



Registration of a Charge

Company name: **EMOOV FRANCHISES LTD**

Company number: **08573810**

Received for Electronic Filing: **06/06/2018**



X77JTQE1

Details of Charge

Date of creation: **30/05/2018**

Charge code: **0857 3810 0001**

Persons entitled: **NORTHERN & SHELL VENTURES LIMITED**

Brief description: **ALL LAND AND INTELLECTUAL PROPERTY NOW OR IN THE FUTURE OWNED BY THE COMPANY.**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

ROSENBLATT



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8573810

Charge code: 0857 3810 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th May 2018 and created by EMOOV FRANCHISES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th June 2018 .

Given at Companies House, Cardiff on 8th June 2018

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



Companies House



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

DATED 30 May

2018

(1) EMOOV LIMITED AND OTHERS

and

(2) NORTHERN & SHELL VENTURES LIMITED

COMPOSITE GUARANTEE AND DEBENTURE

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THIS DEED is dated the 30th day of May 2018 and is made

BETWEEN:

- (1) THE COMPANIES listed in Schedule 1 (*The Original Obligors*) (the "Original Obligors"); and
- (2) NORTHERN & SHELL VENTURES LIMITED, a company incorporated in England and Wales (Registered number 08710063) whose registered office is at The Northern & Shell Building, Number 10 Lower Thames Street, London, England, EC3R 6EN (the "Chargee").

BACKGROUND:

- (A) The Original Obligors enter into this Deed in connection with the Loan Notes (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

- | | |
|----------------------|---|
| "Accession Deed" | means a deed substantially in the form set out in Part 1 of Schedule 3 (<i>Additional Obligors</i>). |
| "Additional Obligor" | means a company which becomes an Additional Obligor in accordance with Clause 20 (<i>Changes to the Parties</i>). |
| "Authorisation" | means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration. |
| "Business Day" | means a day (other than a Saturday or Sunday) on which banks are open for general business in London. |
| "Chargor" | means Emoov Limited, a company incorporated and registered in England and Wales with registered number 07118826 and having its registered office at Copenhagen House Fourth Floor, 5-10 Bury Street, London, England, EC3A 5AT. |
| "Designated Account" | means: <ol style="list-style-type: none">(a) the accounts (if any) specified in Schedule 1 (<i>Specified Assets</i>) or in the schedule to any Accession Deed; and(b) any account from time to time substituted for or additional to any such account (including in each case such account as redesignated |

	and/or renumbered from time to time).
"Environmental Law"	means any applicable law or regulation which relates to: the pollution or protection of the environment, the conditions of the workplace; or the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the environment, including, without limitation, any waste.
"EU Regulation"	means Regulation (EU) 2015/848 of 20 May 2015 on insolvency proceedings (recast).
"Event of Default"	has the meaning given to it in the Loan Note Instrument.
"Finance Document"	means this Deed, the Loan Note Instrument, the Loan Notes and any other document designed as a "Finance Document" by the Chargee and the Obligors' Agent.
"Insurance"	means any contract of insurance required under Clause 7.3 (<i>Insurances</i>).
"Insurance Rights"	means all rights under any contract or policy of insurance taken out by an Obligor or on its behalf or in which it has an interest.
"Intellectual Property Rights"	means: (a) all present and future patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, in each case whether registered or unregistered; and (b) the benefit of all applications and rights to use such assets.
"Investments"	means: (a) the shares (if any) specified in Schedule 1 (<i>Specified Assets</i>) or in the schedule to any Accession Deed; and (b) all other shares, stocks, debentures, bonds or other securities or investments owned by any Obligor or held by any nominee or trustee on its behalf.
"Loan Note Instrument"	means the instrument constituting £2,500,000 fixed rate secured loan notes 2019 of the Chargor dated on

	or about the date of this Deed.
"Loan Notes"	means each of the notes constituted by the Loan Note Instrument.
"LPA 1925"	means the Law of Property Act 1925.
"Mortgaged Property"	means all freehold or leasehold property included in the definition of Security Asset.
"Obligor"	means an Original Obligor or an Additional Obligor unless it has ceased to be an Obligor in accordance with Clause 20 (<i>Changes to the Parties</i>).
"Obligors' Agent"	means Emooy Limited a company incorporated in England and Wales (Registered number 07118826) whose registered office is at Copenhagen House Fourth Floor, 5-10 Bury Street, London, EC3A 5AT.
"Party"	means a party to this Deed.
"Project Tango"	means the merger being effected by the acquisition by the Chargor, by way of share-for-share exchange, of the entire issued share capital of Tepilo.
"Receiver"	means a receiver or receiver and manager or administrative receiver, in each case appointed under this Deed.
"Resignation Letter"	means a letter substantially in the form set out in Schedule 4 (<i>Form of Resignation Letter</i>).
"Secured Liabilities"	means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Secured Party under each Finance Document.
"Secured Party"	means the Chargee or a Receiver.
"Security"	means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.
"Security Asset"	means all of the assets of any Obligor which from time to time are, or are expressed to be, the subject any Security created by this Deed.
"Security Period"	means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and the Chargee has no further commitment, obligation or liability to any

	Obligor.
"Subsidiary"	means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 or a subsidiary within the meaning of section 1159 of the Companies Act 2006.
"Tepilo"	means Tepilo Holdings Limited, a company incorporated in England and Wales (registered number 11080040) whose registered office is at 5th Floor, The Northern & Shell Building, Number 10 Lower Thames Street, London, England, EC3R 6EN.
"Tepilo Security"	means the debenture dated 5 February 2016 by Tepilo Limited originally in favour of Northern & Shell Finance Limited, as novated to Tepilo pursuant to novation letters dated 3 November 2017 and 21 December 2017.
"Tepilo Shares"	the entire issued share capital of Tepilo, all of which have been issued and fully paid or credited as fully paid.
"Tax"	means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

1.2 Construction

1.2.1 Unless a contrary indication appears, a reference in this Deed to:

- (a) any person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under this Deed;
- (b) "**assets**" includes present and future properties, revenues and rights of every description;
- (c) "**costs**" includes all costs, fees, charges and expenses of any nature and includes any Tax charged on any of them;
- (d) a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or that other agreement or instrument as amended, novated, supplemented, extended or restated;
- (e) any "**rights**" in respect of an asset includes:
 - i all amounts and proceeds paid or payable;
 - ii all rights to make any demand or claim; and
 - iii all powers, remedies, causes of action, security, guarantees and indemnities,

in each case in respect of or derived from that asset;

(f) any "share", "stock", "debenture", "bond" or "other security" or "investment" includes:

- i any dividend, interest or other distribution paid or payable;
- ii any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

in each case in respect of that share, stock, debenture, bond or other security or investment;

(g) "disposal" includes a sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary, and "dispose" will be construed accordingly;

(h) a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality); and

(i) a provision of law is a reference to that provision as amended or re-enacted.

