



Registration of a Charge

Company name: **ASSET MATCH LIMITED**

Company number: **07681197**

Received for Electronic Filing: **28/12/2016**



X5MSVQ9N

Details of Charge

Date of creation: **08/12/2016**

Charge code: **0768 1197 0001**

Persons entitled: **QUOB PARK ESTATE LIMITED (AS SECURITY TRUSTEE)**

Brief description: **BY WAY OF FIRST LEGAL MORTGAGE ALL THE FREEHOLD AND LEASEHOLD PROPERTY AT THE DATE OF THE CHARGE VESTED IN THE ISSUER TOGETHER WITH ALL BUILDINGS AND FIXTURES (INCLUDING TRADE AND OTHER FIXTURES AND TENANTS FIXTURES) AND FIXED PLANT AND MACHINERY OWNED BY THE ISSUER AND FROM TIME TO TIME IN OR ON SUCH PROPERTY AND THE PROCEEDS OF SALE OF SUCH ASSETS; BY WAY OF FIXED CHARGE ALL ESTATES OR INTERESTS IN ANY FREEHOLD AND LEASEHOLD PROPERTY AT THE DATE OF THE CHARGE AND IN THE FUTURE VESTED IN OR CHARGED TO THE ISSUER; BY WAY OF FIXED CHARGE ALL OF ITS PATENTS, PATENT APPLICATIONS, TRADE MARKS, TRADE MARK APPLICATIONS, TRADING NAMES, BRAND NAMES, SERVICE MARKS, COPYRIGHTS, RIGHTS IN THE NATURE OF COPYRIGHT, MORAL RIGHTS, INVENTIONS, DESIGN RIGHTS, REGISTERED DESIGNS, ALL TRADE SECRETS AND KNOW-HOW, COMPUTER RIGHTS, PROGRAMMES, SYSTEMS, TAPES, DISKS, SOFTWARE, ALL APPLICATIONS FOR REGISTRATION OF ANY OF THEM AND OTHER INTELLECTUAL PROPERTY RIGHTS HELD OR TO BE HELD BY THE ISSUER OR IN WHICH THE ISSUER MAY HAVE AN INTEREST AND THE BENEFIT OF ALL PRESENT AND FUTURE AGREEMENTS RELATING TO THE USE OF OR LICENSING OR EXPLOITATION OF ANY SUCH RIGHTS (OWNED BY IT OR OTHERS) AND ALL PRESENT AND FUTURE FEES, ROYALTIES OR SIMILAR INCOME DERIVED FROM OR INCIDENTAL TO ANY OF THE FOREGOING IN ANY PART OF THE WORLD;**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **BLAKE MORGAN LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7681197

Charge code: 0768 1197 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th December 2016 and created by ASSET MATCH LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th December 2016 .

Given at Companies House, Cardiff on 29th December 2016

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

Date: 8 December 2016

- (1) Asset Match Limited (as Issuer)
- (2) Quob Park Estate Limited (as Security Trustee)

Note Instrument

relating to

Issue of up to £500,000 Secured Variable Rate Loan Notes

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THIS INSTRUMENT is made as a Deed on 8 December 2016

and is issued pursuant to the memorandum and articles of association of the Issuer and a board resolution by the directors of the Issuer passed on 8 December 2016.

Between

- (1) **Asset Match Limited**, a company registered in England and Wales (registered number 07681197) whose registered office is at 1 Bow Lane, London, EC4M 9EE (the **Issuer**);
- (2) **Quob Park Estate Limited**, a company registered in England and Wales (registered number 4848698) whose registered office is at Quob Park, Titchfield Lane, Wickham, Fareham, Hampshire PO17 5PG (the **Security Trustee** and/or **QPE**).

WHEREAS:

- (A) The Issuer has authorised the Issue of the Notes and has determined to secure the same in the manner hereinafter appearing.
- (B) The Security Trustee has agreed to act as trustee under this Instrument for the benefit of the holders of the Notes on the terms and conditions hereinafter contained.
- (C) The Issuer has also agreed to issue £500,000 worth of warrants to QPE in accordance with the Warrant Instruments.

THIS INSTRUMENT WITNESSES AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Instrument, unless the context otherwise requires, the following words shall have the following meanings:

Borrowing means any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;

- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
- (i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above; and
- (j) any preference share which is capable of redemption prior to the Expiry Date.

Business Day means a day (other than a Saturday or a Sunday) upon which banks are open for business in London.

Certificate means a Note Certificate in the form set out in Schedule 1.

Charged Assets means all the property, assets and rights charged under this Instrument.

Chargor means the Issuer in respect of the assets charged pursuant to this Instrument.

Conditions means the conditions on and subject to which the Notes of each Tranche are issued as referred to in Clause 4 and set out in Schedule 2 and reference to a particular numbered Condition is to the relevant numbered Condition in Schedule 2.

DSS means Daniel Stewart Securities Plc, a company registered in England and Wales (registered number 03899545) whose registered office is at 33 Creechurch Lane, London, England, EC3A 5EB.

Directors means the directors from time to time of the Issuer.

Encumbrance means any mortgage, charge (whether fixed or floating), option, pledge, lien, hypothecation, assignment, trust arrangement, title retention (other than a title retention arising in the ordinary course of business as a result of a supplier's standard terms of business) or other right having the effect of constituting security and any agreement, whether conditional or otherwise, to create any of the foregoing.

Event of Default means any of the events specified in Condition 4.

Expiry Date means 31 December 2018.

Financial Statements means the audited (if required by law) annual profit and loss account, balance sheet and cash flow statement of the Issuer for each of its financial years together with related directors' and auditors' reports.

Fixed Charged Assets means all the property, assets and rights referred to under Clauses 10.3.1 to 10.3.10 inclusive.

Floating Charged Assets means all the property, assets and rights charges under Clause 10.3.11.

GAAP means generally accepted accounting principles and practices in the UK.

Instrument Termination Date means the date being after 30 November 2017 upon which all Notes issued in accordance with the terms of this Instrument have been repaid or redeemed in accordance with the Conditions as confirmed by the Security Trustee.

Interest Commencement Date means the Issue Date of the relevant Notes.

Interest Rate means, in respect of a Tranche of Notes, the interest rate specified at Condition 2 of the Conditions applicable to the Notes of that Tranche.

Issue Date in respect of a Tranche of Notes means the date of issue of the Notes of that Tranche.

LPA means the Law of Property Act 1925 (as amended).

Majority Noteholders means, as the context requires, Noteholders holding Notes representing at least 50% of the aggregate principal sum outstanding by the Issuer to the Noteholders in respect of the Notes from time to time.

Material Litigation means any litigation, arbitration or administrative proceedings raised or threatened against, or defended by the Issuer, which involves, (or would involve if an adverse finding were made in respect thereof) a total liability (whether actual or contingent) in excess of £20,000 (disregarding for this purpose any litigation which the Security Trustee (acting reasonably) is satisfied is frivolous or vexatious).

Note Documents means this Instrument, the Notes, the Security Documents and all documents ancillary or supplemental to any of them.

Notes means the Notes hereby constituted, the amount thereof for the time being outstanding or a specific portion or Tranche thereof or the principal monies represented by the same (as the case may require).

Noteholders means the persons who are from time to time registered as the Holders of Notes in the Register, and "Noteholder" means any one of such persons.

Noteholder Direction means either (i) a direction in writing signed by or on behalf of the Majority Noteholders or (ii) a Noteholder Resolution.

Noteholder Resolution means a resolution of the Noteholders passed at a meeting of Noteholders in accordance with Schedule 3.

Observer shall have the meaning set out in Clause 28.1.

Potential Event of Default means any event, act or condition which, with the giving of notice and/or lapse of time, and/or any other event, act or condition which, in the reasonable opinion of the Security Trustee, will or is likely to constitute an Event of Default.

Register means the Notes register as referred to in Condition 7.

Secured Liabilities means all or any monies and liabilities which are for the time being and from time to time (and whether on or at any time after demand) due, owing or payable, or expressed to be due, owing or payable, in whatsoever manner to the Security Trustee, or any Noteholder, by the Issuer, in respect of the Notes or under or pursuant to this Instrument including, without limitation interest, discount, commission and all other charges or expenses which the Security Trustee may charge or incur in respect of any of those matters, as well after as before any demand made or decree or judgment obtained under this Instrument.

Security means the security constituted by this Instrument and any other Encumbrance now or hereafter granted by the Issuer or any other person in favour of the Security Trustee in respect of the Secured Liabilities.

Security Documents means this instrument and any other document from time to time evidencing the Security.

Share Exchange Agreement means the agreement between the parties of December 2016 regarding the issue to QPE of 46,210 shares (@ £5.41 per share) in the capital of the Issuer in exchange for the issue to the Issuer of 25,000 shares (@ £10 per share) in the capital of QPE.

Tranche means Notes issued on the same Issue Date and bearing interest at the same Interest Rate.

Tranche Majority Direction shall have the meaning given to it in Clause 37.9.1.

Trust means the trusts of this Instrument.

Trust Property means all the rights title benefit and interest of the Security Trustee in and to:

- (a) the Security;
- (b) all proceeds of any insurance, indemnity or guarantee payable from time to time with respect to any of the Security;
- (c) all amounts or other assets which are received or recovered by or on behalf of the Security Trustee under or in connection with the Security, including any amounts or other assets which are received or recovered by it as a result of the enforcement or exercise by it of any rights or remedies under or in respect of the Security; and
- (d) all interest and other additions thereto howsoever accruing or arising,

except any amounts or other assets which the Security Trustee has transferred to any Noteholder or (being entitled to do so) has retained in accordance with the provisions of this Instrument.

Warrant Instruments means the warrant instruments known as the 'Warrant Subscription Instrument' and the 'Price Protection Warrant Instrument' approved by the board of Directors of the Issuer in December 2016 and in accordance with which a warrant is to be executed by the Issuer on or shortly after the date hereof whereby QPE shall be entitled, for period of up to three years, to purchase shares (in one or more tranches) in the capital of the Issuer to a value (as determined by QPE) of up to £500,000 at the lesser of: (i) £5.41 per share); or (ii) the lowest price per share at

which the Issuer issues new shares in the capital of the Issuer during the first two years of the agreed up to three-year period. During the first two years of the agreed up to three-year period QPE has price protection from the Issuer regarding shares purchased in accordance with these Warrant Instruments.

