



**Registration of a Charge**

Company name: **LINCOLN TOPCO LIMITED**

Company number: **10077673**



X55H7U9M

Received for Electronic Filing: **22/04/2016**

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**Details of Charge**

Date of creation: **11/04/2016**

Charge code: **1007 7673 0002**

Persons entitled: **SPRING VENTURES NOMINEES LIMITED (AS SECURITY TRUSTEE)**

Brief description:

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

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

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**SOLICITOR FOR THE CHARGE**



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

Company number: 10077673

Charge code: 1007 7673 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th April 2016 and created by LINCOLN TOPCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd April 2016 .

Given at Companies House, Cardiff on 25th April 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

DATED 11 APRIL 2016

(1) LINCOLN TOPCO LIMITED AND OTHERS

and

(2) SPRING VENTURES NOMINEES LIMITED

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COMPOSITE GUARANTEE AND DEBENTURE  
IN RELATION TO £20,000,000 LOAN NOTES

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(subject to the Intercreditor Agreement (as defined in this Deed))

**SHOOSMITHS**

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THIS DEED is made the 11 day of APRIL 2016

## BETWEEN

1. **THE COMPANIES** whose names and registered offices are specified in Schedule 1 to this Deed (each an "**Original Obligor**" and together the "**Original Obligors**"); and
2. Spring Ventures Nominees Limited, a company incorporated in England and Wales (company number 07437169) whose registered office is at 25 North Row, London, W1K 6DJ (the "**Security Trustee**" as security trustee and agent for the Secured Parties (as defined in below).

## BACKGROUND

- (A) The Obligors enter into this Deed in connection with the Loan Note Documents referred to below.
- (B) It is intended that this document take effect as a deed notwithstanding the fact that a Party may only execute it under hand.

The Parties agree as follows:

## 1 INTERPRETATION

### 1.1 Definitions

In this Deed the following definitions apply:

<b>"Accession Deed"</b>	a deed substantially in the form set out in Part A, Schedule 6 ( <i>Additional Obligors</i> );
<b>"Account"</b>	<ol style="list-style-type: none"> <li>(a) the accounts (if any) with the details listed under the heading "Accounts" in Schedule 2 or such other account or accounts as the Security Trustee may from time to time designate in writing; and</li> <li>(b) all Related Rights;</li> </ol>
<b>"Additional Obligor"</b>	a company which becomes an Additional Obligor in accordance with clause 22 ( <i>Changes to Obligors</i> );
<b>"Charged Property"</b>	all the assets of each Obligor which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to this Deed;
<b>"EU Regulation"</b>	the Council of the European Union Regulation 1346/2000/EC on insolvency proceedings;

<b>"Floating Charge Property"</b>	has the meaning given in clause 4.1.14;
<b>"Insurance Policy"</b>	any policy of insurance and cover note in which an Obligor may from time to time have an interest;
<b>"Intellectual Property"</b>	<ul style="list-style-type: none"> <li>(a) all present and future patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered (including any specified opposite its name under the heading "Intellectual Property Rights" in Schedule 2); and</li> <li>(b) the benefit of all applications and rights to use such assets;</li> </ul>
<b>"Intellectual Property Rights"</b>	<ul style="list-style-type: none"> <li>(a) any Intellectual Property; and</li> <li>(b) all Related Rights;</li> </ul>
<b>"Intercreditor Agreement"</b>	the intercreditor agreement dated on or about the date of this Deed between, among others, (1) RBS Invoice Finance Limited, (2) the Security Trustee, (3) the Obligors, and (4) the Loan Note Holders regarding, amongst other things, the priority of security and payments due to RBSIF and the Loan Note Holders;
<b>"Investment Derivative Rights"</b>	all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investment;
<b>"Investments"</b>	<ul style="list-style-type: none"> <li>(a) any stocks, shares, debentures, bonds, warrants or other securities, whether held directly by or to the order of an Obligor or by any trustee, fiduciary or clearance system on its behalf (including any specified opposite its name under the heading "Shares" in Schedule 2 or in any Accession Deed); and</li> <li>(b) all Related Rights (including all rights against any trustee, fiduciary or clearance system);</li> </ul>
<b>"Issuer"</b>	the issuer of any Investment;
<b>"Loan Note Documents"</b>	the Loan Note Instrument, the Loan Notes this Deed and any other security documents to be entered into by the Obligors in favour of the Security Trustee or the Secured Parties to secure the Secured Obligations from time to time;
<b>"Loan Note Holders"</b>	Spring Ventures Group Investments Limited or such other persons who have acceded to the Security Trust



	Deed who are owed amounts under the Loan Notes from time to time;
<b>"Loan Note Instrument"</b>	the instrument dated on or about the date of this Deed pursuant to which the Loan Notes are, or are to be, constituted;
<b>"Loan Notes"</b>	the £20,000,000 fixed rate secured investor loan notes 2021 due as issued or to be issued by Lincoln Topco Limited or, as the case may be, the principal amount thereof for the time being issued and outstanding,
<b>"LPA 1925"</b>	the Law of Property Act 1925;
<b>"Material Contracts"</b>	<ul style="list-style-type: none"> <li>(a) the agreements (if any) listed under the heading "Material Contracts" in Schedule 2;</li> <li>(b) any other contract entered into by an Obligor that may from time to time be identified in writing by the Security Trustee as a Material Contract; and</li> <li>(c) all Related Rights;</li> </ul>
<b>"Obligor"</b>	means an Original Obligor or an Additional Obligor (unless it has ceased to be an Obligor in accordance with this Deed);
<b>"Party"</b>	a party to this Deed;
<b>"Plant and Machinery"</b>	<ul style="list-style-type: none"> <li>(a) all equipment, machinery, plant, computers, office equipment, vehicles and all other assets of a similar nature which are now, or at any time after the date of this Deed become, the property of an Obligor; and</li> <li>(b) all Related Rights;</li> </ul>
<b>"Real Property"</b>	<ul style="list-style-type: none"> <li>(a) any freehold, leasehold or other immovable property (including the property (if any) specified opposite its name in Schedule 2 or in any Accession Deed); and</li> <li>(b) any buildings, erections, fixtures or fittings from time to time situated on or forming part of such property (including any trade fixtures and fittings); and</li> <li>(c) all Related Rights;</li> </ul>
<b>"Receivables"</b>	<ul style="list-style-type: none"> <li>(a) all present and future book and other debts and monetary claims owing to an Obligor; and</li> </ul>

	(b) all Related Rights;
<b>"Receiver"</b>	a receiver, manager, administrator or administrative receiver appointed pursuant to the provisions of this Deed or any applicable law;
<b>"Related Rights"</b>	in relation to any asset, <ul style="list-style-type: none"> <li>(a) the proceeds of sale of any part of that asset;</li> <li>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;</li> <li>(c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and</li> <li>(d) any income, moneys and proceeds paid or payable in respect of that asset;</li> </ul>
<b>"Secured Parties"</b>	the Loan Note Holders and the Security Trustee and any other creditor of any of the Obligors who is from time to time and at any time a beneficiary of the trusts upon which the Security Trustee holds this Deed;
<b>"Secured Obligations"</b>	all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever) owed by an Obligor to the Secured Parties under or in connection with the Loan Note Documents together with all costs, charges and expenses incurred by the Secured Parties in connection with the protection, preservation or enforcement of its respective rights under the Loan Note Documents;
<b>"Security Period"</b>	the period beginning on the date of this Deed and ending on the date on which the Secured Obligations have been unconditionally and irrevocably repaid and discharged in full;
<b>"Security Trust Deed"</b>	the security trust deed dated on or around the date of this Deed and made between the Security Trustee and the Secured Parties as at the date of this Deed;
<b>"Subsidiary"</b>	a subsidiary undertaking within the meaning of section 1159 of the Companies Act 2006; and
<b>"Termination Event"</b>	<ul style="list-style-type: none"> <li>(a) any Termination Event (as defined in the Loan Note Instrument); and/or</li> <li>(b) any of the events set out in Condition 4.3 of the Loan Note Instrument.</li> </ul>

## 1.2 Interpretation

1.2.1 Terms defined in the Loan Note Documents have the same meaning in this Deed unless given a different meaning in this Deed.