- 1.3 Clause and Schedule headings are for ease of reference only.
- 1.4 Words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.5 The words "including" shall not be construed as limiting the generality of the words preceding it.
- 1.6 An Event of Default is "continuing" if it has not been waived.
- 1.7 Any covenant of an Obligor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- 1.8 The terms of any other agreement or instrument between the Parties are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1.9 If the Chargee considers that an amount paid to a Secured Party in connection with this Deed is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- 1.10 Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.
- 1.11 The obligations of the Obligors under this Deed are joint and several.
- 1.12 **Third party rights**

1.12.1 Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Act") to enforce or to enjoy the benefit of any term of this Deed.

1.12.2 Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to the provisions of the Third Parties Act.

2 CREATION OF SECURITY

2.1 General

2.1.1 Each Obligor must pay or discharge the Secured Liabilities as and when the same are due.

2.1.2 All the security created under this Deed is created in favour of the Chargee over present and future assets of the Obligors as security for the payment of all the Secured Liabilities and it is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2.2 Real property

2.2.1 Each Obligor charges:

- (a) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes its real property (if any) specified in Schedule 1 (*Specified Assets*) or in the schedule to any Accession Deed; and
- (b) (to the extent that they are not the subject of a mortgage under paragraph (a) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.

2.2.2 A reference in this Clause 2 to a mortgage or charge of any freehold or leasehold property includes:

- (a) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
- (b) the benefit of any covenants for title given or entered into by any predecessor in title of any Obligor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Investments

Each Obligor charges by way of a first fixed charge its interest in all its Investments.

2.4 Plant and machinery

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 2.2 (*Real property*), each Obligor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession; this includes its plant and machinery (if any) specified in Schedule 1 (*Specified Assets*) or in the schedule to any Accession Deed.

2.5 Credit balances

2.5.1 Each Obligor charges by way of a first fixed charge all of its rights in respect of any Designated Account, any amount standing to the credit of any Designated Account and the debt represented by it.

2.5.2 Each Obligor charges by way of a first fixed charge all of its rights in respect of any account it has with any person other than the accounts referred to in Clause 2.5.1 above, any amount standing to the credit of any such account and the debt represented by it.

2.6 Intellectual Property Rights

Each Obligor charges by way of a first fixed charge all of its Intellectual Property Rights; this includes its rights (if any) specified in Schedule 1 (*Specified Assets*) or in the schedule to any Accession Deed.

2.7 Book debts etc.

Each Obligor charges by way of a first fixed charge:

2.7.1 all of its book and other debts;

2.7.2 all other moneys due and owing to it; and

2.7.3 the benefit of all rights in relation to any item under Clauses 2.7.1 to 2.7.2 above.

2.8 Insurances

2.8.1 Each Obligor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest (together, the "Insurance Rights").

2.8.2 To the extent that they have not been effectively assigned under Clause 2.8.1 above, each Obligor charges by way of a first fixed charge all of its Insurance Rights.

2.9 Other contracts

2.9.1 Each Obligor:

(a) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:

i under each of the contracts (if any) specified in Schedule 1 (*Specified Assets*) or in the schedule to any Accession Deed; and

ii under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment; and

(b) charges by way of a first fixed charge all of its rights under any other document, agreement or instrument to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 2.

2.9.2 To the extent that they have not been effectively assigned under Clause 2.9.1(a) above, each Obligor charges by way of a first fixed charge all of its rights listed under Clause 2.9.1(a) above.

2.10 Other assets

Each Obligor charges by way of first fixed charge:

- 2.10.1 its goodwill;
- 2.10.2 the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- 2.10.3 the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in Clause 2.10.2 above;
- 2.10.4 its uncalled capital; and
- 2.10.5 the benefit of all rights in relation to any item under paragraphs 2.10.1 to 2.10.4 above.

2.11 Floating charge

- 2.11.1 Each Obligor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 2.
- 2.11.2 Except as provided below, the Chargee may by notice to an Obligor convert the floating charge created by this Clause 2.11 (*Floating charge*) into a fixed charge as regards any of the Obligor's assets specified in that notice.
- 2.11.3 The floating charge created by this Clause 2.11 (*Floating charge*) may not be converted into a fixed charge solely by reason of the obtaining of a moratorium or anything done with a view to obtaining a moratorium, under section A1 of the Insolvency Act 1986.
- 2.11.4 The floating charge created by this Clause 2.11 (*Floating charge*) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of the Obligors' assets (including those subsequently acquired by any Obligor) if:
 - (a) any steps are taken for any of the Security Assets to become subject to any Security in favour of any other person;
 - (b) any person levies or attempts to levy any distress, execution or other process or exercises any enforcement power against any of the Security Assets; or
 - (c) a resolution is passed or an order is made for the winding-up, dissolution or re-organisation of or any steps are taken for the appointment of an administrator in respect of any Obligor.
- 2.11.5 The floating charge created by this Clause 2.11 (*Floating charge*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3 GUARANTEE AND INDEMNITY

3.1 Guarantee and indemnity

Each Obligor irrevocably and unconditionally jointly and severally:

- 3.1.1 guarantees to the Chargee punctual performance by each other Obligor of the Secured Liabilities;
- 3.1.2 undertakes with the Chargee that whenever another Obligor does not pay any amount of the Secured Liabilities when due, that Obligor shall immediately on demand pay that amount as if it was the principal obligor; and
- 3.1.3 agrees with the Chargee that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Chargee immediately on demand against any cost, loss or liability it incurs as a result of an Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it on the date when it would have been due. The amount payable by an Obligor under this indemnity will not exceed the amount it would have had to pay under this Clause 3 if the amount claimed had been recoverable on the basis of a guarantee.

4 NEGATIVE PLEDGE AND DISPOSAL RESTRICTION

4.1 Security

Except for the Security created by this Deed, the Tepilo Security and any lien arising by operation of law and in the ordinary course of trading, no Obligor shall create or permit to subsist any Security on any Security Asset.

4.2 Disposals

- 4.2.1 No Obligor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset.
- 4.2.2 Clause 4.2 does not apply to any disposal made in the ordinary course of trading of any asset subject to the floating charge created under this Deed.

4.3 Acquisitions

- 4.3.1 Save with the prior written consent of the Chargee, no Obligor shall:-
 - (a) acquire a company or any shares or securities or a business or undertaking (or, in each case, any interest in any of them); or
 - (b) incorporate a company or establish any other entity.

5 PERFECTION OF SECURITY

5.1 General

- 5.1.1 Each Obligor must immediately on request by the Chargee deposit with the Chargee all deeds and documents necessary to show good and marketable title to any Security Asset.
- 5.1.2 Each Obligor must immediately on request by the Chargee execute and deliver to the Chargee a notice of any assignment of its rights referred to in Clause 2 (*Creation of security*) in such form as the Chargee may require.

5.2 Real Property

5.2.1 If any Obligor acquires any freehold or leasehold property in England and Wales after the date of this Deed it must notify the Chargee immediately and immediately on request by the Chargee and at the cost of the Obligors, execute and deliver to the Chargee a legal mortgage over that property in favour of the Chargee in any form which the Chargee may require.

