Companies House

MR01(ef)

Registration of a Charge

Company name: **WOLFDALE SCHOOL LIMITED**

Company number: **10481369**

Received for Electronic Filing: **23/09/2019**

X8EMWT1F

Details of Charge

Date of creation: **19/09/2019**

Charge code: **1048 1369 0001**

Persons entitled: **BARCLAYS SECURITY TRUSTEE LIMITED**

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: **BARCLAYS SECURITY TRUSTEE LIMITED**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10481369

Charge code: 1048 1369 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th September 2019 and created by WOLFDALE SCHOOL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd September 2019 .

Given at Companies House, Cardiff on 24th September 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

Case Reference No. BPM/8256716/REP/SPO/8.5

BARCLAYS

Wolfdale School Limited

(the ***Chargor***)

and

Barclays Security Trustee Limited
(the ***Security Trustee***)

and

Barclays Bank UK PLC
(the ***Barclays Account Bank***)

DEBENTURE

DATED 19 SEPTEMBER 2019

[NOTE: PLEASE INSERT DATE OF EXECUTION BY FINAL SIGNATORY IN MANUSCRIPT]

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IMPORTANT – PLEASE READ THIS NOTE BEFORE THIS DEBENTURE IS EXECUTED

This Debenture is an important legal document. We strongly recommend that you seek the advice of your solicitor or other legal adviser before executing this Debenture.

- This is a Debenture including fixed charges over the assets referred to in Clause 4.2 (*Fixed charges*), an assignment of the rights and assets referred to in Clause 4.3 (*Assignment*) and a floating charge over all of the other assets and undertaking of the Chargor in Clause 4.4 (*Floating charges*).

- The Security Trustee will hold this Debenture as security for all debts and other liabilities owed to one or more of the Secured Parties by the Chargor including under the agreement to pay contained in Clause 3 (*Agreement to pay*). This includes all present and future loans or facilities that each of the Finance Parties has granted or may in the future grant.

- Your liabilities under this Debenture will include any liabilities owed under any guarantee or indemnity which you have given to or may give to any of the Secured Parties in the future.

- If any of the debts or liabilities secured by this Debenture are not paid when due, the Security Trustee can appoint a receiver, or take possession of the property and any of the assets charged by this Debenture and sell them and can appoint an administrator in relation to the Chargor.

- This Debenture is separate from and not limited by any other security or guarantee which you may have already given or may give to any one or more of the Secured Parties in the future.

IF A COMPANY/LLP INCORPORATED IN ENGLAND AND WALES EXECUTES THIS DEBENTURE, ALL PARTIES UNDERSTAND THAT THIS DOCUMENT (INCLUDING ANY ATTACHMENTS) WILL BE AVAILABLE FOR INSPECTION BY ANY PERSON AT COMPANIES HOUSE.

Barclays Business is a trading name of Barclays Bank UK PLC. Barclays Bank UK PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 759676). Registered in England. Registered No. 9740322. Registered office: 1 Churchill Place, London E14 5HP.

Barclays Security Trustee Limited is authorised and regulated by the Financial Conduct Authority (Financial Services Register No. 783115). Registered in England. Registered No. 10825314. Registered office: 1 Churchill Place, London E14 5HP.

THIS DEED is made on the date specified on the front page of this Deed.

BY:

(1) **Wolfdale School Limited** (incorporated in England and Wales with registered number 10481369) of 55 Main Street East Leake Loughborough LE12 6PF (the ***Chargor***);

(2) **Barclays Security Trustee Limited** (Company Number 10825314) of 1 Churchill Place, London E14 5HP, acting in its capacity as security trustee for and on behalf of the Secured Parties (the ***Security Trustee***); and

(3) **Barclays Bank UK PLC** (Company Number 09740322) of 1 Churchill Place, London E14 5HP (the ***Barclays Account Bank***).

IT IS AGREED as follows

1. **DEFINITIONS AND INTERPRETATION**

Definitions

1.1 In this Deed, each of the following expressions has, except where the context otherwise requires, the meaning shown opposite it:

Accounts means each of the accounts opened or maintained by the Chargor with any bank, building society, financial institution or other person (other than the Barclays Account Bank) (the ***Assigned Accounts***) and each of the accounts opened or maintained by the Chargor with the Barclays Account Bank (the ***Fixed Charge Accounts***) from time to time (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby;

Assets means all of the Chargor's undertaking, property, assets, rights, interests and revenues, whatever and wherever in the world, present and future, and includes each or any of them;

Authorised Address means the last address given to the Security Trustee for the Chargor's place of business (or any one of them if more than one) or registered office;

Authority means the United Nations Security Council, the Commission of the European Union, Her Majesty's Treasury, the Office of Foreign Assets Control of the United States Department of the Treasury, or any other United States government entity;

Barclays Group means Barclays PLC and any of its direct or indirect Subsidiaries;

Default Rate means:

(a) the default interest rate set out in the document under which the relevant liability for the overdue amount initially arose; or

(b) if no default interest rate is set out in such document, a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant Secured Party (as

certified by it) if it were to fund or of funding the relevant amount plus 2 per cent. per annum;

Delegate means a delegate or sub-delegate appointed pursuant to Clause 25 (*Discretion and delegation*);

Deposit means all sums deposited or to be deposited in each Account, together with all other rights and benefits accruing to or arising in connection with each Account (including, but not limited to, entitlements to interest), together with all accrued interest, wherever deposited;

Environmental Approvals means all consents of any kind relating to Environmental Laws, to which the Chargor or the Land or the use or occupation of the Land is subject;

Environmental Claims means any claim by any person in respect of losses or liabilities, suffered or incurred by that person, as a result of or in connection with any violation of Environmental Laws or Environmental Approvals or giving rise to any remedy or penalty that may be enforced or assessed by private or public legal action as a result of Environmental Contamination or any application for any interim or final judicial or administrative decree, injunction, cease and desist order, abatement order, compliance order, consent order, clean-up order or enforcement notice, stop notice, improvement notice, prohibition notice or revocation order in respect of Environmental Contamination or any other remedial action or action to comply that the Chargor is obliged to undertake pursuant to Environmental Laws in respect of Environmental Contamination;

Environmental Contamination means the following and their consequences:

(c) any release, leakage or spillage at or from any site owned or occupied by the Chargor into any part of the environment of any toxic, poisonous, noxious or polluting matter or hazardous, detrimental or dangerous substances or thing;

(d) any accident, fire, explosion or sudden event which affects the environment and is attributable to the operation, management or control of any site occupied by the Chargor, including (without limitation) the storage, keeping, handling, labelling or disposal of waste (as defined in the Environmental Protection Act 1990) or hazardous, toxic or dangerous substances; and

(e) any designation of Land as contaminated land for the purposes of Part IIA of the Environmental Protection Act 1990;

Environmental Laws includes all or any laws, statutes, rules, regulations, treaties, directives, bye-laws, directions, codes of practice, circulars, guidance notes, orders, notices, demands, decisions of the courts of any authority or any other body whatsoever having jurisdiction which at any time relate to the environment or Environmental Contamination or standards of conduct applicable to the Land or the occupation or use of the Land or the operation of any business from or using the Land;

Finance Parties means:

(f) Barclays Bank UK PLC;

(g) Barclays Bank PLC; and

(h) Barclays Mercantile Business Finance Limited;

Floating Charge Assets means those of the Assets that are for the time being comprised in the floating charge created by Clause 4.4 (*Floating charges*) but only insofar as concerns that floating charge;

Insurance Contracts means all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Chargor:

(i) which relate to Assets themselves subject to a fixed charge in favour of the Security Trustee; or

(j) which are now or in the future deposited by the Chargor with the Security Trustee;

Intellectual Property Rights means patents (including supplementary protection certificates), trade marks, service marks and designs (and any applications for any of them), utility models, design rights, copyright, database rights and rights, title, interest and benefits in respect of domain names, logo, get-up, computer software, brand and trade names, know-how, confidential information, inventions, moral rights, trade secrets and rights in passing off and all other intellectual property rights and interests (whether registered or unregistered) and all rights under any agreements relating to the use or exploitation of any such rights (including for the avoidance of doubt the right to receive revenue or royalties) and, in each case, any extensions or renewals of, and any applications for, these rights;

Land includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land including trade and tenant's fixtures and fittings (but excluding, in the case of leasehold property, landlord's fixtures) and fixed plant and machinery;

Notice of Account Security means a notice of security in substantially the form as set out in Schedule 1 (*Form of Notice of Security to Account Bank*) or in such form as may be specified by the Security Trustee;