1.2.2 The provisions of clause 1.2 of the Loan Note Instrument apply to this Deed as though they were set out in full in this Deed, except that references to the Instrument will be construed as references to this Deed.

1.2.3 In this Deed:

- a) clause and schedule headings are for convenience of reference only and shall not affect the construction of this Deed;
- b) references to clauses and schedules are references to the clauses of and schedules to this Deed;
- c) references to this Deed or any other agreement or instrument shall be construed as references to this Deed, that agreement or instrument as amended, novated, supplemented, extended or restated;
- d) references to a person shall be construed to include that person's permitted assigns, permitted transferees or successors in title and shall be construed as including any individual, firm, trust, partnership, joint venture, company, corporation, unincorporated body of persons or any state or agency thereof, whether or not having separate legal personality;
- e) references to a provision of law are references to that provision as amended or re-enacted;
- f) words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- g) "**clearance system**" means a person whose business is or includes the provision of clearance services or security accounts or any nominee or depositary for that person; and
- h) unless the context otherwise requires, any reference to "**Charged Property**" includes any part of that Charged Property, any proceeds of that Charged Property and any present and future assets of that type.

1.2.4 Any covenant by an Obligor under this Deed remains in force during the Security Period and is given for the benefit of the Security Trustee.

1.2.5 The terms of the Loan Note Documents and of any side letters between the Parties in relation to any Loan Note Documents (as the case may be) are incorporated in this Deed to the extent required to ensure that any disposition of Real Property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.2.6 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 to enforce or to enjoy the benefit of any term of this Deed.

1.2.7 Notwithstanding any terms of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

1.2.8 Each Obligor's obligations under this Deed are joint and several.

### 1.3 General

1.3.1 The Security Trustee holds the benefit of this Deed on trust for the Secured Parties.

1.3.2 The fact that no or incomplete details of any Charged Property are inserted in Schedule 2 (*Charged Property*) does not affect the validity or enforceability of the security created by this Deed.

1.3.3 If an Obligor assigns an agreement under this Deed and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained:

- a) that Obligor must notify the Security Trustee immediately;
- b) unless the Security Trustee otherwise requires, that Obligor must use all reasonable endeavours to obtain the consent as soon as practicable;
- c) that Obligor must promptly supply the Security Trustee with a copy of the consent obtained by it.

1.3.4 Notwithstanding any other provision of this Deed, this Deed is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the Intercreditor Agreement and this Deed, the provisions of the Intercreditor Agreement will prevail.

## 2 COVENANT TO PAY

Each Obligor covenants that it will pay and discharge the Secured Obligations to the Security Trustee as and when the same are due.

## 3 GUARANTEE AND INDEMNITY

Each Obligor irrevocably and unconditionally, jointly and severally:

- 3.1 guarantees to the Security Trustee punctual performance by each other Obligor of the Secured Obligations;
- 3.2 undertakes with the Security Trustee that whenever another Obligor does not pay any of the Secured Obligations, that Obligor shall immediately on demand pay that amount as if it was the principal obligor; and
- 3.3 agrees with the Security Trustee that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Security Trustee 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 GRANT OF SECURITY

### 4.1 Charges

Each Obligor with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 charges in favour of the Security Trustee as continuing security for the payment and discharge of the Secured Obligations:

- 4.1.1 by way of legal mortgage, the Real Property now or at any time after the date of this Deed belonging to that Obligor;
- 4.1.2 by way of fixed charge, any Real Property now or at any time after the date of this Deed belonging to that Obligor (other than property charged under clause 4.1.1 above);
- 4.1.3 by way of fixed charge, all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession;
- 4.1.4 by way of fixed charge, all present and future Receivables owned by it, other than those validly and effectively assigned under clause 4.3;
- 4.1.5 by way of fixed charge, other than those validly and effectively assigned under clause 4.3,
  - a) all present and future Investments owned by it;
  - b) all Investment Derivative Rights owned by it;
  - c) where any Investment is held in a system for the deposit and settlement of transactions in investments, all rights against the operator of such system or any participant in respect of such Investment;
- 4.1.6 by way of fixed charge, all present and future Intellectual Property Rights;
- 4.1.7 by way of fixed charge all of its rights in respect of any amount standing to the credit of any Accounts and the debt represented by those Accounts;
- 4.1.8 by way of fixed charge, its goodwill;
- 4.1.9 by way of fixed charge, the uncalled capital of that Obligor;
- 4.1.10 by way of fixed charge, all rights, interests and claims in the Insurance Policies, other than those validly and effectively assigned under clause 4.3;
- 4.1.11 by way of fixed charge, all rights, interests and claims in the Material Contracts, other than those validly and effectively assigned under clause 4.3;
- 4.1.12 by way of fixed charge, the benefits of all licences, consents and authorisations held in connection with its business or the use of any Charged Property, and the right to any compensation in respect of any of them;
- 4.1.13 by way of fixed charge, all rights, interests and claims in any pension fund now or in the future; and

4.1.14 by way of floating charge, the whole of its undertaking and assets, present and future other than any assets validly and effectively mortgaged, charged or assigned by way of security (whether at law or in equity) by this Deed (the "**Floating Charge Property**").

#### 4.2 Qualifying Floating Charge

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to any floating charge created by this Deed and the floating charge created under this Deed is a "qualifying floating charge" for these purposes.

#### 4.3 Security Assignment

4.3.1 Each Obligor with full title guarantee assigns to the Security Trustee absolutely, subject to a proviso for re-assignment on redemption to the Security Trustee as continuing security for the payment and discharge of the Secured Obligations all of its rights, title, interest and benefit from time to time in and to the:

- a) Material Contracts;
- b) Insurance Policies;
- c) Investments; and
- d) Receivables.

4.3.2 To the extent that any right described in clause 4.3.1 is not assignable or capable of assignment, the assignment purported to be effected by clause 4.3.1 shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which each Obligor may derive from that right or be entitled to in respect of that right.

### 5 CRYSTALLISATION OF FLOATING CHARGE

5.1 The Security Trustee may at any time by notice in writing to an Obligor immediately convert the floating charge created by clause 4.1.14 into a fixed charge as regards any property or assets specified in the notice if:

- 5.1.1 A Termination Event has occurred and is continuing; or
- 5.1.2 the Security Trustee considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
- 5.1.3 the Security Trustee considers that it is desirable in order to protect the priority of the security created under this Deed.