5.2.2 Each Obligor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of Northern & Shell Ventures Limited referred to in the charges register or their conveyancer. (Standard Form P)".

5.2.3 Each Obligor consents to an application being made to the Chief Land Registrar to enter a note on the Register of Title relating to its Mortgaged Property registered at the Land Registry that there is an obligation to make further advances on the security of this Deed.

5.3 Investments

Each Obligor must immediately on the date of this Deed deposit with the Chargee, or as the Chargee may direct, all certificates and other documents of title or evidence of ownership in relation to its Investments and execute and deliver to the Chargee all share transfers and other documents which may be requested by the Chargee in order to enable the Chargee or its nominees to be registered as the owner of or otherwise obtain a legal title to its Investments.

6 REPRESENTATIONS

6.1 General

Each Obligor makes the representations and warranties set out in this Clause 6 to the Chargee on the date of this Deed and on each day during the Security Period by reference to the facts and circumstances then existing.

6.2 Status

6.2.1 It is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.

6.2.2 It has the power to own its assets and carry on its business as it is being conducted.

6.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, this Deed, and the granting of the Security created by this Deed, do not and will not conflict with:

6.3.1 any law or regulation applicable to it;

6.3.2 its constitutional documents; or

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

6.4 Power and authority

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

6.4.2 No limit on its powers will be exceeded as a result of the grant of Security created or expressed to be created in favour of the Chargee by this Deed.

6.5 Validity and admissibility in evidence

All Authorisations required or desirable:

6.5.1 to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed; and

6.5.2 to make this Deed admissible in evidence in England and Wales,
have been obtained or effected and are in full force and effect.

6.6 Legal and beneficial ownership

It is the sole legal and beneficial owner of its Security Assets (save that the Tepilo Shares are beneficially but not legally owned by the Chargor until the Tepilo Shares are registered in the register of shareholders of Tepilo, which registration will be made as soon as possible after the date of this Deed) free from Security (other than those created by or pursuant to this Deed).

7 UNDERTAKINGS

The undertakings in this Clause 7 remain in force throughout the Security Period.

7.1 Information

Each Obligor must:

7.1.1 promptly supply to the Chargee such information as the Chargee may reasonably require about the Security Assets and the Obligor's compliance with the terms of this Deed; and

7.1.2 promptly upon becoming aware of its occurrence, notify the Chargee of any Event of Default or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default (and the steps, if any, being taken to remedy it) unless that Obligor is aware that a notification has already been provided by another Obligor.

7.2 Authorisations

Each Obligor must promptly:

7.2.1 obtain, comply with and do all that is necessary to maintain in full force and effect; and

7.2.2 supply certified copies to the Chargee of:

any Authorisation required under any law or regulation of a Relevant Jurisdiction to:

- (a) enable it to perform its obligations under this Deed; and
- (b) ensure the legality, validity, enforceability or admissibility in evidence of this Deed.

7.3 Insurances

- 7.3.1 Each Obligor must ensure that at all times Insurances are maintained in full force and effect which insure it in respect of its interests in the Security Assets with such insurance companies or underwriters and to such extent and for such risks as is usual for prudent companies carrying on the same or substantially similar business to the Obligor (or as otherwise notified by the Chargee from time to time).
- 7.3.2 Each Obligor must procure that the Chargee is named as composite insured in respect of its own separate insurable interest under each of its Insurances (other than public liability and third party liability insurances), or, at the option of the Chargee, that the interest of the Chargee is noted on each of its Insurances and that they contain such other provisions for the protection of the Chargee as the Chargee may reasonably require.
- 7.3.3 No Obligor shall do or permit anything to be done which may make void or voidable any of the Insurances.
- 7.3.4 Each Obligor must ensure that each premium for the Insurances is paid within the period permitted for payment of that premium and all other things necessary are done so as to keep each of the Insurances in force.
- 7.3.5 Except as provided below, the proceeds of any Insurances must, if the Chargee so requires, be paid into a Designated Account specified by the Chargee. Any such moneys standing to the credit of a Designated Account may be applied by the Chargee in payment of any amount due but unpaid to a Secured Party under this Deed.
- 7.3.6 Moneys received under liability policies held by an Obligor which are required by the Obligor to satisfy established liabilities of the Obligor to third parties must be used to satisfy those liabilities.

7.4 Environmental matters

Each Obligor must comply and ensure that any relevant third party complies with all Environmental Law.

7.5 Property

- 7.5.1 Each Obligor must exercise its rights and comply in all respects with any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Mortgaged Property.
- 7.5.2 No Obligor shall agree to any amendment, supplement, waiver, surrender or release of any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Mortgaged Property.
- 7.5.3 No Obligor shall without the consent of the Chargee:

- (a) grant, or enter into any agreement to grant, any lease or licence or other right of occupation or right to receive rent for all or part of a Mortgaged Property (an "**Occupational Lease**");
- (b) agree to any amendment, supplement, extension, waiver, surrender or release in respect of any Occupational Lease; or
- (c) grant any licence or right to use or occupy any part of a Mortgaged Property.

7.5.4 Each Obligor must exercise its right and comply with its obligations under any lease under which the Obligor holds title to all or any part of a Mortgaged Property (a "**Headlease**") in a proper and timely manner.

7.5.5 No Obligor shall agree to any amendment, supplement, waiver, surrender or release of any Headlease.

7.5.6 Each Obligor must ensure that all buildings, plant, machinery, fixtures and fittings on each Mortgaged Property are in, and maintained in good and substantial repair and condition and, as appropriate, in good working order.

7.5.7 No Obligor shall carry out, or allow to be carried out, any demolition, construction, structural alterations or additions, development or other similar operations in respect of any part of any Mortgaged Property.

7.6 Credit balances, book debts and receipts

7.6.1 Each Obligor must get in and realise its book and other debts and other moneys due and owing to it in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into a Designated Account if required in accordance with paragraph 7.6.2 below) on trust for the Chargee.

7.6.2 Each Obligor must, except to the extent that the Chargee otherwise agrees, immediately pay all the proceeds of the getting in and realisation into a Designated Account specified by the Chargee. Any such moneys standing to the credit of a Designated Account may be applied by the Chargee in payment of any amount due but unpaid to a Secured Party under this Deed.

7.6.3 Each Obligor must, if called to do so by the Chargee, execute a legal assignment of its book debts in such terms as the Chargee may require and give notice of that assignment to the debtors from whom the book debts are due, owing or incurred.

7.7 Intellectual property rights

Each Obligor must preserve and maintain the subsistence and validity of the Intellectual Property Rights necessary for its business.

7.8 Preservation of assets

No Obligor shall do, cause or permit to be done or omit to do anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Security Assets.

7.9 Access

If an Event of Default is continuing or the Chargee reasonably suspects that an Event of Default is continuing, each Obligor must permit the Chargee and/or its delegates access at all

reasonable times and on reasonable notice at the risk and cost of the Obligor to the premises (including, without limitation, any Mortgaged Property), assets, books, accounts and records of the Obligor.

