whether or not a Receiver shall have been appointed, exercise all the powers conferred upon mortgagees by the Law of Property Act 1925, as varied or extended by this Deed,

and all the powers and discretions conferred by this Deed on a Receiver either expressly or by reference.

**9.2 Statutory power of sale**

The statutory power of sale shall, as between the Security Trustee and a purchaser from the Security Trustee, arise on and be exercisable at any time after the execution of this Deed, provided that the Security Trustee will not exercise such power of sale until the security constituted by this Deed has become enforceable pursuant to clause 9.1.

**9.3 Extension of statutory powers**

The Security Trustee shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Security Trustee shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

**9.4 No obligation to enquire**

No person dealing with the Security Trustee or any Administrator or Receiver appointed hereunder, or its agents or brokers, shall be concerned to enquire whether the security constituted by this Deed has become enforceable, or whether any power exercised or purported to be exercised has become exercisable, and such dealing shall be deemed to be within the powers hereby conferred and to be valid and effectual accordingly.

**9.5 No liability as mortgagee in possession**

None of the Security Trustee, the Administrator or the Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets nor shall any of them be liable for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with all or any of the Charged Assets for which a mortgagee in possession might as such be liable.

**10. Receiver**

**10.1 Appointment of Receiver**

At any time after the security constituted by this Deed becomes enforceable, or at the request of the Chargor, the Security Trustee may without further notice:

10.1.1 appoint under seal or by writing under hand of a duly authorised officer of the Security Trustee any one or more person or persons to be a Receiver of all or any part of the Charged Assets (the expression Receiver shall, where the context so admits, include any person substituted as receiver or receiver and manager under the powers contained in this Deed); and

10.1.2 (subject to section 45 of the Insolvency Act 1986) from time to time under seal or by writing under hand of a duly authorised officer of the Security

Trustee remove any person appointed to be Administrator or Receiver and may in like manner appoint another in his place.

**10.2 More than one appointment**

Where more than one person is appointed Receiver, they will have power to act separately (unless the appointment by the Security Trustee specifies to the contrary).

**10.3 Additional powers**

10.3.1 The powers of sale and appointing a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Security Trustee under the Insolvency Act 1986 and the Law of Property Act 1925 or otherwise and shall be exercisable without the restrictions contained in sections 103 and 109 of the Law of Property Act 1925 or otherwise; and

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

**10.4 Receiver as agent of the Chargor**

Any Receiver appointed by the Security Trustee under this Deed shall be the agent of the Chargor and the Chargor will be solely responsible for his acts and remuneration as well as for any defaults committed by him.

**11. Powers of Receiver**

Any Receiver appointed by the Security Trustee under this Deed shall in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act 1986 have power to do all such acts and things as an absolute owner could do in the management of such of the Charged Assets over which such Receiver is appointed, and in particular (but without limitation):

- 11.1 to take possession of, get in, enforce and generally manage the Charged Assets;
- 11.2 to take any steps that may be necessary or desirable to effect compliance with any or all of the agreements charged or assigned pursuant to this Deed and to carry on, manage or concur in carrying on and managing the business of the Chargor or any part of the same in relation to the Materials and for any of those purposes to raise or borrow from the Security Trustee or otherwise any money that may be required upon the security of the whole or any part of the Charged Assets;
- 11.3 to sell or license or concur in selling or licensing the interest of the Chargor in the Materials and all other Charged Assets or otherwise deal therewith and on such terms in the interest of the Security Trustee as the Receiver thinks fit;
- 11.4 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Chargor;

- 11.5 to take continue or defend any proceedings and enter into any arrangement or compromise;
- 11.6 to insure the Charged Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen;
- 11.7 to employ advisers, consultants, managers, agents, suppliers and others;
- 11.8 to delegate his powers in accordance with clause 20.
- 11.9 to borrow any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the exercise of any of his powers; and
- 11.10 to do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or otherwise expedient for the realisation of the Charged Assets.

## **12. Application of proceeds**

### **12.1 Order of application**

All moneys received by the Security Trustee or by any Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the Secured Liabilities, in or towards satisfaction of such of the Secured Liabilities and in such order as the Security Trustee in its absolute discretion may from time to time conclusively determine, except that the Security Trustee may credit the same to a suspense account for so long and in such manner as the Security Trustee may from time to time determine and the Receiver may retain the same for such period as he and the Security Trustee consider expedient.