Property Agreement means all present and future agreements, contracts, options or undertakings for or in relation to the creation of any estate, interest or right in or over the Land (including, without limitation, in relation to any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis);

Receivables means all sums of money receivable by the Chargor now or in the future consisting of or payable under or derived from any Asset referred to in Clause 3 (*Agreement to pay*);

Receiver means a receiver and manager or a receiver and the term shall include any of their delegates or sub-delegates;

Rental Income means the gross rents, licence fees and other monies receivable now or hereafter, at any time by the Chargor in respect of or arising out of any lease of the Land or

any agreement for lease or licence or otherwise without limitation derived by the Chargor from the Land or otherwise paid to or received by the Chargor in respect of the Land;

SDN List means the Specially Designated Nationals List maintained by the Office of Foreign Assets Control of the US Department of the Treasury, or any similar list maintained by any Authority;

Secured Obligations means all money, obligations and liabilities now or at any time in the future due, owing or incurred in any manner whatsoever by the Chargor to the Security Trustee (whether in its personal capacity or as security trustee for the Secured Parties) or to any of the other Secured Parties whether actually or contingently, whether directly or indirectly, whether solely or jointly with any other person and whether as principal or surety, including, without limitation, all interest, discount, commission, fees, charges and expenses and together with any matters relating to or arising in respect of those moneys, obligations and liabilities;

Secured Parties means

(k) the Security Trustee;

(l) the Finance Parties; and

(m) any Receiver and/or any Delegate;

Security Assets means all Assets of the Chargor or any of them which are the subject of any security created or expressed to be created by or pursuant to this Deed;

Securities means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any person (other than the Chargor) and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000) including all rights and benefits arising and all money payable in respect of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise (including in all subsidiary undertakings or the certificates for which are now or in the future deposited with or to the order of the Security Trustee or which if uncertificated are held in an escrow or other account in the favour of the Security Trustee or held in the Security Trustee's name or in the name of a nominee to the order of the Security Trustee);

Security Interest means any mortgage, charge, pledge, lien, assignment, encumbrance, right of set off or security interest whatsoever, howsoever created or arising or any other agreement, arrangement or court order having substantially the same economic effect as the foregoing;

Security Period means the period beginning on the date of this Deed and ending on the date on which the Security Trustee is satisfied that all Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all facilities made available by each of the Finance Parties to the Chargor have been cancelled;

Set off Amount has the meaning given to it in Clause 24.1 (*Set off*);

Subsidiary means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006; and

Transferee has the meaning given to it in Clause 26.1 (*Transfer and disclosure*).

1.2 **Interpretation**

(a) In this Deed, except where the context otherwise requires:

(i) references to the Secured Parties (including references to the Security Trustee and the Finance Parties) include references to any of their respective nominees, agents, Delegates, successors in title and permitted assigns and transferees and references to the Chargor include references to their respective successors in title and permitted assigns and transferees;

(ii) unless otherwise indicated, references to the Security Trustee mean the Security Trustee acting in its capacity as security trustee for and on behalf of the Secured Parties;

(iii) ***winding up*** includes any winding up, reconstruction, administration, dissolution, liquidation, bankruptcy and any analogous procedure or step under any applicable law;

(iv) references to any deed, instrument, certificate, agreement or contract (including this Deed) or a provision thereof shall be construed as a reference to that deed, instrument, certificate, agreement or contract or provision as from time to time varied, novated, amended, supplemented or replaced (however fundamentally);

(v) expressions importing the singular shall include the plural and vice versa and words denoting any gender include all genders;

(vi) references to any statute or other legislative provision shall include any statutory or legislative modification, re-enactment or any substitution of such statute or provision and, where applicable, any equivalent statute or legislation in another jurisdiction;

(vii) a time of day is a reference to London time; and

(viii) references to a person shall be construed as a reference to any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality).

(b) The headings in this Deed are for ease of reference only and shall not affect its interpretation.

2. **SECURED PARTIES**

Each party agrees that the Security Trustee's interests and rights under and in respect of this Deed shall be held by the Security Trustee on trust for and on behalf of the Secured Parties.

3. **AGREEMENT TO PAY**

3.1 The Chargor, as primary obligor and not merely as surety, covenants with the Security Trustee that it will pay or discharge on demand the Secured Obligations on the date(s) on which such

Secured Obligations are expressed to become due and in the manner provided for in the document under which liability for such Secured Obligations arises.

3.2 Default interest on the Secured Obligations, shall accrue in respect of any overdue amount from its due date or, in the case of any cost, charge, loss, liability, expense and other amount referred to in Clause 23 (*Expenses and Indemnities*) from the date such amount was expended, paid or debited on account by the Security Trustee or any other Secured Party (without the necessity of any demand being made for payment thereof), in each case, up to the date of actual payment (both before and after judgment) at the Default Rate. Any default interest accruing under this paragraph shall be immediately payable by the Chargor on demand by the Security Trustee or any other Secured Party. Unless otherwise agreed, such default interest (if unpaid) will be compounded with the relevant overdue amount or cost, charge, loss, liability, expense and other amount referred to in Clause 23 (*Expenses and Indemnities*) on a monthly basis but will remain immediately due and payable.

4. CHARGES

4.1 General

All security created by the Chargor under this Clause 4 is:

(a) continuing security for the payment and discharge of the Secured Obligations;

(b) granted with full title guarantee;

(c) granted in respect of all the right, title and interest (if any), present and future of the Chargor in and to the relevant Security Asset; and

(d) granted in favour of the Security Trustee to hold on trust for and on behalf of the Secured Parties.

4.2 Fixed charges

The Chargor charges by way of first fixed charge:

(a) all Land in England and Wales now vested in it and not registered at the Land Registry;

(b) all Land in England and Wales now vested in it and registered at the Land Registry;

(c) all other Land which is now, or in the future becomes, its property;

(d) (to the extent that they are not Land) all plant, machinery, computers, vehicles, office or other equipment now or in the future owned by it and its interest in any plant, machinery, computers, vehicles, office or other equipment in its possession (but excluding any for the time being part of its stock-in-trade or work-in-progress) and the benefit of all contracts, licences and warranties relating to them;

(e) (to the extent not validly and effectively assigned pursuant to Clause 4.3(a) (*Assignment*) below) all Rental Income and the benefit to the Chargor of all other rights and claims to which

the Chargor is now or may in the future become entitled in relation to the Land, including (but not limited to) all rights and claims of the Chargor against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of any Land and all chargors and sureties for the obligations of such persons;

(f) all Securities;

(g) the Insurance Contracts together with all rights and interest in the Insurance Contracts (including the benefit of all claims arising and, to the extent not validly and effectively assigned pursuant to Clause 4.3(f) (*Assignment*) below, all monies payable under them);

(h) all of its present and future goodwill;

(i) all of its present and future uncalled capital;

(j) all of its present and future Intellectual Property Rights;

(k) all trade secrets, confidential information and know-how owned or enjoyed by it now or in the future in any part of the world;

(l) all other debts now or in the future owing to it save for those arising on fluctuating accounts with associates (as defined in section 345 of the Companies Act 2006);

(m) all of its present and future right, title, benefit and interest in and to each Fixed Charge Account and each related Deposit; and

(n) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to it as security in respect of any Asset itself subject to a fixed charge in favour of the Security Trustee.

4.3 **Assignment**

The Chargor assigns and agrees to assign all of its right, title, estate and other interests in and to:

(a) the Rental Income and the benefit to the Chargor of all other rights and claims to which the Chargor is now or may in the future become entitled in relation to the Land including (but not limited to) all rights and claims of the Chargor against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of any Land and all chargors and sureties for the obligations of such persons;

(b) the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any professional advisors now or at any time engaged by the Chargor in relation to any Land and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other equipment now or from time to time in the buildings erected or to be erected on any Land and any other person, firm or company now or from time to time under contract with or under a duty to the Chargor and the benefit of all sums recovered in any proceedings against all or any of such persons;

(c) the benefit of all Property Agreements and the proceeds of any claim, award or judgement arising out of any Property Agreement and all sums paid or payable to the Chargor under or in respect of any Property Agreement;

(d) each Assigned Account and all related Deposits;

(e) (to the extent that any Intellectual Property Rights are not capable of being charged pursuant to Clause 4.2 (*Fixed charges*), whether by reason of lack of any third party consent which is required, or otherwise) its right, title and interest (if any) in and to any and all damages, compensation, remuneration, profit, rent, fees, royalties or income which it may derive from such Intellectual Property Rights or be awarded or entitled to in respect of such Intellectual Property Rights; and

(f) any sums payable to it pursuant to any Insurance Contract,

provided that nothing in this Clause 4.3 shall constitute any Secured Party as a mortgagee in possession.