1.2 In this Instrument (including the Recitals and the Schedules) unless the context otherwise requires or except as expressly provided:

- 1.2.1 clause and paragraph headings are inserted for ease of reference only and shall not affect construction;
- 1.2.2 the words “**including**” and “**in particular**” shall be construed as being by way of illustration only and shall not be construed as limiting the generality of any foregoing words;
- 1.2.3 a person shall be deemed to be connected with another if that person is connected with another within the meaning of section 839 Income and Corporation Taxes Act 1988;
- 1.2.4 words and expressions defined in the Companies Act 2006 shall bear the same meanings herein;
- 1.2.5 the expression **subsidiary** means in relation to a company (the holding company), any company in which the holding company holds a majority of the voting rights or of which the holding company is a member and has the right to appoint or remove a majority of its board of directors or of which the holding company is a member and controls alone, pursuant to an agreement with the members, a majority of the voting rights, in each case whether directly or indirectly through one or more companies;
- 1.2.6 interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Security Trustee may select;
- 1.2.7 references to freehold and leasehold property and the Charged Assets include any part of it or them;
- 1.2.8 references to clauses, sub-clauses and schedules are references to the clauses and sub-clauses of, and schedules to, this Instrument
- 1.2.9 references to this Instrument or to any other deed or document or agreement are to this Instrument or to such deed, document or agreement as from time to time varied, amended, supplemented or novated; and
- 1.2.10 all references to a statutory provision shall be construed as including references to:
 - (a) any statutory modification, consolidation or re-enactment (whether before or after the date of this Instrument);
 - (b) all statutory instruments or orders made pursuant to a statutory provision; and
 - (c) any statutory provisions of which it is a consolidation, re-enactment or modification.

2 ISSUE

- 2.1 The Issuer hereby constitutes and creates for issue up to £500,000 (five hundred thousand pounds) in aggregate principal amount of loan notes in units of £1.
- 2.2 The Notes shall be issued subject to this Instrument and the Conditions.
- 2.3 The Notes as and when issued shall rank pari passu in all respects, equally without discrimination or preference.
- 2.4 The Notes may be issued in Tranches of not less than £5,000 (Five Thousand Pounds), and shall be in identical form except only as regards their date of issue and the Interest Rate. When issued, the Notes of each Tranche shall, subject as provided in Clause 2.5 below, be consolidated with the Notes already in issue in respect of which the Interest Rate is the same, as a single class of notes.
- 2.5 The Notes contemplated at the time of the Directors resolution on 8 December 2016 and issued by the Issuer on or about the date of this Instrument and designated as such shall be the "Tranche A Notes". If the Issuer shall, at any time, issue Notes pursuant to this Instrument which bear interest at a rate higher than the Interest Rate specified in Condition 2 (the **Revised Interest Rate**), the Conditions applicable to the Tranche A Note shall immediately and automatically be varied so as to replace the Interest Rate applicable to the Tranche A Notes, with the Revised Interest Rate with effect from the Interest Commencement Date. For the purposes of determining the application of this Clause 2.5 the Tranche A Notes shall not be consolidated with any other Notes, and shall be deemed to be a separate Tranche of Notes.
- 2.6 The Issuer shall give to the Security Trustee notice in writing of each issue of Notes under this Instrument at least 5 Business Days prior to the relevant Issue Date.

3 MAXIMUM AMOUNT

- 3.1 The maximum aggregate nominal amount of the Notes issued pursuant to this Instrument shall not exceed £500,000 (five hundred thousand pounds).
- 3.2 All Notes issued pursuant to this Instrument shall have a maturity date on the Expiry Date (as also stated on the relevant Note).
- 3.3 Notes with a maximum aggregate nominal amount of not more than £300,000 (three hundred thousand pounds) may be issued as Tranche A Notes.
- 3.4 Subject to Condition 3.1, Notes that have been redeemed by the Issuer under any provision hereof shall be cancelled and shall not be available for re-issue.

4 CONDITIONS

The Notes shall be held subject to and with the benefit of the Conditions and such Conditions shall be binding on the Issuer and the Noteholders and all persons claiming through them respectively. The Issuer covenants for the benefit of the Security Trustee and the Noteholders to comply with the provisions of this Instrument and to observe and perform the Conditions.

5 COVENANT FOR REPAYMENT

- 5.1 The Issuer hereby covenants with the Security Trustee that as and when the Notes or any part thereof are due to be redeemed as provided by this Instrument or on such earlier date as the Security hereby constituted becomes enforceable and the Security Trustee determines or becomes bound to enforce the same the Issuer shall pay to the Noteholders the principal amount of the Notes or as the case may be the part thereof due to be redeemed.
- 5.2 The Issuer hereby covenants with the Security Trustee that it will upon the Redemption of the Notes in accordance with the Conditions, pay to the Noteholders interest on the nominal amount of the Notes for the time being outstanding calculated at the Interest rate, and compounded in accordance with Condition 2.
- 5.3 If an Event of Default occurs, the Security Trustee may in writing require the Issuer to make all subsequent payments under the Notes and Certificates or this Instrument to, or to the order of, the Security Trustee who shall hold such payments for the Noteholders pro rata according to the principal amount of the Notes respectively held by them or, as the case may be, the interest or other monies respectively due to them.

6 CERTIFICATES

- 6.1 Every Certificate for the Notes shall be signed on behalf of the Issuer, shall refer to this Instrument and shall be substantially in the form set out in Schedule 1.

7 REPRESENTATIONS

- 7.1 The Issuer makes the representations and warranties set out in this Clause 7 to the Security Trustee on the date of this Instrument.
- 7.1.1 It is duly incorporated and validly existing under the laws of the jurisdiction of its incorporation.
- 7.1.2 It has no subsidiary companies.
- 7.1.3 It has no Borrowings and no Encumbrance exists over any of its property or assets other than the Notes and the Security, and indebtedness arising from any finance or capital lease of vehicles, plant, equipment or computers entered into in the ordinary course of business provided that the aggregate capital value of all such items so leased under outstanding leases by the Issuer does not exceed £50,000 at any time.
- 7.1.4 No Event of Default has occurred and is continuing unwaived.
- 7.1.5 It has power to enter into and comply with its obligations in terms of the Note Documents.
- 7.1.6 Subject to registration of the Security Documents under the Companies Act 2006 or the equivalent in any applicable jurisdiction it has done everything (including obtaining any necessary consents) necessary in order (1) for it to comply with its obligations under the Note Documents and (2) to ensure that those obligations are legally binding.

7.1.7 Execution of and compliance with the Note Documents to which it is party does not cause it to breach:

- (a) any law, regulation, judicial or official order to which it is subject;
- (b) its memorandum or articles of association or other constitutional documents; or
- (c) any letter, undertaking or restriction to which it is a party or subject;

and will not result in the imposition of any Encumbrance (other than under a Note Document or the Senior Documents) on any of its assets.

7.1.8 The Financial Statements delivered to the Security Trustee in terms of Clause 9 were prepared in accordance with GAAP and fairly present of the financial condition of the Issuer at the end of the relevant period and there has been no material adverse change in the financial condition of the Issuer since the date of those accounts.

7.1.9 The management accounts delivered to the Security Trustee in terms of Clause 9 have been prepared with due care and attention and accurately reflect the financial position of the Issuer in all material aspects as at their date and there has been no material adverse change in the financial condition of the Issuer since the date of those accounts.

7.2 The representations in Clause 7 are deemed to be made by the Issuer by reference to the facts and circumstances then existing on each Issue Date and on each day on which the Notes or any of them are outstanding.

8 COVENANTS BY THE ISSUER

The following Covenants shall apply at all times during the continuance of this Security:

8.1 the Issuer shall:

8.1.1 ensure that its obligations in respect of the Notes and the Security Documents at all times rank ahead of all other Borrowings and Security, unless statutorily preferred;

8.1.2 pay or procure to be paid all taxes, levies, assessments, impositions, calls and outgoings whether governmental municipal or otherwise imposed upon or payable in respect of the Charged Assets or any part thereof as and when the same shall become payable and also punctually pay and discharge all debts and obligations which by law may have priority over the security hereby created.

8.1.3 keep all buildings for the time being comprised in its undertaking, property and assets and all plant, machinery and apparatus in upon or about the same and used for the purpose of or in connection with its business in such state of repair and in such working order and condition as shall from time to time consider proper for the purpose of the efficient and economic carrying on of its business and permit the Security Trustee or any person reasonably approved by it as he shall from time to time in writing for that purpose appoint to enter into and upon the said buildings to view the state

and condition thereof and of all such plant, machinery and apparatus as aforesaid;

- 8.1.4 keep comprehensively insured to the Security Trustee's reasonable satisfaction and with the interest of the Security Trustee as mortgagee noted thereon, all of the Charged Assets which are of an insurable nature for its full reinstatement cost and in default the Security Trustee may enter and effect such insurance (without becoming liable to account as mortgagee in possession) and the Issuer shall indemnify and keep indemnified the Security Trustee in respect of all costs, damages and expenses incurred by the Security Trustee in effecting such insurance;
- 8.1.5 hold in trust for the Security Trustee all money received under any insurance of the Charged Assets and at the Security Trustee's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Secured Liabilities;
- 8.1.6 comply with all terms of the Share Exchange Agreement;
- 8.1.7 comply with all terms of the Warrant Instruments;
- 8.1.8 conduct an auction of shares in each of DSS and QPE as soon as practicable and ensure that each auction shall have concluded on or before 31st March 2017;
- 8.1.9 duly observe and perform all covenants, obligations, agreements, stipulations, conditions and terms on the part of or binding on it contained in all contracts, agreements and other deeds and documents affecting the Charged Assets or any part thereof; and
- 8.1.10 give the Security Trustee notice in writing forthwith upon becoming aware of the occurrence of any Event of Default or other event which with the giving of notice and/or lapse of time and/or upon the Security Trustee making the relevant determination, would constitute an Event of Default.