### **12.2 Section 109(8) Law of Property Act 1925**

Neither the Security Trustee nor any Receiver shall be bound (whether by virtue of section 109(8) of the Law of Property Act 1925, which is hereby varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities.

## **13. Indemnities**

### **13.1 Costs and expenses**

The Chargor will, on demand and on a full and unqualified indemnity basis, pay to the Security Trustee the amount of all costs and expenses (including legal and out-of-pocket expenses and any value added tax on such costs and expenses) which the Security Trustee and/or any Receiver incurs in connection with:

- 13.1.1 the preparation, negotiation, execution and delivery of this Deed and any related documents;
- 13.1.2 any stamping, filing or registration of this Deed;

- 13.1.3 any actual or proposed amendment or waiver or consent under or in connection with this Deed;
- 13.1.4 any discharge, release or reassignment of this Deed;
- 13.1.5 the actual or attempted preservation or exercise of any rights under or in connection with, and the actual or attempted enforcement of, this Deed;
- 13.1.6 obtaining payment of any of the Secured Liabilities;
- 13.1.7 dealing with or obtaining advice about any other matter or question arising out of or in connection with this Deed or any related document; and
- 13.1.8 all other moneys paid by the Security Trustee in connection with this Deed including (without limitation) any costs, charges and expenses specifically referred to in any of the provisions in this Deed.

#### **13.2 Recovery of costs and expenses**

The costs, expenses and other monies referred to in clause 13.1 shall be recoverable from the Chargor as a debt and may be debited to any account of the Chargor and shall bear interest accordingly at the Default Rate and shall be charged on the Charged Assets.

#### **13.3 Indemnity from Charged Assets**

The Security Trustee and any Receiver, attorney, agent or other person appointed by the Security Trustee under this Deed and the officers and employees of the Security Trustee and any such Receiver, attorney, agent or other person (each an "**Indemnified Party**") shall be entitled to be indemnified out of the Charged Assets in respect of all costs and losses which may be incurred by, or made against, any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising out of or as a consequence of:

- 13.3.1 anything done or omitted in the exercise, or purported exercise, of the powers contained in this Deed; or
- 13.3.2 any breach by the Chargor of any of its obligations under this Deed; or
- 13.3.3 any claim made or asserted against an Indemnified Party under any Relevant Legislation which would not have arisen if this Deed had not been executed and which was not caused by the gross negligence or wilful default of the relevant Indemnified Party.

### **14. Security Trust, The Security Trustee And The Beneficiaries**

- 14.1 All Security and dispositions made or created, and all obligations and undertakings contained, in this deed to, in favour of or for the benefit of the Security Trustee are made, created and entered into in favour of the Security Trustee as trustee for the Beneficiaries from time to time.

- 14.2 The Security Trustee shall have only those duties, obligations and responsibilities expressly specified in this deed and shall not have any implied duties, obligations or responsibilities. In performing or carrying out its duties, obligations and responsibilities, the Security Trustee shall be considered to be acting only in a mechanical and administrative capacity (save as expressly provided in this deed) and shall not have or be deemed to have any duty, obligation or responsibility to or relationship of trust or agency with the Chargor.
- 14.3 The Chargor shall pay to the Security Trustee such reasonable fees in respect of its acting as Security Trustee as the Security Trustee and the Chargor may agree from time to time, if any.
- 14.4 The Chargor shall pay to and indemnify the Security Trustee for all costs reasonably incurred and expenses of the Security Trustee in the release of any Security created by the Chargor in favour of the Security Trustee (in each case including but not limited to legal fees and stamp duty) and all value added tax and similar tax charged or chargeable in respect thereof.
- 14.5 The Chargor shall indemnify the Security Trustee and keep it indemnified against all liabilities, costs, charges and expenses (including in each case value added tax and any similar tax charged or chargeable in respect thereof) to which the Security Trustee becomes subject by reason of being the Security Trustee or properly incurred by it or by any person appointed by it to whom any trust, power, authority or discretion may be delegated by it in the execution of the trusts, powers, authorities or discretions vested in the Security Trustee under this Deed.
- 14.6 The Beneficiaries may appoint a replacement Security Trustee after consultation with the Chargor and otherwise as provided by the terms of the Security Trust Deed. The Chargor shall take such action as may be necessary, and the Security Trustee at the request (and properly incurred cost) of the Chargor shall take such action as may be practicable, in order that the Security granted in favour of the Security Trustee shall provide for effective and perfected Security in favour of any replacement Security Trustee including making available to the replacement Security Trustee such documents and records as the replacement Security Trustee shall request.
- 14.7 The Security Trustee and any Receiver may from time to time delegate (including by power of attorney) to any person or persons (including, without limitation and for the avoidance of doubt, any Beneficiary or Beneficiaries) any of the powers, authorities and discretions that are for the time being exercisable by the Security Trustee or a Receiver under this deed. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Trustee or such Receiver may think fit. Neither the Security Trustee nor any Receiver will be liable or responsible to the Chargor or any other person for any losses, liabilities or damages arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.