4.4 **Floating charges**

(a) The Chargor charges by way of first floating charge all its present and future undertaking and Assets of whatever type and wherever located.

(b) The floating charge created by the Chargor under Clause 4.4(a) above shall be deferred in point of priority to all other security or security interests created under or pursuant to this Deed.

(c) The floating charge created by the Chargor under Clause 4.4(a) above is a "qualifying floating charge" for the purposes of paragraph 14(2)(a) of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002). Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to this Deed.

4.5 **Conversion of floating charges**

(a) **By notice**: Subject to the Insolvency Act 1986, the Security Trustee may by notice to the Chargor convert the floating charges created by this Deed into fixed charges as regards all or any of the Chargor's Assets specified in the notice at any time. At any time after the floating charges created by this Deed have been converted to fixed charges, the Security Trustee may by notice, subsequently reconvert it into a floating charge by notice in writing.

(b) **Automatic conversion**: Subject to the Insolvency Act 1986 and Clause 4.5(c) (*Moratorium*) below, the floating charges created by this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted (without any notice) into fixed charges over the Assets, rights and property of the Chargor:

(i) on the convening of any meeting of the members or directors of the Chargor to consider a resolution to wind up the Chargor or put the Chargor into administration;

(ii) on a resolution being passed or an order being made for the winding-up, dissolution, administration or re-organisation of the Chargor;

(iii) on the appointment of a liquidator or an administrator (whether out of court or otherwise) to the Chargor;

(iv) on any person levying or attempting to levy any distress, execution or other process against any Security Assets of the Chargor;

(v) on the Chargor ceasing to carry on business or a substantial part of it or ceasing to be a going concern;

(vi) on the Chargor stopping making payments to its creditors or giving notice to creditors that it intends to stop payment;

(vii) on the Chargor creating or attempting to create a trust over any of the Security Assets;

(viii) on the holder of any other Security Interest whether ranking in priority to or *pari passu* with or after the charges and security contained in this Deed or the Chargor appointing, requesting the appointment of, an administrator, an administrative receiver, receiver, manager or receiver and manager in respect of the Chargor; or

(ix) any floating charge granted by the Chargor to any other person crystallising for any reason whatsoever.

(c) **Moratorium**: the floating charges created pursuant to Clause 4.4 (*Floating charges*) may not be converted into fixed charges solely by reason of:

(i) the obtaining of a moratorium; or

(ii) anything done with a view to obtaining a moratorium,

under Schedule A1 of the Insolvency Act 1986.

4.6 **Implied covenants of title**

The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clauses 4.2 (*Fixed charges*), 4.3 (*Assignment*) and 4.4 (*Floating charges*) above. It shall be implied in respect of Clauses 4.2 (*Fixed charges*), 4.3 (*Assignment*) and 4.4 (*Floating charges*) above that the Chargor is disposing of the Security Assets free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

4.7 **Ownership**

The Chargor is the legal and beneficial owner of, and has good and marketable title to, its Security Assets, in each case, free from security (other than that created by or pursuant to this Deed) and restrictions and onerous covenants.

5. **DELIVERY OF DOCUMENTS OF TITLE AND REGISTRATION**

5.1 The Chargor shall on the date of this Deed deliver (or procure delivery) to the Security Trustee of, and the Security Trustee shall be entitled to hold and retain during the Security Period, all deeds, certificates and other documents of title relating to the property charged pursuant to this Deed (including any lease or licences relating to it) where originals thereof are not required to be registered.

5.2 The Chargor shall at any time as required by the Security Trustee execute and deliver to the Security Trustee any documents and transfers to constitute or perfect an equitable or legal charge or a pledge (at the Security Trustee's option) over any Securities, including uncertificated Securities within any clearing, transfer, settlement and/or depository system, and give any instructions and take any actions the Security Trustee may require to achieve this.

5.3 The Chargor 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.

5.4 The Chargor undertakes to make or procure that there is made a due application to the Land Registry in respect of any Land that is registered land (with the Chargor's consent as proprietor of the relevant registered estate):

(a) to enter a restriction in the following terms on the relevant register of title:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge in the debenture dated [ ] in favour of Barclays Security Trustee Limited (to hold on trust for and on behalf of the secured parties specified therein) as referred to in the charges register or their conveyancer"; and

(b) to enter an obligation to make further advances on the relevant register of title.

5.5 The Chargor certifies to the Land Registry that the Security Interest created under or pursuant to this Deed does not contravene any of the provisions of the memorandum or articles of association or other constitutive documents of the Chargor.

5.6 The Chargor shall, if requested by the Security Trustee, execute and deliver to the provider of any Insurance Contracts, such notices and other documents as the Security Trustee may reasonably require in relation to the assignment by way of security.

5.7 The Chargor undertakes not to amend, vary or waive the terms and conditions relating to any Insurance Contract without the prior written consent of the Security Trustee.

6. **NOTICE OF ACCOUNT SECURITY**

6.1 The execution of this Deed by the Chargor and the Security Trustee shall constitute notice to the Barclays Account Bank of the security created over each Fixed Charge Account and each

related Deposit, and the Chargor irrevocably instructs the Barclays Account Bank that it shall, and the Barclays Account Bank confirms and agrees that it will, upon any direction by the Security Trustee or persons authorised by the Security Trustee following the service of a default notice or following any failure to pay any of the Secured Obligations when they fall due, only act in accordance with the instructions given by the Security Trustee or by persons authorised by the Security Trustee in relation to each Fixed Charge Account and each related Deposit.

6.2 The Chargor shall, on the request of the Security Trustee following the service of a default notice or following any failure to pay any of the Secured Obligations when they fall due, deliver to the Security Trustee (or procure the delivery of) a Notice of Account Security duly executed by, or on behalf of the Chargor in respect of the Accounts held with any bank, building society, financial institution or other person (other than the Barclays Account Bank) (if any) and the related Deposits and the Chargor shall use all reasonable endeavours to procure from the recipient of such Notice of Account Security an acknowledgement in the form set out in therein.

7. RIGHTS UNDER SECURITIES

7.1 Unless and until this Deed becomes enforceable or the Security Trustee directs otherwise:

(a) all and any cash dividends paid in respect of the Securities or any of them received by the Security Trustee (or its nominee) shall be released to the Chargor;

(b) all voting and other rights and powers attached to or conferred upon the Securities shall continue to be exercised by the Chargor for so long as it remains their registered owner; and

(c) the Security Trustee will, where it (or its nominee) is registered as holder of the Securities, exercise all voting and other rights and powers attached to the Securities, as the Chargor may from time to time in writing reasonably direct (and in the absence of such instructions the Security Trustee, or its nominee, shall not exercise any such rights), and the Security Trustee shall instruct any nominee for the time being registered as holder of the Securities accordingly.

7.2 At any time and from time to time after this Deed becomes enforceable or the Security Trustee directs:

(a) all and any dividends and other distributions accruing on or deriving from the Securities (notwithstanding that they may have accrued in respect of an earlier period), including without limitation, all money payable in respect of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise shall:

(i) if received by the Chargor (or any nominee of it), be held on trust for the Security Trustee and (if requested by the Security Trustee) immediately be paid and transferred to the Security Trustee; and

(ii) when and if received by the Security Trustee (or its nominee) shall form part of the Securities and be held by the Security Trustee on the terms of this Deed as additional security (and, if cash, be paid into a cash collateral deposit account and may be

applied by the Security Trustee at any time and from time to time thereafter in or towards the discharge of the Secured Obligations as the Security Trustee thinks fit);

(b) following the Security Trustee serving notice on the Chargor, the Security Trustee (or its nominee) may from time to time exercise (and may from time to time direct the exercise of) all voting and other rights and powers (by statute or otherwise) attached to or conferred on the Securities in such manner as the Security Trustee (in its reasonable discretion) thinks fit and the Chargor shall, and shall procure that any nominee of the Chargor shall, comply with any such directions of the Security Trustee (or its nominee). For the avoidance of doubt, until such time as the Security Trustee (or its nominee) takes any steps to exercise any voting or other rights and powers attached to or conferred on the Securities, all such rights and powers shall remain with the Chargor; and

(c) the Chargor shall (and shall procure that any nominee of it shall), if required by the Security Trustee, agree to accept short notice for and to attend all or any meetings or class meetings of the holders of the Securities, to appoint proxies and exercise all voting and other rights and powers, which may at any time be exercisable by the holders of the Securities as the Security Trustee may from time to time direct.