8.2 The Issuer shall not:

- 8.2.1 create or permit to subsist any Encumbrance over the whole or any part of its undertaking or assets, present or future (including uncalled capital) other than the Security;
- 8.2.2 incur or permit to subsist any Borrowings other than the Notes and any indebtedness arising under a finance or capital leases of vehicles, plant, equipment or computers in the ordinary course of business provided that the aggregate capital value of all such items so leased under outstanding leases by the Issuer does not exceed £50,000 at any time;
- 8.2.3 change the general nature of its business from that carried on at the date of this Instrument;
- 8.2.4 operate its business otherwise than in the ordinary course and on arm's length terms;
- 8.2.5 declare any dividends or other distributions or make payments in respect of any directors' loans save as agreed with the Security Trustee;

- 8.2.6 form or acquire any subsidiary company;
- 8.2.7 merge or amalgamate with any other company or undertaking;
- 8.2.8 give any guarantee, make any payment or incur any obligation or act as surety; or
- 8.2.9 lend or agree to lend, grant any credit or make any advance to any person other than normal trade credit.

9 FINANCIAL INFORMATION

- 9.1 The Issuer shall supply to the Security Trustee:
 - 9.1.1 Within 90 days after the end of each financial year of the Issuer two copies of its Financial Statements;
 - 9.1.2 within 10 days after the end of each month in each financial year of the the Issuer management accounts (including profit and loss account, balance sheet and cash flow statements) for the Issuer and showing a comparison with budget together with commentary by the finance director on those management accounts;
- 9.2 The Issuer will ensure that all Financial Statements and all management accounts delivered by it in terms of Clause 9.1 are prepared in accordance with GAAP (subject, in the case of the management accounts, to the limitations applicable to unaudited accounts) and, in the case of the Financial Statements, show a true and fair view of the financial position of the Issuer.
- 9.3 The Issuer will promptly provide to the Security Trustee such documentation and/or information as the Security Trustee may reasonably request from time to time in relation to the Issuer.

10 SECURITY

- 10.1 The obligations of the Issuer under this Instrument are secured by the Security.
- 10.2 The Security Trustee shall act as trustee of the Security under the trusts constituted by this Instrument.
- 10.3 The Chargors covenant to discharge on demand the Secured Liabilities and as a continuing security for such discharge and with full title guarantee charges to the Security Trustee:
 - 10.3.1 by way of first legal mortgage all the freehold and leasehold property now vested in it together with all buildings and fixtures (including trade and other fixtures and tenants fixtures) and fixed plant and machinery owned by it and from time to time in or on such property and the proceeds of sale of such assets;
 - 10.3.2 by way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to it;
 - 10.3.3 by way of fixed charge all fixtures and fittings from time to time attached to any of its freehold and leasehold property;

- 10.3.4 by way of fixed charge all its plant and machinery vehicles and computer equipment present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts;
- 10.3.5 by way of fixed charge all its furniture furnishings equipment tools and other chattels present and future not regularly disposed of in the ordinary course of business;
- 10.3.6 by way of fixed charge all rents receivable from any lease granted out of any of its freehold and leasehold property;
- 10.3.7 by way of fixed charge all of its goodwill and uncalled capital present and future;
- 10.3.8 by way of fixed charge all of its stocks shares and other securities present and future (including in any subsidiary) and all income and rights derived from or attaching to the same;
- 10.3.9 by way of fixed charge all of its patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by it or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by it or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;
- 10.3.10 by way of fixed charge all of its book debts and other debts present and future and the proceeds of payment or realisation of each of them; and
- 10.3.11 by way of floating charge all of its undertakings and all property assets and rights present and future not subject to a fixed charge under this Instrument.
- 10.4 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created pursuant to this Instrument and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986.

11 RESTRICTIONS

- 11.1 The Chargor shall not without the previous consent of the Security Trustee:
 - 11.1.1 dispose of the Fixed Charged Assets; or
 - 11.1.2 sell, give or share possession of, grant or agree to grant any lease or tenancy of or accept or agree to accept a surrender or any variation or addition to the terms of any lease or tenancy or any part of the Fixed Charged Assets; or
 - 11.1.3 pull down or remove all or any part of the buildings forming part of the Fixed Charged Assets or sever, unfix or remove any of the fixtures on the

Property nor (except for necessary repairs or the substitution of full value replacements) remove any plant and machinery from the property; or

- 11.1.4 deal with their book debts and other debts otherwise than by collecting them in the ordinary course of their respective business and in particular will not realise its book debts and other debts by means of block discounting factoring or the like other than pursuant to the Senior Documents; or
- 11.1.5 dispose of the Floating Charged Assets other than in the ordinary course of business; or
- 11.1.6 create or attempt to create or permit to arise or subsist any Encumbrance upon any part of the Charged Assets.

12 NOTICE OF CRYSTALLISATION

- 12.1 The Security Trustee may (and shall if so directed by a Noteholder Direction) by written notice to the Chargor convert the floating charge created by Clause 10.3.11 into a fixed charge as regards any of the Charged Assets specified in such notice.
- 12.2 The floating charge created by Clause 10.3.11 will, without notice from the Security Trustee, be deemed to have been automatically converted into a fixed charge with effect immediately prior to the occurrence of the following events:
 - 12.2.1 in respect of any Floating Charged Assets which are the subject of any disposal or Encumbrance entered into or permitted to exist in breach of Clause 11.1.6 or in respect of which any person levies or attempts to levy any distress, attachment, execution or other legal process; or
 - 12.2.2 in respect of all the Floating Charged Assets, if and when the Chargor ceases to carry on business or to be a going concern;

13 EVENTS ON WHICH SECURITY BECOMES ENFORCEABLE

- 13.1 The Security shall become enforceable and the Security Trustee shall be entitled at its discretion to:
 - 13.1.1 exercise all the powers conferred by S101 LPA as varied and extended by this instrument; and/or
 - 13.1.2 appoint a Receiver of the Charged Assets; and/or
 - 13.1.3 give notice to the Issuer declaring that the Notes are immediately due and payable whereupon the Notes shall forthwith upon the giving of such notice become immediately due and payable,at any time after the occurrence of an Event of Default.
- 13.2 Only the Security Trustee may pursue the remedies available under the general law or under the Security to enforce the Security and no Noteholder is entitled to enforce the Security unless the Security Trustee, having become bound to proceed in accordance with the terms of this Instrument, fails or neglects to do so within a reasonable time and such failure is continuing.

14 POWERS OF THE SECURITY TRUSTEE

- 14.1 The Security Trustee may without restriction grant or accept surrenders of leases of the Chargor's freehold and leasehold property or any part of it.
- 14.2 All or any of the powers conferred on a Receiver by Clause 16 may be exercised by the Security Trustee without first appointing a Receiver or notwithstanding any appointment.
- 14.3 The Security Trustee shall not nor shall any Receiver appointed by it or his agents be liable by reason of an entry into possession of the Charged Assets to account as mortgagees in possession or for anything except actual receipts or be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.
- 14.4 Section 93(1) of the LPA shall not apply to this Instrument.

15 APPOINTMENT OF A RECEIVER / ADMINISTRATOR

- 15.1 At any time after:
- 15.1.1 the Security shall have become enforceable; or
 - 15.1.2 the Security Trustee shall in its absolute discretion determine that all or any part of the Security shall be in jeopardy; or
 - 15.1.3 if so requested by the Chargor,
- the Security Trustee may (and shall if directed to do so by a Noteholder Direction) by writing under hand appoint (free from the restrictions imposed by Section 109(1), LPA) any person (or persons) to be a Receiver of the Charged Assets or any part or parts of them (with power to authorise any joint Receiver to exercise any power independently of any other joint Receiver) and/or appoint or apply for the appointment of any person who is appropriately qualified as administrator of the Chargor.
- 15.2 Any Receiver shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts or defaults and for his remuneration. Such agency shall continue until the Chargor shall go into liquidation and thereafter such Receiver shall act as principal and shall not become the agent of the Security Trustee.
- 15.3 The Security Trustee may (and shall if directed to do so by a Noteholder Direction) from time to time by writing under its hand remove any Receiver appointed and may whenever he may deem it expedient appoint a new Receiver in the place of any Receiver whose appointment for any reason has terminated and may from time to time fix the remuneration of any Receiver appointed by it.
- 15.4 Any appointment over part only of the Charged Assets will not preclude the Security Trustee from making any subsequent appointment of a Receiver over any part of the Charged Assets over which an appointment has not previously been made by it.

16 POWERS OF MORTGAGEES AND RECEIVERS

- 16.1 The powers conferred on mortgagees and on receivers by the LPA and any other statute shall apply to this Security except in so far as they are expressly or impliedly excluded and where there is any ambiguity or conflict between the powers

contained in the LPA or any other statute and those contained in this Instrument the terms of this Instrument shall prevail.

- 16.2 Any Receiver shall have the powers conferred on administrative receivers (notwithstanding that such Receiver is not an administrative receiver) by Section 42 and Schedule 1, Insolvency Act 1986 including without limitation the power to purchase or acquire any land and purchase, acquire or grant any interest in or right over land and the power to borrow any monies and secure the payment of any monies in priority to the Chargor's obligations and liabilities under this Instrument.
- 16.3 In the event of any action, proceedings or steps being taken to exercise or enforce any powers or remedies conferred by any prior mortgage, charge or encumbrance against the property charged by this Instrument or any part of it, the Security Trustee may redeem such mortgage, charge or encumbrance or procure the transfer of it to itself and may settle and pass the accounts of the prior mortgagee, chargee or encumbrancer and any accounts so settled and passed shall be conclusive and binding on the Chargor and all principal monies, interest, costs, charges and expenses of and incidental to such redemption and transfer shall be paid by the Chargor to the Security Trustee on demand.
- 16.4 Any Receiver may (but shall not be obliged to) carry out such acts and do such things in relation to all or any of the Charged Assets which such Receiver considers necessary or desirable to maintain the value of such Charged Assets or to maintain the efficacy of the security constituted by this Instrument over the Charged Assets. Without prejudice to the generality of the foregoing and any other power conferred upon any Receiver, any Receiver may:
- 16.4.1 obtain all planning permissions, building regulation approvals and other permissions, consents or licences for the development of the Charged Assets or any of them as he shall in his absolute discretion think fit;
- 16.4.2 carry out repairs, alterations or additions to the Charged Assets or any of them as he shall in his absolute discretion think fit; and
- 16.4.3 negotiate for compensation with any authority which may intend to acquire or be in the process of acquiring the Charged Assets or any of them and make objections to any order for the acquisition of the Charged Assets or any of them and represent the Chargor at any enquiry held to consider such objections or otherwise relevant to such acquisition.