- 14.8 The Security Trustee may assign and transfer all of its rights and obligations under this deed to a replacement Security Trustee appointed in accordance with the terms of the Security Trust Deed.
- 14.9 This deed shall remain in full force and effect and binding on the Chargor notwithstanding any amalgamation or merger that may be effected by the Security Trustee with, or the sale or transfer of all or any part of the Security Trustee's undertaking and assets to, another person.
- 14.10 Any member of the Close Group with which the Chargor enters into a Finance Document that requires the Chargor to grant Security shall procure that the Security Trustee enter into the relevant security Document with the Chargor and such member of the Close Group shall become a Beneficiary without further act or consent on the part of the Chargor. Promptly following a member of the Close Group becoming a Beneficiary the Security Trustee shall certify to the Chargor in writing that such member of the Close Group has satisfied all the Security Trustee's requirements for accession to the Security Trust Deed and has become a Beneficiary.

**15. Power of attorney**

**15.1 Power of attorney**

The Chargor hereby irrevocably appoints the Security Trustee and (jointly and severally) each and every Receiver appointed by the Security Trustee under the provisions of this Deed to be the attorney of the Chargor and in the name and on behalf of the Chargor and as the Chargor's act and deed or otherwise to sign, execute, seal, deliver, complete any blanks in and otherwise perfect any deed, transfer, assurance, agreement, instrument or act which such Receiver or the Security Trustee may consider expedient in the exercise of any of his or its powers or in respect of the Chargor's obligations under this Deed. The power of attorney hereby granted is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971.

**15.2 Confirmation**

The Chargor covenants with the Security Trustee and with any Receiver that if required to do so it shall ratify and confirm:

- 15.2.1 all transactions entered into by the Security Trustee and/or any Receiver in the proper exercise of its or their powers in accordance with this Deed; and
- 15.2.2 all transactions entered into by the Security Trustee and/or any Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, document or other act.

**16. Independent and continuing security**

**16.1 Independent security**

This Deed shall be in addition to and independent of every other security, guarantee or other right or remedy held by or available to the Security Trustee for any of the

Secured Liabilities or in respect of the Charged Assets, and it is hereby declared that no such other security, guarantee or other right or remedy shall merge in the security created by this Deed.

**16.2 Continuing security**

This Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or other matter or thing whatsoever, until the expiry of the Security Period.

**16.3 Settlements conditional**

Any release, discharge or settlement between the Chargor and the Security Trustee shall be conditional upon no payment or security received by the Security Trustee in respect of the Secured Liabilities, whether from the Chargor or any other person, being avoided or reduced or ordered to be refunded pursuant to any provision of any enactment relating to insolvency, bankruptcy, winding-up, administration or receivership and, notwithstanding any such release, discharge or settlement:

16.3.1 the Security Trustee or its nominee shall be at liberty to retain this Deed and the security created by or pursuant to this Deed, including all certificates and documents relating to the Charged Assets or any part thereof, for such period as the Security Trustee shall deem necessary to provide the Security Trustee with security against any such avoidance or reduction or order for refund; and

16.3.2 the Security Trustee will be entitled to recover the value or amount of such security or payment from the Chargor subsequently and to enforce this Deed as if such settlement, discharge or release had not occurred.