7.3 The rights and powers attached to or conferred upon the Securities shall, for the purposes of Clause 7.2(b) above, include (without limitation) all powers given to trustees by the Trustee Act 2000 in respect of securities subject to a trust and shall be exercisable without any need for any further consent or authority of the Chargor.

8. REPRESENTATIONS

8.1 The Chargor represents and warrants that:

(a) it has full power and authority and is legally empowered to enter into this Deed and to grant security over the Security Assets on the terms set out herein;

(b) it has taken all necessary actions (including corporate actions) to authorise the acceptance of and the exercise of its rights under this Deed and the performance of its obligations under this Deed and all other documents to be entered into by it in connection herewith;

(c) there is no legal or other restriction on its ability to enter into and perform its obligations in respect of this Deed, including that such entry or performance will not constitute a breach of any law, regulation or official directive to which it is subject or any agreement by which it is bound;

(d) this Deed will be valid, binding and enforceable in accordance with its terms;

(e) neither the Chargor nor any of its affiliates is either:

(i) listed, or is owned or controlled, directly or indirectly, by any person which is listed, on an SDN List; or

(ii) located, organised or resident in a country which is the subject of sanctions by any Authority;

(f) no Security Interest (other than the Security Interests created or expressed to be created by or pursuant to this Deed) exists on, over or in relation to any of the Security Assets at the date of this Deed;

(g) any Security Assets in the form of Securities are fully paid and not subject to any option to purchase or similar rights. The constitutional documents of companies whose Securities are subject to the security created by this Deed do not and could not restrict or inhibit any transfer of those Securities on creation or enforcement of the Security; and

(h) no "warning notice" or "restrictions notice" (as defined in Clause 1(2) of Schedule 1B of the Companies Act 2006) has been issued in respect of all or any part of the Securities.

Each of the above representations (excluding those set out in Clauses 8.1(f) and 8.1(g)) will be correct and complied with in all respects at all times during the Security Period as if repeated by reference to the then existing circumstances.

9. GENERAL UNDERTAKINGS

The Chargor undertakes to procure that:

(a) it shall not make any material change in the scope or nature of its business;

(b) if the Chargor is a partnership, it shall notify the Security Trustee in writing immediately of any change in the membership of the partnership. Whenever possible such notification shall be given in advance of such change; and

(c) if the Chargor comprises one or more trustees, the Chargor shall give to the Security Trustee not less than 28 days' prior written notice of the proposed retirement of any trustee or the appointment of any new trustee (which shall not be effected without the prior written consent of the Security Trustee) and shall notify the Security Trustee in writing, immediately upon the death of any trustee or the dissolution of any firm or corporation acting as trustee.

10. INFORMATION AND ACCESS

10.1 The Chargor shall from time to time on request by the Security Trustee, provide the Security Trustee with such information and documentation as the Security Trustee may reasonably require relating to the Security Assets and its compliance with the terms of this Deed.

10.2 The Chargor shall permit the Security Trustee, its representatives, professional advisers and contractors, free access at all reasonable times and on reasonable notice to inspect the Security Assets (including, without limitation, for the purposes of conducting a valuation of the Security Assets).

10.3 The Chargor shall promptly notify the Security Trustee of any litigation, arbitration or administrative proceedings commenced, pending or threatened against it or any of its Subsidiaries or any other event which is reasonably likely to adversely affect the value or otherwise depreciate, impair or prejudice any Security Asset or result in the security created by this Deed becoming enforceable.

11. PRIORITY OF CHARGES

11.1 Any mortgage, assignment, fixed charge or other fixed security the Chargor creates in the Security Trustee's favour, will have priority over the floating charge created by Clause 4.4 (*Floating charges*) unless the Security Trustee states otherwise.

11.2 Any debentures, assignment, mortgages or charges (fixed or floating) which the Chargor creates in the future (except those in the Security Trustee's favour) shall be expressed to be subject to this Deed and shall rank in order of priority behind the security created pursuant to this Deed.

12. COLLECTION OF RECEIVABLES

12.1 The Chargor shall collect and realise all Receivables and immediately on receipt pay all money which it receives in respect of them into the Chargor's bank account with the Barclays Account Bank, or into any other account specified by the Security Trustee and notified in writing to the Chargor (which may include an account held with a member of the Barclays Group), in each case on such terms as the Security Trustee may direct. Pending that payment, the Chargor will hold all money so received upon trust for the Security Trustee, separate from its own money. The Chargor may not, without prior written consent, charge, factor, discount, assign, postpone, subordinate or waive its rights in respect of any Receivable in favour of any other person (other than the Security Trustee) or purport to do so.

12.2 If required by the Security Trustee, the Chargor shall serve notice, in such form as the Security Trustee may reasonably require, on the account bank (if not a Finance Party) of the security constituted by this Deed.

12.3 If a credit balance on any account of the Chargor with any member of the Barclays Group includes proceeds of Receivables credited or transferred to that account, the Security Trustee has an absolute discretion to direct the relevant member of the Barclays Group to permit or refuse to permit the Chargor to utilise or withdraw that credit balance and the Security Trustee may in its sole discretion at any time direct the relevant member of the Barclays Group to transfer all or any part of that credit balance to any other account of the Chargor with that member of the Barclays Group, or to a suspense account opened for the purpose of holding or realising such funds, or in reduction of any outstanding Secured Obligations. The Parties hereto agree to comply with, and take any necessary action to effect, any of the directions given by the Security Trustee pursuant to this clause 12.3.

12.4 If the Security Trustee releases, waives or postpones its rights in respect of any Receivables for the purpose of enabling the Chargor to factor, discount or otherwise sell them to a Secured Party or to a third party, the charges created by this Deed will in all other respects remain in full force and effect. In particular, all amounts due to the Chargor from the Secured Party or the third party and any Receivables re-assigned or due to be re-assigned to the Chargor will be subject to the relevant fixed charge detailed in Clause 4.2 (*Fixed charges*), subject only to any defences or rights of retention or set off which the Secured Party or the third party may have against the Chargor.

13. COVENANTS RELATING TO LAND AND OTHER ASSETS

13.1 The Chargor shall:

(a) keep its Land, plant, machinery, computers, vehicles, office or other equipment in good and substantial repair and condition to the satisfaction of the Security Trustee;

(b) perform and observe in all material respects all the covenants, conditions and stipulations (whether as landlord or tenant) in any lease, agreement for lease or other right to occupy in respect of any of its Land and shall not do or permit to subsist any act or thing as a result of which any such lease, agreement for lease or other right to occupy may be subject to determination or right of re-entry or forfeiture prior to the expiration of its term;

(c) not at any time without the prior written consent of the Security Trustee, sever or remove any of the fixtures forming part of its Land or any of the plant or machinery (other than stock in trade or work in progress) on or in its Land, if to do so would reasonably be expected to have a materially adverse effect of the value, saleability or use of the Land or the enforceability of this Deed;

(d) comply with all planning laws and regulations and the terms of any authorisation in respect of any such planning laws and regulations, in each case relating to any of its Land;

(e) obtain and maintain in full force and effect all Environmental Approvals and ensure that the business and/or operations carried on at the Land comply in all respects with all Environmental Laws and Environmental Approvals;

(f) promptly on becoming aware of it, inform the Security Trustee of any Environmental Claim which has been made or threatened against the Chargor or any occupier of the Land or any of the officers of the Chargor in their capacity as such, setting out the action which is to be taken with respect to that Environmental Claim; and

(g) notify the Security Trustee promptly on becoming aware of any Environmental Contamination at or brought on to the Land or circumstances likely to lead to Environmental Contamination which might give rise to any Environmental Claim, and take or procure the taking of all necessary action to deal with, remedy or remove from the Land or prevent the incursion of (as the case may be) that Environmental Contamination or circumstances likely to lead to Environmental Contamination, so as to prevent an Environmental Claim, endeavouring always to minimise the danger or harm arising to the Environment.

13.2 The Chargor shall not, without the Security Trustee's prior written consent:

(a) grant or agree to grant (whether in exercise of or independently of any statutory power) any lease or tenancy;

(b) agree to any amendment or waiver or surrender of any lease or tenancy;

(c) commence any forfeiture proceedings in respect of any lease or tenancy;

(d) part with or share possession or confer upon any person any contractual licence or right to occupy;

(e) consent to any assignment of any tenant's interest under any lease or tenancy;

(f) agree to any rent review in respect of any lease or tenancy; or

(g) serve any notice on any former tenant under any lease or tenancy (or any Chargor of that former tenant) which would entitle it to a new lease or tenancy, in respect of all or any part of its Land.

