Companies House

MR01(ef)

Registration of a Charge

Company name: **PROACTIVE APPOINTMENTS LIMITED**

Company number: **02568476**

Received for Electronic Filing: **27/08/2019**

X8CQ708Z

Details of Charge

Date of creation: **19/08/2019**

Charge code: **0256 8476 0002**

Persons entitled: **CLOSE BROTHERS LIMITED (THE "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.

Authentication of Form

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

Authentication of Instrument

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

FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Certified by: **DAN DADSWELL**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2568476

Charge code: 0256 8476 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th August 2019 and created by PROACTIVE APPOINTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th August 2019 .

Given at Companies House, Cardiff on 28th August 2019

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

Close Brothers
Invoice Finance

DATED 19/08/2019

PROACTIVE APPOINTMENTS LIMITED (1)

and

CLOSE BROTHERS LIMITED (2)

ALL ASSETS DEBENTURE

Close Brothers
Invoice Finance

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Close Brothers
Invoice Finance

DATED 19/02/2019

PARTIES

(1) **PROACTIVE APPOINTMENTS LIMITED** (registered with the number 02568476) whose registered office is at Old Forge House, 11 Pleasant Place, Hersham, Surrey KT12 4HR (the **"Company"**);

(2) **CLOSE BROTHERS LIMITED** (registered with the number 00195626) whose registered office is at 10 Crown Place, London, EC2A 4FT and whose address for service is Ridgeland House, 165 Dyke Road, Hove, BN3 1UY, as security trustee for the Beneficiaries (in that capacity, the **"Security Trustee"**).

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

IT IS AGREED THAT:

1 DEFINITIONS AND INTERPRETATION

1.1 In this deed any words whose meaning is defined in the Receivables Financing Agreement shall have the same meaning.

1.2 In this deed the following words shall have the meaning set out after each of them:

"Act of Default" - in relation to the Company - any event set out in clause 7.1;

"Administrator" - any person appointed under Schedule B1 of the Insolvency Act 1986 to manage the Company's affairs, business and property.

"**Asset Register**" - a register in such form as the Security Trustee shall require containing details of all Specified Equipment, to include a full description, location and serial number (if any) of the relevant Specified Equipment.

"Associated Rights" - has the same meaning as in the Receivables Financing Agreement.

"Beneficiaries" - the Original Beneficiaries together with any other party who accedes to the Security Trust Deed as a Beneficiary from time to time (each a **"Beneficiary"**).

"Charged Assets" - the property the subject matter of any Supplemental Charge or any mortgage and/or charge (or any part thereof, if the context so allows) created by or pursuant to this deed.

"Close Group" - Close Brothers Group Plc and each of its Subsidiaries from time to time.

"Company's Group" - the Company and each of its Subsidiaries from time to time.

"Debt" - has the same meaning as in the Receivables Financing Agreement.

"Encumbrance" - any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, flawed asset agreement, preferential right, trust arrangement or other security arrangement, whether by law or agreement.

"Enforcement Date" – the date on which:

(a) the Security Trustee receives from any person notice of intention to appoint an Administrator; or

(b) the Company requests the Security Trustee to appoint an Administrator or any Receiver in respect of the Company; or

(c) a petition is filed for the appointment of an Administrator in respect of the Company; or

(d) an application is made for the appointment of an Administrator in respect of the Company; or

(e) an application is made for an administration order in respect of the Company; or

(f) an Administrator is appointed in relation to the Company; or

(g) a winding up order has been made or a resolution for winding up has been passed or a provisional liquidator has been appointed in respect of the Company.

"Environmental Laws" - all laws, directions and regulations and all codes of practice, circulars and guidance notes issued by any competent authority or agency (whether in the United Kingdom or elsewhere and whether or not having the force of law) concerning the protection of the environment or human health, including without limitation the conservation of natural resources, the production, storage, transportation, treatment, recycling or disposal of any waste or any noxious, offensive or dangerous substance or the liability of any person, whether civil or criminal, for any damage to or pollution of the environment or the rectification thereof or any related matters.

"Environmental Licence" - any permit, licence, authorisation, consent or other approval required by any Environmental Law.

"Equipment" - machinery, equipment, furniture, furnishings, fittings and fixtures and other tangible personal property (other than Inventory), including, without limitation, data processing hardware and software, motor vehicles, aircraft, dies, tools, jigs and office equipment, together with all present and future additions thereto, all components and auxiliary parts and supplies used or to be used in connection therewith and all manuals, drawings, instructions, warranties and rights with respect thereto wherever any of the foregoing is located and any other asset which would be treated as a fixed asset under GAAP, including the Specified Equipment.

"Fixtures" - in relation to a Property, all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items attached to that Property, whether or not constituting a fixture at law.

"Finance Documents" - the Receivables Financing Agreement and all and any other agreements from time to time for the provision of any form of financing between the Company and any member of the Close Group from time to time (each a **"Finance Document"**).

"GAAP" - accounting principles and practices which are for the time being generally acceptable in the United Kingdom.

"Insolvent" - the happening of any of the following events in relation to the Company:

(a) a distress or execution being levied on or issued against any of the Charged Assets;

(b) entering or seeking to enter into any formal scheme of arrangement of its affairs or composition in satisfaction of its debts with its creditors in accordance with the Insolvency Act 1986;

(c) the Company taking any action for its winding up, dissolution or re-organisation (otherwise than for the purposes of an amalgamation or reconstruction while solvent on terms previously approved in writing by the Security Trustee) or for the appointment of a Receiver, Administrative Receiver, Administrator, trustee or similar officer to in respect of it or all or any part of its revenue or assets;

(d) a petition being presented or an order being made for the winding up of the Company;

(e) an administration order being made or applied for;

(f) a court application being made for the appointment of a Receiver or such a Receiver being appointed;

(g) a notice of intention to appoint an Administrator being given by an person or an Administrator being appointed;

(h) a meeting of creditors being called for winding up the Company or for any other purpose referred to in the Insolvency Act 1986;

(i) a statutory demand under the Insolvency Act 1986 being served;

(j) an encumbrancer taking possession of any part of the undertaking or property of the Company;

(k) entering into any informal arrangement or composition with or for the benefit of the Company's general body of creditors;

(l) being unable to pay its debts as they become due;

(m) being deemed insolvent under the Insolvency Act 1986;

(n) taking any steps towards a Moratorium.

"Intellectual Property" - all patents (including applications, improvements, prolongations, extensions and right to apply therefor) designs (whether registered or unregistered) copyrights, design rights, trademarks and service marks (whether registered or unregistered) utility models, trade and business names, know-how, formulae, inventions, confidential information, trade secrets and computer software programs and systems (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world.

"Moratorium" - a moratorium coming into effect pursuant to Schedule A1 of the Insolvency Act 1986 or pursuant to paragraph 1A of Schedule 1 to the Insolvent Partnerships Order 1994.

"Non-Vesting Debts" - all or any Debts of the Company to be purchased by the Receivables Financier pursuant to the Receivables Financing Agreement but which fail to vest absolutely and effectively in the Receivables Financier for any reason, together with the Associated Rights to such Debts.

"Original Beneficiaries" – the parties or party (the "**Original Beneficiary**"), as the case may be, referred to in Schedule 1.

"Other Debts" - all sums due and owing or accruing due and owing to the Company whether or not on account of its trading both present and future except:

(a) Non-Vesting Debts; and

(b) any Debts whilst they remain absolutely and effectively vested in or held on trust for the Receivables Financier under the Receivables Financing Agreement and whether such vesting results from a legal or equitable assignment.

"Property" - the estate and interest of the Company in freehold and leasehold property wherever situate (other than any heritable property in Scotland) including all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same and "**Properties**" means all or any of the same, as the context requires.

"Receivables Financier" - the member of the Close Group which from time to time provides debt purchase facilities to the Company, being at the date of this Deed Close Invoice Finance Limited (registered in England with the number 935949).

"Receivables Financing Agreement" - the debt purchase agreement (if any) for the sale and purchase of Debts and/or a conditional sale agreement and/or any other type of financing agreement between the Company and the Receivables Financier including that the details of which are set out in Schedule 2.