**16.4 Subsequent security**

16.4.1 If the Security Trustee receives notice of any subsequent Security Interest affecting the Charged Assets or any part thereof, the Security Trustee may open a new account for the Chargor.

16.4.2 If the Security Trustee does not open a new account then, unless the Security Trustee gives express written notice to the contrary to the Chargor, it shall nevertheless be treated as if it had opened a new account at the time when it received such notice and as from that time all payments made by or on behalf of the Chargor to the Security Trustee shall be credited or be treated as having been credited to the new account and shall not operate to reduce the Secured Liabilities at the time when it received such notice.

**17. Set-off**

**17.1 Set-off**

The Security Trustee may at any time and without notice to the Chargor:

- 17.1.1 apply any credit balance which is at any time held by any office or branch of the Security Trustee for the account of the Chargor in or towards satisfaction of any sum then due and payable from the Chargor under this Deed; and
- 17.1.2 set off any other liability of the Chargor to the Security Trustee against any liability of the Security Trustee to the Chargor, whether any of such liabilities are actual or contingent, present or future; and
- 17.1.3 if any relevant obligations are in different currencies, the Security Trustee may convert the amount of any liability into a different currency at a market rate of exchange in the Security Trustee's course of business.

## 17.2 **Exercise of rights**

The Security Trustee is not obliged to exercise any of its rights under this clause 17, which shall be without prejudice and in addition to any rights of set-off, combination of consolidation of accounts, lien or similar rights which the Security Trustee has under any security, guarantee or other document or otherwise under any applicable law.

## 18. **Currencies**

### 18.1 **Currency**

If at any time any amount is paid or recovery is made in respect of the Secured Liabilities in a currency ("**payment currency**") other than the currency in which the relevant obligation or liability has been incurred ("**contractual currency**") the Security Trustee may convert the amount of that payment or recovery into the contractual currency at the prevailing spot rate of exchange of the Security Trustee (as determined conclusively by the Security Trustee) for purchasing the contractual currency with the payment currency.

### 18.2 **Indemnity**

No payment to or recovery by the Security Trustee shall discharge the obligation or liability in respect of which it is made or received unless and until the Security Trustee shall have received payment in full without set-off, deduction or withholding in the contractual currency, and to the extent that the amount of any such payment or recovery shall on conversion fall short of such obligation or liability in the contractual currency the Chargor will on demand indemnify the Security Trustee in full against the amount of such shortfall and pay interest at the Default Rate from the date of conversion to the date on which the shortfall is paid.

## 19. **Further assurance**

### 19.1 **Further assurance**

The Chargor will, if and when required by the Security Trustee:

- 19.1.1 execute such further Security Interests and assurances in favour of the Security Trustee and do all such acts and things as the Security Trustee shall from time to time require over or in relation to all or any of the Charged

Assets to secure the Secured Liabilities or to perfect or protect the security intended to be created by this Deed over the Charged Assets or any part thereof or to facilitate the realisation of the same; and

19.1.2 affix to such items of the Charged Assets or endorse or cause to be endorsed thereon as the Security Trustee shall stipulate such signs, labels, memoranda or other recognisable identification markings as the Security Trustee shall require referring or drawing attention to the security constituted by or pursuant to this Deed.

## **19.2 Certain Documentary Requirements**

Such further Security Interests and assurances shall be prepared by or on behalf of the Security Trustee, at the expense of the Chargor, and shall contain an immediate power of sale without notice, a clause excluding section 93 of the Law of Property Act 1925, a clause excluding the restrictions contained in section 103 of the Law of Property Act 1925 and such other clauses for the benefit of the Security Trustee as it may reasonably require.

## **20. Delegation**

The Security Trustee and any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed. Any such delegation may be made upon the terms (including power to sub-delegate) and subject to any regulations which the Security Trustee or such Receiver (as the case may be) may think fit. Neither the Security Trustee nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

## **21. Indulgence**

The Security Trustee may in its discretion without prejudice either to this Deed or to the liability of the Chargor for the Secured Liabilities grant time or other indulgence or make any other arrangement, variation or release with any person or persons not party to this Deed (whether or not such person or persons are jointly liable with the Chargor) in respect of any of the Secured Liabilities or of any other security therefor.