13.3 If the Chargor fails to comply with any of the undertakings in this Clause 13, the Security Trustee (and its agents and contractors) shall be entitled to do such things as it considers are necessary or desirable to remedy such failure. The Chargor shall immediately on request by the Security Trustee, pay the costs and expenses of the Security Trustee (and its agents and contractors) incurred in connection with any action taken under this Clause 13.

14. ACCOUNTS

14.1 Notification and Variation

The Chargor shall promptly deliver to the Security Trustee on the date of this Deed (and, if any change occurs thereafter, on the date of such change), details of each Assigned Account opened or maintained by it with any bank, building society, financial institution or other person.

14.2 Security Trustee rights

At any time and from time to time after this Deed becomes enforceable or the Security Trustee directs, the Security Trustee shall be entitled, without notice or further demand, to:

(a) demand, receive and apply against the Secured Obligations, all and any monies due under or arising out of each Account (including the related Deposits);

(b) exercise in relation to each Account all such rights as the Chargor was then entitled to exercise, in relation to such Account or might, but for the terms of this Deed, exercise; and

(c) make any direction or instruction to the Barclays Account Bank or any bank, building society, financial institution or other person at which an Assigned Account is held to give effect to this Clause 14.2.

14.3 Terms of Accounts

Except with the Security Trustee's prior written consent and subject to Clause 14.4 (*Partial maturity*), each Fixed Charge Account shall be maintained on the terms that any relevant Deposit shall mature on the earlier of:

(a) the first time at which: (i) there are no remaining Secured Obligations; and (ii) the relevant Finance Party is not under any obligation or liability (actual or contingent) to make advances

or provide other financial accommodation which, if made or provided, would give rise to any Secured Obligations; and

(b) close of business in London on the date on which any of the Secured Obligations shall have become due and payable and shall not have been paid upon becoming so due and payable,

so that, at such time as any such credit balance shall mature (or at any time thereafter), the Security Trustee may exercise in relation to that credit balance any rights of set-off, combination or consolidation to which any of the Secured Parties may be entitled under this Deed, any other contract, or at law.

14.4 **Partial maturity**

If, on any day, any of the Secured Obligations become due and payable and have not been paid by close of business in London on the same day, then only so much of the Deposit from time to time on any Fixed Charge Accounts shall mature as equals the amount of the Secured Obligations which became due and payable and had not been paid by close of business on that day.

14.5 **Interest on Deposit**

Interest shall accrue on each Deposit on any Fixed Charge Accounts at such rates and be payable on such dates and in such manner as agreed by the parties from time to time.

14.6 **Restrictions on Deposits**

(a) The Chargor shall, prior to this Deed becoming enforceable or unless the Security Trustee otherwise directs, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account.

(b) At any time and from time to time after this Deed becomes enforceable or the Security Trustee directs, the Chargor shall not be entitled to receive, withdraw or otherwise transfer any Deposit from time to time on any Account except with the prior written consent of the Security Trustee.

15. **NEGATIVE PLEDGE**

15.1 The Chargor shall not, without the prior written consent of the Security Trustee:

(a) create, agree to create or permit to exist any trust, interest or Security Interest (howsoever ranking in point of priority) of any nature whatsoever (including such as arises by operation of law or any enactment) in, over or affecting all or any part of its Security Assets; or

(b) subject to Clause 15.2(b) below, part with, grant or enter into a lease of, sell, transfer, assign or otherwise dispose of (including by way of declaration of trust) all or any part of its Security Assets or any interest in them or agree to do so.

15.2 The Chargor undertakes to the Security Trustee that, save as expressly permitted by the Security Trustee in writing, it will not:

(a) create any mortgage or any fixed or floating charge or other security, over any of the Floating Charge Assets (whether having priority over, or ranking *pari passu* with or subject to, the floating charges created by this Deed); or

(b) sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.

16. PRESERVATION OF SECURITY

16.1 Ruling off

If any Secured Party (in this Clause 16.1, the ***relevant Secured Party***) receives notice of any subsequent interest or Security Interest affecting any Security Asset:

(a) each of the Secured Parties may open a new account or accounts in respect of the Chargor and if any Secured Party does not open a new account, it shall nevertheless be treated as if it had done so at the time when the relevant Secured Party had received the notice;

(b) all payments made by the Chargor to any Secured Party after the relevant Secured Party receives such notice, shall be credited or be treated as having been credited to its new account and in no circumstances whatsoever shall such payments operate to reduce the amount due from the Chargor to the relevant Secured Party at the time when the relevant Secured Party had received the notice; and

(c) all payments made by a Secured Party to the Chargor after any Secured Party receives such notice shall be deemed to have been first made out of any payments last received into any account of the Chargor with any Secured Party.

16.2 Release

If at any time the Secured Obligations shall have been paid and discharged in full and the Security Trustee is satisfied that none of the Secured Parties has any commitment, obligation or liability of any kind (present or future, actual or contingent), the Security Trustee will at the request and cost of the Chargor re-assign the Security Assets to the Chargor or otherwise discharge the security constituted under this Deed.

16.3 Retention of Charges

Notwithstanding Clause 16.2 (*Release*):

(a) if the Security Trustee shall have reasonable grounds for believing that the Chargor may be insolvent, bankrupt or unable to pay its debts as and when they fall due or that the value of the Chargor's assets may be less than the amount of its liabilities, taking into account its contingent and prospective liabilities or may be deemed for the purposes of any law to be insolvent or bankrupt, as at the date of any payment made by the Chargor to any Secured

Party, then the Security Trustee shall be at liberty to retain the security contained in or created pursuant to this Deed, until the expiry of a period of one month plus such statutory period within which any assurance, security, guarantee or payment can be avoided or invalidated;

(b) the Security Trustee shall be able to exercise its rights under paragraph (a) above notwithstanding (i) the payment and discharge in full of all Secured Obligations or (ii) any release, settlement, discharge or arrangement that may be given or made by the Secured Party on, or as a consequence of, such payment or discharge of liability; and

(c) if at any time within such period as is referred to in paragraph (a) above, any step or corporate action is taken in respect of the Chargor in relation to or with a view to any insolvency, bankruptcy, administration, winding up or receivership proceedings or procedure as set out in Part 26 of the Companies Act 2006 or in the Insolvency Act 1986 or in relation to or with a view to any analogous proceedings or procedure in any jurisdiction the Security Trustee shall be at liberty to continue to retain such security for such further period as the Security Trustee may reasonably determine and such security shall be deemed to have continued to have been held as security for the payment and discharge to the Secured Parties of all Secured Obligations.

17. FURTHER ASSURANCES

17.1 The Chargor shall, on demand, execute any document and do any other act or thing (in either case, at the expense of the Chargor) which the Security Trustee or any other Secured Party may reasonably specify for protecting, preserving or perfecting any security created or intended to be created by this Deed or for facilitating the realisation thereof or otherwise for enforcing the same or exercising any of the powers, rights and discretions of the Security Trustee or any other Secured Party under this Deed, including the execution of all releases, transfers, assignments and other documents and the giving of all notices, orders, instructions, directions and requests for any consents to enable the property to be charged which the Security Trustee or any other Secured Party may reasonably request and the Chargor irrevocably and severally by way of security appoints the Security Trustee (and any Receiver or Delegate appointed under this Deed), as its attorney in its name and on its behalf to sign, execute and deliver all such documents and do any act or thing as the Security Trustee may think fit.

17.2 The Chargor by way of security irrevocably and severally appoints the Security Trustee (and any Receiver or Delegate appointed under this Deed) to be its attorney with full power of substitution, on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:

(a) prior to service of a default notice or any demand for payment, to do anything which the Chargor is obliged to do under this Deed (but has not done);

(b) on and after service of a default notice or any demand for payment, to do anything which the Chargor is obliged to do under this Deed; and

(c) to take any action which is ancillary to the exercise of any of the rights conferred on the Security Trustee or any other Secured Party, in relation to any Security Asset or under this Deed or any other agreement with the Security Trustee or any other Secured Party, the Law of

Property Act 1925 or the Insolvency Act 1986, and ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause 17.2.

18. ENFORCEMENT

18.1 On and after service of a default notice or any failure to pay any of the Secured Obligations when they fall due or a request from the Chargor to the Security Trustee that it exercise any of its powers under this Deed (or if any steps are taken to appoint an administrator of the Chargor), the Security Interests created by and under this Deed shall be immediately enforceable and the Security Trustee, without prejudice to the powers conferred on it by virtue of the Law of Property Act 1925, shall be entitled to:

(a) secure and perfect its title to all or any part of the Security Assets;

(b) enforce all or any part of that Security at the times, in the manner and on the terms it thinks fit;

(c) take possession of and hold or dispose of all or any part of the Security Assets (and any Assets of the Chargor which, when got in, would be part of the Security Assets) at the times, in the manner and on the terms it thinks fit; and

(d) transfer or otherwise dispose of any Security Asset and to give good discharge for any moneys received by the Security Trustee in exercise of such power of sale and/or disposal.