"Receiver" - includes a receiver and/or manager not being an administrative receiver (as defined in Section 29(2) of the Insolvency Act 1986) of the Receivership Property.

"Receivership Property" - such part or parts of the Charged Assets not being the whole or substantially the whole of the Company's property and assets within the meaning of section 29(2) of the Insolvency Act 1986.

"Remittances" - cash, cheques, bills of exchange, negotiable and non-negotiable instruments, letters of credit, orders, drafts, promissory notes, electronic payments and any other instruments, methods or forms of payment or engagement.

"Secured Liabilities" - both the Secured Monies and the obligations and liabilities in clause 2.1(b).

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

(a) all monies due or payable under the Receivables Financing Agreement (if any) or any loan or other form of financing agreement or similar between the Company and any Beneficiary or by virtue of any guarantee or indemnity given by the Company to the Security Trustee and/or any Beneficiary;

(b) all advances which any Beneficiary has made or shall make to the Company;

(c) any indebtedness now or hereafter to be incurred by the Security Trustee and/or any Beneficiary for or at the request of the Company, including all monies which the Security Trustee and/or any Beneficiary shall pay or become liable to pay for or on account of the Company or any other person at the request or order of the Company or under its authority, either alone or jointly with any other person and whether or not by any of the following:

  (i) making direct advances; or

  (ii) drawing, accepting, endorsing, paying or discounting any Remittance; or

  (iii) entering into any bond, guarantee, indemnity or letter of credit; or

  (iv) confirming orders; or

  (v) otherwise accepting any other liability for or on behalf of the Company;

(d) all monies which the Security Trustee and/or any Beneficiary can charge to the Company and all costs charges and expenses incurred by the Security Trustee and/or any Beneficiary following default in payment of any such monies or of breach by the Company of any of the provisions of this deed;

(e) the charges of surveyors and/or solicitors instructed by the Security Trustee and/or any Beneficiary in connection with any part of the Charged Assets;

(f) all costs and charges and expenses which the Security Trustee and/or any Beneficiary may from time to time incur in:

(i) stamping, perfecting, registering or enforcing this security; or

(ii) negotiating this deed and/or any Finance Document (or any guarantee, indemnity, priority arrangement, waiver or consent in respect of any of them); or

(iii) obtaining payment or discharge of Secured Monies; or

(iv) paying any rent, rates, taxes or outgoings for the Charged Assets; or

(v) insuring, repairing, maintaining, managing or realising any part of the Charged Assets; or

(vi) the preservation or exercise of any rights under or in connection with this deed or any attempt to do so; or

(vii) giving a discharge or release of this security; or

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

(g) all monies expended by any attorney appointed under clause 6.3 in exercising his powers;

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

"Securities" - all stocks, shares, bonds and securities of any kind whatsoever and whether marketable or otherwise and all other interests (including but not limited to loan capital) both present and future held by the Company in any person and includes all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property offered at any time by way of dividend, conversion, redemption, bonus, preference, option or otherwise in respect thereof.

"Security" - any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, flawed asset agreement, preferential right, trust arrangement or other security interest securing any obligation of the Company or any other agreement or arrangement having a similar effect.

"Security Trust Deed" - the security trust deed dated on or about the date of this Deed and made between the Security Trustee and the Original Beneficiaries pursuant to which the Security Trustee has been appointed and has agreed to hold the benefit of the Security constituted by this Deed and any subsequent Security created by the Company in favour of the Security Trustee on trust for the Beneficiaries from time to time.

"Security Trustee" - where the context permits, includes the Security Trustee's officers, delegates, agents and representatives.

"Specified Equipment" - the equipment, if any, listed in Schedule 5.

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

"Supplemental Charge" - means a charge granted or to be granted (as the case may be) pursuant to clause 6.3 of this deed, the form of which is set out in Schedule 6;

1.3 In the construction and interpretation of this deed:

(a) unless a contrary indication appears a reference to the Security Trustee shall be construed as a reference to the Security Trustee as trustee for each of the Beneficiaries;

(b) where any right, interest or title is granted or any covenant, undertaking, representation or warranty is given by the Company in favour of the Security Trustee it shall be taken as granted or given in favour of the Security Trustee as agent and trustee for the Beneficiaries and any losses suffered by the Security Trustee shall be interpreted as references to the losses of the Security Trustee and/or the Beneficiaries;

(c) any reference to any **"Beneficiary"**, "**Original Beneficiary**", "**Receivables Financier**", any member of the "**Close Group**", the **"Company's Group"**, the **"Security Trustee"** or to any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees (whether immediate or derivative) and, in the case of the Security Trustee, any replacement security trustee or (trustees) appointed in accordance with the Security Trust Deed;

(d) a reference to a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument:-

(i) as the same may have been, or may (from time to time) be, amended, replaced, supplemented, extended or restated, and

(ii) as the same may have been assigned, novated or otherwise transferred by the relevant member of the Close Group, and

(iii) where permitted by the terms of such Finance Document, as the same may have been assigned, novated or otherwise transferred by the Company;

(e) the singular shall include the plural and vice versa; reference to one gender shall include a reference to any other genders;

(f) references to persons shall be treated as including individuals, firms, partnerships, corporations, organs of government, whether local, national or supra national and any other entity recognised by law;

(g) references to any Act of Parliament shall be treated as including each Act as amended, modified or re-enacted from time to time and all rules, regulations, orders and subordinate legislation made in accordance with it;

(h) references to clauses and to Schedules are to those in this deed;

(i) where the Company has an obligation to carry out an act then it shall be fully responsible for the costs and expenses of doing so;

(j) where the Security Trustee acts in accordance with this deed the Company will indemnify the Security Trustee against all costs and expenses incurred;

(k) where any discretion is vested in a Receiver or the Security Trustee it shall be treated as an absolute discretion;

(l) each of the provisions of this deed shall be severable and distinct from one another;

(m) references to charges shall be treated as references to mortgages and charges created by this deed;

(n) references to this security shall be treated as reference to the security created by this deed;

(o) any powers given in this deed to an administrator shall apply to the fullest extent permitted by the Insolvency Act 1986;

(p) headings to clauses are for reference only and shall not affect the interpretation of this deed;

(q) the meaning of general words introduced by the word other or the word otherwise shall not be limited by reference to any preceding word or enumeration indicating a particular class of acts, matters or things.

2 COVENANT TO PAY

2.1 The Company agrees with the Security Trustee:

(a) to pay the Secured Monies, which are now or shall hereafter be due in accordance with the terms of the relevant Finance Document, transaction, Security, instrument or other obligation giving rise thereto the Company's indebtedness to the relevant Beneficiary to whom such Secured Monies are owed; and

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

3 CHARGING PROVISIONS

3.1 As security for the payment of the Secured Monies and the discharge of the Secured Liabilities, the Company with full title guarantee now gives the following mortgages and charges in favour of the Security Trustee namely:

(a) **a legal mortgage** on the Properties (if any) specified in the Schedule 3);

(b) **a legal mortgage** on all Properties (other than any Properties specified in Schedule 3) now owned by the Company or in which the Company has an interest;

(c) **a fixed charge** on all of the following assets belonging to the Company, whether in existence now or in the future:

(i) the freehold and leasehold properties of the Company not effectively mortgaged under clauses 3.1(a) or (b) including such as may hereafter be acquired;

(ii) all Fixtures in, on or attached to the property subject to the legal mortgages under clauses 3.1(a) or (b) and all spare parts, replacements, modifications and additions for or to the same;

(iii) any other freehold and leasehold property which the Company shall own together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to such property and all spare parts, replacements, modifications and additions for or to the same;

(iv) all Specified Equipment (if any) and the benefit of all contracts and warranties relating to the same;

(v) all Equipment, (other than Specified Equipment), and the benefit of all contracts and warranties relating to the same;

(vi) all goodwill, unpaid and/or uncalled capital of the Company;

(vii) all the Company's Intellectual Property;

(viii) all the Company's Securities;

(ix) all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any Subsidiary of the Company or a member of the Company's Group;

(x) all amounts realised by an administrator or liquidator of the Company, upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986;

(xi) all documents of title to any item of property which at any time and for any purpose has been or may be deposited with the Security Trustee;

(xii) the assets mentioned in the title documents referred to in (xi) above;

(xiii) any account in the name of the Company under the control of or operated in accordance with the directions of any member of the Close Group;

(xiv) any indebtedness of the Receivables Financier to the Company from time to time.