5.2 If, without the prior written consent of the Security Trustee:

- 5.2.1 any steps are taken for any of the Charged Property to become subject to any security in favour of any other person; or
- 5.2.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or

- 5.2.3 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 an Obligor,

the floating charge created under clause 4.1.14 by the relevant Obligor will automatically be converted (without notice) with immediate effect into a fixed charge in respect of the relevant Floating Charge Property.

- 5.3 The floating charge created under this Deed shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 1986 (or anything done with a view to obtaining such a moratorium) in respect of an Obligor.

## **6 NEGATIVE PLEDGE**

- 6.1 No Obligor shall create or permit to subsist any security over any of the Charged Property, other than as expressly permitted under the Loan Note Documents.
- 6.2 No Obligor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, discount, factor, transfer, assign, lease, lend or otherwise dispose of any of the Charged Property, other than in the ordinary course of business.

## **7 PERFECTION OF SECURITY**

### **7.1 Deposit of Title Documents**

Immediately following the execution of this Deed (or, if later, the date of acquisition of the relevant Charged Property), each Obligor shall deposit with the Security Trustee:

- 7.1.1 all deeds and documents of title relating to the Charged Property;
- 7.1.2 all Insurance Policies to which that Obligor is entitled to possession;
- 7.1.3 all certificates relating to the Investments together with stock transfer forms executed in blank; and
- 7.1.4 all other documents as the Security Trustee (acting reasonably) may from time to time require for perfecting its title to the Investments or for vesting or enabling it to vest the Investments in itself or its nominees or in any purchaser.

### **7.2 Notices of Assignment**

Each Obligor shall, on the date of this Deed (and within five Business Days of obtaining any Insurance Policy, opening of any bank account or executing any Material Contract after the date of this Deed):

- 7.2.1 give notice in the form set out in Schedule 3 (*Form of Notice of Assignment to Contract Counterparty*) to each person with whom that Obligor has entered into a Material Contract and shall use all reasonable endeavours to procure that each addressee of such notice promptly provides an acknowledgement to the Security Trustee in the form set out in Schedule 3 (*Form of Acknowledgement from Contract Counterparty*);



7.2.2 give notice in the form set out in of Schedule 4 (*Form of Notice of Assignment to Insurers*) to each insurer with whom that Obligor has an Insurance Policy of the assignment and shall use all reasonable endeavours to procure that each addressee of such notice will promptly provide an acknowledgement to the Security Trustee in the form set out in Schedule 4 (*Acknowledgement and Undertaking*); and

7.2.3 give notice in the form set out in Schedule 5 (*Form of Notice of Assignment to Account Bank*) to each bank at which an Account is held and shall use all reasonable endeavours to procure that each such bank will promptly provide an acknowledgement to the Security Trustee in the form set out in Schedule 5 (*Form of Account Bank Acknowledgement*).

### 7.3 Registration of Intellectual Property Rights

Each Obligor shall, if requested by the Security Trustee, execute all such documents and do all acts that the Security Trustee may reasonably require to record the interest of the Security Trustee in any registers relating to any registered Intellectual Property Rights.

### 7.4 Land Registry disposal restriction

In respect of any Real Property or part of or interest in any Real Property title to which is registered at the Land Registry (or any unregistered land subject to first registration), each Obligor shall apply or consent to an application being made to the Chief Land Registrar to enter the following restriction on the Register of Title for such Real Property:

*"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Deed dated [●] in favour of [●] referred to in the charges register."*

## 8 FURTHER ASSURANCE

8.1 Each Obligor shall, at its own expense, promptly take whatever action the Security Trustee may require for:

8.1.1 creating, perfecting or protecting the security intended to be created by this Deed;

8.1.2 facilitating the realisation of any of the Charged Property; or

8.1.3 facilitating the exercise of any right, power or discretion exercisable by the Security Trustee or any Receiver (or any delegates or sub-delegates) in respect of any of the Charged Property,

including the execution of any security or other document (in such form as the Security Trustee may reasonably require), the giving of any notice, order or direction and the making of any registration which the Security Trustee may think expedient.

## 9 REPRESENTATIONS

9.1 Each Obligor represents and warrants to the Security Trustee, on the date of this Deed and on each date during the Security Period by reference to the facts and circumstances then existing that:



- 9.1.1 the Charged Property is, or when acquired will be, legally and beneficially owned by it free of any security other than security created by this Deed or any security permitted under the Loan Note Documents;
- 9.1.2 this Deed creates the security which it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise;
- 9.1.3 the obligations expressed to be assumed by it in this Deed are legal, valid and binding and enforceable obligations;
- 9.1.4 the Investments are fully paid and are not subject to any option to purchase or similar right; and
- 9.1.5 for the purposes of the EU Regulation, its centre of main interests (as that expression is used in Article 3(1) of the EU Regulation, is situated in England and Wales and it has no other "establishment" (as that term is used in Article 2(h) of the EU Regulation) in any other jurisdiction.

## **10 UNDERTAKINGS**

Each Obligor covenants and agrees with the Security Trustee that it will, during the Security Period:

### **10.1 Charged Property generally**

- 10.1.1 provide the Security Trustee with all information which it may reasonably request in relation to the Charged Property;
- 10.1.2 duly and punctually pay all rates, rents, taxes and other outgoings owed by it in respect of the Charged Property;

### **10.2 Property matters**

- 9.2.4 indemnify each Secured Party against any loss or liability which:
  - (a) that Secured Party incurs as a result of any actual or alleged breach of any Environmental Law by any person; and
  - (b) would not have arisen if a Loan Note Document had not been entered into,
 unless it is caused by that Secured Party's gross negligence or wilful misconduct;
- 10.2.1 maintain all buildings, plant, machinery, fixtures and fittings forming part of the Charged Property in a good and substantial repair and condition and, as appropriate, in good working order;

### **10.3 Plant and Machinery**

- 10.3.1 maintain at its own expense all Plant and Machinery for the time being owned by it in good working order and condition (ordinary wear and tear excepted);
- 10.3.2 immediately on request by the Security Trustee, affix to any item of Plant and Machinery a durable notice of this Deed in such form as the Security Trustee may require;

- 10.3.3 not make any material alterations or additions to any Plant and Machinery which are reasonably likely to depreciate, jeopardise or prejudice their value or marketability;
- 10.3.4 not except with the prior written consent of the Security Trustee remove any Plant and Machinery from the Charged Property except for the purpose of maintenance pursuant to the terms of this Deed;

#### 10.4 Insurance

- 10.4.1 procure that the Security Trustee is named as co-insured under each of the Insurance Policies (other than public liability and third party liability insurances) but without liability on the part of the Security Trustee or any other Secured Party for any premium in relation to those Insurance Policies;
- 10.4.2 use all reasonable endeavours to ensure that the Security Trustee receives copies of the Insurance Policies, receipts for the payment of premiums for insurance and any information in connection with the insurances and claims under them which the Security Trustee may reasonably require;

#### 10.5 Receivables

- 10.5.1 deal with the Receivables in accordance with any directions given in writing from time to time by the Security Trustee and, in the absence of such directions, hold the Receivables on trust for the benefit of the Security Trustee;
- 10.5.2 after the security created under this Deed becomes enforceable, comply with any notice served by the Security Trustee on any Obligor prohibiting that Obligor from withdrawing all or any monies from time to time standing to the credit of its accounts with any bank, financial institution or other person, except with the prior written consent of the Security Trustee;
- 10.5.3 if called upon so to do by the Security Trustee, execute a legal assignment of the Receivables to the Security Trustee in such terms as the Security Trustee may require and give notice thereof to the debtors from whom the Receivables are due, owing or incurred;
- 10.5.4 deliver to the Security Trustee such information as to the amount and nature of its Receivables as the Security Trustee may from time to time reasonably require;