18.2 If no default notice has been served on the Chargor, the Security Trustee shall as soon as reasonably practicable after exercising any power pursuant to Clause 18.1 above, notify the Chargor of such exercise.

18.3 To the extent that the Security Interests created by this Deed constitute a "security financial collateral arrangement" and the Security Assets constitute "financial collateral" for the purpose of the Financial Collateral Arrangements (No. 2) Regulations 2003 (the ***Regulations***), the Security Trustee shall have the right on giving prior notice to the Chargor, at any time after the Security Interest becomes enforceable, to appropriate all or any part of the Security Assets in or towards discharge of the Secured Obligations. The parties agree that the value of the appropriated Security Assets shall be, in the case of cash, the amount of cash appropriated and, in the case of Securities, determined by the Security Trustee by reference to any publicly available market price in the absence of which by such other means as the Security Trustee (acting reasonably) may select including, without limitation, an independent valuation. The parties agree that the value of each Account shall be the amount of the credit balance on it, together with any accrued but unposted interest that is paid in relation to that Account at the time the right of appropriation is exercised. For the purpose of Regulation 18(1) of the Regulations, the Chargor agrees that any such determination by the Security Trustee will constitute a valuation "in a commercially reasonable manner".

19. **CONTINUING SECURITY**

The security constituted by this Deed shall be continuing, is made for securing further advances and will extend to the ultimate balance of the Secured Obligations, regardless of (i) any intermediate payment or discharge in whole or in part; and (ii) any amendment, variation, restatement, assignment, replacement, refinancing, novation or departure (however substantial or material) of, to or from any document constituting any Secured Obligations.

20. **INSURANCE**

20.1 The Chargor must insure all insurable Assets with an insurance office or underwriter acceptable to the Security Trustee, against loss or damage by fire and such other risks as the Security Trustee may specify from time to time. This insurance cover must be for the full replacement value and be index-linked. The Chargor must also maintain all other insurances normally maintained by prudent companies with similar activities to those of the Chargor or as the Security Trustee may require.

20.2 The Chargor must punctually make all premium and other payments necessary to effect or maintain these insurances and produce receipts for these payments at the request of the Security Trustee. If, at any time, the Chargor fails to have the required insurance cover in place or to produce any receipt on request or to deposit any policy with the Security Trustee under Clause 5 (*Delivery of Documents of Title and Registration*) or on request, the Security Trustee may take out or renew any insurance in any sum and on any terms the Security Trustee thinks appropriate and recover the costs of doing so from the Chargor.

20.3 All monies received on any insurance whatsoever in respect of loss or damage by fire or otherwise to said insurable Assets or any part thereof (whether effected or maintained by the Chargor in pursuance of its obligation under the covenant contained in this Clause 20 (*Insurance*) or independently of or otherwise than in pursuance of such obligation) shall as the Security Trustee requires either be applied in making good the loss or damage in respect of which the monies are received or be paid to the Security Trustee in or towards payment of the monies for the time being secured by this Deed or such part or parts thereof as the Security Trustee may require.

21. **ADMINISTRATOR**

21.1 At any time and from time to time after this security becomes enforceable, or if the Chargor so requests the Security Trustee in writing from time to time, the Security Trustee may appoint any one or more qualified persons to be an administrator of the Chargor, to act together or independently of the other or others appointed (to the extent applicable).

21.2 Any such appointment may be made pursuant to an application to court under paragraph 12 of Schedule B1 of the Insolvency Act 1986 (Administration application) or by filing specified documents with the court under paragraphs 14 to 21 (inclusive) of Schedule B1 of the Insolvency Act 1986.

21.3 In this Clause 21, a "qualified person" means a person who, under the Insolvency Act 1986, is qualified to act as an administrator of any company or individual with respect to which that person is appointed.

22. RECEIVER

22.1 Appointment of Receiver

(a) At any time after this security becomes enforceable, or if the Chargor so requests the Security Trustee in writing at any time, the Security Trustee may, (unless precluded by law) without further, notice appoint under seal or in writing, any one or more qualified persons to be a Receiver of all or any part of the Security Assets, to act together or independently of the other or others appointed to the extent applicable.

(b) In this Clause 22, a "qualified person" means a person who, under the Insolvency Act 1986, is qualified to act as a Receiver of the property of any company or individual with respect to which that person is appointed.

22.2 Powers of Receiver

(a) Every Receiver appointed in accordance with Clause 22.1 (*Appointment of Receiver*) shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the Chargor) have and be entitled to exercise all of the rights, powers and discretions, as varied and extended by the provisions of this Deed, conferred by the Law of Property Act 1925 on any receiver appointed under that Act and those conferred by the Insolvency Act 1986 (and to use the name of the Chargor for all or any of such purposes). If at any time there is more than one Receiver in respect of all or any part of the Security Assets, each such Receiver may (unless otherwise stated in any document appointing that Receiver), exercise all of the powers conferred on a Receiver under this Deed or under the Insolvency Act 1986 individually and to the exclusion of each other Receiver.

(b) The rights, powers and discretions referred to in paragraph (a) above include (without limitation) the right, power and/or discretion (as the case may be):

(i) **Take possession**: to take immediate possession of, get in and collect the Security Assets or any part of the Security Assets whether accrued before or after the date of his appointment;

(ii) **Carry on business**: to carry on or manage the business of the Chargor, as the Receiver may think fit or to concur in or authorise the management of, or appoint a manager of the whole or any part of the business of the Chargor;

(iii) **Protection of assets**: to make and effect all repairs, alterations, improvements, replacements, developments, demolitions and insurances (including indemnity insurance and performance bonds and guarantees) and do all other acts which the Chargor might do in the ordinary conduct of its business, as well for the protection as for the improvement of the Security Assets and to commence and/or complete any building operations on any Land secured pursuant to this Deed and to apply for and

maintain any planning permissions, building regulation approvals and any other permissions, consents or licences, in each case as the Receiver may in its absolute discretion think fit or concur in any of the foregoing;

(iv) **Employees and advisers**: to appoint and discharge managers, officers, agents, accountants, servants, workmen and other advisers for the purposes of this Deed, upon such terms as to remuneration or otherwise as the Receiver may think proper and to discharge any such persons appointed by the Chargor;

(v) **Borrow money**: to borrow money for the purpose of exercising any of the powers, authorities and discretions conferred on the Receiver by or pursuant to this Deed and/or of defraying any costs, charges, losses or expenses (including the Receiver's remuneration) which shall be incurred by that Receiver in the exercise of such powers, authorities and discretions or for any other purpose, to raise and borrow money either unsecured or on the security of the Security Assets or any part of the Security Assets either in priority to the security constituted by this Deed or otherwise and generally on such terms and conditions as that Receiver may think fit and no person lending such money shall be concerned to enquire as to the propriety or purpose of the exercise of such power or to see to the application of any money so raised or borrowed;

(vi) **Sell business**: to sell or concur in selling the whole or any part of the Chargor's business whether as a going concern or otherwise;

(vii) **Sell assets**: to sell, exchange, grant options to purchase, license, surrender, release, disclaim, abandon, return or otherwise dispose of, convert into money or realise all or any part of the Security Assets by public auction or private contract and generally in such manner and on such terms as the Receiver shall think proper or to concur in any such transaction. Without prejudice to the generality of the foregoing the Receiver may do any of these things for a consideration consisting of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as the Receiver may think fit. Fixtures, other than landlords' fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor;

(viii) **Acquire assets**: to acquire assets for such consideration and on such terms as the Receiver may think fit, to purchase outright or acquire by leasing, hiring, licensing or otherwise, any land, buildings, plant, equipment, vehicles or materials or any other property, assets or rights of any description which the Receiver considers necessary or desirable for the carrying on, improvement or realisation of any of the Security Assets or the business of the Chargor or otherwise for the benefit of the Security Assets;

(ix) **Leases, etc.**: to grant or agree to grant any leases whatsoever and let on charter, sub-charter, hire, lease or sell on condition and to grant rights, options, licences or easements over all or any part of the Security Assets for such term and at such rent (with or without a premium) as the Receiver may think proper and to rescind, surrender and accept or agree to accept a surrender of any lease or tenancy of such Security Assets or agree to any variation of any such contract affecting all or any part of the