In carrying out such acts and doing such things such Receiver may employ agents, contractors, workmen, surveyors, architects, lawyers and such other persons as he thinks fit to advise on all acts in relation to it.

17 APPLICATION OF MONIES BY RECEIVER

- 17.1 All monies received by the Security Trustee or any Receiver shall (subject to the rights and claims of any person having prior rights thereto,) be applied in the following order:
- 17.1.1 First in payment of any remuneration then due and payable to the Security Trustee;
- 17.1.2 Second in payment of all costs and expense, including without limitation the remuneration of any receiver or administrator of any of the Charged

Assets or the Chargor incurred or payable by the Security Trustee in the enforcement of the Security or in the protection or preservation of the Charged Assets or of any of its rights in respect thereof;

- 17.1.3 Third, in payment, pro rata to the respective amounts thereof, of all arrears of interest payable to the Noteholders in respect of the Notes;
- 17.1.4 Fourth in payment, pro rata to the respective amounts thereof, of all interest accrued due to the Noteholders in respect of the Notes;
- 17.1.5 Fifth in Payment, pro rata to the respective amounts thereof, of all principal and any and all other liabilities then due to each Noteholder under this instrument or the Notes;
- 17.1.6 the surplus (if any) shall be paid to the Chargor or another person entitled to it,

and neither the Security Trustee nor any Receiver shall be bound (whether by virtue of Section 109(8) LPA, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any monies secured by this Instrument.

18 SALE

Section 103 LPA shall not apply to this Instrument nor to any sale by the Security Trustee or a Receiver under that Act and the Secured Obligations shall be deemed to have become due, and the statutory power of sale and appointing a Receiver under Sections 101 and 109 of the LPA (as varied and extended under this Instrument) shall as between the Security Trustee or such Receiver and a purchaser from the Security Trustee or such Receiver arise and be exercisable at any time after the execution of this Instrument .

19 PROTECTION OF THIRD PARTIES

No purchaser, mortgagee or other person or lender dealing with the Security Trustee or any Receiver or his agents shall be concerned to enquire whether the monies secured by this Instrument have become payable or whether the power which such Receiver is purporting to exercise has become exercisable or whether any money remains due on this Instrument or to see to the application of any money paid to the Security Trustee or to such Receiver.

20 RECEIPT OF SECURITY TRUSTEE OR RECEIVER AN EFFECTIVE DISCHARGE

- 20.1 Upon any sale, calling in, collection or conversion or other dealing under any of the provisions herein contained the receipt of the Security Trustee or any receiver appointed by the Security Trustee hereunder for the purchase money of the Charged Assets sold and for any other monies paid to it shall effectually discharge the purchaser or person paying the same therefrom and from being concerned to see to the application or being answerable for the loss or misapplication thereof.

21 PAYMENT TO NOTEHOLDERS

- 21.1 Any payment to be made to the Noteholders by the Security Trustee or any receiver appointed by it may be made in the manner provided by the conditions for

repayment set out in Conditions 3 and 4 in respect of the Notes and any payment so made shall be a good discharge to the Chargor, the Security Trustee or any such Receiver.

- 21.2 The Issuer shall make all payments under or in respect of the Notes without set-off or counterclaim and free and clear of any withholding or deduction for or on account of tax, save as may be required by law in which event the Issuer will simultaneously with making the relevant payment hereunder pay to the relevant Noteholder such additional amount as will result in the receipt and retention by the relevant Noteholder of the full amount which would otherwise have been receivable and will supply the Noteholder promptly with evidence satisfactory to the relevant Noteholder that the Issuer has accounted to the relevant authority for the sum withheld or deducted.
- 21.3 Any Noteholder who is not entitled to receive payments in respect of the Notes free of any withholding or deduction for or on account of tax shall promptly notify the Security Trustee and provide such information as may be required by the Security Trustee for the purposes of Clause 21.2.
- 21.4 The Security Trustee may, subject always to the Trusts of this Instrument, set off any matured obligation due to it from a Noteholder or the Issuer under this Instrument or the Conditions against any matured obligation owed by the Security Trustee to the relevant Noteholder or the Issuer, regardless of the place of payment or currency of either obligation.

22 DECLARATION OF TRUST

- 22.1 The Security Trustee shall hold and administer the Trust Property upon Trust to pay and apply the same for the benefit of the Noteholders in accordance with their respective entitlements under the Note Documents subject to and in accordance with the terms of this Instrument.
- 22.2 The Trusts constituted by this Instrument shall endure until the earlier of:
 - 22.2.1 the date on which all liabilities of the Issuer under this Instrument or otherwise in respect of the Notes have been irrevocably discharged; and
 - 22.2.2 the date which is 125 years from the date of this Instrument.

23 RIGHTS AND DISCRETIONS OF THE SECURITY TRUSTEE

- 23.1 The Security Trustee may, from time to time in its discretion:
 - 23.1.1 enter into, make, execute, sign and perform all such contracts, agreements, receipts, payments, assignment, transfers, conveyances, assurances and things and bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings as he may think expedient;
 - 23.1.2 exercise all or any of the powers or rights incidental to the ownership of all or any of the assets comprising the Security and including the right to enforce the same;
 - 23.1.3 engage, pay for and rely on the advice or services of any lawyers, accountants, surveyors or other experts; and

- 23.1.4 without prejudice to the generality of the foregoing, act generally in relation to the Security.
- 23.2 The Security Trustee shall have full power to determine all questions and doubts arising between themselves and the Noteholders in relation to any of the provisions hereof and every such determination whether made upon a question actually raised or implied in the acts or proceedings of the Security Trustee shall, in the absence of manifest error, be conclusive and shall bind all the Noteholders and all persons claiming through or under them.
- 23.3 The Security Trustee shall not be liable for anything whatsoever save only a breach of trust dishonesty or negligently committed by them.
- 23.4 The Security Trustee may rely without enquiry on:
- 23.4.1 the representations and warranties in this Instrument;
- 23.4.2 the Register maintained by the Issuer pursuant to Condition 7 as conclusive evidence of the entitlement of each Noteholder to the Notes and the principal amount outstanding of the Notes from time to time as to the amount of the Note Liabilities owing to the relevant Noteholder;
- 23.4.3 any notice, consent, certificate, affidavit, letter, statement, paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons and the Security Trustee shall not be bound in any such case to call for further evidence or be responsible for any loss that may be occasioned by failing so to do;
- 23.4.4 any statement made by a director, authorised signatory or employee of any person regarding any matters which may prima facie be assumed to be within his knowledge or within his power to verify and the Security Trustee shall not be bound in any such case to call for further evidence or be responsible for any loss that may be occasioned by failing so to do; and
- 23.4.5 the opinion or advice of or a certificate or any information obtained from (in each case whether an employee of the Security Trustee or otherwise) any lawyer, banker, valuer, surveyor, broker, auctioneer, accountant, financial adviser or other expert (whether obtained by the Security Trustee, the Issuer, a Noteholder or any other person) and may act on the same and shall not be responsible for any loss occasioned by so acting. Any such opinion, advice, certificate or information may be sent or obtained orally or by letter or facsimile device and the Security Trustee shall not be liable for acting on any opinion, advice, certificate or information purporting to be so conveyed although the same shall contain some error or shall not be authentic.
- 23.5 The Security Trustee may, instead of acting personally, delegate any of its powers, authorities and discretions to and pay any person including an agent or an attorney, in each case whether or not a lawyer or other professional person, to transact or conduct or concur in transacting or conducting any business and to do or concur in doing all acts required to be done by the Security Trustee (including the receipt and payment of money) upon such terms and conditions and subject to such regulations (including power to sub-delegate) as the Security Trustee may in its discretion think fit. Provided the Security Trustee has selected them with reasonable care, and they have demonstrated expertise in the subject for which advice is sought, the Security

Trustee shall not be responsible for any misconduct on the part of any person appointed by it or be bound to supervise the proceedings or acts of any such persons and shall not in any way or to any extent be responsible for any loss incurred by any misconduct or default on the part of such delegate or sub-delegate (except as to money or securities received by its agents).

- 23.6 Any consent given by the Security Trustee may be given on such terms and subject to such conditions (if any) as the Security Trustee in its discretion thinks fit.
- 23.7 The Security Trustee may assume without enquiry (unless it has received notice to the contrary in its capacity as Security Trustee) that:
- 23.7.1 the Issuer and each Noteholder is duly performing and observing all the covenants and provisions contained in this Instrument relating to it and on his part to be performed and observed, that no breach of any term of any Note Document has occurred and that no event has happened which with the lapse of time and/or upon giving of notice and/or the issuing of a certificate would cause any such breach; and
- 23.7.2 any right, power, authority or discretion vested in any Party or the Majority Noteholders has not been exercised.
- 23.8 The Security Trustee shall as regards all the trusts, powers, authorities and discretions vested in it by contract, by operation of law or otherwise have absolute and uncontrolled discretion including as to the exercise or non-exercise thereof and the Security Trustee shall not be responsible for any loss, cost, damage, expense or inconvenience that may result from the exercise or non-exercise thereof.
- 23.9 Notwithstanding any other provision of this Instrument to the contrary, the Security Trustee is not obliged to do or omit to do anything if it would or might in its discretion constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.
- 23.10 The powers conferred by this Instrument upon the Security Trustee are in addition to any powers which may from time to time be vested in it by general law and any other document. In addition to its rights under or by virtue of this Instrument the Security Trustee shall have all of the rights conferred on a trustee by the Trustee Act 1925 and by the Trustee Delegation Act 1999.
- 23.11 Any monies which under the trusts herein contained ought to or may be invested may at the discretion of the Security Trustee be invested in the name or under the control of the Security Trustee or its nominees or of any Receiver in any of the investments for the time being authorised by English law for the investment by trustees of trust monies or by placing the same on deposit in the name or under the control of the Security Trustee or of any receiver at such bank as the Security Trustee may think fit.
- 23.12 The Security Trustee shall be at liberty to place this Instrument and all deeds and other documents relating to the Security in any safe deposit, safe or other receptacle selected by the Security Trustee, in any part of the world, or with any custodian, bank or banking company, lawyer or firm of lawyers in any part of the world and the Security Trustee shall not be responsible for or be required to insure against any loss incurred in connection with any such deposit and the Issuer shall pay all sums required to be paid on account of or in respect of any such deposit.