#### 10.6 Investments

- 10.6.1 promptly pay all calls or other payments which may become due in respect of the Investments;
- 10.6.2 at the request of the Security Trustee, procure all consents, waivers and approvals which are necessary, under the articles of association of any Issuer or otherwise, for the transfer of the Investments to the Security Trustee or its nominee or to a purchaser upon the enforcement of this Deed and to procure the amendment of the share transfer provisions of each Issuer's articles of association in such manner as the Security Trustee may require in order to permit such a transfer;

10.6.3 if so requested by the Security Trustee:

- a) instruct any clearance system to transfer any investment held by it for an Obligor or its nominee to an account of the Security Trustee or its nominee with that clearance system; and
- b) take whatever action the Security Trustee may request for the dematerialisation or re-materialisation of any Investment held in a clearance system;

10.6.4 without prejudice to the above, permit the Security Trustee, at the expense of the Obligors, to take whatever action it deems necessary for the dematerialisation or re-materialisation of any Investment;

10.6.5 until the security created under this Deed becomes enforceable, be entitled to:

- a) receive and retain all dividends, distributions and other moneys paid on or derived from the Investments; and
- b) exercise all voting and other rights and powers attaching to the Investments provided that it must not do so in a manner which is prejudicial to the interests of the Security Trustee under this Deed;

10.6.6 after the security created under this Deed becomes enforceable:

- a) hold all dividends, distributions and other moneys paid on or derived from the Investments on trust for the Security Trustee and pay the same immediately upon receipt into the Account; and
- b) comply and procure that its nominees comply with any directions from the Security Trustee concerning the exercise of all voting and other rights and powers attaching to the Investments;

10.6.7 at any time after the security created under this Deed becomes enforceable, permit the Security Trustee to complete the instrument(s) of transfer for the Investments on behalf of the Obligors in favour of itself or such other person as it may select;

## 10.7 Material Contracts

10.7.1 not, without the prior written consent of the Security Trustee, amend or waive any term of any Material Contract, terminate any Material Contract or release any other party from its obligations under any Material Contract;

10.7.2 duly perform its obligations under each Material Contract, notify the Security Trustee of any material default by it or any other party under any Material Contract and not take any action which would reduce or impede recoveries in respect of any Material Contract;

10.7.3 provide to the Security Trustee, as soon as practicable upon receipt, copies of all notices which it may from time to time receive from any other party to any Material Contract;

## 10.8 Centre of Main Interests

not, without the prior written consent of the Security Trustee, 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;

## 11 ENFORCEMENT OF SECURITY

### 11.1 Enforcement

The security created under this Deed shall become immediately enforceable if a Termination Event has occurred and is continuing.

### 11.2 Powers on enforcement

At any time after the security created under this Deed becomes enforceable, the Security Trustee may, without notice to the Obligors and whether or not it has appointed a Receiver, exercise:

11.2.1 all or any of the powers, authorities and discretions conferred on mortgagees by the LPA 1925 (as varied or extended by this Deed);

11.2.2 all of the powers conferred on the holder of a qualifying floating charge (as defined in the Insolvency Act 1986) by the Insolvency Act 1986; and

11.2.3 all or any of the powers conferred by this Deed.

### 11.3 No Liability as Mortgagee in Possession

Neither the Security Trustee nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission for which a mortgagee in possession might otherwise be liable.

## 12 POWERS OF THE SECURITY TRUSTEE

### 12.1 Extension of Powers

The power of sale conferred on the Security Trustee and on any Receiver by this Deed shall operate as a variation and extension of the statutory power of sale under section 101 of the LPA 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Deed.

### 12.2 Restrictions

Sections 93 and 103 of the LPA 1925 shall not apply to this Deed.

### 12.3 Power of Leasing

At any time after the security created by this Deed becomes enforceable, the Security Trustee may lease or make arrangements to lease, at a premium or otherwise, and accept surrenders of leases without any restriction and in particular without the need to comply with any restrictions imposed by sections 99 and 100 of the LPA 1925.

**12.4 Discretion**

Any liberty or power which may be exercised or any determination which may be made hereunder by the Security Trustee or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

**12.5 Delegation**

Each of the Security Trustee and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise of such power, authority or discretion by the Security Trustee or the Receiver itself or any subsequent delegation or revocation thereof.

**12.6 Investigations**

Following the occurrence of a Termination Event which is continuing the Security Trustee 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 Security Trustee in connection with such investigations shall be payable by the Obligors and each Obligor consents to the provision by the Security Trustee of all information in relation to that Obligor which the Security Trustee provides to any person in relation to the preparation of any such report.

**12.7 Power to Remedy**

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

**13 APPOINTMENT OF RECEIVER****13.1 Appointment and Removal**

At any time after the security created under this Deed becomes enforceable, or if requested to do so by the Obligors, the Security Trustee may (by deed or otherwise and acting through its authorised officer):

- 13.1.1 appoint one or more persons jointly or severally to be a Receiver of the whole or any part of the Charged Property;
- 13.1.2 remove (so far as it is lawfully able) any Receiver so appointed; and
- 13.1.3 appoint another person as an additional or replacement Receiver.

**13.2 Restrictions on appointment**

- 13.2.1 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.

13.2.2 The Security Trustee 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 to the Insolvency Act 1986.

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

### 13.3 Capacity of Receivers

Each Receiver shall be:

13.3.1 an agent of the Obligors. The Obligors shall be solely responsible for the Receiver's contracts, engagements, acts, omissions, defaults, losses and liabilities and for the payment of the Receiver's remuneration; and

13.3.2 entitled to remuneration for his services at a rate to be fixed by the Security Trustee from time to time (without being limited to the maximum rate specified in section 109(6) of the LPA 1925).

## 14 POWERS OF RECEIVER

### 14.1 General Powers

Every Receiver shall have all the powers:

14.1.1 conferred by the LPA 1925 on mortgagors and on mortgagees in possession and receivers appointed under that Act;

14.1.2 set out in Schedule 1 to the Insolvency Act 1986 and, in the case of an administrator, Schedule B1 to the Insolvency Act 1986; and

14.1.3 conferred from time to time on receivers by statute.