(d) **a fixed charge** on all the Company's Non-Vesting Debts, present and future;

(e) **a fixed charge** on the Company's Other Debts, present and future;

(f) the Company, with full title guarantee, hereby charges to the Security Trustee by way of first floating charge as a continuing security for the payment and discharge of the Secured Monies its undertaking and all its property, assets and rights whatsoever and wherever located both present and future (other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge pursuant to clauses 3.1(a) to (e) inclusive above, by any Supplemental Charge or otherwise pursuant to this deed) including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland.

3.2 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 apply to the floating charge in clause 3.1(f) which shall be enforceable at time on or after the Company failing to meet any demand made under clause 7 of this deed or, if earlier, the Enforcement Date, save that nothing in this deed shall cause any charge to become enforceable whilst the Company is subject to a Moratorium.

3.3 If the Security Trustee shall enforce any of the above charges and/or any Supplemental Charge then the floating charges created by this deed shall immediately and without further formality become fixed charges.

3.4 This deed shall take effect subject to the provisions of the prior Encumbrances over the Company's assets detailed in Schedule 4, except as otherwise varied by any separate deed.

3.5 So far as permitted by law and notwithstanding anything expressed or implied in this deed, if the Company:

(a) creates or attempts to create any Encumbrance over all or any of the Charged Assets without the prior written consent of the Security Trustee, or

(b) if any person levies or attempts to levy any distress, execution, sequestration or other process or does or attempts to do any diligence in execution against any of the Charged Assets,

the floating charge created by clause 3.1(f) over the property or asset concerned shall thereupon automatically without notice be converted into a fixed charge.

3.6 So far as permitted by law and notwithstanding anything expressed or implied in this deed, upon the occurrence of any event described at:

(a) clause 7.1(e); or

(b) clause 7.1(m),

the floating charges created by this deed shall, unless otherwise agreed by the Security Trustee in writing, automatically and without notice be converted into fixed charges.

3.7 Notwithstanding anything expressed or implied in this deed but without prejudice to clauses 3.5 and 3.6, the Security Trustee shall be entitled at any time by giving notice in writing to that effect to the Company to convert the floating charge over all or any part of the Charged Assets into a fixed charge as regards the assets specified in such notice.

3.8 The terms of the Finance Documents are incorporated into this deed to the extent required for any purported disposition of the Charged Assets contained in this deed to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

4 COMPANY'S OBLIGATIONS

4.1 The Company agrees with the Security Trustee, for the benefit of each Beneficiary, that, whilst this security and/or any Supplemental Charge exists, it:

(a) will deal with the Non-Vesting Debts and their Associated Rights as if they were Debts and Associated Rights purchased by the Receivables Financier under the Receivables Financing Agreement and will not bank or deal with Remittances in respect of them other than by dealing with (and accounting to the Receivables Financier for) them in accordance with (as though they were Remittances subject to) the Receivables Financing Agreement;

(b) will not sell, transfer, lease, licence or dispose of the Charged Assets subject to the floating charges herein, except by way of sale at full value in the ordinary course of its business now being carried on;

(c) will not sell, transfer, lease, license or dispose of the Charged Assets subject to the fixed charges herein nor create, attempt or agree to create or permit to subsist any Encumbrance over all or any part of them without the prior written consent of the Security Trustee;

(d) will not sell, transfer, lease, license or dispose of the Specified Equipment without the prior written consent of the Security Trustee;

(e) will at all times keep the Specified Equipment at locations owned and in the control of the Company and notified to the Security Trustee or at such other locations as may be agreed between the Security Trustee and the Company from time to time;

(f) will not move any of the Specified Equipment from the locations specified to the Security Trustee without the Security Trustee's prior written consent;

(g) will ensure that all necessary consents and waivers required by the Security Trustee are obtained from the owners of any land where the Specified Equipment is held and these will remain in full force and effect during the existence of this security;

(h) will collect the Company's Other Debts in the ordinary course of its business as agent for the Security Trustee in a proper and efficient manner and pay into such account as the Security Trustee may from time to time specify all moneys which it may receive in respect of the Other Debts forthwith on receipt, the Company acknowledging that it may not, without the prior written consent of the Security Trustee, withdraw any such moneys from such account or compromise, compound, vary, discharge, postpone or release any of the Other Debts or waive its right of action in connection therewith or do or omit to do anything which may delay or prejudice the full recovery thereof;

(i) will execute an assignment of the Company's Other Debts in favour of the Receivables Financier in such form as the Security Trustee requires, whenever the Security Trustee so demands;

(j) will not, charge, sell, discount, factor, dispose of or, except in accordance with this deed, otherwise deal with its Other Debts unless it has the prior written consent of the Security Trustee;

(k) will authorise its bankers from time to time to provide copy statements and full particulars of all the Company's accounts and facilities with them whenever requested by the Security Trustee;

(l) will provide such other information as the Security Trustee and/or any Beneficiary may reasonably request regarding the Company's affairs;

(m) will provide a copy of the Asset Register to the Security Trustee (or its nominee) on the date of this deed, will update the Asset Register on a monthly basis and provide a copy of the updated Asset Register to the Security Trustee (or its nominee) on the first Monday of each calendar month thereafter;

(n) will, immediately it becomes aware, provide the Security Trustee with details of any present or future litigation, arbitration or administrative proceedings in progress, pending or, to the knowledge of the Company, threatened against it which might have a material adverse effect on the Company's ability to perform its obligations under this deed;

(o) will permit the Security Trustee and each Beneficiary free access at all reasonable times to inspect and take copies of and extracts from the books, accounts and records of the Company and such other documents as the Security Trustee and/or any such Beneficiary may require and will provide the Security Trustee and each Beneficiary with all information and facilities which it may require;

(p) will keep all the Specified Equipment in good and substantial repair and will allow the Security Trustee and each Beneficiary free access, at all reasonable times and on reasonable notice, to view (i) the state and condition of the Specified Equipment and (ii) the Asset Register;

(q) will, immediately upon the demand of the Security Trustee, affix a plate (in a form approved by the Security Trustee) to each piece of the Specified Equipment noting the Security Trustee's interest in each such piece of Specified Equipment;

(r) will grant the Security Trustee or its solicitors on request all reasonable facilities to enable it or them to carry out, at the Company's expense, such investigation of title to the Charged Assets and enquiries about it as would be carried out by a prudent mortgagee;

(s) will use its best endeavours to detect any infringement of its rights to the Intellectual Property; if aware of such infringement, will immediately give the Security Trustee all information available to it about such infringement and will commence and diligently prosecute (or permit the Security Trustee in the name but at the expense of the Company to commence and prosecute) all proceedings necessary to prevent such infringement or to recover damages;

(t) will do everything needed to ensure that the Intellectual Property, to which the Company is or may become entitled, is valid and subsisting and remains owned by the Company and will take all such actions and proceedings as are necessary to protect such Intellectual Property; if any such Intellectual Property shall at any time lapse or become void, will do everything necessary to restore such Intellectual Property to the Company;

(u) will comply in all material respects with all laws concerning the Charged Assets and every notice, order, direction, licence, consent, permission lawfully made or given in respect of it and likewise with the requirements of any competent authority;

(v) will duly and promptly pay all monies which may become due in respect of any of the Securities, it being acknowledged by the Company that the Security Trustee shall not incur any liability whatsoever for such monies;

(w) forthwith upon the execution of this deed will deposit with the Security Trustee all certificates or documents of title in respect of the Securities, together as appropriate with duly executed instruments of transfer or assignments thereof in blank, it being acknowledged that the Security Trustee shall at any time be entitled to have any of the Securities registered either in the name of the Security Trustee or nominees selected by the Security Trustee;

(x) will ensure the delivery or payment to the Security Trustee of all stocks, shares, Securities, rights, monies or other property accruing, offered or issued at any time by way of bonus, redemption, exchange, purchase, substitution, conversion, preference, option or otherwise in respect of any Securities or the certificates or other documents of title to or representing the same, together with executed instruments of transfer or assignments in blank, it being acknowledged that the Security Trustee may arrange for any of them to be registered either in the name of the Security Trustee or nominees selected by the Security Trustee;

(y) will conduct and carry on its business and procure that each of its Subsidiaries conducts and carries on its business so that its centre of main interest for the purposes of Council Regulations (EC) No 1346/2000 of 29 May 2000 on Insolvency Proceedings including, but not limited to, its headquarter functions is located at all times within England and Wales and not move its centre of main interest to any other jurisdiction without the prior written consent of the Security Trustee at the Security Trustee's sole discretion or otherwise reduce in or divert from England and Wales the substantive management and control of its business or any of its properties;

(z) without prejudice to clauses 4.1(b) and 4.1(c), will not sell, transfer, lease licence, part with possession or dispose of or grant any interest in or relating to its goodwill including, without limitation, diverting or encouraging the diversion of any sales following orders from customers, to any of its Subsidiaries or its holding company (as defined in section 1159 of the Companies Act 2006) or any of its associates (as defined in section 1260 of the Companies Act 2006) or any other party.