- 23.13 The Security Trustee shall not transfer funds to any person unless it is satisfied in its discretion that such funds have been actually received by the Security Trustee and that there is no possibility of such funds having to be repaid to the payor or paid to any other person.
- 23.14 The Security Trustee will not be liable for any delay (or any related consequences) in crediting any account with any amount.
- 23.15 Before transferring any moneys the Security Trustee may deduct any sum then due and payable or which may become due and payable under this instrument or the conditions to the Security Trustee or any receiver, attorney, manager, agent or other person appointed by it and retain that sum for itself or, as the case may require, pay it to the other person to whom it is then due and payable; for this purpose if the Security Trustee has become entitled to require a sum to be paid to it on demand, that sum shall be treated as due and payable, even if no demand has yet been served.
- 23.16 Upon demand the Noteholders shall pay to the Security Trustee an amount equal to any amount wrongly paid to the Noteholders by the Security Trustee (including any amount not actually received by the Security Trustee) together with interest on that amount from the date of payment to the date of receipt by the Security Trustee, calculated by the Security Trustee to reflect its cost of funds.
- 23.17 Having realised the Security or part of the Security as the case may be and distributed the net proceeds, the Security Trustee will not be obliged to take any further steps against the Issuer to recover any sum still unpaid.

24 SECURITY TRUSTEE

- 24.1 The Security Trustee shall accept without investigation, requisition or objection such rights and title as the Chargor may have to the Charged Assets and shall not be bound or concerned to examine or enquire into or be liable for any defect or failure in the right or title of the Chargor to the Charged Assets or any part thereof whether such defect or failure was known to the Security Trustee or might have been discovered upon examination or enquiry and whether capable of remedy or not.
- 24.2 The Security Trustee shall not be under any obligation to insure any of the Charged Assets or any certificate, note, bond or other evidence in respect thereof, or to require any other person to maintain any such insurance.
- 24.3 The Security Trustee shall have no responsibility whatsoever to any Noteholder as regards any deficiency which might arise because the Security Trustee is subject to any Tax in respect of the Security, or the Charged Assets or income therefrom or the proceeds thereof.

25 PRESERVATION OF OTHER SECURITY AND RIGHTS

- 25.1 This Instrument is in addition to any other security present or future held by the Security Trustee for the Secured Liabilities and shall not merge with or prejudice such other security or any contractual or legal rights of the Security Trustee.
- 25.2 The Security shall be a continuing security for the Secured Liabilities and shall not be satisfied, discharged or affected by any intermediate payment or settlement of account (whether or not any Secured Liabilities remain outstanding thereafter) or any other matter or thing whatsoever.

- 25.3 All costs charges and expenses incurred hereunder by the Security Trustee shall be borne by the Issuer.

26 FURTHER ASSURANCE

- 26.1 The Chargor shall from time to time execute and do all such assurances and things as the Security Trustee may reasonably require for perfecting this Security and after the monies secured by this Instrument shall have become payable for facilitating the realisation of all or any part of the Charged Assets and for exercising all powers, authorities and discretions conferred by this Instrument or by law on the Security Trustee or any Receiver or administrator appointed by it.
- 26.2 For the purposes of this Clause a certificate in writing signed by or on behalf of the Security Trustee to the effect that any particular assurance, consent, act or thing required by them is reasonably required by them shall, in the absence of manifest error, be conclusive evidence of the fact.

27 SECURITY TRUSTEE AND RECEIVER APPOINTED ATTORNEY

- 27.1 The Issuer, by way of security for the payment of the Secured Liabilities and the performance by the Issuer of its obligations under this Instrument, irrevocably appoints the Security Trustee (whether or not a Receiver has been appointed) and also (as a separate appointment) the Receiver severally as the attorney or attorneys of the Issuer (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Security Trustee or any Receiver pursuant to this Instrument or the exercise of any of their powers.

28 GOVERNANCE

- 28.1 The Security Trustee shall be entitled from time to time to appoint a person to attend all meetings of the board of directors of the Issuer (**Directors**) as an observer (**Observer**), and to remove any person so appointed and to appoint another person in his place. Any person so appointed shall be given (at the same time as the Directors) notice of all meetings of the Directors and all agendas, minutes and other papers relating to such meetings. The Observer shall be entitled to attend any and all such meetings and to speak and place items on the agenda for discussion but the Observer shall not be entitled in any circumstances to vote.
- 28.2 The Observer shall be entitled on request to have the same access to the Issuer's records, documents, premises and personnel as would a Director.
- 28.3 The first Observer shall be Rob Terry. Any subsequent appointment and any removal of the Observer shall be made by notice in writing to the Issuer signed by or on behalf of the Security Trustee and served upon the Issuer at its registered office or produced to a meeting of the Directors.

29 REMUNERATION OF SECURITY TRUSTEE

- 29.1 The Issuer shall (subject as hereinafter provided) pay to the Security Trustee remuneration (Security Trustee Fee) for its services as Security Trustee (including provision of the services of the Observer) as from the date of this Instrument until the Instrument Termination Date.

- 29.2 The Security Trustee Fee shall be £50,000 a year.
- 29.3 The Security Trustee shall be entitled to invoice the Security Trustee Fee on the first Issue Date and on each anniversary of such date although any delay in issuing an invoice shall not be construed as a waiver of the right to issue the relevant invoice. The Issuer shall pay the first such invoice on presentation and subsequent invoices within 7 days of invoice date. Without prejudice to the provisions of this Clause 29 the Issuer shall not be entitled to any rebate if any appointed Observer fails to attend any meetings of Directors or Group Company Directors.
- 29.4 In the event of the Security Trustee giving notice declaring the Notes to be immediately due and payable under Clause 13 or considering it expedient or necessary or being requested by the Issuer or required to undertake duties which the Security Trustee and the Issuer agree to be of an exceptional nature or otherwise outside the scope of the normal duties of the Security Trustee under this Instrument the Issuer shall pay to the Security Trustee such additional remuneration as shall be agreed between them.
- 29.5 The Issuer shall in addition pay to the Security Trustee an amount equal to the amount of any value added tax (if any) chargeable in respect of the Security Trustee's remuneration under this Instrument.
- 29.6 The Issuer shall also pay or discharge all costs, charges, liabilities and expenses properly incurred by the Security Trustee or by any receiver, attorney, manager, agent officer or other person appointed by the Security Trustee under this Instrument (an **Appointee**) or to whom their functions under this Instrument may be delegated (a **Delegate**) in relation to the preparation and execution of, the exercise of the Security Trustee's powers and the performance of their duties under, and in any other manner in relation to, this Instrument and the Notes, including but not limited to travelling expenses and any stamp and other taxes or duties paid by the Security Trustee or any such Appointee or Delegate, and any costs, charges, liabilities and expenses incurred by the Security Trustee or any such Appointee or Delegate in connection with any legal proceedings brought or contemplated by the Security Trustee or any such Appointee or Delegate against the Issuer for enforcing any obligation under this Instrument or the Notes.

30 INDEMNITY OF SECURITY TRUSTEE, RECEIVER

- 30.1 Without prejudice to Clause 29.6, each of the Security Trustee and every Receiver, attorney, manager, agent or other person appointed by the Security Trustee under this Instrument are entitled to be indemnified out of the Charged Assets in respect of all liabilities incurred by it or him in the execution or purported execution of any of the powers, authorities or discretions vested in it or him pursuant to this Instrument and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Assets and the Security Trustee and any such Receiver may retain and pay all sums in respect of them out of any monies received under the powers conferred by this Instrument.

31 ISSUER TO PAY AMOUNTS DUE TO SECURITY TRUSTEE, RECEIVER ETC PLUS INTEREST

- 31.1 The Issuer shall on demand by the Security Trustee or any Receiver attorney agent or other person appointed by the Security Trustee pursuant to this Instrument pay every sum of money (other than the principal amount of the Notes and the interest thereon) which shall from time to time be properly payable to any such person under any provisions of this Instrument together with interest at the rate of 4% per annum

above the base rate from time to time set by the Bank of England, calculated from the date when the same shall have been advanced or paid or become payable or due to the date of payment by the Issuer.

32 SECURITY TRUSTEE'S TRANSACTION WITH ISSUER

- 32.1 The Security Trustee shall be entitled to enter into or to be otherwise interested in any banking, financial or business contracts or any other transactions or arrangements with the Issuer or in connection with the Charged Assets or the Notes or any Noteholder or which it could have entered into had it not been a trustee of this Instrument, and shall be entitled to receive and retain without any duty or obligation to account to any person for the same any remuneration, income or profits of whatsoever nature arising therefrom.
- 32.2 Without prejudice to the generality of Clause 32.1, nothing in this Instrument shall prohibit the Security Trustee from becoming the owner of Notes or holder of Security over Notes in any capacity whatsoever and the Security Trustee shall have the same rights which it would have had if not acting as Security Trustee.

33 MODIFICATION BY TRUSTEE

- 33.1 In addition to and without prejudice to the powers of the Noteholders exercisable under this Instrument the Security Trustee may at any time and from time to time concur with the Issuer in making such modifications to this Instrument as may be agreed between the Issuer and the Security Trustee where the Security Trustee is of the opinion that such modification will not be materially prejudicial to the interests of the Noteholders or that the modification is intended to correct a manifest error or omission.

34 SECURITY TRUSTEE CONSENTS

- 34.1 Any consent granted by the Security Trustee to this Instrument may be granted upon such terms and subject to such conditions (if any) as the Security Trustee may in its absolute discretion determine and may be given retrospectively.