7.10 Centre of main interests and establishments

No Obligor shall, without the prior written consent of the Chargee, change its centre of main interest (as that expression is used in Article 3(1) of the EU Regulation) to somewhere other than England and Wales, nor will it have any establishment (as that term is used in Article 2(h) of the EU Regulation) in any other jurisdiction.

8 INVESTMENTS

8.1 After any Security created by this Deed has become enforceable:

8.1.1 the voting rights, powers and other rights in respect of its Investments may be exercised by the Chargee (in the name of the relevant Obligor and without any further consent or authority on the part of the Obligor); and

8.1.2 each Obligor must hold all dividends, distributions or other income paid or payable in relation to any of its Investments on trust for the Chargee and pay the same immediately upon receipt to the Chargee or as it may direct.

9 WHEN SECURITY BECOMES ENFORCEABLE

9.1 Enforcement

The Security created by this Deed shall become immediately enforceable in respect of and against the Obligors upon the occurrence of an Event of Default and the expiry of any applicable grace period contained in the Loan Note Instrument during which time the Obligors (or any of them) have failed to remedy such Event of Default to the satisfaction of the Chargee.

9.2 Discretion

After any Security created by this Deed has become enforceable, the Chargee may enforce all or any part of any Security created by this Deed in any manner it sees fit.

9.3 Statutory powers

The power of sale and other powers conferred by section 101 of the LPA 1925, as amended by this Deed, will be immediately exercisable at any time after any Security created by this Deed has become enforceable.

9.4 Investigations

Following the occurrence of an Event of Default, the Chargee may initiate an investigation of, and/or instruct any report (accounting, legal, valuation or other) on the business and affairs of any Obligor which it considers necessary to ascertain the financial position of any Obligor. All fees and expenses incurred by the Chargee in connection with such investigations shall be payable by the Obligors and the Obligors consent to the provision by the Chargee of all information in relation to the Obligors which the Chargee provides to any person in relation to the preparation of any such report.

9.5 Power to remedy

If at any time any Obligor does not comply with any of its obligations under this Deed, the Chargee may (but shall not be obliged to) rectify such default and the Obligor irrevocably authorises the Chargee, its employees and agents, at the Obligors' expense, to do all such things as are necessary or desirable to rectify such default.

10 ENFORCEMENT OF SECURITY

10.1 General

10.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.

10.1.2 Section 103 of the LPA 1925 (restricting the power of sale) and section 93 of the LPA 1925 (restricting the right of consolidation) do not apply to any Security created by this Deed.

10.1.3 The statutory powers of leasing conferred on the Chargee are extended so as to authorise the Chargee to lease, make agreements for leases, accept surrenders of leases and grant options as the Chargee may think fit and without the need to comply with any provision of section 99 or section 100 of the LPA 1925.

10.2 No liability as mortgagee in possession

Neither the Chargee nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

10.3 Privileges

The Chargee and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers duly appointed under the LPA 1925, except that section 103 of the LPA 1925 does not apply.

10.4 Protection of third parties

No person (including a purchaser) dealing with the Chargee or a Receiver or its or his/her agents will be concerned to enquire:

10.4.1 whether the Secured Liabilities have become payable;

10.4.2 whether any power which the Chargee or a Receiver is purporting to exercise has become exercisable or is being properly exercised;

10.4.3 whether any money remains due to the Chargee; or

10.4.4 how any money paid to the Chargee or to that Receiver is to be applied.

10.5 Redemption of prior mortgages

At any time after any Security created by this Deed has become enforceable, the Chargee may: redeem any prior Security against any Security Asset; and/or procure the transfer of that Security to itself; and/or settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Obligors.

10.6 Financial collateral

10.6.1 To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of the Obligors under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Chargee will have the right after any Security created by this Deed has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

10.6.2 Where any financial collateral is appropriated:

- (a) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
- (b) in any other case, its value will be such amount as the Chargee reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

and each Secured Party will give credit for the proportion of the value of the financial collateral appropriated to its use.

11 RECEIVER

11.1 Appointment of Receiver

11.1.1 Except as provided below, the Chargee may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if any Security created by this Deed has become enforceable or any Obligor so requests to the Chargee at any time.

11.1.2 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the LPA 1925) does not apply to this Deed.

11.1.3 The Chargee is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.

11.1.4 The Chargee may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Chargee is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

11.1.5 The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Chargee under the Insolvency Act 1986, the LPA 1925 or otherwise.

11.2 Removal

The Chargee may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

11.3 Remuneration

The Chargee may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the LPA 1925 will not apply.

11.4 Agent of the Obligors

11.4.1 A Receiver will be deemed to be the agent of the Obligors for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the LPA 1925. The Obligors themselves are responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.

11.4.2 No Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

11.5 Relationship with the Chargee

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may, after any Security created by this Deed becomes enforceable, be exercised by the Chargee in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

12 POWERS OF RECEIVER

12.1 General

12.1.1 A Receiver has all of the rights, powers and discretions set out below in this Clause 12 in addition to those conferred on it by any law. This includes:

- (a) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
- (b) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA 1925 and the Insolvency Act 1986.

12.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

12.2 Possession

A Receiver may take immediate possession of, get in and realise any Security Asset.

12.3 Carry on business

A Receiver may carry on any business of any Obligor in any manner he/she thinks fit.

12.4 Employees

12.4.1 A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.

12.4.2 A Receiver may discharge any person appointed by any Obligor.

12.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to any Security created by this Deed or otherwise and generally on any terms and for whatever purpose which he/she thinks fit.

12.6 Sale of assets

12.6.1 A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.

12.6.2 The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.

12.6.3 Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of any Obligor.

12.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he/she thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he/she thinks fit (including the payment of money to a lessee or tenant on a surrender).

12.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Obligor or relating in any way to any Security Asset.

12.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.

12.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

12.11 Subsidiaries

A Receiver may form a Subsidiary of any Obligor and transfer to that Subsidiary any Security Asset.

12.12 Delegation

A Receiver may delegate his/her powers in accordance with this Deed.

12.13 Lending

A Receiver may lend money or advance credit to any person.

12.14 Protection of assets

A Receiver may:

12.14.1 effect any repair or insurance and do any other act which an Obligor might do in the ordinary conduct of its business to protect or improve any Security Asset;

12.14.2 commence and/or complete any building operation; and

12.14.3 apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he/she thinks fit.

12.15 Exercise of rights

A Receiver may exercise all powers, rights and/or obligations under any contract or agreement forming part of the Security Assets, including, without limitation, all voting and other rights attaching to the Investments.

12.16 Other powers

A Receiver may:

12.16.1 do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;

12.16.2 exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and

12.16.3 use the name of any Obligor for any of the above purposes.