5 ADDITIONAL OBLIGATIONS OF THE COMPANY

5.1 The Company agrees with the Security Trustee, for the benefit of each Beneficiary, that, at all times during the continuance of this security, it:

(a) will carry on the Company's business in a proper and efficient manner and will not make any material alteration to the Company's business, constituting a change from that carried on at the date hereof;

(b) will maintain proper and up to date books of account of its business; will keep such books of account and all other documents relating to the affairs of the Company at the Company's registered office or at such other place where the same ought to be kept and will promptly provide copies thereof to the Security Trustee upon request;

(c) will deliver to the Security Trustee the copies of its audited financial statements and any reports and notes accompanying them within 6 months of each year end;

(d) will punctually pay all its debts and liabilities becoming due and payable and which would, on the winding up of the Company, have priority over the charges created by this deed;

(e) will punctually pay all outgoings payable in respect of the Charged Assets and will promptly produce the receipts for them to the Security Trustee upon request;

(f) will keep all the Company's freehold and leasehold property in good and substantial repair and will allow the Security Trustee free access, at all reasonable times, to view the state and condition of any such property, but without the Security Trustee becoming liable to account as a mortgagee in possession;

(g) will observe and perform all the lessee's covenants in any lease under which any of the Charged Assets may be held and will take no action which might lead to such lease being surrendered or forfeited;

(h) will allow the Security Trustee, at the expense of the Company, to carry out repairs or take any action which the Security Trustee shall reasonably consider necessary should the Company fail to observe or perform its obligations as a lessee;

(i) will not exercise the powers of leasing or accepting surrenders of leases, conferred on a mortgagee in possession by Sections 99 and 100 of the Law & Property Act 1925, or any other powers of leasing or accepting surrenders of leases, without the prior written consent of the Security Trustee;

(j) will make sure that an order of the Court is obtained, under Section 38(4) of the Landlord and Tenant Act 1954, excluding the security of tenure provisions of that Act, before granting any lease;

(k) will insure and keep insured those parts of the Charged Assets as are of an insurable nature against loss or damage by fire and other risks usually insured against and such other risks that the Security Trustee shall reasonably require to their full insurable value with insurers approved by the Security Trustee;

(l) will make sure that, if required by the Security Trustee, all the Company's insurance policies will be endorsed with notice of the interest of the Security Trustee in them and will produce to the Security Trustee the receipts for each current premium within fifteen days of its becoming due; failing such production the Security Trustee may effect or renew any such insurance as the Security Trustee shall think fit at the Company's expense;

(m) will observe and perform all restrictive and other covenants and stipulations for the time being affecting the Charged Assets or its use or enjoyment;

(n) will not do or allow anything to be done on the Company's freehold or leasehold property which shall be treated as a development or a change of use within the meaning of the Town and Country Planning Acts unless the prior written consent of the Security Trustee has been obtained;

(o) will not infringe the Town and Country Planning Acts in any way which prejudices the Security Trustee's security over the Charged Assets;

(p) will deposit with the Security Trustee all deeds and documents of title relating to the Specified Equipment and the Company's freehold and leasehold property and the insurance policies relating to the same, (subject only in relation to property to the requirements of any prior Encumbrance or of the Company's landlord);

(q) will not permit any person to become entitled to any proprietary right or interest which might affect the value of the assets subject to the fixed charges herein;

(r) will not, until all the Secured Monies have been unconditionally and irrevocably paid and discharged in full, exercise any rights which it may have at any time by reason of the performance of its obligations under this deed, the enforcement of this Security or any action taken pursuant to any rights conferred by this deed, to take the benefit (in whole or in part and whether by subrogation or otherwise) of any rights, security or monies at any time held or receivable by the Security Trustee, the Beneficiaries or any of them in respect of the Secured Monies.

5.2 If the Company holds property as a tenant or lessee and shall be required by the landlord either to insure or to reimburse the Company's landlord for any insurance premium paid by him then the Company shall be treated as having complied with its insuring obligation under this deed if it duly and promptly complies with such requirements. However this shall not affect the right of the Security Trustee to require the Company to produce satisfactory evidence that the Company has complied with the landlord's requirements.

6 FURTHER ASSURANCE AND POWER OF ATTORNEY

6.1 At the Security Trustee's request, the Company will at the Company's cost immediately sign, seal, execute, deliver and perfect all deeds and instruments and do all such other acts and things as the Security Trustee or any Receiver appointed hereunder may require in order to perfect or enforce this security or to use the powers given to each of them in this deed or to enforce the obligations of the Company and/or the rights of the Security Trustee under this deed.

6.2 The Company will, if called upon by the Security Trustee, execute a legal mortgage, charge or assignment of any part of the Charged Assets, in such terms as the Security Trustee may require. The Company will then give notice of such assignment to such persons as the Security Trustee may specify and take such other steps to perfect such assignment as the Security Trustee may require.

6.3 The Company will at the request of the Security Trustee provide additional security in favour of the Security Trustee by way of a Supplemental Charge over Equipment belonging to the Company that is not Equipment in existence at the date of this Deed and which is the subject of a Finance Document.

6.4 The Company will do and execute such further acts, deeds, documents and things as may be necessary, advisable or required by the Security Trustee to perfect the security referred to in clause 6.3 above and to protect the interests of the Security Trustee.

6.5 The Company by way of security hereby irrevocably appoints the Security Trustee and any Receiver severally to be its attorney and in its name and on its behalf:

(a) to execute, deliver or otherwise perfect or do any deed, document, assurance, act or thing which the Company has failed to execute, deliver, perfect or do in accordance with this deed (including to make any demand of or to give any notice or receipt to any person owing monies to the Company and to execute and deliver any charges, legal mortgages, assignments or other security and transfers of Securities);

(b) to execute and complete any documents or instruments which the Security Trustee or such Receiver may require for perfecting the title of the Security Trustee to all or any part of the Charged Assets or for vesting the same in the Security Trustee, its nominees or any purchaser; and

(c) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Security Trustee or a Receiver under this deed or which may be deemed expedient by the Security Trustee or a Receiver in connection with any disposition, realisation or getting in by the Security Trustee or a Receiver or in connection with any other exercise of any power under this deed and including, but not limited to, a power in favour of any Receiver to dispose for value of any of the assets of the Company over which

such Receiver may not have been appointed and which are located at real property over which he has been appointed, without being liable for any losses suffered by the Company.

6.6 The Company agrees to ratify and confirm whatever any attorney shall do or purport to do in the exercise or purported exercise of the powers contained in clause 6.5 of this deed.