35 DISCHARGE OF SECURITY

- 35.1 Upon proof being given to the reasonable satisfaction of the Security Trustee that all the Notes and all payments due in respect thereof have been paid off or satisfied and upon payment of all costs, charges and expenses incurred by and remuneration due to the Security Trustees or any receiver in relation to this Instrument, the Security Trustee shall, at the request and cost of the Chargor, execute and do all such deeds, act and things as may be necessary to release the Charged Assets or such part thereof as may remain vested in the Security Trustee or subject to the charges securing the Notes from the trusts herein contained or otherwise release the Assets from the charges securing the Notes.

36 SECURITY TRUSTEE'S POWER TO APPLY TO COURT

- 36.1 The Security Trustee may at any time after the Security becomes enforceable apply to the Court for an order that the trusts hereof be carried into execution under the direction of the Court and for appointment of a receiver of the Charged Assets or any part thereof and for any other order in relation to the administration of the trusts hereof as the Security Trustee shall deem expedient and they may assent to or approve of any application to the Court made at the instance of any of the

Noteholders and shall be indemnified by the Issuer against all the costs, charges and expenses incurred by and in relation to any such application or proceedings.

37 NOTEHOLDER DIRECTIONS

- 37.1 If instructed by a Noteholder Direction the Security Trustee shall (i) exercise any right, power, authority or discretion vested in it in accordance with the Noteholder Direction (or, if so instructed by Noteholder Direction in writing, refrain from exercising any right, power, authority or discretion vested in it) and (ii) not be liable for any act (or omission) if it acts (or refrains from taking any action) in accordance with a Noteholder Direction.
- 37.2 Unless instructions by a Noteholder Direction are received by the Security Trustee in writing the Security Trustee shall not be obliged to exercise, and shall not be liable for any non-exercise of, any power, authority or discretion conferred on it by, or otherwise exercisable by it under, this Instrument.
- 37.3 Unless a contrary indication appears in this Instrument, any Noteholder Direction will be binding on all the Noteholders.
- 37.4 The Security Trustee may refrain from acting whether in the exercise of any power or discretion or in accordance with a Noteholder Direction until it has received such indemnities and security as it may in its absolute discretion, require for any cost, loss or liability (together with any associated VAT) which it may incur in complying with the instructions and has received any advance payments as it may require for anticipated costs, losses or liabilities (together with any associated VAT).
- 37.5 In connection with the exercise of any right, power or discretion or any other matter not expressly provided for in the Note Documents:
- 37.5.1 the Security Trustee shall act, and shall be protected in acting, in accordance with any Noteholder Direction; and
- 37.5.2 If the Security Trustee has received no instructions, the Security Trustee shall be fully entitled, but shall have no obligation, to act in its discretion.
- 37.6 The Security Trustee may in its discretion, but shall not have any obligation to, request the Noteholders to give it instructions or to make any determination by a Noteholder Direction.
- 37.7 Any action which the Security Trustee takes or purports to take at a time when it has not been authorised to do so shall, if subsequently ratified by Noteholder Direction, be as valid as regards every Noteholder as if the Security Trustee had been expressly authorised in advance.
- 37.8 Neither the Security Trustee, nor the Noteholders, other than by unanimous written consent, shall have the right to consent to, or permit, or issue any Noteholder Direction the effect of which would be:
- 37.8.1 to reduce the principal amount repayable in respect of the Notes or any of them; or
- 37.8.2 to delay, defer, waive, or make subject to any condition the due date for repayment of the Notes, or for payment of any interest thereon; or

- 37.8.3 to reduce the rate of interest payable in respect of the Notes; or
- 37.8.4 to release any person from any guarantee or security issued in respect of the obligations of the Issuer under the Notes; or
- 37.8.5 to expose the Noteholders generally to any tax, duty, levy or other charge in any jurisdiction in respect of any amount received by them whether in respect of principal or interest in respect of the Notes, and to which they would not otherwise be subject.

37.9 Classes/Tranches of Notes

Each Tranche of the Notes shall constitute a separate class of Notes and the provisions of Clauses 37 and 40 and Schedule 3 shall have effect subject to the following modifications:

- 37.9.1 a resolution or direction which in the opinion of the Security Trustee affects one Tranche only of the Notes shall be deemed to have been duly passed or given if passed at a separate meeting of the holders of the Notes of that Tranche or given by the holders of the Notes of that Tranche or given in writing signed by or on behalf of the holders of the Notes of that Tranche representing at least 50% of the aggregate principal sum outstanding by the Issuer to the holders of the Notes of that Tranche (a "**Tranche Majority Direction**");
- 37.9.2 a resolution or direction which in the opinion of the Security Trustee affects more than one Tranche of the Notes but does not give rise to a conflict of interests between the holders of the Notes of any of the classes so affected shall be deemed to have been duly passed if passed at a meeting of the holders of the Notes of all classes so affected or given by the holders of the Notes of that Tranche or given by a Tranche Majority Direction of the holders of all the Notes of the relevant Tranches;
- 37.9.3 a resolution or direction which in the opinion of the Security Trustee affects more than one Tranche of the Notes and gives or may give rise to a conflict of interests between the holders of the Notes of any of the Tranches so affected shall be deemed to have been duly passed only if, instead of being passed at a single meeting of the Noteholders, it shall be passed at separate meetings of the holders of the Notes of each class so affected or given by the holders of the Notes of that Tranche or, as the case may be given by a Tranche Majority Direction of each Tranche; and
- 37.9.4 the provisions of this Clause 37.9 shall mutatis mutandis apply to all meetings of holders of a particular Tranche of the Notes as referred to in Clauses 37 and 40 and Schedule 3 as though reference in those provisions to Notes, Noteholders and Noteholder Direction were references to the Notes of the Tranche in question, to the holders of the Notes of such Tranche and to the direction of the holders of the Notes of such Tranche respectively.

38 RETIREMENT OF SECURITY TRUSTEE

- 38.1 The Security Trustee may at any time on giving one calendar month's notice in writing to the Issuer retire from the trusts of this Instrument without assigning any reason and without being responsible for any expenses thereby occasioned but its

resignation shall not take effect unless and until another Security Trustee is appointed in its place pursuant to Clause 38.2 or remains in office.

38.2 The Security Trustee may be removed at any time with or without cause by a Noteholder Direction. Upon any such resignation or removal the Majority Noteholders shall have the right:

38.2.1 to exercise all of the rights, powers, privileges and duties of the Security Trustee under this Instrument unless until a successor Security Trustee has been appointed; and

38.2.2 at the sole cost and expense, if any, of the Issuer, to appoint a successor Security Trustee. Upon the acceptance of any appointment as Security Trustee hereunder by a successor Security Trustee, such successor Security Trustee shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Security Trustee. After any retiring Security Trustee's resignation or removal as Security Trustee, the provisions of the Note Documents shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as the Security Trustee.

39 APPOINTMENT OF NEW SECURITY TRUSTEE

39.1 The Security Trustee may, by notice in writing to the Issuer, appoint anyone to act as an additional security trustee jointly with the Security Trustee with such functions as the Security Trustee may see fit at no additional cost if the Security Trustee considers such appointment to be in the interest of the Noteholders.

40 MEETINGS OF NOTEHOLDERS

40.1 Schedule 3 contains provisions for convening meetings of Noteholders to consider any matter affecting the Security or this Instrument, including any modification of the provisions of this Instrument.

40.2 The Security Trustee shall not be responsible for acting upon any resolution purporting to have been passed at any meeting of the Noteholders in respect whereof minutes have been made and signed even though it may subsequently be found that there was some defect in the constitution of the meeting or the passing of the resolution or that for any reason the resolution was not valid or binding upon the Noteholders.

41 CERTIFICATES AND DETERMINATIONS

Any certification or determination by the Security Trustee of a rate or amount under any Note Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates. The Security Trustee as between itself, the Issuer and the Noteholders shall have full power in its discretion to determine all questions and doubts arising in relation to the Note Documents and every such determination, whether or not made upon a question actually raised or implied in the acts or proceedings of the Security Trustee, shall be conclusive and shall bind the Security Trustee, the Issuer and the Noteholders.

42 PROFIT BY THE SECURITY TRUSTEE

There shall be no duty on the Security Trustee to account for any interest or earnings on amounts held by it or to invest any amount held by it or to account for the proceeds of any investment. The Security Trustee shall not be bound to account to any person for any sum or the profit element of any sum received by it for its own account.

43 NOTICES

43.1 Any notice or demand by the Security Trustee may be served personally on any director or the secretary of the Issuer or may be sent by post or fax or delivered to the Issuer at the Issuer's address last known to the Security Trustee.

43.2 A notice or demand by the Security Trustee by post shall be deemed served on the day after posting.

43.3 A notice or demand by the Security Trustee by fax shall be deemed served at the time of sending.

44 GENERAL

44.1 This Instrument and the Conditions may be amended from time to time by deed executed by the Issuer with the written consent of each Noteholder. Any such deed shall be annexed to this Instrument.

44.2 Nothing in this Instrument is intended to confer on any person any right to enforce any term of this Instrument which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

45 GOVERNING LAW

45.1 English law governs this Instrument.

45.2 Each party hereby irrevocably submits to the exclusive jurisdiction of the courts of England in respect of any claim or matter arising out of or in connection with this Instrument.

45.3 Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims). Nothing in this Clause shall limit the right of the Security Trustee to take proceedings in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

**Schedule 1
Note Certificate**

ASSET MATCH LIMITED
(the **Issuer**)

(Incorporated and registered in England and Wales under number 07681197)

TRANCHE [•] NOTES

Certificate No. [•]

Amount of Notes: [£•]

Issue of £500,000 Secured Variable Rate Notes created pursuant to the memorandum and articles of association of the Issuer by a board resolution of the Issuer passed on 8 December 2016.

THIS IS TO CERTIFY THAT [•] of [•]

is/are the registered holder(s) of [£•] pounds sterling of the above Secured Variable Rate Notes with an expiry date of 31 December 2018, designated as Tranche [•] Notes fully paid. The holders of the above Secured Variable Rate Notes are and will be entitled *pari passu* and rateably to the benefit of and are and will be subject to the provisions contained in an instrument entered into by the Issuer and dated 8 December 2016 (the **Instrument**) which include the Conditions set out in Schedule 2 to the Instrument.