Security Assets on such terms as the Receiver may think fit (including the payment of money to a lessee or tenant on a surrender or any rent review);

(x) **Uncalled capital**: to call up or require the directors or members (as applicable) of the Chargor to call up all or any portion of the uncalled capital for the time being of the Chargor and to enforce payment of any call by action (in the name of the Chargor or the Receiver, as may be thought fit by the Receiver);

(xi) **Compromise**: to negotiate, settle, adjust, refer to arbitration, compromise, abandon and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor or relating in any way to the Security Assets or any part of them;

(xii) **Legal actions**: to bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to the Security Assets or any part of them as may seem to the Receiver to be expedient;

(xiii) **Receipts**: to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Security Assets;

(xiv) **Subsidiaries, etc.**: to form a Subsidiary or Subsidiaries of the Chargor in any jurisdiction and transfer to any such Subsidiary or any other company or body corporate, whether or not formed for the purpose, all or any part of the Security Assets;

(xv) **Powers, discretions, etc.**: to exercise any powers, discretions, voting, conversion or other rights or entitlements in relation to any of the Security Assets or incidental to the ownership of or rights in or to any Security Assets and to complete or effect any transaction entered into by the Chargor and complete, disclaim, abandon or modify all or any of the outstanding contracts or arrangements of the Chargor relating to or affecting all or any part of the Security Assets; and

(xvi) **General powers**: to do all such other acts and things as the Receiver may consider desirable or necessary for realising the Security Assets or any part of them or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of this Deed, to exercise in relation to the Security Assets or any part of them all such powers, authorities and things as the Receiver would be capable of exercising if it were the absolute beneficial owner of them,

and to use the name of the Chargor for all or any of such purposes.

22.3 **Removal**

The Security Trustee may from time to time, by writing remove any Receiver appointed by it (so far as it is lawfully able) and may, whenever it may deem it expedient, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

22.4 **Remuneration**

(a) The Security Trustee may from time to time, fix the remuneration of any Receiver appointed by it (which remuneration may be or include a commission calculated by reference to the gross amount of all moneys received or otherwise and may include remuneration in connection with claims, actions or proceedings made or brought against the Receiver by the Chargor or any other person or the performance or discharge of any obligation imposed upon the Receiver by statute or otherwise) but such remuneration shall be payable by the Chargor alone, and sections 109(6) and (8) of the Law of Property Act 1925 shall not apply in relation to any Receiver appointed under this Deed.

(b) The amount of such remuneration may be debited by the Security Trustee to any account of the Chargor, held with a Secured Party but shall, in any event, form part of the Secured Obligations and accordingly be secured on the Security Assets under the security contained in this Deed.

22.5 **Extent of appointment**

The exclusion of any Security Assets from the appointment of the Receiver shall not preclude the Security Trustee from subsequently extending the Receiver's or Receivers' appointment (or that of their replacement) to that part or appointing another Receiver over any other part of the Security Assets.

22.6 **No liability as mortgagee in possession**

None of the Secured Parties shall, nor shall any Receiver appointed as aforesaid, by reason of it or the Receiver entering into possession of the Security Assets or any part of them or for any other reason, be liable to account as mortgagee in possession or be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

22.7 **Agent of Chargor**

(a) Every Receiver of the Chargor duly appointed by the Security Trustee under the powers in that respect contained in this Deed shall be deemed to be the agent of the Chargor for all purposes and shall as such agent for all purposes be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Law of Property Act 1925.

(b) The Chargor alone shall be responsible for the contracts, engagements, acts, omissions, defaults and losses of the Receiver and for liabilities incurred by the Receiver and no Secured Party shall incur any liability for them by reason of the Security Trustee appointing such Receiver or for any other reason whatsoever.

22.8 **Security Trustee may exercise**

To the fullest extent permitted by law, all or any of the powers, authorities and discretions which are conferred by this Deed (either expressly or impliedly), upon a Receiver of the Security Assets, may be exercised after the security created under this Deed becomes enforceable by the Security Trustee in relation to the whole of such Security Assets or any part of them without first appointing a Receiver of

such property or any part of it or notwithstanding the appointment of a Receiver of such property or any part of it.

23. **EXPENSES AND INDEMNITIES**

23.1 The Chargor shall on demand pay to or reimburse the Secured Parties and their nominees, agents or Delegates on the basis of a full indemnity on an after tax basis the amount of all commissions, costs (including legal costs and remuneration), charges, losses, liabilities, and expenses and other sums reasonably incurred by the Security Trustee (whether acting in its personal capacity or as security trustee for and on behalf of the Secured Parties or any other Secured Party and any of their nominees, agents or Delegates) in connection with:

(a) the inspection or valuation of the Security Assets;

(b) making a demand for payment or the delay in receipt of payments under this Deed;

(c) a failure by the Chargor to perform its obligations under this Deed or otherwise breach any terms of this Deed; and

(d) the preservation, enforcement or the attempted preservation or enforcement of any of their rights under this Deed whether incurred as a result of any act or omission by, or proceedings involving, the Chargor or any third party together with interest on the amount payable in accordance with Clause 3 (*Agreement to pay*).

23.2 The Chargor shall on demand pay to or fully indemnify the Secured Parties or other nominee or agent on an after-tax basis against all losses, actions, claims, commissions, costs (including legal costs, expenses, proceedings, and remuneration), charges, losses, liabilities, expenses and other sums and expenditure which the Security Trustee (whether acting in its personal capacity or as security trustee for and on behalf of the Secured Parties) or any other Secured Party and any of their nominees or agents may suffer, pay or incur, acting reasonably, in connection with any payment or discharge in respect of the Secured Obligations (whether made by the Chargor or a third party) becoming void, voidable, ineffective or unenforceable for any reasons whatsoever.

23.3 Where, pursuant to Clauses 23.1 or 23.2 above, a sum is paid to such Secured Party (or their nominees, agents or Delegates), the Chargor shall, in addition, pay to the Secured Parties (or their nominees, agents or Delegates) in respect of value added tax:

(a) (except where the payment falls within Clause 23.3(b) below), such amount as equals any value added tax charged to the relevant Secured Party (or their nominees, agents or Delegates) in respect of the matter which gives rise to the payment and which the relevant Secured Party (or their nominees, agents or Delegates) certifies is not recoverable by it by repayment or credit (such certificate to be conclusive in the absence of manifest error); and

(b) on any reimbursement of or indemnification for any commissions, costs, charges, expenses or other items incurred by the relevant Secured Party (or their nominees, agents or Delegates) as agent for the Chargor, such amount as equals the amount included in the commissions, costs, charges, expenses or other items in respect of value added tax (and in such a case the relevant

Secured Party (or their nominees, agents or Delegates) shall provide the Chargor with an appropriate tax invoice in respect of such item, naming the Chargor as recipient of the relevant supply).

23.4 The Chargor agrees that no Secured Party will be held responsible for any loss suffered as a result of exercise of or failure to exercise by the Security Trustee or any other Secured Party of its rights under this Deed, except in the case of gross negligence or wilful default of the relevant Secured Party.

24. SET OFF

24.1 The Security Trustee or any other Secured Party may at any time and from time to time without notice (but shall not be obliged to) set off (i) any obligation which is due and payable by the Chargor to the Security Trustee, any other Secured Party and/or any other member of the Barclays Group and is unpaid against (ii) any obligation (whether or not matured) owed by the Security Trustee, any other Secured Party and/or any other member of the Barclays Group to the Chargor, regardless of the place of payment, booking branch or currency of either obligation (with the difference between the amounts in (i) and (ii) being the ***Set off Amount***), regardless of the place of payment, booking branch or currency of either obligation. Pursuant to the rights in the preceding sentence, any Secured Party may (and the Security Trustee may direct a Secured Party or other members of the Barclays Group to) debit an account held by the Chargor with any member of the Barclays Group by an amount up to and including the Set off Amount.

24.2 If the obligations are in different currencies, the Security Trustee and any other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set off and if when converted it leaves the Security Trustee or Secured Party (as applicable) with less than the amount due the Chargor must make good the amount of the shortfall on demand.

24.3 The Security Trustee and any other Secured Party may, in its absolute discretion estimate the amount of any liability of the Chargor which is contingent or unascertained and thereafter set off such estimated amount and no amount shall be payable by the Security Trustee or Secured Party (as applicable) to the Chargor unless and until all Secured Obligations have been ascertained and fully repaid or discharged.

25. DISCRETION AND DELEGATION

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

25.2 Each of the Security Trustee and any Receiver may at any time delegate all or any of the rights conferred on it by this Deed.