7 ENFORCEMENT

7.1 The Security Trustee and each Beneficiary (in relation to the Secured Monies due to such Beneficiary under a particular Finance Document) shall be entitled to make demand for payment of the Secured Monies (or, in the case of a demand by a Beneficiary, in respect of such of the Secured Monies as are due to such Beneficiary under a particular Finance Document) at any time on or after the Enforcement Date and at any time after the occurrence of any of the following events:

(a) the Company breaching any of its obligations under this deed or under any Finance Document or under any other agreement with the Security Trustee or any Beneficiary;

(b) the Company defaulting in paying any of the Secured Monies as and when they become due;

(c) the Company failing to give the Security Trustee or any Beneficiary such information as may reasonably be requested as to the business, affairs or assets of the Company;

(d) any representation, warranty or undertaking at any time made by the Company to the Security Trustee or any Beneficiary is or was, in the reasonable opinion of the Security Trustee, incorrect or misleading in any respect or, being on an undertaking, shall not be complied with by the Company;

(e) the Company disposing or attempting to dispose of its principal undertaking or a substantial part of it, without the prior written approval of the Security Trustee;

(f) the Company becoming Insolvent;

(g) the Company suspending or threatening to suspend a substantial part of its business or the Security Trustee receiving information, from the Company or any responsible third party, whether orally or in writing, that the Company is contemplating or is likely to suspend a substantial part of its business;

(h) the Company commencing negotiations with any of its creditors with a view to the general readjustment or rescheduling of the Company's indebtedness;

(i) the Company defaulting under any of the following with any party:

(i) a trust deed;

(ii) a loan agreement;

(iii) an Encumbrance;

(iv) any other agreement or obligation relating to borrowing or financing (including all liabilities in respect of accepting, endorsing or discounting any notes or bills and all liabilities under debt purchase, factoring, discounting and similar agreements);

(v) any guarantee or indemnity;

(j) any borrowing or any other money payable by the Company:

(i) becoming payable or is capable of being declared payable prior to its stated date of maturity; or

(ii) is not paid when due;

(k) any Encumbrance created by the Company in favour of another party becoming enforceable;

(l) any guarantee, indemnity or other security for any of the Secured Liabilities failing or ceasing in any respect to have full force and effect or to be continuing or is terminated or disputed or is the opinion of the Security Trustee in jeopardy, invalid or unenforceable;

(m) if any governmental authority permits, or procures, or threatens any reorganisation, transfer or appropriation (whether with or without compensation) of a substantial part of the business or assets of the Company;

(n) the Company, without the prior written consent of the Security Trustee, changing the nature of its business or trading in any way which the Security Trustee considers prejudicial to this security;

(o) if it is unlawful for the Company to perform or comply with any of its obligations under this deed or under any other agreement between the Company and the Security Trustee or such obligations of the Company are not or cease to be legally valid, binding and enforceable;

(p) if, after the date of this deed, control (as defined in Section 435 of the Insolvency Act 1986) or the power to take control of the Company changes, without prior written consent of the Security Trustee; or

(q) if, in the opinion of the Security Trustee, a material adverse change occurs in the financial condition, results of operations or business of the Company,

and if such demand is not met in full the Security Trustee shall be entitled to enforce (in whole or in part) the charges created by this deed (save where a Moratorium is applied for or is in force, when no such enforcement may be effected until any such application is rejected or upon the expiry of such Moratorium).

7.2 At any time after any Act of Default the Security Trustee may exercise in the name of the Company any voting rights attached to the Securities and all powers given to trustees by Sections 10(3) and (4) of the Trustee Act 1925 (as amended by Section 9 of the Trustee Investments Act 1961) in respect of securities, property subject to a trust and any powers or rights exercisable by the registered holder of any of the Securities or by the bearer thereof. The Security Trustee will not then need any consent or authority from the Company.

8 POWER OF POSSESSION AND SALE

8.1 At any time after this security shall become enforceable, the Security Trustee and/ or any Receiver appointed under this deed may, in their discretion, enter upon and take possession of the Receivership Property or any part of it. They may also at their discretion, when exercising their powers given in this deed, sell, call in, collect and convert into monies the Receivership Property or any part of it. By way of extension of these powers such sale, calling in and conversion may be done for such consideration as the Security Trustee or any Receiver shall consider sufficient. It is irrelevant whether the consideration shall consist of cash, shares or debentures in some other company or any other property or partly of one and partly of some other type of consideration. Such consideration may be immediately payable or payable by instalments or deferred. Instalment or deferred payments may be with or without security and on such other terms as the Security Trustee or the Receiver shall think fit.

9 APPOINTMENT OF RECEIVER AND HIS POWERS

9.1 Section 109 of the Law of Property Act 1925 (restricting the power to appoint a receiver) shall not apply to this deed. At any time after an Act of Default or after any other event, as a result of which this security shall become enforceable or, if the Company at any time so requests in writing, the Security Trustee may without further notice to the Company appoint any person to be a Receiver of the Receivership Property. Any such appointment may be made subject to such qualifications, limitations

and/or exceptions (either generally or in relation to specific assets or classes of asset) as may be specified in the instrument effecting the appointment. A Receiver shall have the power to do or omit to do on behalf of the Company anything which the Company itself could do or omit to do if the Receiver had not been appointed, notwithstanding the liquidation of the Company. In particular, (but without limitation) a Receiver shall have power to:

(a) enter upon, take possession of, collect and get in the Receivership Property and have possession of all records, correspondence and other documents relating to the Receivership Property and, for that purpose, to take such proceedings as may seem to him expedient;

(b) do all acts which the Company might do for the protection or improvement of the Receivership Property or for obtaining income or returns from it;

(c) allow the whole or any part of the sale monies of the Receivership Property to remain outstanding on mortgage of the property sold or on any other security or even without any security and without being responsible for any loss caused and with full power to buy in and rescind or vary any contract for sale and to resell without being responsible for loss;

(d) let or let on hire, lease or surrender and accept surrenders of the Receivership Property;

(e) exercise or permit the Company or any nominee of the Company to exercise any powers or rights incidental to the ownership of the Receivership Property, in such manner as he may think fit;

(f) give complete discharges in respect of all monies and other assets which may come into the hands of the Receiver in the exercise of his powers;

(g) carry out and enforce specific performance of or obtain the benefit of all the Company's contracts or those entered into in exercise of the powers or authorities conferred by this deed;

(h) demand and get in all rents and other income, whether accrued before or after the date of his appointment;

(i) exercise the powers conferred on a landlord or a tenant under the Landlord and Tenant Acts 1927 and 1954 but without liability for powers so exercised;

(j) do all things necessary to make sure that the Company performs or observes all of its obligations to the Security Trustee;

(k) delegate to any person, for such time as the Security Trustee shall approve, any of the powers conferred upon the Receiver;

(l) have access to and make use of the premises, plant, equipment and accounting and other records of the Company and the services of its staff in order to exercise his powers and duties;

(m) sell or otherwise dispose of the Receivership Property for cash or on credit, in one lot or in parcels by public auction or private auction or private contract or, in Scotland, to sell, feu, hire out or otherwise dispose of the Receivership Property by public roup or private bargain;

(n) raise or borrow money and grant security therefor over the Receivership Property;

(o) appoint a solicitor or accountant or other professionally qualified person to assist him in the performance of his functions;

(p) bring or defend any action or other legal proceedings in the name and on behalf of the Company;

(q) refer to arbitration any question affecting the Company;

(r) effect and maintain insurances in respect of the business and properties of the Company;

(s) use the Company's seal;

(t) do all acts and to execute in the name and on behalf of the Company any deed, receipt or other document;

(u) draw, accept, make and endorse any bill of exchange or promissory note in the name and on behalf of the Company;

(v) appoint any agent to do any business which he is unable to do himself or which can more conveniently be done by an agent and have the power to employ and dismiss employees, agents and/or advisors at such salaries or remuneration and on such terms of service as the Receiver in his discretion may think fit;

(w) do all such things (including the carrying out of works) as may be necessary for or incidental or conducive to the realisation of the Receivership Property;

(x) make any payment which is necessary or incidental to the performance of his functions;

(y) carry on or permit the carrying on of the business of the Company;

(z) establish Subsidiaries of the Company;

(aa) transfer to Subsidiaries of the Company the whole or any part of the business or Receivership Property;

(bb) grant or accept a surrender of a lease or tenancy of any of the Receivership Property, and take a lease or tenancy of any properties required or convenient for the business of the Company;

(cc) make any arrangement or compromise on behalf of the Company in respect of the Receivership Property;

(dd) call up, or require the directors of the Company to call up, any uncalled capital of the Company;

(ee) rank and claim in the bankruptcy, insolvency, sequestration or liquidation of any person indebted to the Company and to receive dividends, and to accede to trust deeds for the creditors of any such person.