13 APPLICATION OF PROCEEDS

13.1 Order of application

13.1.1 Subject to Clause 13.2 (*Appropriations*), all amounts from time to time received or recovered by the Chargee or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of any Security created by this Deed will be held by the Chargee on trust to apply them at any time as the Chargee (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this Clause 13), in the following order of priority:

- (a) in discharging any sums owing to the Chargee, any Receiver or any of its delegates;
- (b) in discharging all costs and expenses incurred by the Chargee in connection with any realisation or enforcement of any Security created by this Deed taken in accordance with the terms of this Deed;
- (c) in discharging the Secured Liabilities (in accordance with the terms of the Finance Documents);
- (d) if no Obligor is under any further actual or contingent liability under any Finance Document, in payment or distribution to any person to whom the Chargee is obliged to pay or distribute in priority to any Obligor; and

(e) the balance, if any, in payment or distribution to the relevant Obligor.

13.1.2 This Clause 13 is subject to the payment of any claims having priority over any Security created by this Deed.

13.2 Appropriations

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, each Secured Party (or any trustee or agent on its behalf) may without affecting the liability of any Obligor under this Deed:

13.2.1 refrain from applying or enforcing any other monies, Security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts; or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Obligor shall be entitled to the benefit of the same; and

13.2.2 hold in a suspense account any moneys received from any Obligor or on account of any Obligor's liability under or in connection with this Deed.

14 INTEREST

14.1 If an Obligor fails to pay any amount payable by it under this Deed on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at the rate of four per cent. per annum higher than the highest rate which would have been payable if that overdue amount had constituted part of the Principal Amount (under, and as defined in, each Loan Note Instrument). Any interest accruing under this Clause 14 shall be immediately payable by the Obligors on demand by the Chargee.

14.2 Any interest accruing under this Clause 14 will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days. If unpaid, any such interest shall be compounded with the overdue amount on the last Business Day of each month but will remain immediately due and payable.

15 EXPENSES AND INDEMNITIES

15.1 Each Obligor must, within three Business Days of demand, pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with the enforcement of, or the preservation of any rights under, this Deed or any Security created by this Deed and with any proceedings instituted by or against the Chargee as a consequence of it entering into this Deed, taking or holding the Security created by this Deed, or enforcing those rights.

15.2 Each Obligor must immediately on demand pay to each Secured Party the amount of all other costs and expenses (including legal fees) incurred by that Secured Party in the creation, registration, perfection, enforcement, discharge and/or assignment of this Deed, including any arising from any actual or alleged breach by any person of any law or regulation, and keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

16 DELEGATION

- 16.1 The Chargee or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.
- 16.2 Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Chargee or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.
- 16.3 Neither the Chargee nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

17 FURTHER ASSURANCES

- 17.1 Each Obligor must promptly, at its own expense, take whatever action the Chargee or a Receiver may require for creating, perfecting or protecting any security over any Security Asset or facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Chargee or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.
- 17.2 The action that may be required under paragraph 17.1 above includes:
- 17.2.1 the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset whether to the Chargee or to its nominees; and
- 17.2.2 the giving of any notice, order or direction and the making of any filing or registration,
- which, in any such case, the Chargee may consider necessary or desirable.

18 POWER OF ATTORNEY

Each Obligor, by way of security, irrevocably and severally appoints the Chargee, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of the Obligor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of any Obligor under or pursuant to this Deed or generally for enabling the Chargee or any Receiver to exercise the respective powers conferred on them under this Deed or by law. Each Obligor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 18.

19 PRESERVATION OF SECURITY

19.1 Continuing Security

The guarantee and Security created by this Deed are a continuing guarantee and security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

19.2 Further advances

Any obligation of the Chargee to make further advances to any Obligor is deemed to be incorporated in this Deed.

19.3 Additional security

19.3.1 This Deed is in addition to and is not in any way prejudiced by any other Security now or subsequently held by any Secured Party.

19.3.2 No prior Security held by any Secured Party (in its capacity as such or otherwise) over any Charged Property will merge into the Security created or expressed to be created in favour of the Chargee pursuant to this Deed.

19.4 Waiver of defences

The obligations of each Obligor under this Deed will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed (whether or not known to it or any Secured Party). This includes (without limitation):

19.4.1 any time or waiver granted to, or composition with, any Obligor or other person;

19.4.2 the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any Obligor;

19.4.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or Security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;

19.4.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;

19.4.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or Security including, without limitation, any change in the purpose of, any extension of or increase in any amount invested or the addition of any new facility under any Finance Document or other document or Security;

19.4.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security; or

19.4.7 any insolvency or similar proceedings.

19.5 Immediate recourse

Each Obligor waives any rights it may have of first requiring the Chargee (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from that Obligor under this Deed. This waiver applies irrespective of any law or any provision of any document to the contrary.

19.6 Deferral of Obligors' rights

Until the Secured Liabilities and all other amounts which may be or become payable by the Obligors under or in connection with this Deed have been irrevocably paid in full and unless the Chargee otherwise directs, no Obligor will exercise any rights which it may have by reason of performance by it of its obligations under this Deed or by reason of any amount being payable, or liability arising, under this Deed:

- 19.6.1 to be indemnified by an Obligor;
- 19.6.2 to claim any contribution from any other guarantor of the Secured Liabilities;
- 19.6.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under this Deed or of any other guarantee or Security taken pursuant to, or in connection with, the Secured Liabilities by the Secured Parties;
- 19.6.4 to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Obligor has given a guarantee, undertaking or indemnity under this Deed or otherwise in relation to the Secured Liabilities;
- 19.6.5 to exercise any right of set-off against any Obligor; and/or
- 19.6.6 to claim or prove as a creditor of any Obligor in competition with any Secured Party.

If an Obligor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable the Secured Liabilities and all other amounts which may be or become payable to the Secured Parties by the Obligors under or in connection with this Deed to be repaid in full on trust for the Chargee and shall promptly pay or transfer the same to the Chargee or as the Chargee may direct for application in accordance with this Deed.

19.7 New accounts

If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with any Obligor. If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest. As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

20 CHANGES TO THE PARTIES

20.1 Assignment and transfers by the Chargee

- 20.1.1 The Chargee may assign any of its rights or transfer by novation any of its rights and obligations under this Deed to any person to whom it transfers its Loan Notes in accordance with the terms of the Loan Note Instrument.
- 20.1.2 The Chargee shall be entitled to disclose such information concerning the Obligors and this Deed as the Chargee considers appropriate to any actual or proposed direct or indirect successor and to any person to whom information may be required to be disclosed by any applicable law or regulation.

20.2 Assignment and transfers by the Obligors

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

20.3 Additional Obligors

- 20.3.1 The Obligors' Agent may request that any of its wholly owned Subsidiaries become an Additional Obligor. That Subsidiary shall become an Additional Obligor if:

- (a) the Obligors' Agent and the proposed Additional Obligor deliver to the Chargee a duly completed and executed Accession Deed; and
- (b) the Chargee has received all of the documents and other evidence listed in Part 2 of Schedule 3 (*Additional Obligors*) in relation to that Additional Obligor, each in form and substance satisfactory to the Chargee.

20.3.2 The Chargee shall notify the Obligors' Agent promptly upon being satisfied that it has received (in form and substance satisfactory to it) all the documents and evidence listed in Part 2 of Schedule 3 (*Additional Obligors*).