## **22. Notices**

### **22.1 Communications in writing**

Any notice, demand or other communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter. Any such communication by the Security Trustee may be signed by an officer, employee or agent of the Security Trustee.

### **22.2 Communications by the Security Trustee**

Without prejudice to any other effective means of service, any notice, demand or other communication by the Security Trustee may be served on the Chargor by delivery at, or by fax or by post to, the registered office or any place of business or

last known address of the Chargor or by delivery to any director or the secretary of the Chargor. Any such notice, demand or other communication so served shall be deemed to have been received by the Chargor and to be effective:

22.2.1 if delivered personally, immediately upon delivery;

22.2.2 if by way of fax, when the Security Trustee has received a sent facsimile transmission report; and

22.2.3 if sent by post, on the second Business Day following the day on which it was deposited in the post postage prepaid, even if returned undelivered.

Any demand made by the Security Trustee shall be valid whether or not it contains an accurate statement of the amount of the Secured Liabilities.

### **22.3 Communication by the Chargor**

Any communication to be made or delivered to the Security Trustee will be treated as delivered for the purposes of this Deed only when actually received by the Security Trustee.

## **23. Rights cumulative**

### **23.1 Rights cumulative**

The rights and powers which this Deed confers on the Security Trustee are cumulative, may be exercised as often as the Security Trustee considers appropriate, and are in addition to its rights and powers under the general law.

### **23.2 Waiver**

23.2.1 The rights of the Security Trustee (whether arising under this Deed or under the general law) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing.

23.2.2 No failure to exercise nor any delay in exercising any such right shall operate as a variation or waiver of that or any other such right. Any defective or partial exercise of any such right shall not preclude any other or further exercise of that or any other such right, and no act or course of conduct or negotiation on its part or on its behalf shall in any way preclude the Security Trustee from exercising any such right or constitute a suspension or variation of any such right.

## **24. Consolidation**

The restriction on the right of consolidating mortgages contained in section 93 of the Law of Property Act 1925 shall not apply to this Deed.

## **25. Partial invalidity**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the

remaining provisions nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will in any way be affected or impaired.

**26. Transfers**

**26.1 Transfer by the Security Trustee**

The Security Trustee may without restriction assign, transfer or declare a trust in respect of the whole or any part of its rights and obligations under or in respect of this Deed.

**26.2 Transfer by the Chargor**

The Chargor may not assign or transfer any of its rights and obligations under or in respect of this Deed or enter into any transaction which would result in any of those rights and obligations passing to another person.

**27. Disclosure of Information**

The Security Trustee may disclose to any person related to the Security Trustee and/or any person to any Beneficiary is proposing to assign, transfer or declare a trust in respect of the whole or any part of its rights and obligations under or in respect of this Deed or has already done so, any information about the Chargor and any person connected or associated with the Chargor. The Chargor represents and warrants that the Chargor has (and, subject to any contrary requirement of law, will maintain) any necessary authority and consent by or on behalf of any such connected or associated persons.

**28. Third party rights**

Save as permitted in this Deed, a person who is not a Party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This clause 28 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act. Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

**29. Counterparts**

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

**30. Governing law and jurisdiction**

This Deed, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law and the Chargor irrevocably submits to the non-exclusive jurisdiction of the English courts.

In witness of which this Deed has been entered into and has been caused to be delivered on the date first stated.

## **SCHEDULE 1**

### **Original Beneficiaries**

<b>Name</b>	<b>Registration number and Jurisdiction of Incorporation</b>
Close Invoice Finance Limited	00935949, England and Wales
Close Leasing Limited	6377532, England and Wales

## **SCHEDULE 2**

### **Specified Intellectual Property Rights**

**UK registered trade marks number 1465346 and 2003994**



**SIGNATURE PAGE**

**THE CHARGOR**

**EXECUTED** (but not delivered until the date hereof) as a **DEED** by **THE BLACK SHEEP BREWERY PLC** acting by

a c

Wit

Sig

Name:

Address:

Occupation:

**THE LENDER** *SECURITY TRUSTEE*

**EXECUTED** (but not delivered until the date hereof) as a **DEED** by

as attorney for **CLOSE BROTHERS LIMITED** in the presence of:

.....  
Attorney for Close Brothers Limited

**WITNESS**

Signature: .....

Name: .....

Address: .....

Occupation: .....