He shall also have all powers from time to time conferred on receivers by statute without, in the case of powers conferred by the Law of Property Act 1925, the restrictions contained in Section 103 of that Act.

9.2 The Security Trustee may from time to time determine the remuneration of any Receiver and section 109(6) Law of Property Act 1925 shall be varied accordingly. A Receiver shall be entitled to remuneration appropriate to work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm.

9.3 The Security Trustee may remove any Receiver (except an administrative receiver). In case of such removal or the retirement or death of any Receiver, the Security Trustee may appoint another in his place. At the time of his appointment (or at any time afterwards) the Security Trustee may fix the remuneration of the Receiver on such basis as the Security Trustee shall determine. This may include a fixed fee or an hourly rate or a commission.

9.4 The Security Trustee may appoint more than one person to act as the Receiver. Where more than one person shall be appointed to act as Receiver, those so appointed shall carry out their duties, exercise their rights, and be subject to their obligations jointly as well as severally. References in this deed to the Receiver shall be to each and all of them as appropriate.

9.5 Any appointment, or fixing of the remuneration of the Receiver or any such removal shall be made in writing and be signed by any director or authorised officer of the Security Trustee.

9.6 Any Receiver appointed under this deed shall be the agent of the Company. He shall be in the same position as a Receiver appointed under the Law of Property Act 1925. The Company shall be solely responsible for his acts, omissions, losses, misconduct, defaults and remuneration. The Security Trustee shall not in any way be liable or responsible either to the Company or to any other person for any of them.

9.7 The Security Trustee may at any time give up possession of any part of the Receivership Property and/or withdraw from the receivership.

9.8 Whether or not a Receiver shall be appointed under this deed, the Security Trustee may at any time after this security shall have become enforceable and without giving notice, exercise all or any of the powers, authorities and discretions conferred on a Receiver as set out above.

10 ADDITIONAL POWERS

10.1 In addition to the powers of leasing or accepting surrenders of leases conferred on mortgagees by Sections 99 and 100 of the Law of Property Act 1925, it shall be lawful for the Security Trustee or any Receiver without the restrictions contained in those Sections:

(a) to grant any lease of all or any part of the Charged Assets upon such terms as the Security Trustee or the Receiver shall in its absolute and unfettered discretion think fit; and

(b) to accept a surrender of any lease of all or any part of the Charged Assets on such terms as the Security Trustee or the Receiver in its or his discretion shall think fit.

10.2 Section 103 of the Law of Property Act 1925 (restricting the power of sale) shall not apply. However the power of sale and the other powers conferred on mortgagees by that Act shall apply to this security but without the Act's restrictions as to giving notice or otherwise. Accordingly for the purposes of a sale or other exercise of any such powers the whole of the Secured Monies shall be treated as due and payable immediately upon the execution and delivery of this document.

10.3 The restrictions on the right of consolidating mortgage securities, which are contained in Section 93 of the Law of Property Act, shall not apply to this security.

10.4 The Security Trustee may, at any time without discharging or in any other way affecting this security or any remedy that the Security Trustee may have, grant to the Company (or to any other person) time or indulgence or abstain from perfecting or enforcing any remedies, securities, guarantees or rights which the Security Trustee may now or afterwards have from or against the Company or any other person.

10.5 If the Security Trustee receives or is treated as having received notice of any subsequent mortgage or charge affecting any of the Charged Assets then the Security Trustee may open a new account with the Company. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was treated as having received such notice. From that time all payments made by the Company to the Security Trustee shall be credited or be treated as having been credited to the new account. Such payments shall not operate to reduce the amount secured by this deed when the Security Trustee received or was treated as having received such notice.

11 APPLICATION OF MONIES

11.1 All monies received by the Security Trustee or by the Receiver under or by virtue of this deed shall be applied in the following order;

(a) in the discharge of all liabilities having priority to the Secured Monies;

(b) in payment of all costs, charges and expenses incurred in or incidental to the exercise or performance (or attempted exercise or performance) of any of the powers or authorities conferred by or in any other way connected with this deed;

(c) in payment to the Receiver of his remuneration fixed in accordance with clause 9.1 of this deed;

(d) any sums due to any person under any applicable statute;

(e) in payment to the Beneficiaries for application in or towards the discharge of the Secured Monies due to each respective Beneficiary in accordance with the provisions of the Security Trust Deed; and then

(f) in payment to the Company of any surplus.

11.2 Any surplus shall not carry interest. The Receiver or the Security Trustee may pay any surplus into any of the Company's bank accounts including an account opened specifically for such purpose. The Security Trustee shall then have no further liability for such surplus.

11.3 Following the enforcement of this security, any monies received by the Security Trustee may be appropriated by the Security Trustee in its discretion in or towards the payment and discharge of any part of the Secured Monies.

11.4 The Security Trustee or the Receiver may credit any monies to a suspense account for so long and in such manner as the Security Trustee may from time to time determine. The Receiver may retain the same for such period as the Receiver and the Security Trustee consider expedient.

11.5 All monies received by the Company under any insurance policy on the Charged Assets shall be treated as part of the Charged Assets subject only to any rights of third parties having priority and to the requirements of any lease of the Charged Assets. They shall be applied at the discretion of the Security Trustee either in reducing the Secured Monies or towards making good the loss or damage for which the monies became payable. Any monies received by the Company under any insurance on the Charged Assets shall be held on trust for payment to the Security Trustee pending such application.

12 PROTECTION OF THIRD PARTIES

12.1 No person paying or handing over monies to the Receiver and obtaining a discharge shall have any responsibility or liability to see to their correct application.

12.2 No person dealing with the Security Trustee or the Receiver need enquire:

(a) whether any event has happened giving either the Security Trustee or the Receiver the right to exercise any of his powers;

(b) as to the propriety or regularity of any act purporting or intending to be an exercise of such powers;

(c) as to the validity or regularity of the appointment of any Receiver purporting to act or to have been appointed as such; or

(d) whether any money remains owing upon this security.

12.3 All the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with the Receiver or the Security Trustee as if the Secured Monies had become due and the statutory power of sale and appointing a receiver in relation to (to the extent permitted by law) had arisen on the date of this deed.

12.4 No person dealing with the Security Trustee or the Receiver shall be affected by express notice that any act is unnecessary or improper.

13 LAND REGISTRY

13.1 The Company will notify the Security Trustee of any freehold or leasehold property which it now owns or which it may own after the date of this deed and will, at any time, meet any cost of registering this deed against any property which the Company may now, or in the future, own at the Land Registry.

(a) The Company hereby consents to the Security Trustee's application to the Chief Land Registrar in Form RX1 for the registration of the following restriction against each of the registered titles specified in Schedule 3 (and against any title to any unregistered Property specified in Schedule 3 which is or ought to be the subject of a first registration of title at the Land Registry at the date of this deed):

"RESTRICTION:

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 Close Brothers Limited (company number 00195626) referred to in the charges register or, if appropriate signed on such proprietor's behalf by its attorney, directors and/or secretary."

(b) In respect of any Property charged pursuant to this deed title to which is registered at the Land Registry, the Company hereby represents and warrants that the security created by this deed does not contravene any of the provisions of the memorandum and articles of association or any other constitutional documents of the Company.

13.2 Any obligation on the part of the Beneficiaries to make further advances to the Company under the Finance Documents shall be deemed to be incorporated in this Deed for the purposes of Section 94(1)(c) of the LPA and the Security Trustee may apply in Form CH2 to the Chief Land Registrar to enter a note of such obligation on the register of each title of which the Company is the proprietor.

14 CONTINUING AND ADDITIONAL SECURITY

14.1 This security is a continuing security. It shall apply to all the Secured Monies despite any interim settlement of account or discharge of the Secured Monies due to any particular Beneficiary until a final discharge of this security shall be given by the Security Trustee to the Company.

14.2 This security is in addition to and shall not merge or otherwise prejudice or affect any other right or remedy of the Security Trustee or any assignment, bill, note, guarantee, mortgage or other security now or in future in favour of the Security Trustee and/or any Beneficiary or held by or available to the Security Trustee and/or any Beneficiary, whether created by the Company or any third party.