25.3 The delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions as the Security Trustee or the Receiver may think fit.

25.4 Such delegation shall not preclude either the subsequent exercise of such power, authority or discretion the Security Trustee or the Receiver itself or any subsequent delegation or revocation.

25.5 Under no circumstances shall the Security Trustee, nor any other Secured Party nor any Receiver or any Delegate (nor any officer, agent or employee of any of them) be liable to the Chargor or any other person as a result of or in connection with any act, default, omission or misconduct on the part of any Delegate.

26. **TRANSFER AND DISCLOSURE**

26.1 The Secured Parties may at any time sell, assign, novate, securitise or otherwise transfer all or part of their rights and/or obligations in respect of this Deed to any person at any time (a ***Transferee***). The Chargor consents to the disclosure by the Secured Parties of any information and documentation directly or indirectly concerning this Deed to any prospective or actual Transferee.

26.2 The Secured Parties may disclose any information relevant to this Deed in the Secured Parties' possession relating to the Chargor and the Security Assets to:

(a) any other member or affiliate of the Barclays Group and our or their officers, directors, employees, auditors, partners, consultants and professional advisers;

(b) a governmental, banking, taxation or other regulatory authority;

(c) any person in connection with a securitisation of all or any part of the loan assets of any member of the Barclays Group from time to time;

(d) any person who may otherwise enter into contractual relations with any member of the Barclays Group in connection with this Deed;

(e) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or governmental, banking, taxation or other regulatory authority or similar body;

(f) any rating agency (including its professional advisers) to enable the rating agency to carry out its normal rating activities;

(g) any credit reference agency; and

(h) any other obligor in respect of all or part of the Secured Obligations and any affiliate, holding company or subsidiary thereof.

26.3 The Chargor may not assign or otherwise transfer any of its rights or obligations under this Deed.

27. **FORBEARANCE**

No delay or omission on the part of the Security Trustee (or any other Secured Party) in exercising any right, power or privilege under this Deed will impair it or be construed as a waiver of it. A single or partial exercise of any right, power or privilege will not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or privilege.

28. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original. All such counterparts will together constitute one instrument.

29. **NOTICES, COMMUNICATIONS AND DEMANDS**

29.1 Any notice, communication or demand under or in connection with this Deed shall be in writing and shall be delivered personally, or by post to the Authorised Address and, if given by any Secured Party, may be made or given by any manager, officer or agent of that Secured Party or of any branch of that Secured Party.

29.2 Any notice, communication or demand made or delivered under or in connection with this Deed to the Chargor will only be effective in the case of a letter which is sent by post, in a first-class prepaid letter where available, and is posted before the last collection of letters from the letter box in which it was posted has been made on any day, at 10.00 a.m. on the next succeeding day upon which a delivery of letters is made.

29.3 Any notice to any Secured Party, shall be addressed in writing and sent by post to Barclays Security Trustee Limited at Business Lending Services, PO Box 16276, One Snowhill, Snowhill Queensway, Birmingham, B2 2XE and shall only be effective when actually received by that Secured Party.

29.4 Demands under this Deed may be made from time to time and, at any time, the liabilities and obligations of the Chargor under this Deed may be enforced, irrespective of:

(a) whether any demands, steps or proceedings are being or have been made or taken against any third party; or

(b) whether or in what order any security to which any Secured Party may be entitled in respect of the Secured Obligations and any other obligations secured under this Deed is enforced.

29.5 All notifications or determinations given or made by any Secured Party shall be conclusive and binding on the Chargor, except in the case of manifest error.

30. **MISCELLANEOUS PROVISIONS**

30.1 If at any time any one of the provisions of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired.

30.2 Save as otherwise provided for 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 or any similar applicable legislation to enforce or to enjoy the benefits of this Deed, unless otherwise specified.

30.3 Notwithstanding any term of this Deed the consent of any person who is not a party is not required to rescind or vary this Deed or any other agreement entered into under or in connection with it.

30.4 Unless otherwise specified, the Secured Parties, any nominee or agent may, subject to this Clause 30 and the Contracts (Rights of Third Parties) Act 1999 or any similar applicable legislation, rely on any clause of this Deed.

30.5 This Deed is intended to take effect as a deed notwithstanding the fact that any party may only execute this Deed under hand.

31. GOVERNING LAW AND JURISDICTION

31.1 This Deed and any non-contractual obligations arising from or in connection with it shall be governed by, and construed in accordance with, the laws of England.

31.2 Each party irrevocably submits, for the exclusive benefit of the Secured Parties, to the jurisdiction of the English courts (but without prejudice to the Secured Parties' right to commence proceedings against any party in any other jurisdiction) and irrevocably waives any objection on the ground of venue or inappropriate forum or any similar grounds.

This Deed has been executed as a deed by the Chargor and signed by the Security Trustee and the Barclays Account Bank and is delivered on the date stated at the beginning of this Deed.

SCHEDULE 1 - FORM OF NOTICE OF SECURITY TO ACCOUNT BANK

To: *Account Bank/other financial institution*

Date: [ ]

Dear Sirs,

We give you notice that, by a debenture dated [•] (***Debenture***) we have assigned to Barclays Security Trustee Limited (the ***Security Trustee***) all of our rights, title and interest in and to the accounts listed below maintained with your [*Account Bank/other financial institution*] (including any renewal, redesignation, replacement, subdivision or subaccount of such accounts) and the debt or debts represented thereby:

Account Name: [•]

Sort Code: [•]

Account No.: [•]

[*repeat list as necessary*]

(the ***Accounts***)

We irrevocably instruct and authorise you to disclose to the Security Trustee without any reference to or further authority from us and without any inquiry by you as to the justification for such disclosure, such information relating to the Accounts maintained with you from time to time as the Security Trustee may request you to disclose to it.

With effect from the date of your receipt of this notice:

(a) any existing payment instructions affecting the above Accounts are to be terminated and all payments and communications in respect of the Accounts should be made to the Security Trustee or to its order (with a copy to us); and

(b) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Accounts belong to the Security Trustee.

This letter and all non-contractual obligations arising out of or in connection with it are governed by, and will be construed in accordance with, the laws of England and Wales.

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

Yours faithfully

[Please note that this notice is only to be completed if: (i) it has been agreed that you are providing security over an account held with another bank or financial institution; or (ii) upon request by the Bank.]

: .....

for and on behalf of

[*Enter Chargor Name*]

Form of Acknowledgement of Notice
of Assignment by Account Bank

To: Barclays Security Trustee Limited (the ***Security Trustee***)

Date: [•]

Dear Sirs

We confirm receipt from [*Enter Chargor Name*] (the ***Assignor***) of a notice dated [•] of an assignment upon the terms of a Debenture dated [•] of all the Assignor's right, title and interest in and to, and all monies (including interest) from time to time standing to the credit of the following accounts which are maintained with us and the debt or debts represented thereby:

[*List relevant accounts here*]

(the ***Accounts***).

We confirm that the balance standing to the Accounts at today's date is [•], no fees or periodic charges are payable in respect of the Accounts and there are no restrictions on (a) the payment of the credit balance on the Accounts (except, in the case of a time deposit, the expiry of the relevant period) or (b) the creation of Security over the Accounts in favour of the Security Trustee or any third party.

We unconditionally and irrevocably waive all rights of set-off, lien, combination or consolidation of accounts and security in respect of any Accounts and similar rights (however described) which we may have now or in the future in respect of each of the Accounts or the balance thereon to the extent that such rights relate to amounts owed to us by the Assignor.

We confirm that we have not received notice of the interest of any third party in any of the Accounts and will not, without the Security Trustee's prior written consent, amend or vary any rights attaching to the Accounts.

We will act only in accordance with the instructions given by persons authorised by the Security Trustee and we shall send all statements and other notices given by us relating to the Accounts to the Security Trustee.

This letter and all non-contractual obligations arising out of or in connection with it are to be governed by, and will be construed in accordance with, English law.

Yours faithfully,

.....

for and on behalf of

[*Account Bank/other financial institution*]

EXECUTION PAGES

For and on behalf of Barclays Security Trustee Limited



Paul Jury
Director of Lending Operations

For and on behalf of Barclays Bank UK PLC as Barclays Account Bank



Paul Jury
Director of Lending Operations

The Chargor:

EXECUTED as a **DEED** by **Wolfdale School Limited** acting by two directors/a director and its secretary

[redacted]

Signature of Director

A.J BLANCHARD

Name of Director (in BLOCK CAPITALS)

[redacted]

Signature of Director/Secretary

G. THOMPSON

Name of Director/Secretary (in BLOCK CAPITALS)