DATED this [•] day of [•] 20[•]

Signed as a Deed by **ASSET MATCH LIMITED** acting by a
Director in the presence of:

Director

Witness signature

Name
(in block capitals)

Address

Notes: Where the context admits, words and expressions defined in the Instrument have the same meanings in this certificate.

The Notes are transferable in amounts or multiples of £5,000. No transfer, whether of the whole or part of the Notes comprised in this certificate, will be accepted for registration unless accompanied by this certificate and lodged at the Issuer's registered office.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the **US Securities Act**), and the Issuer of the Notes has not been and will not be registered under the United States Investment Company Act of 1940, as amended. The holder hereof, by purchasing the Notes in respect of which this Certificate has been issued, agrees that the Notes may not be offered, sold or otherwise transferred in the United States or to or for the account or benefit of US Persons (as defined in Regulation S under the US Securities Act).

Schedule 2

Conditions

1 NOTES NOT TO BE QUOTED

- 1.1 The Notes shall not be offered to the public or quoted on any stock exchange and the Issuer has not been and will not be registered under the United States Investment Company Act of 1940, as amended.

2 INTEREST

- 2.1 Until the Notes are redeemed in full in accordance with the provisions of this Instrument, interest will be payable on the principal amount of the Notes from time to time outstanding at the rate per annum which is equal to the aggregate of (i) the base rate from time to time set by the Bank of England, and (ii) 10 (ten) per cent. per annum (the **Interest Rate**).
- 2.2 Interest on the Notes shall accrue from and including the applicable Interest Commencement Date and where that date is before the Issue Date, shall be deemed to accrue on the principal amount of the Notes issued on the Issue Date from and including the Interest Commencement Date to and excluding the Issue date.
- 2.3 Interest accruing on the Loan in accordance with Condition 2.1 shall be rolled up and shall, on each anniversary of the Interest Commencement Date, be added to the principal amount outstanding of the Notes and shall itself thereafter bear interest at the Interest Rate.
- 2.4 All interest accrued in respect of the Notes (whether or not rolled up in accordance with Condition 2.3) shall be paid, together with the applicable principal amount of the Notes, on the date on which the Notes in respect of which the interest has accrued are due for repayment or are repaid in accordance with the Conditions.
- 2.5 If the Issuer fails to pay any amount representing principal or interest on the Notes on the due date, default interest on that overdue amount will accrue from that due date to the date of actual payment (before as well as after any judgment). It will be calculated at a rate equal to 5% per annum higher than the Interest Rate at the time. This default interest is payable on demand and will be compounded quarterly.
- 2.6 If any day on which any amount of principal or interest hereunder is due to be paid is a Saturday or a Sunday or is not a Business Day, it shall be postponed to the next day which is a Business Day.
- 2.7 Interest or commission will accrue on a daily basis and be calculated on the basis of a year of 365 days and for the actual number of days elapsed. Interest shall continue to accrue on sums due following decree or judgement as well as before it, and at the same rate.

3 REDEMPTION

- 3.1 The Notes shall be redeemed at par together with accrued and rolled up interest thereon (less any applicable withholding tax) on the Expiry Date.
- 3.2 The Issuer shall be entitled on any date after the Issue Date to redeem some or all of the Notes at par provided that if less than all of the Notes outstanding are redeemed, each Noteholder shall be entitled to the redemption of such amount of

the Notes (together with accrued interest) as equals the proportion of the amount redeemed which is equal to the proportion of all of the Notes outstanding held by that Noteholder.

- 3.3 On any redemption of the Notes in accordance with the provisions hereof each relevant Noteholder shall be bound to deliver to the Issuer at its registered office or elsewhere as the Issuer may reasonably specify from time to time in writing to such Noteholder the relevant Certificate for the Notes in order that the same may be cancelled. All Notes repaid or redeemed by the Issuer shall forthwith be cancelled and the Issuer shall not be at liberty to re-issue the same. If any certificate so to be delivered to the Issuer includes any Notes not redeemable upon the expiration of any such notice a fresh Certificate for the balance of the Notes not redeemable on that occasion shall be issued to the Noteholder delivering such Certificate to the Issuer. If any Noteholder, any of whose Notes are liable to be redeemed, shall fail or refuse to deliver up the relative Certificate at the time and place fixed for redemption or shall fail or refuse to accept payment of the redemption monies the same shall be held in trust for the Noteholder and interest on such Notes shall cease to accrue as from the date fixed for redemption thereof and the Issuer shall not be responsible for safe custody of the monies.

4 EVENTS OF DEFAULT

The whole amount of the Notes, together with all outstanding interest thereon accrued to the date of redemption, shall become redeemable immediately on demand upon the happening of any of the following events:

- 4.1 if the Issuer makes default in the repayment of any part of the principal amount of the Notes;
- 4.2 if the Issuer makes default in the payment of any interest payable in respect of the Notes and such payment is not made within five Business Days of the due date for such payment of interest;
- 4.3 any written information or projection given or any representation, warranty or statement made or repeated by or on behalf of the Issuer under the Note Documents or any of them is incorrect, inaccurate, incomplete or, in the opinion of the Security Trustee, misleading in any respect;
- 4.4 if any event which was anticipated to occur at the time of the issue of the Note Documents is, in the reasonable opinion of the Security Trustee, not going to occur within a timescale satisfactory to the Security Trustee;
- 4.5 any Borrowings of the Issuer are not paid when due for payment (whether because of acceleration or otherwise) or within any originally permitted period of grace or any creditor of the Issuer becomes entitled to declare any such Borrowings due and payable prior to their stated maturity;
- 4.6 the Issuer or any other person fails to comply with any covenant, undertaking or obligation given or owed by it under a Note Document which, if the Security Trustee in its absolute discretion considers it to be remediable, is not remedied to the satisfaction of the Security Trustee within 14 days after the first of (1) the Issuer being aware of the failure or (2) notice by the Security Trustee calling for its remedy;
- 4.7 the Issuer ceases or threatens to cease to carry on its business or a significant part of it (except as part of a solvent reconstruction approved by the Security Trustee) or suspends or threatens to suspend payment of its debts or is unable or is deemed to

be unable to pay its debts within the meaning of Section 123(1) of the Insolvency Act 1986;

- 4.8 a proposal is made or a nominee or supervisor is appointed for the Issuer for a composition in satisfaction of its debt or for a scheme of arrangement of its affairs or other arrangement or any proceedings for the benefit of its creditors are commenced under any law, regulation or procedure relating to the reconstruction or readjustment of debt;
- 4.9 any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Issuer or by any other person to appoint an administrator in respect of the Issuer;
- 4.10 any steps are taken (including, without limitation, the making of an application or the giving of any notice) by the Issuer (without the prior written consent of the Security Trustee) or any other person to wind up or dissolve the Issuer or to appoint a liquidator, trustee, receiver, administrative receiver or similar officer to the Issuer or any part of its undertaking or assets;
- 4.11 any attachment, distress, diligence, arrestment, execution or other legal process (not being reasonably considered by the Security Trustee to be defensible or vexatious, in good faith) is levied, enforced or sued against the Issuer or its assets or any person validly takes possession of any of the property or assets of the Issuer or steps are taken by any person to enforce any Security Right against any of the property or assets of the Issuer;
- 4.12 any matter having the same or similar effect to the matters set out in Conditions 4.7 to 4.11 occurs in respect of the Issuer in any jurisdiction;
- 4.13 any part of a Note Document ceases to be legal or effective (or the Issuer so alleges) or any consent required to enable the Issuer to perform its obligations under a Note Document ceases to have effect;
- 4.14 control of the Issuer passes to any person or persons (whether acting individually or in concert) who is or are not a shareholder in it on the date of this Agreement without the prior written consent of the Security Trustee;
- 4.15 any Material Litigation is commenced or initiated against the Issuer.

5 PREPAYMENT EVENTS

If:-

- 5.1 any change in the members of the Issuer occurs at any time after the date of this Instrument without the prior written consent of the Security Trustee with the result that shares in the Issuer carrying the right to cast 50% or more of the votes at a general meeting of the Issuer, or to appoint more than half of the directors of the Issuer, are transferred individually and/or as a whole to another or others acting in concert; or
- 5.2 either
 - 5.2.1 any part of the share capital of the Issuer or any of its subsidiaries is included on any market or exchange for listed securities;

or

- 5.2.2 a sale of the whole or a substantial part of the business, assets and undertaking of the Issuer occurs,

then the Security Trustee may, in its sole discretion, and shall, following the issue of a Noteholder Direction and by notice in writing to the Issuer, demand the repayment of the Notes, whereupon the Notes shall become immediately redeemable, together with all accrued interest thereon to the date of redemption.

6 ENTITLEMENT TO CERTIFICATE

Every Noteholder will be entitled to a Certificate stating the amount of the Notes held by him being £5,000 Notes or a multiple thereof and every such Certificate shall refer to the Instrument constituting the Notes. Every Certificate shall bear a denoting number. Joint Holders of Notes will be entitled only to one Certificate in respect of the Notes held by them jointly and the same will be delivered to such of the joint Noteholders as the Issuer may select.

7 NOTES REGISTER

- 7.1 A Register of the Notes will be kept by the Issuer, and there shall be entered in such register:

- 7.1.1 the names and addresses of the holder(s) for the time being of the Notes;
- 7.1.2 the amount of the Notes held by every registered holder;
- 7.1.3 the date on which the name of every such registered holder is entered in respect of the Notes standing in his name;
- 7.1.4 the serial number of each Note Certificate issued and the date of the issue thereof; and
- 7.1.5 particulars of all transfers and changes of ownership of Notes.

- 7.2 Any change of address on the part of any Noteholder shall forthwith be notified to the Issuer and thereupon the Register shall be altered accordingly. The Register may be closed by the Issuer for such periods and at such times as it may think fit provided it shall not be closed for more than thirty days in any one year. Subject to this the Noteholders or any of them shall be at liberty at reasonable times during normal office hours to inspect the Register.

- 7.3 No more than three joint holders shall be registered in respect of any Note.