### 14.2 Additional Powers

In addition to the powers referred to in clause 14.1 (*General Powers*) a Receiver shall have the power, at the cost of the Obligors and either in his own name or in the name of the Obligors or (with the written approval of the Security Trustee) in the name of the Security Trustee:

14.2.1 to take possession of, collect and get in all or any part of the Charged Property;

14.2.2 to carry on, manage or concur in carrying on and managing all or any part of the business of the Obligors in any manner he thinks fit;

14.2.3 to borrow or raise money and secure the payment of any money in priority to the charges created by this Deed for the purpose of exercising his powers and/or defraying any costs or expenses incurred by him in such exercise;

14.2.4 to sell, let, lease or concur in selling, letting or leasing and to vary the terms or determine, surrender and to accept surrenders of leases or tenancies of or grant options or licences over all or any part of the Charged Property in any manner and on



such terms as he thinks fit. The consideration for any such transaction may consist of cash or of shares or securities or other obligations (and the amount of such consideration may be dependent on profit or turnover or be determined by a third party) and may be payable in a lump sum or in instalments;

- 14.2.5 to sever any fixtures (including trade and tenants fixtures) from the property of which they form part, without the consent of the Obligors;
- 14.2.6 to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Charged Property, including, without limitation, all voting and other rights attaching to the Investments;
- 14.2.7 to make and effect all repairs, renewals, improvements, and insurances, commence and/or complete any building operation and/or apply for and maintain any planning permission, building regulation approval or other authorisation in each case as he thinks fit;
- 14.2.8 to redeem any prior security in respect of all or any of the Charged Property and to settle and pass the accounts of the holder of such prior security and any accounts so settled and passed will, in the absence of manifest error, be conclusive and binding on the Obligors. All moneys paid to the holder of such security in accordance with such accounts shall form part of the Secured Obligations;
- 14.2.9 to promote the formation of subsidiaries of the Obligors for the purpose of purchasing, leasing, licensing or otherwise acquiring interests in all or any of the assets of the Obligors and to arrange for any such subsidiaries to trade or cease to trade on such terms as the Receiver thinks fit;
- 14.2.10 to take such proceedings and to settle, adjust, refer to arbitration, compromise and/or arrange any claim, account or demand which the Security Trustee or the Receiver may think fit;
- 14.2.11 to appoint managers, officers, agents, accountants and workmen at such salaries and for such periods as the Receiver may determine and to discharge any person appointed by the Obligors;
- 14.2.12 to exercise in relation to all or any part of the Charged Property all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Charged Property;
- 14.2.13 lend money or advance credit to any customer of the Obligors;
- 14.2.14 give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Charged Property;
- 14.2.15 let any Charged Property for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Charged Property on any terms which he thinks fit; and/or
- 14.2.16 to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise expedient for or incidental or conducive to the preservation, improvement or realisation of the Charged Property.

**15 APPLICATION OF MONEYS**

15.1 All moneys received or recovered by the Security Trustee or any Receiver pursuant to this Deed shall be applied in the following order:

15.1.1 first, in satisfaction of, or provision for, all costs, charges and expenses incurred by the Security Trustee or any Receiver and the payment of the remuneration of any Receiver;

15.1.2 second, in or towards satisfaction of the Secured Obligations; and

15.1.3 third, any surplus shall be paid to the relevant Obligor or any other person entitled thereto.

This clause is subject to the payment of any claims having priority over the security created under this Deed and to the terms of the Intercreditor Agreement. This clause does not prejudice the right of the Security Trustee to recover any shortfall from the Obligors.

15.2 Only money actually paid by the Receiver to the Security Trustee shall be capable of being applied in or towards the satisfaction of the Secured Obligations and the Obligors shall have no rights in respect of the application by the Security Trustee of any sums received, recovered or realised by the Security Trustee under this Deed.

15.3 Avoidance of Payments

If the Security Trustee reasonably considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Obligors under this Deed and the security created under this Deed shall continue and such amount shall not be considered to have been irrevocably paid.

**16 PROTECTION OF PURCHASERS**

16.1 Receipts

The receipt of the Security Trustee or its delegate or any Receiver shall be conclusive discharge to a purchaser in any sale or disposal of any of the Charged Property.

16.2 Protection of Purchasers

No purchaser or other person dealing with the Security Trustee or its delegate or any Receiver shall be bound to enquire whether the right of the Security Trustee or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any notice to the contrary, or be concerned to see whether any such delegation by the Security Trustee shall have lapsed for any reason or have been revoked.

**17 POWER OF ATTORNEY**

17.1 Appointment

Each Obligor irrevocably appoints the Security Trustee, each person to whom the Security Trustee shall from time to time have delegated the exercise of the power of attorney conferred by this clause and any Receiver jointly and severally to be its attorney and in its name and on its behalf to execute, deliver and perfect all documents and to do all things which the attorney may consider to be required or desirable for:



17.1.1 carrying out any obligation imposed on that Obligor by this Deed (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Property) in circumstances where the Obligor has failed to carry out that obligation; and

17.1.2 enabling the Security Trustee and any Receiver to exercise any of the powers conferred on them by or pursuant to this Deed or by law.

## 17.2 Ratification

Each Obligor ratifies and confirms to agree to ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

## 18 PRESERVATION OF SECURITY AND GUARANTEE

### 18.1 Continuing Security and Guarantee

The security and guarantee created under this Deed will be a continuing security and guarantee for the ultimate balance of the Secured Obligations notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations.

18.2 If any discharge, release or arrangement (whether in respect of the obligations of an Obligor or any security for these obligations or otherwise) is made by the Security Trustee in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Obligors under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

### 18.3 Waiver of defences

The obligations of the Obligors 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 the Security Trustee). This includes:

18.3.1 any time or waiver granted to, or composition with, any person;

18.3.2 any release of any person under the terms of any composition or arrangement;

18.3.3 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 person;

18.3.4 any non-presentation, non-observance of any formality or other requirements in respect of any instrument or any failure to realise the full value of any security;

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

18.3.6 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) of a Loan Note Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Loan Note Document or other document or security;

18.3.7 any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Loan Note Document or any other document or security or the failure by person to enter into or be bound by any Loan Note Document; or

18.3.8 any insolvency or similar proceedings.

#### 18.4 Obligor Intent

Without prejudice to the generality of clause 18.3 (*Waiver of defences*), each Obligor expressly confirms that it intends that the security and guarantee created under this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Loan Note Documents and/or any facility or amount made available under any of the Loan Note Documents.

#### 18.5 Immediate recourse

Each Obligor waives any rights it may have of first requiring the Security Trustee (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person or file any proof or claim in any insolvency, administration, winding-up or liquidation proceedings relative to any other person before claiming from the Obligors under this Deed. This waiver applies irrespective of any law or any provision in any agreement to the contrary.

#### 18.6 Financial collateral

18.6.1 For the purposes of this clause, the expressions "financial collateral arrangement", "financial collateral" and "financial instrument" have the meaning given to them by the Financial Collateral Arrangements (No.2) Regulations 2003 (Amendment) Regulations 2009.

18.6.2 This Deed constitutes a financial collateral arrangement. Any part of the Charged Property that constitutes financial collateral may be appropriated by the Security Trustee at any time after a Termination Event occurs and is continuing.

18.6.3 If the Security Trustee exercises its power of appropriation:

- a) any Charged Property that consists of a financial instrument shall be valued as the cash payment which the Security Trustee would have received on a disposal of that Charged Property for immediate payment; and
- b) any Charged Property that consists of a balance on an account shall be valued as the amount standing to the credit of that account, together with any accrued interest not credited to the account at the time of the appropriation.

18.6.4 The exercise of any right of appropriation shall not prejudice or affect any other right or remedy available in respect of the remainder of the Charged Property or any Secured Obligations that remain unpaid.

#### 18.7 Appropriations

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

18.7.1 refrain from applying or enforcing any other monies, security or rights held or received by the Security Trustee (or any trustee or agent on its behalf) against those accounts; or apply and enforce them 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

18.7.2 hold in an interest-bearing suspense account any moneys received from the Obligors or on account of the Obligor's liability under this Deed.