14.3 This security shall not in any way be prejudiced or affected by:

(a) any guarantee, mortgage or other Security now or in future held by or available to the Security Trustee an d/or any Beneficiary or by the invalidity of any of them or by the Security Trustee and/or any Beneficiary now or afterwards dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any of them or any rights which it or they may now or afterwards have; or

(b) by the Security Trustee or any Beneficiary giving time for payment or indulgence or compounding with the Company or any other persons.

15 CURRENCY INDEMNITY

15.1 For the purpose of or pending the discharge of any of the Secured Liabilities secured by this deed the Security Trustee or any Receiver appointed hereunder may convert any monies received, recovered

or realised under this deed (including the proceeds of any previous conversion) from their existing currency into such other currency as the Security Trustee or such Receiver may think fit. Any such conversion shall be effected at the then prevailing spot selling rate of exchange, of the Security Trustee's bankers, for such other currency against the existing currency.

15.2 The Company will indemnify the Security Trustee against any shortfall between:

(a) any amount received or recovered by the Security Trustee in respect of any of the Secured Liabilities which is converted in accordance with clause 15.1 into the currency in which such liability was payable; and

(b) the amount payable to the Security Trustee under this deed in the currency of such liability.

16 DISCHARGE

16.1 Upon payment and complete discharge and performance of all the Secured Liabilities and of all costs, charges and expenses incurred by the Security Trustee under or in relation to this deed, the Security Trustee shall, at the request and cost of the Company, duly discharge this security and any further Security given in accordance with its terms. The Security Trustee will also transfer to the Company any of the Charged Assets which have been assigned or transferred to the Security Trustee.

16.2 The right of the Security Trustee to recover the Secured Monies or to enforce the terms of this deed shall not be affected by any payment or any act or thing which may be avoided or adjusted under the laws relating to bankruptcy or insolvency or under Part VI of the Insolvency Act 1986. Any release or discharge given or settlement made by the Security Trustee relying on any such payment, act or thing shall be void and of no effect.

17 SERVICE OF NOTICES AND PROCESS

17.1 Except as stated to the contrary herein, any written notice from the Security Trustee to the Company and any proceedings issued by the Security Trustee requiring service on the Company may be given or served:

(a) by delivering it at or posting it to the Company's registered office or to such other address of the Company advised to and acknowledged by the Security Trustee as being effective for the purposes of this clause;

(b) by delivering it at or posting it to any address last known to the Security Trustee at which the Company carried on business;

(c) by handing it Company's officers; or

(d) by a fax or e-mail to the Company's number or address advised to and acknowledged by the Security Trustee as suitable for communication between the parties.

17.2 Any such notice or process shall be considered served:

(a) if delivered - at the time of delivery;

(b) if sent by post - 48 hours from the time of posting;

(c) if sent by fax or e-mail - at the time of transmission; or

(d) if handed over - at the time of handing over.

17.3 Any notice in writing by the Company to the Security Trustee required hereunder must bear the reference, Security Manager Close Brothers Invoice Finance and shall take effect at the time it is received by the Security Trustee at its registered office or at such other address the Security Trustee may advise in writing to the Company for this purpose.

18 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY COMPANY

18.1 The Company certifies that the execution of this deed has been duly authorised by a resolution of the Company's Board of Directors and that it does not break any of the provisions of the Company's Memorandum and Articles of Association or of any other Encumbrance, Security or agreement entered into prior to the date of this deed or the laws of any jurisdiction applying to the Company.

18.2 The Company represents and warrants to the Security Trustee that:

(a) it is and will at all times be the sole beneficial owner with full title guarantee of all the Charged Assets and that no Encumbrances affect it except the Encumbrances (if any) set out in Schedule 4 and general liens in the ordinary course of business;

(b) it has and will at all times have the necessary power to enter into and perform its obligations under this deed;

(c) this deed constitutes its legal, valid, binding and enforceable obligations and is an effective security over all and every part of the Charged Assets in accordance with its terms;

(d) all necessary authorisations and consents to enable or entitle it to enter into this deed have been obtained and these will remain in full force and effect during the existence of this security;

(e) the Company has acquired, maintained and complied with all Environmental Licences (if any) needed for its use or occupation of the Charged Assets or for the conduct of its current business;

(f) the Company has complied with all other applicable Environmental Laws and has not done or permitted any act or omission whereby its Environmental Licences (if any) could be varied or revoked;

(g) so far as the Company is aware there has been no discharge, spillage, release or emission of any prescribed, dangerous, noxious or offensive substance or any controlled waste on, into or from any of the Charged Assets or any premises adjoining any part of it; and no such substances or any controlled waste have been stored or disposed of on or in any part of the Charged Assets or, so far as the Company is aware, in any adjoining premises except in accordance with the requirements of the applicable Environmental Laws;

(h) the Company is not in breach of and has not incurred or become subject to any civil or criminal liability under any Environmental Laws or the terms of any Environmental Licence;

(i) the Company has obtained and maintained all such insurance policies as would be maintained by prudent companies carrying on business of the type carried on by the Company at all relevant times and has complied in all material respects with the terms and conditions of such policies.

18.3 The Company undertakes that no Encumbrances (other than a general lien in the ordinary course of business) ranking in priority to or pari passu with the charges created by this deed will arise after the date of this deed over the Charged Assets.

19 TRANSFERS AND DISCLOSURES

19.1 This deed and the Security created by and under it is freely transferable by the Security Trustee.

19.2 The Company may not assign or transfer any of its rights and/or obligations under this deed. Nor may the Company enter into any transaction which would result in any such obligations passing to another person.

19.3 The Security Trustee may disclose any information about the Company and any member of the Company's Group and any other person connected or associated with it to any member of the Close Group and/or to any person to whom it is proposing to transfer or assign or has transferred or assigned this deed and/or the Security created by or under it. The Company represents and warrants that it has and (so far as permitted by law) will maintain any necessary authority by or on behalf of any such persons to agree to the provisions of this clause.

20 SECURITY TRUST, THE SECURITY TRUSTEE AND THE BENEFICIARIES

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

20.2 The Security Trustee shall have only those duties, obligations and responsibilities expressly specified in this deed and shall not have any implied duties, obligations or responsibilities. In performing or carrying out its duties, obligations and responsibilities, the Security Trustee shall be considered to be acting only in a mechanical and administrative capacity (save as expressly provided in this deed) and shall not have or be deemed to have any duty, obligation or responsibility to or relationship of trust or agency with the Company.

20.3 The Company shall pay to the Security Trustee such reasonable fees in respect of its acting as Security Trustee as the Security Trustee and the Company may agree from time to time, if any.

20.4 The Company shall pay to and indemnify the Security Trustee for all costs reasonably incurred and expenses of the Security Trustee in the release of any Security created by the Company in favour of the Security Trustee (in each case including but not limited to legal fees and stamp duty) and all value added tax and similar tax charged or chargeable in respect thereof.

20.5 The Company shall indemnify the Security Trustee and keep it indemnified against all liabilities, costs, charges and expenses (including in each case value added tax and any similar tax charged or chargeable in respect thereof) to which the Security Trustee becomes subject by reason of being the Security Trustee or properly incurred by it or by any person appointed by it to whom any trust, power, authority or discretion may be delegated by it in the execution of the trusts, powers, authorities or discretions vested in the Security Trustee under this Deed.

20.6 The Beneficiaries may appoint a replacement Security Trustee after consultation with the Company and otherwise as provided by the terms of the Security Trust Deed. The Company shall take such action as may be necessary, and the Security Trustee at the request (and properly incurred cost) of the Company shall take such action as may be practicable, in order that the Security granted in favour of the Security Trustee shall provide for effective and perfected Security in favour of any replacement Security Trustee including making available to the replacement Security Trustee such documents and records as the replacement Security Trustee shall request.