8 TRUST NOT RECOGNISED

The Issuer will recognise the registered holder of any Notes as the absolute owner thereof and will not be bound to take notice of or to see the execution of any trust whether express, implied or constructive to which any Notes may be subject and the receipt of such person (or in the case of joint holdings of any one of such holders) for the interest on and/or for the monies payable upon the redemption or repayment of the same shall (without prejudice to the provisions of Condition 13) be a good discharge to the Issuer notwithstanding any notice it may have whether express or otherwise of the right, title, interest or claim of any other person to or in such Notes or interest or monies. No notice of any trust express, implied or constructive shall (except as by Statute provided or as required by an order of a court of competent jurisdiction) be entered on the Register in respect of any Notes.

9 DEATH OF A NOTEHOLDER

The executors or administrators of a deceased holder of Notes (not being one of several joint holders) shall be the only persons recognised by the Issuer as having title to or interest in such Notes.

10 DEATH OF ONE OF JOINT NOTEHOLDERS

In the case of death of any of the joint holders of Notes the survivor(s) will be the only person(s) recognised by the Issuer as having any title to or interest in such Notes.

11 REGISTRATION

Every transfer of Notes must be sent to or left at the registered office of the Issuer for the time being for registration accompanied by the Certificate of the Notes to be transferred and such other evidence (if any) as the Directors may reasonably require to prove the title of the transferor or his right to transfer the Notes and if the transfer is executed by some other person on his behalf the authority of that person so to do. All transfers which shall be registered may be retained by the Issuer. No fee will be charged for the registration of any transfer or for the registration of any probate, letters of administration, certificate of marriage or death, power of attorney or other document relating to or affecting the title to any Notes.

12 TRANSMISSION

Subject to Condition 8, any person becoming entitled to any Notes in consequence of the death or bankruptcy of any holder of such Notes may, upon producing such evidence as the Directors shall think sufficient that he sustains the character in respect of which he proposes to act under this Condition or of his title, be registered himself as the holder of such Notes or, subject to any Conditions contained herein as to transfer, may transfer such Notes. The Directors shall be at liberty to retain the interest payable upon any Notes which any person under the last preceding Condition is entitled to transfer until such person shall be registered or duly transfer the same as aforesaid.

13 TRANSFER

13.1 The Notes shall be freely transferable in amounts and integral multiples of £1,000.

13.2 A transfer of any Notes must be by an instrument in writing in any usual form or such other form as the Directors may approve. Every transfer shall be signed by or on behalf of the transferor who shall be deemed to remain the owner of the Notes until the name of the transferee is entered in the register in respect of such Notes.

13.3 Every transfer must be delivered to the registered office of the Issuer (or with such other person at such other address in the United Kingdom as the Issuer may from time to time notify to the Noteholders) for the registration accompanied by the Certificate of the Notes to be transferred and such other evidence (if any) as the Directors or other officers of the Issuer authorised to deal with the transfer may reasonably require to prove the title of the transferor or his right to transfer the Notes, whereupon the Issuer shall procure that such transfers shall be so registered and retained by the Issuer.

13.4 The Issuer shall retain all instruments of transfer that are registered.

14 PAYMENT OF PRINCIPAL OR INTEREST

Any principal, interest or other monies payable on or in respect of any Notes by the Issuer may be paid by bank transfer on the due date in immediately available funds to the account of the Security Trustee notified to the Issuer for such purpose and held or credited for the account of the Noteholders. If a Noteholder so directs, payment shall be made directly to such Noteholder and shall be made by bank transfer on the due date to the account of such Noteholder notified to the Issuer for such purpose.

15 LOST CERTIFICATE

If any Certificate issued pursuant to these Conditions be worn out or defaced then upon production thereof to the Directors they may cancel the same and may issue a new Certificate in lieu thereof. If any such Certificate be lost or destroyed then, upon proof thereof to the satisfaction of the Directors and on such terms as to evidence and indemnity and payment of out-of-pocket expenses of the Issuer in investigating such evidence as the Directors may reasonably deem adequate being given, a new Certificate in lieu thereof may be given to the person(s) entitled to such lost or destroyed Certificate. An entry as to the issue of a new Certificate shall be made in the Register and a record of the indemnity (if any) maintained by the Issuer.

16 NOTICES

Any notice or document (including a Note Certificate) may be served by the Issuer on any Noteholder either personally or by sending it by first class post in a prepaid letter addressed to such Noteholder at his registered address as shown in the Register of Notes, or if he has no registered address within the United Kingdom, to the address (if any) within the United Kingdom supplied by him to the Issuer as his address for the service of notices provided that no Noteholder with an address outside the United Kingdom shall be entitled to receive any notice unless he shall have notified to the Issuer an address within the United Kingdom. A notice may be served by a Noteholder on the Issuer by sending it by first class post in a prepaid letter addressed to the Issuer at its registered office. Any notice given served by leaving the same at its registered office shall be deemed to have been given or served on delivery. Any notice given or document served by first class post shall be deemed to have been given or served two Business Days after the time when it is posted and in proving such service it shall be sufficient to prove that the envelope containing the notice or document was properly addressed and stamped.

Schedule 3

Noteholder Meetings

- 1 The Security Trustee or the Issuer at any time may, and the Security Trustee (subject to it being indemnified to its satisfaction against all costs and expenses thereby occasioned) upon a request in writing of the Noteholders holding 10% or more of nominal amount of the Notes or in the case of the holders of any Tranche of the Notes, 10% or more of nominal amount of the Notes of that Tranche, shall, convene a meeting of the Noteholders as the case may be. Whenever the Issuer is about to convene any such meeting, it shall immediately give notice in writing to the Security Trustee of the day, time and place and of the nature of the business to be transacted. Every such meeting shall be held at such place as the Security Trustee may approve.
- 2 At least fourteen days' notice in writing specifying the day, time and place of meeting shall be given to the Security Trustee, the Issuer and the Noteholders. Such notice shall, unless the Security Trustee otherwise agrees in its discretion, specify the terms of the resolution to be proposed.
- 3 At any such meeting Noteholders holding not less than 50% in nominal value of the Notes (or, as the case may be, of the Notes of a Tranche) (including proxies) shall form a quorum for the transaction of business and no business shall be transacted at any meeting unless the requisite quorum be present at the commencement of business.
- 4 If within half an hour from the time appointed for any such meeting a quorum is not present, the meeting shall, if convened upon the requisition of the relevant Noteholders, be dissolved. In any other case, it shall be adjourned for such period, not being less than fourteen days nor more than forty-two days, as may be appointed by the Security Trustee.
- 5 Every question submitted to a meeting shall be decided by poll. A poll shall be taken in such manner and either at once or after such an adjournment as the Security Trustee directs.
- 6 The Security Trustee and the Issuer (through their respective representatives) and their respective financial and legal advisers shall be entitled to attend and speak at any meeting of the Noteholders. Save as aforesaid, no person shall be entitled to attend or vote at any meeting of the Noteholders or to join with others in requesting the convening of such a meeting without producing the Note(s) held by such person or without being a proxy. The Issuer shall not be entitled to vote in respect of Notes held by or on behalf of it.
- 7 At any meeting on a poll every person who is so present shall have one vote in respect of each Note so produced or in respect of which that person is a proxy. Any person entitled to more than one vote need not use every vote or cast all such votes in the same way.
- 8 A Noteholder Resolution shall be passed by Noteholders present in person or by proxy representing not less than 50% of the Votes cast at the meeting.
- 9 Proxies need not be Noteholders.
- 10 A meeting of the Noteholders shall, in addition to the powers herein, but without prejudice to any powers conferred on other persons by this Instrument, have the following powers exercisable by Noteholders' Resolution namely:
 - (a) power to consent to any alteration of the provisions contained in the Note Documents which shall be proposed by the Issuer or the Trustee;
 - (b) power to approve a person proposed to be appointed a new Security Trustee;

- (c) power to authorise the Security Trustee to concur in and execute and do all such documents, acts and things as may be necessary to carry out and give effect to any Noteholders Direction;
- (d) power to discharge or exonerate the Security Trustee from any liability in respect of any act or omission for which the Security Trustee may have become responsible under the Note Documents;
- (e) power to give any authority, direction or sanction which under the provisions of the Note Documents is required to be given by Majority Noteholders' Resolution;
- (f) power to appoint any persons (whether Noteholders or not) as a committee or committees to represent the interests of the Noteholders and to confer upon such committee or committees any powers or discretions which the Noteholders could themselves exercise by Majority Noteholders' Resolution;
- (g) power to sanction the release of the whole or any part of the Security; and
- (h) power to authorise the Security Trustee or any receiver appointed by it where either of them shall have entered into possession of the Note Security to discontinue enforcement of any Note Security constituted by this Instrument either unconditionally or upon any conditions.

- 11 A Noteholders Resolution passed at a meeting of the Noteholders duly convened and held in accordance with this Instrument shall be binding upon all the Noteholders, whether present or not present at such meeting and each of the Noteholders shall be bound to give effect thereto accordingly. The passing of any such resolution shall be conclusive evidence that the circumstances of any such resolution justify the passing thereof.
- 12 Minutes of all resolutions and proceedings at every such meeting shall be made and duly entered in books to be from time to time provided for that purpose by the Issuer (with copies of all entries to be promptly provided by the Issuer to the Security Trustee after each entry is made) and any such minutes as aforesaid, if purporting to be signed by the chairman of the meeting at which such resolutions were passed or proceedings transacted or by the chairman of the next succeeding meeting of the Noteholders, shall be conclusive evidence of the matters therein contained, and until the contrary is proved every such meeting in respect of the proceedings of which minutes have been made and signed shall be deemed to have been duly held and convened and all resolutions passed or proceedings transacted thereat to have been duly passed and transacted.
- 13 The Security Trustee may without the consent of the Noteholders prescribe such further regulations regarding the holding of meetings of Noteholders and attendance and voting thereat as the Security Trustee may at its discretion determine, including provisions for meetings to be held by telephone, or other electronic means.

Issuer

Signed as a Deed by **ASSET MATCH LIMITED** acting by a director in the presence of:

Director

Witness signature

Name
(in block capitals)

ROHIT NANDA

Address

Security Trustee

Signed as a Deed by **QUOB PARK ESTATE LIMITED** acting by a director in the presence of:

Witness's signature

Name (in block capitals)

RENEE GOODMAN

Address

Occupation