#### 18.8 Additional security

18.8.1 This Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by the Security Trustee.

18.8.2 No prior security held by the Security Trustee (in its capacity as such or otherwise) over any Charged Property will merge into the security created under this Deed.

#### 18.9 Non-competition

Unless:

18.9.1 all amounts which may be or become payable by the Obligors under or in connection with the Loan Note Documents have been irrevocably paid in full; or

18.9.2 the Security Trustee otherwise directs,

no Obligor will, after a claim has been made or by virtue of any payment or performance by it under this Deed:

- a) be subrogated to any rights, security or moneys held, received or receivable by any Secured Party (or any trustee or agent on its behalf);
- b) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of that Obligor's liability under this clause;
- c) be entitled to bring legal or other proceedings for an order requiring any Obligor to make payment, or perform any obligation in respect of which the Guarantor has given a guarantee, undertaking or indemnity under this Deed;
- d) claim, rank, prove or vote as a creditor of any Obligor or its estate in competition with any Secured Party (or any trustee or agent on its behalf); or
- e) receive, claim or have the benefit of any payment, distribution or security from or on account of any Obligor, or exercise any right of set-off as against any Obligor.

The Obligors must hold in trust for and must immediately pay or transfer to the Security Trustee for the Secured Party any payment or distribution or benefit of security received by it contrary to this clause or in accordance with any directions given by the Security Trustee under this clause.

18.10 This deed is in addition to and is not prejudiced by any other guarantee or security now or subsequently held by the Security Trustee.

**19 SET OFF**

In addition to any general lien or similar rights to which it may be entitled by operation of law, the Security Trustee may at any time and without notice to the Obligors combine or consolidate all or any of the Obligors' then existing accounts with any liabilities to the Security Trustee and set off or transfer any sum or sums standing to the credit of any one of more of such accounts in or towards satisfaction of the Secured Obligations.

**20 NEW ACCOUNTS**

- 20.1 If the Security Trustee at any time receives or is deemed to have received notice of any subsequent security affecting all or any part of the Charged Property it may open a new account or accounts with an Obligor.
- 20.2 If the Security Trustee does not open a new account or accounts it shall nevertheless be treated as if it had done so as at the time when it received or was deemed to have received such notice.
- 20.3 As from such time all payments made to the Security Trustee shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount of the Secured Obligations.

**21 EXPENSES AND INDEMNITY****21.1 Expenses**

The Obligors shall, from time to time on demand of the Security Trustee, pay or reimburse the Security Trustee on a full indemnity basis for all costs and expenses (including legal fees) together with any VAT or similar taxes thereon incurred by it in connection with the perfection and enforcement of this Deed. Such costs and expenses shall form part of the Secured Obligations and shall carry interest from the date of such demand until so paid or reimbursed at the rate of 10% per annum.

**21.2 Indemnity**

The Obligors shall, notwithstanding any release or discharge of all or any part of the security created under this Deed, indemnify the Security Trustee, its agents, attorneys and any Receiver against any action, proceeding, claim, loss, liability and cost which it may sustain:

21.2.1 in the exercise (or purported exercise) of any of the rights, powers or discretions vested in them by this Deed (or by law); and/or

21.2.2 in connection with or otherwise relating to this Deed or the Charged Property.

**22 CHANGES TO PARTIES****22.1 Assignment and disclosure of information**

The Security Trustee may assign and transfer all or any of its rights and obligations under this Deed. The Security Trustee shall be entitled to disclose such information concerning the Obligors and this Deed as the Security Trustee considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

## 22.2 Additional Obligors

22.2.1 The Company may request that any of its wholly owned Subsidiaries become an Additional Obligor. That Subsidiary shall become an Additional Obligor if:

- a) the Company delivers to the Security Trustee a duly completed and executed Accession Deed; and
- b) the Security Trustee has received all of the documents and other evidence listed in Part B of Schedule 6 (*Additional Obligors*) in relation to that Additional Obligor, each in form and substance satisfactory to the Security Trustee.

22.2.2 The Security Trustee shall notify the Company promptly upon being satisfied that it has received (in form and substance satisfactory to it) all the documents and evidence listed in Part B of Schedule 6 (*Additional Obligors*).

22.2.3 With effect from the date of notification by the Security Trustee under clause 22.2.2 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 Additional Obligor.

## 22.3 Release of Obligors' right of contribution

If any Obligor (a "**Retiring Obligor**") ceases to be an Obligor for any reason:

- a) that 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 Obligations; and
- b) each other Obligor waives any rights it may have by reason of the performance of the Secured Obligations to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Security Trustee or of any other security taken pursuant to, or in connection with, in relation to the Secured Obligations where such rights or security are granted by or in relation to the assets of the Retiring Obligor; and
- c) the Obligors (other than the Retiring Obligor) will continue to be bound by this Deed which will remain a continuing Security.

## 23 MISCELLANEOUS

### 23.1 No Deductions

All payments to be made to the Security Trustee under this Deed shall be made in freely available funds and shall be made clear of and without deduction for or on account of tax. If an Obligor is required by law to make a tax deduction, the sum payable by the Obligors shall be increased to the extent necessary to ensure that, after the making of such deduction, the recipient of such sum receives and retains a net sum equal to the sum which it would have received and retained had no such deduction been made or required to be made.

**23.2 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.

**23.3 No Liability**

23.3.1 None of the Security Trustee, its delegate(s) nominee(s) or any Receiver 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.

23.3.2 The Security Trustee will not be required in any manner to perform or fulfil any obligation of the Obligors, 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.

23.3.3 The Security Trustee shall not be liable either to the Obligors or to any other person by reason of the appointment of a Receiver or for any other reason.

23.3.4 Neither the Security Trustee nor the Receiver will be in any way liable or responsible to the Obligors for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

**23.4 Partial invalidity**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired. If any part of the security intended to be created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

**23.5 Certificates**

Any certificate of the Security Trustee specifying any amount due from the Obligors is, in the absence of manifest error, conclusive evidence of such amount.

**23.6 Release**

At the end of the Security Period, the Security Trustee must, at the request and cost of the Obligors, take whatever action is reasonably necessary to release the Charged Property from the security created under this Deed and re-assign any Charged Property assigned under this Deed.

**24 NOTICES**

24.1 Subject to clause 24.2, Condition 8 of the Loan Note Instrument is incorporated into this Debenture as if set out in full in this Debenture.

24.2 Any notices from or to an Obligor may be sent by or to the Security Trustee directly, rather than through the Agent.



**25 COUNTERPARTS**

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

**26 GOVERNING LAW**

This Deed and any non-contractual obligation arising in connection with it are governed by English law.

**27 JURISDICTION****27.1 English Courts**

The courts of England have exclusive jurisdiction to settle any disputes (a "**Dispute**") arising out of, or connected 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 it.

**27.2 Convenient Forum**

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.