20.3.3 With effect from the date of notification by the Chargee under Clause 20.3.2 above, the Additional Obligor shall assume the same obligations and become entitled to the same rights as if it had been a party to this Deed as an Original Obligor.

20.4 Resignation of an Obligor

20.4.1 The Obligors' Agent may request that an Obligor other than the Obligors' Agent ceases to be an Obligor by delivering to the Chargee a Resignation Letter.

20.4.2 The Chargee may in its absolute discretion accept or reject a Resignation Letter and notify the Obligors' Agent of its acceptance if no Event of Default is continuing or would result from the acceptance of the Resignation Letter (and the resigning Obligor has confirmed that this is the case).

20.4.3 If any Obligor (a "Retiring Obligor") ceases to be an Obligor in accordance with this Clause 20.4 then on the date on which the Chargee notifies the Obligors' Agent of its acceptance of a Resignation Letter:

- (a) the Retiring Obligor is released by each other Obligor from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Obligor arising by reason of the performance by any other Obligor of the Secured Liabilities; and
- (b) each other Obligor waives any rights it may have by reason of the performance of the Secured Liabilities to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Chargee or of any other security taken pursuant to, or in connection with, in relation to the Secured Liabilities where such rights or security are granted by or in relation to the assets of the Retiring Obligor.

20.4.4 If an Obligor is released from its obligations under this Deed pursuant to this Clause 20.4 (*Resignation of an Obligor*), the other Obligors will continue to be bound by this Deed which will remain a continuing security.

21 MISCELLANEOUS

21.1 No deductions and tax gross-up

21.1.1 All payments to be made by any Obligor under this Deed shall be made in freely available funds and in sterling and shall be calculated and be made without (and free and clear of any deduction for) set-off, counterclaim or deduction on account of Tax.

21.1.2 If a Tax deduction is required by law to be made by any Obligor, the amount of the payment due from the Obligor shall be increased to an amount which (after making

any Tax deduction) leaves an amount equal to the payment which would have been due if no Tax deduction had been required.

21.2 Perpetuity period

The perpetuity period under the rule against perpetuities, if applicable to this Deed, shall be the period of 125 years from the date of this Deed.

21.3 No liability

21.3.1 None of the Chargee, its delegate(s) nominee(s) or any Receiver or its delegate(s) shall be liable for any loss by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property, except in the case of gross negligence or wilful default upon its part.

21.3.2 The Chargee will not be required in any manner to perform or fulfil any obligation of any Obligor, make any payment, make any enquiry as to the nature or sufficiency of any payment received by it or present or file any claim or take any action to collect or enforce the payment of any amount.

21.3.3 The Chargee shall not be liable either to any Obligor or to any other person by reason of the appointment of a Receiver or delegate or for any other reason.

21.3.4 Neither the Chargee nor the Receiver or any of their respective delegates will be in any way liable or responsible to any Obligor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

21.4 Certificates

Any certification or determination by a Secured Party of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

22 RELEASE

At the end of the Security Period, the Chargee must, at the request and cost of the Obligors, take whatever action is necessary to release the Security Assets from any Security created by this Deed.

23 SET-OFF

A Secured Party may set-off any matured obligation due from any Obligor under this Deed (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to the Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

24 OBLIGORS' AGENT

24.1 Each Obligor (other than the Obligors' Agent) by its execution of this Deed or an Accession Deed irrevocably appoints the Obligors' Agent (acting through one or more authorised signatories) to act on its behalf as its agent in relation to this Deed and irrevocably authorises:

24.1.1 the Obligors' Agent on its behalf to give all notices and instructions, to make such agreements and to effect the relevant amendments, supplements and variations

capable of being given, made or effected by any Obligor (including any Accession Deed) notwithstanding that they may affect the Obligor, without further reference to or the consent of that Obligor; and

24.1.2 the Chargee to give any notice, demand or other communication to that Obligor pursuant to this Deed to the Obligors' Agent,

and in each case the Obligor shall be bound as though the Obligor itself had given the notices and instructions or executed or made the agreements or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication.

25 NOTICES

25.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, by letter.

25.2 Addresses

The address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is:

25.2.1 in the case of the Obligors:

Address: Emoov Limited, Copenhagen House Fourth Floor, 5-10 Bury Street, London, England, EC3A 5AT

Attention: Frank McGlade Chief Financial Officer; and

25.2.2 in the case of the Chargee:

Address: The Northern & Shell Building, Number 10 Lower Thames Street, London, EC3R 6EN

Attention: Robert Sanderson Joint Group Managing Director,

or any substitute address, department or officer as one Party may notify to the other Party by not less than five Business Days' notice.

25.3 Delivery

25.3.1 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective when it has been left at the relevant address or five Business Days after being deposited in the post (postage prepaid) in an envelope addressed to the relevant person at that address, and, if a particular department or officer is specified as part of its address details provided under Clause 25.2 (*Addresses*), if addressed to that department or officer.

25.3.2 Any communication or document to be made or delivered to the Chargee will be effective only when actually received by the Chargee and then only if it is expressly marked for the attention of the department or officer identified with the Chargee's details provided under Clause 25.2 (*Addresses*) (or any substitute department or officer as the Chargee shall specify for this purpose).

26 PARTIAL INVALIDITY

- 26.1 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.
- 26.2 If any part of the Security created or expressed to be created in favour of the Chargee pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of Security created or expressed to be created in favour of the Chargee pursuant to this Deed.

27 REMEDIES AND WAIVERS

No failure to exercise, nor delay in exercising, on the part of the Chargee, any right or remedy under this Deed shall operate as a waiver of any such right or remedy or constitute an election to affirm this Deed. No election to affirm this Deed on the part of the Chargee shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise of that right or remedy or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

28 COUNTERPARTS

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

29 GOVERNING LAW

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

30 JURISDICTION

- 30.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").
- 30.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 30.3 Notwithstanding Clause 30.1 above, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been signed on behalf of the Chargee and **EXECUTED AS A DEED** by each of the Original Obligors and is delivered by them on the date specified at the beginning of this Deed.