20.7 The Security Trustee and any Receiver may from time to time delegate (including by power of attorney) to any person or persons (including, without limitation and for the avoidance of doubt, any Beneficiary or Beneficiaries) any of the powers, authorities and discretions that are for the time being exercisable by the Security Trustee or a Receiver under this deed. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Trustee or such Receiver may think fit. Neither the Security Trustee nor any Receiver will be liable or responsible to the Company or any other person for any losses, liabilities or damages arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

20.8 The Security Trustee may assign and transfer all of its rights and obligations under this deed to a replacement Security Trustee appointed in accordance with the terms of the Security Trust Deed.

20.9 This deed shall remain in full force and effect and binding on the Company notwithstanding any amalgamation or merger that may be effected by the Security Trustee with, or the sale or transfer of all or any part of the Security Trustee's undertaking and assets to, another person.

20.10 Any member of the Close Group with which the Company enters into a Finance Document that requires the Company to grant Security shall procure that the Security Trustee enter into the relevant security Document with the Company and such member of the Close Group shall become a Beneficiary without further act or consent on the part of the Company. Promptly following a member of the Close Group becoming a Beneficiary the Security Trustee shall certify to the Company in writing that such member of the Close Group has satisfied all the Security Trustee's requirements for accession to the Security Trust Deed and has become a Beneficiary.

21 MISCELLANEOUS

21.1 No delay or omission on the part of the Security Trustee in exercising any right or remedy under this deed shall impair that right or remedy or operate as or be taken to be a waiver of it. Any single, partial or defective exercise of any such right or remedy shall not prevent the further exercise of that or any other right or remedy.

21.2 The Security Trustee's rights under this deed are cumulative. They are not exclusive of any rights provided by law. They may be exercised from time to time and as often as the Security Trustee sees fit.

21.3 Any waiver by the Security Trustee of any terms of this deed or any consent or approval given by the Security Trustee under it shall only be effective if given in writing. Such consent and approval shall then only apply for the purpose stated and be subject to any written terms and conditions imposed by the Security Trustee.

21.4 If at any time any one or more of the provisions of this deed is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction then neither the legality, validity or enforceability of the remaining provisions of this deed nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.

21.5 Any certificate signed by a director or authorised officer of the Security Trustee as to the amount of the Secured Monies at the date of such certificate shall, in the absence of manifest error, be conclusive evidence of such amount and be binding on the Company.

21.6 This deed may be executed in any number of counterparts. It will then be as effective as if all signatures on the counterparts were on a single copy of this deed.

21.7 The paper on which this deed is written is, and will remain at all times, the property of the Security Trustee, even after the discharge of this security.

21.8 The Beneficiaries from time to time may enforce and enjoy the benefit of the terms of this deed. Unless expressly provided to the contrary in this deed, 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 enjoy the benefit of any term of this deed.

21.9 Notwithstanding any term of this deed, the consent of any person who is not a party to it is not required to rescind or vary this deed at any time

22 JURISDICTION

22.1 This deed shall be interpreted and shall be governed by the laws of England. The Company will accept the non-exclusive jurisdiction of the English Courts in connection with any matter arising under this deed.

SCHEDULE 1

The Original Beneficiaries

Name	Registration number and Jurisdiction of Incorporation
Close Invoice Finance Limited	00935949, England and Wales

SCHEDULE 2

Receivables Financing Agreement

The Debt Purchase Agreement entered into between the Company and the Receivables Financier dated on or about the date of this deed or in respect of which this deed is to form Security.

SCHEDULE 3

Property

Registered land

Address	Title Number	Land Registry

Unregistered land

Full description of address and title

SCHEDULE 4

Encumbrances

Encumbrances to which this security is subject:-

SCHEDULE 5

Specified Equipment

SCHEDULE 6

Form of Supplemental Charge

This SUPPLEMENTAL CHARGE is made on the 20[ ]

BETWEEN:

(1) **[•] LIMITED** (registered with the number [•]) whose registered office is at [•] (the **"Company"**); and

(2) **CLOSE BROTHERS LIMITED** (registered with the number 00195626) whose registered office is at 10 Crown Place, London, EC2A 4FT, as security trustee for the Beneficiaries (in that capacity, the **"Security Trustee"**).

BACKGROUND:

A The Company is a party to a Debenture (as defined below) under which it granted security over all its present and future assets as security for the Secured Liabilities (as defined in the Debenture) to the Security Trustee on trust for the Beneficiaries from time to time.

B The Company enters into this Deed pursuant to clause 6.3 of the Debenture in order to grant the security over the Charged Property (as defined below).

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed (including the recitals to it):

(a) terms defined in or construed for the purposes of the Debenture have the same meanings when used in this Deed (unless otherwise defined in this deed); and

(b) the following terms have the following meanings:

"Charged Property" means all Equipment charged in clause 2.2 of this deed; and

"Debenture" means the all assets debenture dated [ ] made between the Company and the Security Trustee.

1.2 Interpretation

(a) Unless a contrary indication appears, any reference in this Deed to the **"Company"** or the **"Security Trustee"** or **"the Beneficiaries"** shall be construed so as to include their respective successors in title, permitted assigns and permitted transferees.

(b) The principles of construction set out in clause 1.2 of the Debenture shall apply to this deed, mutatis mutandis, as if they were set out in full in this deed.

1.3 Incorporation of provisions

Clauses 17, 20.1 and 21.8 of the Debenture are incorporated into this deed, mutatis mutandis, as if they were set out in full in this Deed.

2. GRANT OF SECURITY

2.1 Nature of security

All Security and dispositions created or made by this deed are created or made:

(a) in favour of the Security Trustee;

(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and

(c) as continuing security for payment of the Secured Liabilities.

2.2 Mortgage

The Company hereby charges by way of first legal mortgage and as a continuing security for the discharge of the Secured Liabilities all right, title and interest in the Equipment detailed in the schedule hereto.

2.3 Application of Debenture provisions

(a) all references in the Debenture to the **"Charged Assets"** shall be deemed to refer also to the Charged Property charged by this deed;

(b) all references in the Debenture to **"Security"** created in favour of the Security Trustee shall include the Security created by or pursuant to this deed; and

(c) all provisions of the Debenture relating to **"Specified Equipment"** and/or the **"Charged Assets"** or the **"Security"** created in favour of the Security Trustee (including, without limitation, obligations of the Company and the rights of enforcement) apply respectively to the Charged Property charged by this deed and to the Security created by this deed.

3. SUPPLEMENTAL DEED

3.1 Guarantee and Debenture

(a) This deed is supplemental to the Debenture and is a Finance Document.

(b) From the date of this deed the provisions of the Debenture and of this deed shall be read and construed as one and all references to the Debenture shall be deemed to incorporate the provisions contained in this deed.

3.2 Continuance in force

The provisions of the Debenture and the other Finance Documents continue to apply and remain in full force and effect.

4. COSTS AND EXPENSES

The Company shall promptly on demand pay to the Security Trustee the amount of all costs and expenses (including legal fees, valuation fees (and any VAT or similar Tax thereon)) incurred by the Security Trustee in connection with the negotiation, preparation, execution, registration and completion of this deed.

5. GOVERNING LAW

This deed shall be interpreted and shall be governed by the laws of England. The Company will accept the non-exclusive jurisdiction of the English Courts in connection with any matter arising under this deed

IN WITNESS of which this deed has been duly executed as a deed and has been delivered on the date specified on page 1 of this deed.

SCHEDULE: MORTGAGED EQUIPMENT

[◆	]
[◆	]
[◆	]
[◆	]

IN WITNESS of which this deed has been duly executed as a deed and has been delivered on the date specified on page 1 of this deed.

EXECUTED as a deed by C JACKSON as attorney for **CLOSE BROTHERS LIMITED** in the presence of:

[redacted]
Attorney for Close Brothers Limited

Witness
Signature : [redacted]
Name : DAN DAVIES
Occupation :
Address :

CLOSE BROTHERS INVOICE FINANCE
RIDGELAND HOUSE
165 DYKE ROAD
HOVE, EAST SUSSEX
BN3 1TJ

SIGNED and delivered as a deed by **PROACTIVE APPOINTMENTS LIMITED** acting by NIGEL ALLEN, a director in the presence of:

Director
Signature : [redacted]
Name : NIGEL ALLEN

Witness
Signature : [redacted]
Name : MARIAN DENDING
Address : [redacted]