**27.3 Exclusive Jurisdiction**

This clause 27 is for the benefit of the Secured Parties only. As a result no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

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

**SCHEDULE 1  
THE OBLIGORS**

<b>Name</b>	<b>Registered Office</b>	<b>Registration Number</b>
IGF Invoice Finance Limited		02252311
Lincoln Tradeco Limited		10078965
Lincoln Bidco Limited		10078513
Lincoln Topco Limited		10077673



**SCHEDULE 2**

**ASSETS**

**Part A**

**Accounts**

None at the date of this Deed

**Part B**

**Real Property - Registered Land**

None at the date of this Deed

**Part C**

**Real Property - Unregistered Land**

None at the date of this Deed

**Part D**

**Intellectual Property Rights**

None at the date of this Deed

**Part E****Shares**

Lincoln Topco Limited (company number 10077673)	1 ordinary share of £1 in Lincoln Bidco Limited (company number: 10078513)
Lincoln Bidco Limited (company number 10078513)	1 ordinary share of £1 in Lincoln Tradeco Limited (company number: 10078965)
Lincoln Bidco Limited (company number 10078513)	3,291,295 ordinary shares of £1 each in IGF Invoice Finance Limited (company number: 02252311)

**Part F****Material Contracts**

None at the date of this Deed

**SCHEDULE 3**  
**FORM OF NOTICE OF ASSIGNMENT TO CONTRACT COUNTERPARTY**

To: [Counterparty to Material Contract]

Date: [•]

Dear Sirs

We give notice that pursuant to a debenture dated [•] we have assigned to Security Trustee (the "**Security Trustee**") all our right, title and interest in and to [*details of Material Contract*] (the "**Contract**") including all moneys which may be payable in respect of the Contract.

With effect from your receipt of this notice:

- 1 all payments by you to us under or arising from the Contract should be made to us unless and until the Security Trustee notifies you to the contrary stating that the security has become enforceable;
- 2 all remedies provided for in the Contract or available at law or in equity are exercisable by the Security Trustee;
- 3 all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Contract and all rights to compel performance of the Contract are exercisable by the Security Trustee although we shall remain liable to perform all the obligations assumed by us under the Contract;
- 4 you are authorised and instructed, without requiring further approval from us, to disclose to the Security Trustee such information relating to the Contract as it may from time to time request and to send it copies of all notices issued by you under the Contract to the Security Trustee at [*address*] marked for the attention of [*addressee*] as well as to us;
- 5 we may not initiate or agree to any amendment to, waive any obligation under or agree to any termination of the Contract without the prior written consent of the Security Trustee.

These instructions may not be revoked or amended without the prior written consent of the Security Trustee.

For the avoidance of doubt, the Security Trustee, its agents, any receiver or any person will not be under any obligation or liability to you under or in respect of the Contract.

This notice is governed by English law

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Trustee at the address set out in paragraph 4 of this notice.

Yours faithfully

\*\*\*\*\*  
 Authorised Signatory for and on behalf of [Obligor]

**FORM OF ACKNOWLEDGEMENT FROM CONTRACT COUNTERPARTY**

To: Security Trustee (the "**Security Trustee**")

Date: [•]

Dear Sirs

[OBLIGOR]

We acknowledge receipt of a notice dated [•] (the "**Notice**") relating to the [*details of Material Contract*] (the "**Contract**").

We:

- 1 agree to the terms set out in the Notice and to act in accordance with its terms;
- 2 confirm that we have not received any prior notice that [*Obligor*] has assigned its rights under the Contract or created any other interest (whether by way of security or otherwise) in favour of a third party; and
- 3 agree not to [exercise any right to terminate the Contract or] take any action to amend or supplement the Contract without the prior written consent of the Security Trustee.

This letter is governed by English law.

Yours faithfully

-----  
For and on behalf of

[Counterparty to Material Contract]

**SCHEDULE 4**  
**FORM OF NOTICE OF ASSIGNMENT TO INSURERS**

To: *[Insurer]*

Date: *[•]*

Dear Sirs

We refer to the *[insert details of relevant Insurance Policy and policy number]* (the “**Policy**”).

We give notice that pursuant to a debenture dated *[•]* we have assigned to Security Trustee (the “**Security Trustee**”) all our right, title and interest in and to the proceeds of the Policy.

With effect from your receipt of this notice we instruct you to:

- 1 note the interest of the Security Trustee on the Policy as loss payee and as first priority assignee of the amounts and rights; and
- 2 disclose to the Security Trustee, without further approval from us, such information regarding the Policy as the Security Trustee may from time to time request and to send it copies of all notices issued by you under the Policy.

We will remain entitled to exercise all of our rights under the Policy and you should continue to give notices under the Policy to us unless and until you receive notice from the Security Trustee to the contrary. In this event, unless the Security Trustee agrees otherwise in writing:

- 1 all amounts payable to us under the Policy must be paid to the Security Trustee; and
- 2 any of our rights in connection with those amounts will be exercisable by and notices must be given to the Security Trustee or as it directs.

We confirm that we will remain liable under the Policy to perform all the obligations assumed by us under the Policy and the Security Trustee, its agents, any receiver or any other person will not at any time be under any obligation or liability to you under or in respect of the Policy.

This letter is governed by English law.

Please acknowledge receipt of this notice and give the confirmations set out in the attached acknowledgement by signing the acknowledgement and giving the undertakings in the enclosed copy letter and returning the same to the Security Trustee at *[Address]* marked for the attention of *[addressee]*.

Yours faithfully

\*\*\*\*\*  
 Authorised signatory for and on behalf of *[Obligor]*

## ACKNOWLEDGEMENT AND UNDERTAKING

To: Security Trustee

Copy: [Obligor]

Date: [●]

Dear Sirs,

[OBLIGOR]

We confirm receipt from [Obligor] (the "**Obligor**") of a notice dated [●] of an assignment by the Obligor of all amounts payable to it in connection with the Policy and all of its rights under the Policy (as defined in that notice).

In consideration of your agreeing to the Obligor continuing its insurance arrangements with us we:

- 1 accept the instructions contained in the notice and agree to comply with the notice;
- 2 confirm that we have not received notice of any third party in those amounts and rights;
- 3 undertake to note on the Policy your interest as loss payee and as first priority assignee of those amounts and rights;
- 4 undertake to disclose to you without any reference or further authority to the Obligor any information relating to those contracts which you may at any time request; and
- 5 undertake to notify you of:
  - a) any cancellation, alteration, termination or expiry of any such insurance at least 30 days before it is due to take effect;
  - b) any default in any payment of premium or failure to renew at least 30 days before the renewal date; and
  - c) any act or omission that we are aware of which may make the Policy void, voidable or unenforceable (in whole or in part).

This letter is governed by English law.

Yours faithfully

For and on behalf of [Insurer]



**SCHEDULE 5**  
**FORM OF NOTICE OF ASSIGNMENT TO ACCOUNT BANK**

To: *[Account Bank]*

Date: [●]

Dear Sirs

We give notice that by a debenture dated [●], we have assigned and charged to *[Security Trustee]* (the "**Security Trustee**") all our right, title and interest in and to all sums which are now or may from time to time in the future stand to the credit of:

**Account Number** [●]

**Account Holder** [●]

together with all interest accrued or accruing thereto and the debts represented by those sums (the "**Account**").

We hereby irrevocably instruct and authorise you to:

- 1 credit to the Account all interest from time to time earned on the sums of money held in the Account;
- 2 disclose to the Security Trustee such information relating to the Account and the sums in the Account as the Security Trustee may, at any time and from time to time, request;
- 3 hold all sums from time to time standing to the credit of the Account to the order of the Security Trustee;
- 4 pay or release all or any part of the sums from time to time standing to the credit of the Account in accordance with the written instructions of the Security Trustee; and
- 5 comply with the terms of any written notice or instructions relating to the Account or the sums standing to the credit of the Account from time to time which you may receive at any time from the Security Trustee.