SCHEDULE 1
THE ORIGINAL OBLIGORS

Company name	Place of incorporation	Registered number	Registered office address
Emoov Limited	England and Wales	07118826	Copenhagen House Fourth Floor, 5-10 Bury Street, London, EC3A 5AT.
Tepilo Limited	England and Wales	06853802	The Northern & Shell Building, 10 Lower Thames Street, London, England, EC3R 6EN
Tepilo Holdings Limited	England and Wales	11080040	The Northern & Shell Building, 10 Lower Thames Street, London, England, EC3R 6EN
Emoov Franchises Ltd	England and Wales	08573810	Fourth Floor Copenhagen House, 5-10 Bury Street, London, England, EC3A 5AT

**SCHEDULE 2
SPECIFIED ASSETS**

REAL PROPERTY

Obligor	Tenure	Description (address)	Title number
Emoov Limited	Leasehold	Fourth Floor, 5-10 Bury Street, London EC3A 5AT	N/A
Tepilo Limited	Leasehold	Part 5 th Floor, The Northern & Shell Building, 10 Lower Thames Street, London EC3 6EN	N/A

INVESTMENTS

Obligor	Description
Emoov Limited	1 Ordinary share of £1.00 in the issued share capital of Emoov Franchises Limited
Tepilo Holdings	120,326 Ordinary shares of £1.00 each in the issued share capital of Tepilo Holdings Limited 18,040 Ordinary shares of £0.01 each in the issued share capital of Tepilo Limited 2,460 Ordinary B shares of £0.01 each in the issued share capital of Tepilo Limited 3,000,000 Preference shares of £1.00 each in the issued share capital of Tepilo Limited

PLANT AND MACHINERY

Intentionally left blank

ACCOUNTS

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INTELLECTUAL PROPERTY RIGHTS

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CONTRACTS

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**SCHEDULE 3
ADDITIONAL OBLIGORS**

**PART 1
FORM OF ACCESSION DEED**

THIS ACCESSION DEED is made on the day of 20[•]

Between:

- (1) [•], a company incorporated in England and Wales (company number [•]) whose registered office is at [•] (the "**Acceding Obligor**");
- (2) [•], a company incorporated in England and Wales (company number [•]) whose registered office is at [•] (the "**Chargee**"); and
- (3) [•], a company incorporated in England and Wales (company number [•]) whose registered office is at [•] (the "**Obligors' Agent**") for itself and on behalf of each of the existing Obligors.

BACKGROUND

This Accession Deed is supplemental to a guarantee and debenture dated [•] between, amongst others, the Obligors' Agent and the Chargee (as supplemented and amended from time to time, the "**Debenture**") and shall take effect as an Accession Deed for the purposes of the Debenture.

This Deed witnesses as follows:

1 Definitions and interpretation

- 1.1 Terms defined in the Debenture have the same meaning when used in this Accession Deed unless given a different meaning in this Accession Deed.
- 1.2 The provisions of Clauses 1.2 (*Construction*) to 1.12 (*Third party rights*) of the Debenture apply to this Accession Deed as though they were set out in full in this Accession Deed except that references to the Debenture will be construed as references to this Accession Deed.
- 1.3 In this Accession Deed, "**Additional Security Assets**" means any asset of the Acceding Obligor which is, or is expressed to be, subject to any Security created by this Accession Deed.
- 1.4 From the date of this Accession Deed, references within the Debenture to "Security Assets" shall be construed so as to extend to and include the Additional Security Assets.
- 1.5 The Debenture continues and remains in full force and effect and this Accession Deed shall be read and construed as one with the Debenture so that all references to "this Deed" in the Debenture shall include reference to this Accession Deed.
- 1.6 It is intended that this document takes effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

2 Accession of the Acceding Obligor

The Acceding Obligor agrees to be an Additional Obligor and agrees to be bound by the terms of the Debenture as an Additional Obligor pursuant to Clause 20.3 (*Additional Obligors*) of the Debenture.

3 Creation of security

Without prejudice to the generality of Clause 2 of this Accession Deed:

3.1 Real property

3.1.1 The Acceding Obligor charges:

- (a) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes its real property (if any) specified in the Schedule to this Accession Deed; and
- (b) (to the extent that they are not the subject of a mortgage under paragraph (a) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.

3.1.2 A reference in this Clause 3 to a mortgage or charge of any freehold or leasehold property includes:

- (a) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
- (b) the benefit of any covenants for title given or entered into by any predecessor in title of the Acceding Obligor in respect of that property or any moneys paid or payable in respect of those covenants.

3.2 Investments

The Acceding Obligor charges by way of a first fixed charge its interest in all its Investments.

3.3 Plant and machinery

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 3.1 (*Real property*), the Acceding Obligor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession; this includes its plant and machinery (if any) specified in the Schedule to this Accession Deed.

3.4 Credit balances

3.4.1 The Acceding Obligor charges by way of a first fixed charge all of its rights in respect of any Designated Account, any amount standing to the credit of any Designated Account and the debt represented by it.

3.4.2 The Acceding Obligor charges by way of a first fixed charge all of its rights in respect of any account it has with any person other than the accounts referred to in Clause 3.4.1 above, any amount standing to the credit of any such account and the debt represented by it.

3.5 Intellectual Property Rights

The Acceding Obligor charges by way of a first fixed charge all of its Intellectual Property Rights; this includes its rights (if any) specified in the Schedule to this Accession Deed.

3.6 Book debts etc.

The Acceding Obligor charges by way of a first fixed charge:

- 3.6.1 all of its book and other debts;
- 3.6.2 all other moneys due and owing to it; and
- 3.6.3 the benefit of all rights in relation to any item under Clauses 3.6.1 to 3.6.2 above.

3.7 Insurances

- 3.7.1 The Acceding Obligor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its Insurance Rights.
- 3.7.2 To the extent that they have not been effectively assigned under Clause 3.7.1 above, the Acceding Obligor charges by way of a first fixed charge all of its Insurance Rights.

3.8 Other contracts

- 3.8.1 The Acceding Obligor:
 - (a) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
 - i under each of the contracts (if any) specified in the Schedule to this Accession Deed; and
 - ii under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment; and
 - (b) charges by way of a first fixed charge all of its rights under any other document, agreement or instrument to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 3.
- 3.8.2 To the extent that they have not been effectively assigned under Clause 3.8.1(a) above, the Acceding Obligor charges by way of a first fixed charge all of its rights listed under Clause 3.8.1(a) above.

3.9 Other assets

The Acceding Obligor charges by way of first fixed charge:

- 3.9.1 its goodwill;
- 3.9.2 the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- 3.9.3 the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in Clause 3.9.2 above;
- 3.9.4 its uncalled capital; and
- 3.9.5 the benefit of all rights in relation to any item under paragraphs 3.9.1 to 3.9.4 above.

3.10 Floating charge

3.10.1 The Acceding Obligor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 3.

3.10.2 The floating charge created by this Clause 3.10 (*Floating charge*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

4 General

4.1 The Acceding Obligor must pay or discharge the Secured Liabilities as and when the same are due.

4.2 All the security created under this Deed is created in favour of the Chargee over present and future assets of the Acceding Obligor as security for the payment of all the Secured Liabilities and it is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

5 Perfection of Security

The Acceding Obligor must take such action in accordance with Clause 5 (*Perfection of Security*) of the Debenture in respect of the Additional Security Assets as if the Additional Security Assets had been Security Assets on the date of the Debenture.

6 Representations

6.1 The Acceding Obligor makes the representations and warranties set out in Clause 6 (*Representations*) of the Debenture to the Chargee on the date of this Accession Deed as if references in that Clause to "this Deed" were to this Accession Deed.

6.2 The Acceding Obligor further represents and warrants to the Chargee on the date of this Accession Deed that:

6.2.1 the entry into and performance by it of the transactions contemplated by, this Accession Deed, and the granting of the Security created by this Accession Deed, do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument; and

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

7 Miscellaneous

7.1 The existing Obligors agree to the terms of this Accession Deed and agree that its execution will in no way prejudice or affect any guarantee or Security given by any of them under the Debenture.