Please note we are not permitted to withdraw any amount from the Account without the prior written consent of the Security Trustee.

These instructions cannot be revoked or varied without the prior written consent of the Security Trustee.

This letter is governed by English law.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Trustee at *[Address]* marked for the attention of *[addressee]*.

Yours faithfully

\*\*\*\*\*  
 Authorised Signatory for and on behalf of *[Obligor]*

**FORM OF ACCOUNT BANK ACKNOWLEDGEMENT**

To: Security Trustee

Date: [•]

Dear Sirs

[OBLIGOR]

We acknowledge receipt of a notice (the "**Notice**") in the terms set out above and confirm that we:

- 1 have not previously received notice of any previous assignments of, charges over or trusts in respect of the Account;
- 2 have noted the restrictions imposed upon the Obligor and the authority of the Security Trustee in respect of the Account and will not act in such a way as to breach those restrictions or to ignore the authority of the Security Trustee;
- 3 will act in accordance with the terms of the Notice; and
- 4 waive all rights of set-off, combination or consolidation which we may have at any time in respect of the Account.

This letter is governed by English law.

Yours faithfully,

.....  
(Authorised signatory)

**[Account Bank]**



**SCHEDULE 6**  
**ADDITIONAL OBLIGORS**

**PART A - 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**"); and
- (2) [•], a company incorporated in [England and Wales] (company number [•]) whose registered office is at [•] (the "**Security Trustee**"),
- (3) [•], a company registered in [England and Wales] (company number [•]) whose registered office is at [•] (the "**Original Obligor**"),

and is supplemental to a debenture dated [•] between [•] (the "**Guarantee and Debenture**").

This Deed witnesses as follows:

- 1 Terms defined in the Guarantee and Debenture have the same meaning when used in this Deed unless given a different meaning in this Deed.
- 2 The Acceding Obligor confirms that it has been supplied with a copy of the Guarantee and Debenture and that it is a Subsidiary of [•].
- 3 The Acceding Obligor agrees to be bound by the terms of the Guarantee and Debenture as an Obligor and shall be party to the Guarantee and Debenture with effect from the date of this Deed as an Obligor as if it were named in the Guarantee and Debenture as an Obligor (but so that the security created on this accession will be created on the date of this Deed).
- 4 Without prejudice to the generality of paragraph 3 above:
  - (a) all security created under this Deed is in favour of the Security Trustee and is security for the payment, discharge and performance of the Secured Obligations; and
  - (b) all security created under this Deed is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- 5 The fact that no or incomplete details of any asset are inserted in the schedule to this Deed does not affect the validity of the security created by this Deed.
- 6 If the Acceding Obligor assigns an agreement under this Deed and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained:
  - a) the Acceding Obligor must notify the Security Trustee immediately;
  - b) [the assignment or charge will not take effect until that consent is obtained;]
  - c) unless the Security Trustee otherwise requires, the Acceding Obligor must use all reasonable endeavours to obtain the consent as soon as practicable; and

- d) the Acceding Obligor must promptly supply the Security Trustee with a copy of the consent obtained by it.
- 7 The Acceding Obligor confirms that:
- (a) it is a [limited liability company] incorporated under the laws of [England and Wales];
  - (b) no Termination Event is continuing or would occur as a result of it becoming an Additional Obligor; and
  - (c) each of the representations set out in clause 9 (*Representations*) of the Guarantee and Debenture are true and correct as at the date of this Deed as if made by reference to it, this Deed and the facts and circumstances then existing.
- 8 The [Original Obligor] [for itself and] as agent for the [other] Obligors under the Guarantee and Debenture, agrees to all matters provided for in this Deed.
- 9 The Guarantee and Debenture continues in full force and effect and the Guarantee and Debenture and this Accession Deed shall be read and construed as one document.
- 10 The provisions of Clauses 23.4 (*Partial invalidity*), 25 (*Counterparts*) and 27 (*Jurisdiction*) of the Guarantee and Debenture apply to this Deed as if set out in full in this Deed but as though references to the Guarantee and Debenture were references to this Deed.
- 11 A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- 12 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

This Deed was executed and delivered as a deed on the date written above.

**SCHEDULE TO ACCESSION DEED**

*[List any specific assets secured]*

**SIGNATORIES (TO DEED OF ACCESSION)****The Acceding Obligor**

SIGNED as a DEED by )

[ ] )

\*\*\*\*\*

acting by a director in the presence of: ) Director

Signature of witness

Name

\*\*\*\*\*

(in BLOCK CAPITALS)

\*\*\*\*\*

Address

\*\*\*\*\*

\*\*\*\*\*

\*\*\*\*\*

Occupation

**The [each Original Obligor]**

SIGNED as a DEED by )

[ ] )

\*\*\*\*\*

acting by a director in the presence of: ) Director

Signature of witness

Name

\*\*\*\*\*

(in BLOCK CAPITALS)

\*\*\*\*\*

Address

\*\*\*\*\*

\*\*\*\*\*

\*\*\*\*\*

Occupation

**The Security Trustee**

[ ]

By:

## SIGNATORIES

## THE OBLIGORS

EXECUTED as a DEED by )

LINCOLN TOPCO LIMITED )

acting by a director in the presence of: ) Director

) Print name: J. N. ONSLOW

Signature of witness

Print name (in BLOCK CAPITALS): SARAH NORTH

Address:

Shoosmiths LLP  
Thames Valley Office

Apex Plaza

Forbury Road

Reading

Berks

RG1 1SH

Dx 117879

Occupation:

Reading (Apex Plaza)

Tel: 08700 868800

EXECUTED as a DEED by )

LINCOLN BIDCO LIMITED )

acting by a director in the presence of: ) Director

) Print name: J. N. ONSLOW

Signature of witness

Print name (in BLOCK CAPITALS): SARAH NORTH

Address:

Shoosmiths LLP  
Thames Valley Office

Apex Plaza

Forbury Road

Reading

Berks

RG1 1SH

Dx 117879

Occupation:

Reading (Apex Plaza)

Tel: 08700 868800

EXECUTED as a DEED by )

LINCOLN TRADECO LIMITED )

acting by a director in the presence of: ) Director

) Print name: J. R. ONSLOW

Signature of witness

Print name (in BLOCK CAPITALS):

SARAH NORTH

Address:

Shoosmiths LLP

Thames Valley Office

Apex Plaza

Forbury Road

Reading

Berks

RG1 1SH

Dx 117879

Occupation:

Reading (Apex Plaza)

Tel: 08700 868800

EXECUTED as a DEED by )

IGF INVOICE FINANCE LIMITED )

acting by a director in the presence of: ) Director

) Print name: J. R. ONSLOW

Signature of witness

Print name (in BLOCK CAPITALS):

SARAH NORTH

Address:

Shoosmiths LLP

Thames Valley Office

Apex Plaza

Forbury Road

Reading

Berks

RG1 1SH

Dx 117879

Occupation:

Reading (Apex Plaza)

Tel: 08700 868800



**THE SECURITY TRUSTEE**

SIGNED by )

for and on behalf of )

\*\*\*\*\*

**SPRING VENTURES NOMINEES LIMITED** ) as Attorney

) Print name: \*\*\*\*\*