- 7.2 The provisions of Clauses 26 (*Partial invalidity*), 28 (*Counterparts*) and 30 (*Jurisdiction*) of the Debenture apply to this Accession Deed as if set out in full in this Accession Deed but as though references to the Debenture were references to this Accession Deed.
- 7.3 This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law

THIS ACCESSION DEED has been signed on behalf of the Chargee and **EXECUTED AS A DEED** by the Acceding Obligor and the Obligors' Agent and is delivered by them on the date specified at the beginning of this Accession Deed

SCHEDULE TO ACCESSION DEED

REAL PROPERTY

[Intentionally left blank/]

Tenure	Description (address)	Title number
[Freehold/Leasehold]	[•]	[•]

INVESTMENTS

[Intentionally left blank/]

Description	Issuer
[[•] [ordinary] shares of [£1] each	[•]

PLANT AND MACHINERY

[Intentionally left blank/[•]]

ACCOUNTS

[Intentionally left blank/]

Account number	Sort code	Account name	Bank
[•]	[•]	[•]	[•]

INTELLECTUAL PROPERTY RIGHTS

[Intentionally left blank/[•]]

CONTRACTS

[Intentionally left blank/[•]]

[SIGNATORIES TO ACCESSION – TO BE SIGNED BY THE SECURITY AGENT AND EXECUTED AS A DEED BY THE ACCEDING OBLIGOR AND THE OBLIGORS' AGENT]

PART 2
CONDITIONS PRECEDENT REQUIRED TO BE
DELIVERED BY AN ADDITIONAL OBLIGOR

- 1 An Accession Deed executed by the Additional Obligor and the Obligors' Agent.
- 2 A copy of the constitutional documents of the Additional Obligor.
- 3 A copy of a resolution of the board of directors of the Additional Obligor:
 - (a) approving the terms of, and the transactions contemplated by, the Accession Deed and resolving that it execute, deliver and perform the Accession Deed;
 - (b) authorising a specified person or persons to execute the Accession Deed on its behalf; and
 - (c) authorising a specified person or persons, on its behalf, to sign and/or despatch all other documents and notices to be signed and/or despatched by it under or in connection with the Accession Deed.
- 4 A specimen of the signature of each person authorised by the resolution referred to in paragraph 3 above.
- 5 If required by the Chargee, a copy of a resolution signed by all the holders of the issued shares of the Additional Obligor, approving the terms of, and the transactions contemplated by, the Accession Deed.
- 6 If required by the Chargee, a copy of the resolution of the board of directors of each corporate shareholder of the Additional Guarantor approving the terms of the resolution referred to at paragraph 5 above.
- 7 A certificate of the Additional Obligor (signed by a director) confirming that guaranteeing and securing the Secured Liabilities would not cause any guarantee, security or similar limit binding on it to be exceeded.
- 8 A certificate of an authorised signatory of the Additional Obligor certifying that each copy document listed in this Part 2 of Schedule 3 is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of the Accession Deed.
- 9 A copy of any other authorisation or other document, opinion or assurance which the Chargee considers to be necessary or desirable in connection with the entry into and performance of a the transactions contemplated by the Accession Deed or for the validity and enforceability of the Accession Deed.
- 10 If available, the latest audited financial statements of the Additional Obligor.
- 11 Each notice required to be given under the terms of the Accession Deed, signed by the Additional Obligor.
- 12 If required by the Chargee, a legal opinion addressed to the Chargee by its legal advisers as to English law.

**SCHEDULE 4
FORM OF RESIGNATION LETTER**

To: [●] as Chargee

From: [resigning Obligor] and [Obligors' Agent]

Dated: [●]

Dear Sirs

**Composite Guarantee and Debenture between (amongst others) [●] and [●] as Chargee
dated [●] (the "Debenture")**

- 1 We refer to the Debenture. This is a Resignation Letter. Terms defined in the Debenture have the same meaning in this Resignation Letter unless given a different meaning in this Resignation Letter.
- 2 Pursuant to Clause 20.4 (*Resignation of an Obligor*) of the Debenture, we request that [resigning Obligor] be released its obligations as an Obligor under the Debenture.
- 3 We confirm that no Event of Default is continuing or would result from the acceptance of this request.
- 4 This Resignation Letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

[resigning Obligor]

[resigning Obligor]

By:

By:

Print name:

Print name:

SIGNATORIES

Original Obligors

EXECUTED as a DEED by

EMOOV LIMITED

acting by a director in the presence of:

)

)

)

)

Director

Print name: FRANK MCGLADE

Signature of witness

Print name (in BLOCK CAPITALS):

Address:

LOUISE MAHER

20 Celandine Close

Billeneay

CM12 0SU

Occupation:

EA Assistant

EXECUTED as a DEED by

TEPILO LIMITED

acting by a director in the presence of:

)

)

)

)

Director

Print name:

Signature of witness

Print name (in BLOCK CAPITALS):

Address:

Occupation:

EXECUTED as a DEED by

TEPILO HOLDINGS

LIMITED

acting by a director in the presence of:

Signature of witness

Print name (in BLOCK CAPITALS):

Address:

Occupation:

) 
)
) Director
) Print name: RICHARD MARTIN


SANDRA RODRIGUEZ

Rosenblatt
9-13 St Andrew Street
London
EC4A 3AF
DX LDE 493
Solicitor

EXECUTED as a DEED by

EMOOV FRANCHISES LTD

acting by a director in the presence of:

Signature of witness

Print name (in BLOCK CAPITALS):

Address:

Occupation:

)
)
) Director
) Print name:

.....
.....
.....
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.....
.....

EXECUTED as a DEED by
TEPILO HOLDINGS
LIMITED
acting by a director in the presence of:

)
)
) Director
) Print name:

Signature of witness

.....

Print name (in BLOCK CAPITALS):

.....

Address:

.....

.....

.....

.....

Occupation:

.....

EXECUTED as a DEED by
EMOOV FRANCHISES LTD
acting by a director in the presence of:

)
)
) Director
) Print name: RUSSELL Quirk

Signature of witness

.....

Print name (in BLOCK CAPITALS):

LOUISE MAHER

Address:

20 Celandine Close

Billericay

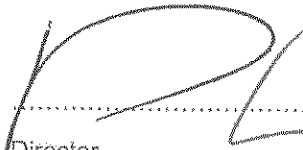
CM12 0SU

Occupation:

Ex Assistant

Chargee

EXECUTED as a DEED by
NORTHERN & SHELL VENTURES LIMITED
acting by a director in the presence of:

) 
)
) Director
) Print name: ROBERT SANDERSON

Signature of witness

Print name (in BLOCK CAPITALS):


.....
JANET RODRIGUEZ

Address:

.....
Rosenblatt
.....
9-13 St Andrew Street
.....
London
.....
EC4A 3AF
.....
DX LDE 493
.....
Solicitor

Occupation: