



Registration of a Charge

Company name: **A.F.BLAKEMORE AND SON LIMITED**

Company number: **00391135**

Received for Electronic Filing: **30/04/2020**



X9439DXM

Details of Charge

Date of creation: **24/04/2020**

Charge code: **0039 1135 0012**

Persons entitled: **LLOYDS BANK PLC AS SECURITY TRUSTEE**

Brief description: **PROPERTIES KNOWN AS TALBOT GREEN DEPOT, LANELAY ROAD, PONTYCLUN CF72 8XX AND REGISTERED AT HM LAND REGISTRY WITH TITLE NUMBERS: CYM219156, WA271072, WA431827, WA496294 AND WA636809 AS MORE PARTICULARLY DESCRIBED IN THE SCHEDULE 2 IN PART 1 OF THE INSTRUMENT.**

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: **SANDRA JUOZAITIENE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 391135

Charge code: 0039 1135 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th April 2020 and created by A.F.BLAKEMORE AND SON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th April 2020 .

Given at Companies House, Cardiff on 1st May 2020

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated:

24 April 2020

- (1) A.F.BLAKEMORE AND SON LIMITED AND BLAKEMORE PROPERTY LTD as
Original Chargors
- (2) LLOYDS BANK PLC as Security Trustee
-

Debenture

We certify this document as a true copy of the
original, save for material redacted pursuant to
section 859G Companies Act 2006

Eversheds Sutherland (International) LLP

Date: 29/04/2020

EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP

CONTENTS

Clause		Page
1	INTERPRETATION	1
2	COVENANT TO PAY	4
3	GRANT OF SECURITY	4
4	CONVERSION OF FLOATING CHARGE	6
5	UNDERTAKINGS	6
6	RIGHTS OF ENFORCEMENT	10
7	POWERS OF A RECEIVER	12
8	APPLICATION OF PROCEEDS	13
9	PROTECTION OF THIRD PARTIES	13
10	PROTECTION OF SECURITY TRUSTEE	14
11	SAVING PROVISIONS	14
12	CHANGES TO THE PARTIES	16
13	COUNTERPARTS	16
14	GOVERNING LAW	17
15	JURISDICTION	17
Schedules		
1	The Original Chargors	18
2	Details of Charged Property	19
3	Notices	24
4	Form of Deed of Accession	32

This Deed is made on 24 April 2020 between:

- (1) **A.F.BLAKEMORE AND SON LIMITED** a company incorporated in England and Wales with registered number 00391135 whose registered address is Long Acres Ind Est, Rosehill, Willenhall, West Midlands, WV13 2JP, (the "**Parent**");
- (2) **THE COMPANIES** listed in Schedule 1 (together with the Parent, the "**Original Chargors**"); and
- (3) **LLOYDS BANK PLC** as security trustee for the Secured Parties appointed under the Intercreditor Agreement (the "**Security Trustee**").

1. **INTERPRETATION**

1.1 **Definitions**

In this Deed:

"Assigned Asset" means any assets expressed to be assigned under Clause 3.3 (*Assignment*).

"Associated Benefits" means, in respect of any asset:

- (a) all monies including (where relevant) all rent, dividends, distributions, profits, compensation, damages, income or interest paid or payable relating to that asset; and
- (b) all Authorisations, rights, benefits, claims or property at any time relating to that asset.

"Book Debts" means, in relation to any Chargor, all book and other debts, revenues and monetary claims of or owing to, or other amounts recoverable or receivable by, that Chargor and any rights or claims of that Chargor in respect of such debts, revenues and monetary claims.

"Chargor" means each of the Original Chargors and any company which accedes to this Deed under a Deed of Accession (together the "**Chargors**").

"Charged Account" means each account listed in Part III of Schedule 2 (*Details of Charged Property*).

"Charged Property" means the assets of each Chargor which from time to time are, or are expressed to be, the subject of any Security created by this Deed.

"Debt Document" means each of the Intercreditor Agreement, the Hedging Agreements, the Senior Finance Documents, the Security Documents (as each such term is defined in the Intercreditor Agreement) and any other document designated as such by the Security Trustee and the Parent.

"Debtor" has the meaning given to that term in the Intercreditor Agreement.

"Deed of Accession" means a deed substantially in the form set out in Schedule 4 (*Form of Deed of Accession*).

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee.

"Event of Default" has the meaning given to that term in the Senior Facilities Agreement.

"Finance Party" means the Security Trustee, the Agent, the Arranger, a Hedge Counterparty or a Lender (as each term is defined in the Senior Facilities Agreement).

"Floating Charge Asset" means, at any time, any Charged Property which, at that time, is the subject of the floating charge created by this Deed.

"Insolvency Act" means the Insolvency Act 1986.

"Insurances" means all contracts or policies of insurance of whatever nature.

"Intercreditor Agreement" means the intercreditor agreement dated on or about the date of this Deed and made between, among others, the Parent, the Debtors, Harriet Holdings Limited as Junior Creditor, the Intra-Group Lenders and the Finance Parties.

"Intra-Group Lenders" has the meaning given to that term in the Intercreditor Agreement.

"Investments" means:

- (a) the Specified Shares; and
- (b) all other stocks, shares, bonds, securities or investments.

"LPA" means the Law of Property Act 1925.

"Real Property" means:

- (a) all estates or interests in any freehold or leasehold property;
- (b) any buildings, fixtures, fittings, fixed plant or machinery at any time situated on or forming part of that property;
- (c) all easements, rights, agreements and other benefits in respect of that property; and
- (d) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"Secured Obligations" means all present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured Party under any of the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

"Secured Party" means the Security Trustee, any Receiver or Delegate.

"Senior Creditors" has the meaning given to that term in the Intercreditor Agreement.

"Senior Facilities Agreement" means the facilities agreement originally dated 18 March 2011, between amongst others (1) the Parent (2) the subsidiaries of the Parent listed in part I schedule 1 thereto as the Original Borrowers (3) the subsidiaries of the Parent listed in part I schedule 1 therein as the Original Guarantors (4) Lloyds Bank Plc and Barclays Bank PLC as the Arrangers (5) the financial institutions listed in part II of schedule 1 therein as the Original Lenders (6) Lloyds Bank Plc as the Agent (7) Lloyds Bank Plc as the Security Trustee and (8) Lloyds Bank Plc and Barclays Bank PLC as the Original Hedge Counterparties, as amended and restated, pursuant to a deed of amendment and restatement dated 7 March 2014, as amended pursuant to a consent and amendment letter dated 6 July 2015, as amended and restated pursuant to a deed of amendment and restatement dated 31 August 2016 and as amended pursuant to amendment agreements dated 31 July 2017, 30 July 2018, 17 December 2018, 25 April 2019 and 31 July 2019 and as further amended by a deed of amendment and restatement agreement date on or around the date of this Deed and as further amended and restated from time to time.

"Specified Contracts" means the contracts listed in Part V of Schedule 2 (*Details of Charged Property*).

"Specified Shares" means any shares specified in Part II of Schedule 2 (*Details of Charged Property*).

1.2 Construction

1.2.1 Unless a contrary indication appears in this Deed:

1.2.1.1 terms defined in the Senior Facilities Agreement have the same meaning in this Deed;

1.2.1.2 the provisions of clause 1.2 (*Construction*) of the Senior Facilities Agreement apply to this Deed as if set out in full in this Deed except that references to the Senior Facilities Agreement shall be construed as references to this Deed; and

1.2.1.3 all provisions in the Senior Facilities Agreement that are deemed to apply to the Finance Documents apply to this Deed as if set out in full in this Deed.

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

1.2.2.1 any asset includes present and future properties, revenues and rights of every description, all proceeds of sale of such asset, all rights under any agreement for the sale, lease or licence of such asset and any monies paid or payable in respect of such asset;

1.2.2.2 a **"Debt Document"** or any other agreement or instrument is a reference to that Debt Document or other agreement or instrument as amended, novated, supplemented, extended, restated or replaced from time to time; and

1.2.2.3 an account is a reference to that account as re-designated, re-numbered, substituted or replaced from time to time.

1.2.3 Where this Deed includes the words **"including"**, **"in particular"** or **"or otherwise"** (or similar words or phrases), the intention is to state examples and not to be exhaustive.

1.2.4 In relation to any Chargor which becomes a party to this Deed upon the execution and delivery of a Deed of Accession, (a) where any assets are identified by reference to a Schedule, this includes assets identified in any corresponding or analogous schedule to such Deed of Accession and (b) provisions which apply from the date of execution of this Deed will apply from the date the Security Trustee signs the Deed of Accession.

1.2.5 References to any Security **"created by this Deed"** are to be deemed to include such Security created or intended to be created, constituted, given, made or extended by, under or evidenced by this Deed or any Deed of Accession.

1.3 Incorporation of other terms

The terms of the other Debt Documents and of any other agreement or document between any of the parties to this Deed are incorporated into this Deed and any Deed of Accession to the extent required to comply with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 Third party rights

- 1.4.1 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or enjoy the benefit of any term of this Deed.
- 1.4.2 Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.
- 1.4.3 Any Receiver, Delegate or any person described in clause 29.10 (*Exclusion of liability*) of the Senior Facilities Agreement may, subject to this Clause 1.4 and the Third Parties Act, rely on any clause of this Deed which expressly confers rights on it.

2. COVENANT TO PAY

Each Chargor, as principal debtor and not just as surety, covenants with the Security Trustee to pay or discharge the Secured Obligations in the manner provided for in the Debt Documents.

3. GRANT OF SECURITY

3.1 Mortgage

Each Chargor charges by way of first legal mortgage:

- 3.1.1 all its Real Property described opposite its name in Part I of Schedule 2 (*Details of Charged Property*); and
- 3.1.2 all its other Real Property as at the date of this Deed.

3.2 Fixed charges

Each Chargor charges by way of first fixed charge:

- 3.2.1 to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*), all its Real Property as at the date of this Deed;
- 3.2.2 all its Real Property acquired after the date of this Deed;
- 3.2.3 all its plant and machinery, vehicles, computers and other equipment, excluding stock in trade, to the extent not otherwise effectively mortgaged or charged under this Deed;
- 3.2.4 all its Specified Shares;
- 3.2.5 all its Investments (other than its Specified Shares charged under Clause 3.2.4)
- 3.2.6 all its:
 - 3.2.6.1 Charged Accounts; and
 - 3.2.6.2 other accounts,in each case maintained with a Secured Party and all monies (including interest) at any time standing to the credit of each such account;
- 3.2.7 all its Book Debts to the extent not effectively assigned under Clause 3.3 (*Assignment*);

- 3.2.8 all its Intellectual Property, to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.9 all its goodwill and uncalled capital;
- 3.2.10 all rights, benefits and interests under each agreement to which it is party that is not an Assigned Asset and any agreement in, under or to which it any rights by virtue of the Third Parties Act;
- 3.2.11 to the extent that any Assigned Asset is incapable for any reason of being assigned or is not effectively assigned in each case under Clause 3.3 (*Assignment*), each Assigned Asset; and
- 3.2.12 save to the extent assigned under Clause 3.3 (*Assignment*), all Associated Benefits relating to the Charged Property.

3.3 **Assignment**

Each Chargor assigns by way of security:

- 3.3.1 all its accounts maintained with any bank, financial institution or other person (other than a Secured Party) and all monies (including interest) at any time standing to the credit of such account;
- 3.3.2 all its other Insurances, including any listed in Schedule 2 (*Details of Charged Property*); and
- 3.3.3 all its Specified Contracts.

In each case together with all Associated Benefits relating to the Charged Property.

3.4 **Floating charge**

- 3.4.1 Each Chargor charges by way of floating charge all its assets and undertaking not at any time effectively mortgaged, charged or assigned under this Deed or any other Debt Document.
- 3.4.2 Paragraph 14 of Schedule B1 of the Insolvency Act applies to any Security created by this Deed.

3.5 **General**

All Security created by this Deed:

- 3.5.1 is created in favour of the Security Trustee, as security trustee for the Secured Parties;
- 3.5.2 unless specifically stated otherwise, is created over the present and future assets of the relevant Chargor to the extent of its rights, title and interest in, under and to such assets at any time; and
- 3.5.3 is created with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.6 **Continuing security**

The Security created by this Deed is continuing security for the payment and discharge of the Secured Obligations. The provisions of this Deed will apply at all times:

- 3.6.1 regardless of the date on which any of the Secured Obligations were incurred;

- 3.6.2 notwithstanding any intermediate payment or discharge; and
- 3.6.3 in respect of the full amount of the Secured Obligations at the relevant time even if the amount of the Secured Obligations had previously been less than that amount or had been nil at any time.

3.7 Independent Security

The Security created by this Deed is in addition to and is not in any way prejudiced by any other guarantee or Security now or subsequently held by any Secured Party. No prior Security held by any Secured Party over the whole or any part of the Charged Property will merge with the Security created by this Deed.

3.8 Validity of details of Charged Property

The fact that incorrect or incomplete details of any Charged Property are included or inserted in any Schedule will not affect the validity or enforceability of the Security created by this Deed.

4. CONVERSION OF FLOATING CHARGE

4.1 Conversion by notice

The Security Trustee may, by notice to a Chargor, crystallise and convert the floating charge created by that Chargor under this Deed into a fixed charge over any or all of that Chargor's Floating Charge Assets if:

- 4.1.1 an Event of Default occurs which is continuing;
- 4.1.2 the Security Trustee becomes aware of any intention or proposal to appoint a liquidator, administrative receiver, receiver, administrator or other similar officer in respect of that Chargor or any of its assets; or
- 4.1.3 the Security Trustee considers that any Floating Charge Asset is in danger of being seized, or sold under any legal process, or such assets are otherwise in jeopardy.

4.2 Automatic conversion

- 4.2.1 A floating charge created by any Chargor under this Deed will automatically crystallise and convert into fixed charges over the relevant Floating Charge Assets if a liquidator, administrative receiver, receiver, administrator or other similar officer is appointed in respect of that Chargor or any of its assets.
- 4.2.2 No floating charge created under this Deed will automatically crystallise and convert into a fixed charge solely by reason of a moratorium being obtained under section 1A or Schedule A1 of the Insolvency Act (or anything being done with a view to obtaining a moratorium).

5. UNDERTAKINGS

5.1 Negative pledge and restriction on dealing

- 5.1.1 No Chargor may create or permit to subsist any Security over any of its assets.
- 5.1.2 No Chargor may:
 - 5.1.2.1 sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by another Obligor;

- 5.1.2.2 sell, transfer or otherwise dispose of any of its receivables on recourse terms;
- 5.1.2.3 enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- 5.1.2.4 enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

- 5.1.3 Clauses 5.1.1 and 5.1.2 shall not apply to any Security or arrangement permitted under the Senior Facilities Agreement.

5.2 **Notice of charge or assignment**

- 5.2.1 Each Chargor shall, promptly (and in any event within 3 Business Days) upon receiving a request to that effect from the Security Trustee, serve notice of each charge or assignment created under this Deed in respect of:

- 5.2.1.1 each of its accounts charged under Clause 3.2.6 or assigned under Clause 3.3.1, by sending a notice substantially in the form of:
- 5.2.1.2 Part I of Schedule 3 (*Notices*)(with such amendments as the Security Trustee may agree and/or require), in the case of any account in respect of which the Security Trustee has sole signing rights; and
- 5.2.1.3 Part II of Schedule 3 (*Notices*)(with such amendments as the Security Trustee may agree and/or require), in the case of any account in respect of which the Security Trustee does not have sole signing rights;

to the person with whom that account is held, in each case on the date of this Deed (in the case of any account existing on the date of this Deed) and on the date of opening any other account (in the case of any account opened after the date of this Deed); and

- 5.2.1.4 each of its Insurances (by sending a notice substantially in the form of Part III of Schedule 3 (*Notices*) (with such amendments as the Security Trustee may agree and/or require) to the relevant insurer, on the date of this Deed (for any Insurances existing on the date of this Deed) and on the date of entry into any other Insurances (in the case of any Insurances entered into after the date of this Deed); and
- 5.2.2 Each Chargor shall, promptly (and in any event within 3 Business Days) following an Event of Default and upon receiving a request from the Security Trustee, serve notice of each charge or assignment created under this Deed in respect of each Specified Contract, by sending a notice substantially in the form of Part IV of Schedule 3 (*Notices*) (with such amendments as the Security Trustee may agree and/or require) to each counterparty to that Specified Contract, on the date of this Deed.

5.3 **Acknowledgement of notice of security**

- 5.3.1 Each Chargor shall use all reasonable endeavours to procure that each notice served by it under Clause 5.2 (*Notice of charge or assignment*) is acknowledged

by the recipient in the form attached to such notice within 14 days of the date the Security Trustee's request to serve the notice to the relevant party.

5.4 Charged Property

Each Chargor shall:

- 5.4.1 to the extent not already held by the Security Trustee and save where it has provided an acceptable undertaking to hold the same to the order of the Security Trustee under the terms of the Senior Facilities Agreement deposit with the Security Trustee all documents of title or other evidence of ownership, together with such deeds, certificates and documents as the Security Trustee may require, relating to its Charged Property;
- 5.4.2 promptly upon request by the Security Trustee affix to and maintain on such of its plant, machinery, fixtures, fittings, vehicles or other equipment as the Security Trustee may require a clearly legible identification plate stating that the asset has been charged to the Security Trustee, in a form acceptable to the Security Trustee; and
- 5.4.3 promptly upon request by the Security Trustee provide the Security Trustee with all information it may reasonably request in relation to its Charged Property.

5.5 Real Property Restriction

Each Chargor shall ensure that a restriction in the following terms is entered on the register of the title of its Real Property at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE OF DEBENTURE] in favour of Lloyds Bank Plc referred to in the charges register, or its conveyancer,"

together with, where applicable, notice of any obligation on the Secured Parties to make further advances under the terms of the Debt Documents. Each Chargor shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

5.6 Investments

5.6.1 No Chargor shall (unless permitted under the Debt Documents):

- 5.6.1.1 take or permit the taking of any action which may adversely affect the value of any of its Investments, or prejudice the interests of any Secured Party under any Debt Document, or result in the rights attaching to any of its Investments being altered or diluted; or
- 5.6.1.2 except where the Security Trustee so requires or permits, nominate another person to enjoy or exercise any of its rights in relation to any of its Investments.

5.6.2 Subject to Clause 5.6.1 (*Investments*) and provided that no Event of Default is continuing, each Chargor may:

- 5.6.2.1 receive and retain all dividends or other income paid or payable in respect of its Investments; and
- 5.6.2.2 exercise all voting and other rights attaching to its Investments, provided that it does so for a purpose not inconsistent with any Debt Document.

5.6.3 While any Event of Default is continuing, each Chargor shall:

- 5.6.3.1 hold any dividends or other income received in respect of the Investments on trust for the Security Trustee and pay such amounts into a separate account or otherwise as the Security Trustee may direct; and
- 5.6.3.2 exercise all voting and other rights attaching to the Investments as the Security Trustee may direct.

5.7 **Charged Accounts**

Each Chargor shall operate each Charged Account in accordance with the Senior Facilities Agreement and the terms provided in the notice referred to in Clause 5.2 (*Notice of charge or assignment*) and take such action as the Security Trustee may require to ensure that the account mandate for each Charged Account is altered in such way as the Security Trustee may direct.

5.8 **Book Debts**

Each Chargor shall:

- 5.8.1 promptly collect each Book Debt when due for payment;
- 5.8.2 promptly take and pursue all action necessary to recover any Book Debt which is not paid when due in accordance, if applicable, with any instructions from the Security Trustee;
- 5.8.3 not agree to waive or settle any Book Debt for less than par value, other than with the prior written consent of the Security Trustee;

5.9 **Intellectual Property**

Promptly following the request of the Security Trustee acting reasonably, each Chargor shall procure that an entry is made in each relevant public register of its Intellectual Property to record the existence of this Deed and the restrictions imposed by it.

5.10 **Specified Contracts**

5.10.1 Each Chargor shall:

- 5.10.1.1 perform its obligations and exercise its rights (including ensuring the due performance of the obligations of the relevant counterparties) under each of its Specified Contracts in a diligent and timely manner;
- 5.10.1.2 not make or agree to make any amendments or modifications to, nor waive any of its rights under, nor exercise any right to terminate any of its Specified Contracts, except, in each case, as permitted under the Senior Facilities Agreement; and
- 5.10.1.3 promptly inform the Security Trustee of any material disputes relating to each of its Specified Contracts.
- 5.10.2 Subject to Clause 5.10.1 (*Specified Contracts*) and provided that no Event of Default is continuing, each Chargor may exercise its rights under each of its Specified Contract without further reference to the Security Trustee, unless such exercise is reasonably likely to result in a Default, adversely affect the value of the Charged Property or prejudice the interests of the Secured Parties under any Debt Document.
- 5.10.3 While any Event of Default is continuing, each Chargor shall exercise its rights under each of its Specified Contract only in accordance with the instructions of the Security Trustee.

5.11 Further assurance

Each Chargor shall (and the Parent shall procure that each other member of the Group shall) promptly take all such actions, including executing all such documents, notices and instructions in such form as the Security Trustee may reasonably require:

- 5.11.1 to create, perfect, protect and (if necessary) maintain the Security created or intended to be created over any of its assets under this Deed or for the exercise of any rights, powers and remedies of the Secured Parties provided by or under this Deed or by law or regulation;
- 5.11.2 to confer on the Secured Parties security interests in or over any of its assets located in any jurisdiction other than England and Wales equivalent or similar to the Security created or intended to be created by this Deed; and
- 5.11.3 to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by this Deed.

5.12 Power to remedy

If any Chargor fails to comply with any of its obligations under this Deed, the Security Trustee (or its nominee) may (at the Chargor's expense) take such action as is necessary to protect any assets against the consequences of such Chargor's non-compliance and to ensure compliance with such obligations. The Security Trustee is not obliged to perform any obligation of a Chargor nor to take any action which it may be entitled to take under this Deed.

5.13 Power of attorney

- 5.13.1 As security for the performance of its obligations under this Deed, each Chargor irrevocably and severally appoints the Security Trustee, each Receiver and each Delegate to be its attorney, with full power of substitution.
- 5.13.2 The attorney may, in the name of the relevant Chargor and on its behalf and at its expense, do anything which that Chargor is obliged to do under any Debt Document to which it is a party but has failed to do or which the Security Trustee, Receiver or Delegate may in their absolute discretion consider appropriate in connection with the exercise of any of their rights, powers, authorities or discretions in relation to the Charged Property under or otherwise for the purposes of any Debt Document, or any law or regulation.
- 5.13.3 Each Chargor ratifies and confirms anything done by any attorney under this Clause 5.13. Each Chargor agrees to indemnify the attorney against all actions, claims, demands and proceedings taken or made against it and all costs, damages, expenses, liabilities and losses incurred by the attorney as a result of or in connection with anything lawfully done by it under or in connection with this power of attorney.

6. RIGHTS OF ENFORCEMENT

6.1 Secured Obligations deemed payable

For the purposes of all rights and powers implied by statute, the Secured Obligations are due and payable on the date of this Deed.

6.2 When Security enforceable

The Security created by this Deed is enforceable at any time while an Event of Default is continuing.

6.3 Enforcement powers

At any time (a) when the Security created by this Deed is enforceable or (b) following a request by any Chargor, the Security Trustee may, without further notice:

- 6.3.1 sell, appropriate, realise or transfer, including to itself or to any other person, all or any part of the Charged Property;
- 6.3.2 appoint one or more persons to be a Receiver of all or any part of the Charged Property;
- 6.3.3 appoint an administrator of any Chargor;
- 6.3.4 exercise any of the powers, authorities and discretions conferred on mortgagees, administrators or receivers, under the LPA, the Insolvency Act, any other legislation or regulation or under this Deed; and
- 6.3.5 take such further action as it sees fit to enforce all or any part of the Security created by this Deed.

6.4 Rights in relation to a Receiver

The Security Trustee may remove any Receiver appointed under this Deed, appoint another person as Receiver or appoint additional Receivers. Each Receiver will be deemed to be the agent of the Chargor who alone will be responsible for the acts and defaults of the Receiver and for any liabilities incurred by the Receiver. The Security Trustee may fix the remuneration of a Receiver which will be payable by the relevant Chargor and form part of the Secured Obligations.

6.5 Redemption of prior Security

Where there is any Security created over any of the Charged Property which ranks in priority to the Security created by this Deed and:

- 6.5.1 the Security created by this Deed becomes enforceable; and
- 6.5.2 the holder of such other Security takes any steps to enforce that Security,

the Security Trustee or any Receiver may, at its sole discretion and at the cost and expense of the relevant Chargor, redeem, take a transfer of and repay the indebtedness secured by such other Security. All amounts paid by the Security Trustee or a Receiver under this Clause will form part of the Secured Obligations.

6.6 Appropriation of payments

Any appropriation by the Security Trustee or a Receiver under this Deed will override any appropriation by the Chargor.

6.7 Financial collateral

- 6.7.1 To the extent that any of the assets mortgaged, charged or assigned under this Deed constitute "financial collateral" and this Deed constitutes a "financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003) (the "**FC Regulations**") the Security Trustee will have the right at any time when such Security is enforceable to appropriate all or any part of that financial collateral in such manner as it sees fit in or towards the satisfaction of the Secured Obligations.

- 6.7.2 Where any financial collateral is appropriated, its value shall be:

- 6.7.2.1 in the case of cash, its face value at the time of the appropriation;

6.7.2.2 if the financial collateral is listed or traded on a recognised exchange, the value at which it could have been sold on that exchange at the time of appropriation; and

6.7.2.3 in any other case, the amount reasonably determined by the Security Trustee by such process as it may select, including independent valuation,

and the Chargors agree that the method of valuation provided for in this Clause 6.7.2 is commercially reasonable for the purposes of the FC Regulations.

6.8 Demands

Any demand for payment made by any Secured Party shall be valid and effective even if it contains no statement of the relevant Secured Obligations or an inaccurate or incomplete statement of them.

7. POWERS OF A RECEIVER

7.1 General powers

Any Receiver will have:

7.1.1 the rights, powers, privileges and immunities conferred on receivers, receivers and managers and mortgagees in possession under the LPA;

7.1.2 the rights, powers, privileges and immunities conferred on administrative receivers (whether or not that Receiver is an administrative receiver) under the Insolvency Act; and

7.1.3 all other rights, powers, privileges and immunities conferred by law or regulation on receivers, receivers and managers, mortgagees in possession and administrative receivers.

7.2 Specific powers

The rights, powers and remedies provided in this Deed are in addition to any rights powers and remedies under law or regulation. Any Receiver will have the following additional powers:

7.2.1 the power to do or omit to do anything which the relevant Chargor could do or omit to do in relation to the Charged Property which is the subject of the appointment;

7.2.2 the power to do all other acts and things which the Receiver may consider desirable or necessary for realising any of the Charged Property or incidental or conducive to any of the rights, powers and discretions conferred on a Receiver under this Deed or by law or regulation; and

7.2.3 the power to use the relevant Chargor's name for all the above purposes.

7.3 Variation of statutory powers

The following statutory provisions do not apply to this Deed or any Security created by this Deed:

7.3.1 the restriction on the consolidation of mortgages in section 93 of the LPA;

7.3.2 the restrictions on the power to grant or accept the surrender of leases in sections 99 and 100 of the LPA;

7.3.3 the conditions to the exercise of a power of sale in section 103 of the LPA;

- 7.3.4 the restrictions on the application of proceeds by a mortgagee or receiver in sections 105, 107(2) and 109(8) of the LPA; and
- 7.3.5 the restrictions on the appointment of a receiver in section 109(1) of the LPA and the provisions regarding a receiver's remuneration in section 109(6) of the LPA.

8. APPLICATION OF PROCEEDS

8.1 Order of priority

All amounts received by the Security Trustee or a Receiver in connection with the enforcement of the Security created under this Deed will be applied, to the extent permitted by applicable law, in accordance with the provisions of the Intercreditor Agreement.

8.2 Suspense account

The Security Trustee may credit any monies at any time received or realised under this Deed to an interest-bearing suspense account, for so long and on such terms as the Security Trustee may determine pending their application towards discharging the Secured Obligations.

8.3 New accounts

If a Secured Party receives or is deemed to have received notice of subsequent Security over the Charged Property, each Secured Party may open a new account with the relevant Chargor. If a Secured Party does not open a new account, it will be treated as having done so at the time when such notice was received and as from that time all payments made by or on behalf of that Chargor to that Secured Party will be credited or be treated as having been credited to the relevant new account and not as having been applied in discharge of the Secured Obligations.

8.4 Release of Charged Property

If the Security Trustee is satisfied that all the Secured Obligations have, subject to Clauses 11.1 (Reinstatement) and 11.2 (Avoidable payments), been unconditionally and irrevocably paid and discharged in full and all facilities which might give rise to Secured Obligations terminated, the Security Trustee will, at the request and cost of the relevant Chargor, execute such documents and take such steps as may be necessary to release the Charged Property from the Security created by this Deed.

9. PROTECTION OF THIRD PARTIES

9.1 No buyer from, or other person dealing with the Security Trustee or a Receiver will be concerned to enquire whether:

- 9.1.1 any money remains due under the Debt Documents;
- 9.1.2 any power which the Security Trustee or Receiver is purporting to exercise has arisen or become exercisable; or
- 9.1.3 the Security Trustee or any Receiver is validly appointed and acting within its powers in accordance with this Deed.

9.2 The receipt of the Security Trustee, any Receiver or any Delegate will be an absolute and conclusive discharge to a purchaser of any of the Charged Property who will have no obligation to enquire how any monies are applied.

10. PROTECTION OF SECURITY TRUSTEE

10.1 No liability as mortgagee in possession

No Secured Party will be liable to account to any Chargor as mortgagee in possession by reason of entering into possession of any of the Charged Property, or for any cost, loss or liability on realisation, nor for any default or omission for which a mortgagee in possession might be liable.

10.2 Tacking

The Security created by this Deed is intended to secure any further advances which any Secured Party is obliged to make under the Debt Documents.

10.3 Discretion of the Secured Parties

Each Secured Party is entitled to exercise its rights, powers and discretions under this Deed in accordance with the terms of the Intercreditor Agreement and no Chargor has any right to control or restrict any Secured Party's exercise of any of its rights, powers or discretions under this Deed.

11. SAVING PROVISIONS

11.1 Reinstatement

If, at any time, there has been a release, settlement or discharge of any Chargor's obligations under this Deed and, as a consequence of any insolvency (or analogous) proceedings or for any other reason:

11.1.1 any payment made to any person in respect of any of the Secured Obligations is required to be repaid; and

11.1.2 any Security (or other right) held by any Secured Party in respect of any of the Secured Obligations (whether under this Deed or otherwise) is declared void, is set aside or is otherwise affected,

then the relevant Chargor's obligations under this Deed will continue in effect as if there had been no such release, settlement or discharge and as if the relevant payment had not been made and (as applicable) the relevant obligation or Security (or other right) had not been so affected; and accordingly (but without limiting the Secured Parties' other rights under this Deed) the Security Trustee will be entitled to recover from such Chargor the value which the Security Trustee has placed upon such Security (or other right) or the amount of any such payment as if such release, settlement or discharge had not occurred.

11.2 Avoidable payments

If the Security Trustee, acting reasonably, considers that any amount paid by any Chargor in respect of the Secured Obligations is capable of being avoided, set aside or ordered to be refunded or reduced for any reason, then for the purposes of this Deed such amount will not be considered to have been irrevocably paid.

11.3 Waiver of defences

The obligations of each Chargor under this Deed and the Security created under this Deed will not be affected by any act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of its obligations under this Deed or the Security created under this Deed (without limitation and whether or not known to it or any Secured Party) including:

11.3.1 any time, waiver or consent granted to, or composition with, any Chargor, Obligor or other person;

- 11.3.2 the release of any other Chargor, Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- 11.3.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor, Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- 11.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor, Obligor or any other person;
- 11.3.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Debt Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Debt Document or other document or security;
- 11.3.6 any unenforceability, illegality or invalidity of any obligation of any person under any Debt Document or any other document or security; or
- 11.3.7 any insolvency or similar proceedings.

11.4 Chargor Intent

Without prejudice to the generality of Clause 11.4 (*Waiver of defences*), each Chargor expressly confirms that it intends that the Security created under this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Debt Documents and/or any facility or amount made available under any of the Debt Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

11.5 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Debt Document to the contrary.

11.6 Appropriations

Until all amounts which may be or become payable by the Obligors or the Chargors under or in connection with the Debt Documents have been irrevocably paid in full, each Secured Party (or any trustee or agent on its behalf) may:

- 11.6.1 refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- 11.6.2 hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Deed.

11.7 **Deferral of Chargors' rights**

Until all amounts which may be or become payable by the Obligors or the Chargors under or in connection with the Debt Documents have been irrevocably paid in full and unless the Security Trustee otherwise directs, no Chargor may exercise any rights which it may have by reason of performance by it of its obligations under the Debt Documents or by reason of any amount being payable, or liability arising, under the Debt Documents:

- 11.7.1 to be indemnified by a Chargor or an Obligor;
- 11.7.2 to claim any contribution from any other Chargor or guarantor of any Obligor's obligations under the Debt Documents;
- 11.7.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Debt Documents or of any other guarantee or security taken pursuant to, or in connection with, the Debt Documents by any Secured Party;
- 11.7.4 to bring legal or other proceedings for an order requiring any Obligor or any Chargor to make any payment, or perform any obligation, in respect of which the Obligor or Chargor has given a guarantee, undertaking or indemnity;
- 11.7.5 to exercise any right of set-off against any Obligor or Chargor; and/or
- 11.7.6 to claim or prove as a creditor of any Obligor or Chargor in competition with any Secured Party.

If any Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Obligors or the Chargors under or in connection with the Debt Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Trustee or as the Security Trustee may direct for application in accordance with Clause 8.1 (*Order of Priority*).

12. **CHANGES TO THE PARTIES**

12.1 **New Chargors**

Any person who wishes to become a Chargor or whom the Security Trustee agrees may become a Chargor (a "**New Chargor**") must deliver to the Security Trustee a duly executed Deed of Accession. With effect from the date that the Security Trustee has signed such Deed of Accession, the parties agree that the New Chargor will become a party to this deed and will assume the same obligations as if it had been an Original Chargor under this Deed.

12.2 **No assignment by Chargors**

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

12.3 **Assignment by Security Trustee**

The Security Trustee may assign any of its rights or transfer any of its rights or obligations under this Deed in accordance with the terms of the Senior Facilities Agreement and the Intercreditor Agreement.

13. **COUNTERPARTS**

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

14. **GOVERNING LAW**

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

15. **JURISDICTION**

15.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").

15.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed may argue to the contrary.

15.3 Clause 15.1 (*Jurisdiction*) is for the benefit of the Secured Parties only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

This Deed is executed as a deed and delivered on the date stated at the beginning of this Deed.

SCHEDULE 1

The Original Chargors

Name of Chargor	Company number	Registered office	Jurisdiction of incorporation
A.F. BLAKEMORE AND SON LIMITED	00391135	Long Acres Ind Est, Rosehill, Willenhall, West Midlands WV13 2JP	England and Wales
BLAKEMORE PROPERTY LTD	01393723	Long Acre Industrial Estate, Willenhall, West Midlands WV13 2JP	England and Wales

SCHEDULE 2

Details of Charged Property

Part I Real Property

Property Address	Post Code	Title Number(s)
Talbot Green Depot, Lanelay Road, Pontyclun	CF72 8XX	CYM219156, WA271072, WA431827, WA496294 and WA636809
Hastings Depot, 1-9 Ivy House Lane, Hastings	TN35 4NN	HT22954
Hilton Cross Business Park, Cannock Road, Staffordshire	WV10 7QZ	SF537723
67 Green Arbour Road, Thurcroft, Rotherham	S66 9DD	SYK54020
Dolgellau Eurospar, Bala Rd, Dolgellau	LL40 2YF	WA602950
Maerdy Road (former Maerdy Hotel), Ferndale, Rhondda Cynon Taff	CF43 4BA	CYM198672 and WA629513
Willenhall Lorry Park, Trailer Park, Westacre, Willenhall Trading Estate, Willenhall	WV13 2JP	WM582019
7 Chester Road, Oakenholt, Flint, Flintshire	CH6 5DZ	CYM460959
Garage and Filling Station, Church Street, Bishops Castle, Shropshire	SY9 5AA	SL132037
2-4 Mill Green, Warboys, Huntingdon	PE28 2SA	CB347410
Ecclestone Bakery, 13 High Street, Wrexham	LL11 3SA	CYM549252
7, 9 and 20A Westgate Street, Blakeney	NR25 7NQ	NK302203
26-28 Sandygate Road, Sheffield	S10 5HN	SYK318905
Grantham Road, Sleaford	NG34 7NB	LL144116

Property Address	Post Code	Title Number(s)
59 Rhosddu Road, Wrexham	LL11 2NW	WA764402
Land and buildings on the East side of Station Road, Docking	PE13 8LS	NK87258
Spar Stores and Castle House, Blueboar Square, St Clears, Carmarthen	SA33 4AA	WA516441
172 and 174 Burgh Road, Skegness	PE25 2RW	LL61246 and LL50095
Llanberis, Town Road, Tetney, Grimsby	DN35 5JE	LL129928
143 Long Lane, Upton, Cheshire	CH2 1JF	CH328415
66 and 68 The Highway, New Inn, Gwent	NP4 0PL	WA829570
195 and 197 Cardiff Road, Newport	NP9 3BP	WA636682 and WA93730
93 and 95 High Street, Porthmadog	LL49 9EU	WA577496
Coventry Road, Market Harborough	LE16 9BX	LT328194
26 High Street, Prestatyn	LL19 9BB	CYM66771
14 and 16 Ewenny Road, Bridgend	CF31 3HP	CYM218378
3 Elmton Road, Worksop	S80 4HD	DY97330 and DY379731
55 Station Road, Queensferry	CH5 1SU	WA654584
67 High Street, Much Wenlock	TF13 6AE	SL55471
Castle Hotel, High Street, Llanberis	LL55 4SU	WA601505
7 Stafford Street, Brewood	ST19 9EH	SF311397
2 and 3 Caernarvon Court, Cheltenham	GL51 3JA	GR40513
16 Church Street, Wrexham	LL14 5HA	CYM394532

Property Address	Post Code	Title Number(s)
43-45 High Street, Chipping Sodbury	BS37 6BA	GR299535
210 Winsover Road, Spalding	PE11 1HQ	LL118326
New Market Square, Dorvil Road, Blaenau, Ffestiniog	LL41 3HW	WA743854
52-56 Vicars Cross, Chester	CH3 5LB	CH273601
63 and 65 North Road, Cardigan	SA43 1LS	CYM191241 and WA501418
38 and 39 Longbridge Street, Llanidloes, Powys	SY18 6EF	WA632798
64 Twydall Green, Gillingham	ME8 6XJ	K945196
37 Colwyn Avenue, Colwyn Bay, Rhos-on-Sea	LL28 4RB	CYM184109
Post Office and Stores, Towyn Road, Towyn, Abergele	LL22 9HE	WA594450
Darlaston Car Park, Steelmans Road, Darlaston		WM945677
10 Harford Square, Lampeter	SA48 7DX	CYM513510
2, 3, 4 and 6 Llanfabon Drive, Trethomas	CF83 8GZ	WA656825 and WA661803
5 Church View, Bodelwyddan	LL18 5TF	CYM7140 and WA416644
2 Norwich Road, Lingwood	NR13 4BH	NK261559
26 Castle Street, Hay on Wye, Hereford	HR3 5DF	CYM514527
54 and 56 High Street, Clydach	SA6 5LN	WA47582
35 Welsh Road, Garden City, Deeside, Flintshire	CH5 2HU	WA632578 and WA582202
46-48 Church Road, Ton Pentre, Rhondda	CF41 7EH	CYM259833
Ogwen Terrace, Bethesda, Bangor	LL57 3AR	WA865015

Property Address	Post Code	Title Number(s)
52 and 53 High Street, Gorseinon	SA4 4BR	WA495506
1-3 Castle Street, Loughor	SA4 6TU	WA563375
86 High Street, Porth	CF39 8PL	WA262157
Trusthorpe Road, Sutton on Sea	LN12 2ET	LL253382
Barningham Village Stores and Post Office, 1 Church Road, Barningham	IP31 1DD	SK173968
Spar Stores, Lon Goch, Madyn Rd, Amlwch	LL68 9DL	WA635279
Spar Store, Plas Yn Dre Street, Dolgellau	LL40 1BB	WA856699
202 and 204 Bocking Lane, Sheffield	S6 6AE	SYK442196
1 Pritchard Street Tonyrefail	CF39 8AB	WA401885
7 North Street, Crowland	PE6 0EG	LL103422
Co-operative Retail Stores, 1 Fontygary Road, Rhose	CF62 3DR	WA449979 and CYM208315
8-10 Strelley Road, Aspley	NG8 3AP	NT393686
15 High Street, Conwy	LL32 8DE	CYM467455
Coed Mawr, Village Road, Llanfeirfechan	LL33 0AA	WA741086
Spar Stores, Old Plant Road, Newbridge, Newport	NP11 5BX	WA374798
Howe Lane, Goxhill, Barrow-upon-Humber	DN19 7JD	HS136686
85 Earls Gate, Winterton, Scunthorpe	DN15 9SS	HS156640
32/34 High Street, Lydd, Kent	TN29 9AJ	K532231

Part II
Specified Shares

Name of owning Chargor	Name of Subsidiary or other Company	Company number	Number and Class of Shares (and where held by nominees, names of nominees)
A.F. Blakemore and Son Limited	Blakemore Property Limited	01393723	112,000,800 Ordinary Shares

**Part III
Bank accounts**

None

Part IV Insurances

None

**Part V
Specified Contracts**

None

**Part VI
Specified IPR**

None

SCHEDULE 3

Notices

Part I

Form of notice relating to bank account (Security Trustee has sole signing rights)

To: [NAME AND ADDRESS OF ACCOUNT HOLDING INSTITUTION]

Dated: [DATE]

Dear Sirs,

Notice of Security

1. We give you notice that, under a debenture dated [DATE] we have assigned by way of security to Lloyds Bank Plc (the "**Security Trustee**") all our present and future rights, title and interest in, under and to each account listed below (each an "**Account**"), including all monies (including interest) at any time standing to the credit of such accounts:

Name or designation of bank account	Account number	Name of institution and branch at which account held

2. We may not withdraw or attempt to withdraw any amounts from any Account without the prior written consent of the Security Trustee.
3. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
- 3.1 to hold all monies from time to time standing to the credit of each Account to the order of the Security Trustee and accordingly to pay all or any part of those monies to the Security Trustee (or as it may direct) promptly following receipt of written instructions from the Security Trustee;
- 3.2 to disclose to the Security Trustee such information relating to us and each Account as the Security Trustee may from time to time reasonably request, including granting the Security Trustee access to our online account details and providing copies of all statements, in electronic or paper form; and
- 3.3 to accept any instructions from the Security Trustee to change the signatories on the relevant account mandates to persons specified by the Security Trustee.
4. This notice and the authorities and instructions it contains may only be revoked or amended with the prior written consent of the Security Trustee.
5. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
6. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Security Trustee (with a copy to us).

Yours faithfully,

.....
for and on behalf of

[CHARGOR]

[To be included on copy notice:]

To: Lloyds Bank Plc

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Dear Sirs

Acknowledgement of notice of security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any other assignment of or charge over any Account and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice set out above; and
3. will not claim or exercise any right of set-off, counterclaim, lien or right to combine accounts or any other similar right in relation to the monies standing to the credit of any Account.

Yours faithfully,

.....
for and on behalf of

[ACCOUNT BANK]

Part II
Form of notice relating to bank account
(Security Trustee does not have sole signing rights)

To: [NAME AND ADDRESS OF ACCOUNT HOLDING INSTITUTION]

Dated: [DATE]

Dear Sirs,

Notice of Security

1. We give you notice that, under a debenture dated [DATE] we have assigned by way of security to Lloyds Bank Plc (the "**Security Trustee**") all our present and future rights, title and interest in, under and to each account listed below (each an "**Account**"), including all monies (including interest) at any time standing to the credit of such accounts:

Name or designation of bank account	Account number	Name of institution and branch at which account held

2. We may continue to operate each Account unless and until the Security Trustee notifies you in writing to the contrary. With effect from the date of such notification, we may not withdraw any further monies from any Account without the prior written consent of the Security Trustee to each withdrawal.
3. We therefore irrevocably and unconditionally authorise and instruct you:
- 3.1 with effect from the date of this notice, to disclose to the Security Trustee such information relating to us and each Account as the Security Trustee may from time to time reasonably request, including granting the Security Trustee access to our online account details and providing copies of all statements, in electronic or paper form; and
- 3.2 with effect from the date of the notification described in paragraph 2 above:
- 3.2.1 to hold all monies from time to time standing to the credit of each Account to the order of the Security Trustee and accordingly to pay all or any part of those monies to the Security Trustee (or as it may direct) promptly following receipt of written instructions from the Security Trustee;
- 3.2.2 to accept any instructions from the Security Trustee to change the signatories on the relevant account mandates to persons specified by the Security Trustee.
4. This notice and the authority and instructions it contains may only be revoked or amended with the prior written consent of the Security Trustee.
5. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
6. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Security Trustee (with a copy to us):

Yours faithfully,

.....
for and on behalf of

[CHARGOR]

[To be included on copy notice:]

To: Lloyds Bank Plc

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Dear Sirs

Acknowledgement of notice of security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any other assignment of or charge over any Account and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice; and
3. will not claim or exercise any right of set-off, counterclaim, lien or right to combine accounts or any other similar right in relation to the monies standing to the credit of any Account.

Yours faithfully,

.....
for and on behalf of
[ACCOUNT BANK]

Part III
Form of notice relating to Insurances

To: [NAME AND ADDRESS OF INSURANCE COMPANY/UNDERWRITER]

Dated: [DATE]

Dear Sirs,

Notice of security

1. We refer to [POLICY], policy number [NUMBER] between us and you (the "**Policy**").
2. We give you notice that, under a debenture dated [DATE], we have assigned by way of security to Lloyds Bank Plc (the "**Security Trustee**") all of our present and future rights, title and interest in, under and to the Policy and all proceeds and claims arising from the Policy.
3. We may not agree to amend or terminate the Policy without the prior written consent of the Security Trustee.
4. Until you receive written notice to the contrary from the Security Trustee, you may continue to deal with us in relation to the Policy. After you receive such notice, we will cease to have any right to deal with you in relation to the Policy and you must deal directly with or upon the written instructions of the Security Trustee.
5. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
 - 5.1. to disclose such information relating to the Policy and to give such acknowledgements and undertakings relating to the Policy as the Security Trustee may from time to time request; [and]
 - 5.2. to make all payments under or in connection with the Policy as directed by the Security Trustee; and]
 - 5.3. [to give at least 30 days' notice to the Security Trustee if you propose to:
 - 5.3.1. repudiate, rescind or cancel the Policy;
 - 5.3.2. treat the Policy as avoided in whole or in part;
 - 5.3.3. treat the Policy as expired due to non-payment of premium (and in such notice you must give the Security Trustee the opportunity to rectify any such non-payment of premium within the notice period); or
 - 5.3.4. otherwise decline any claim under the Policy by or on behalf of any insured party].
6. This notice and the authority and instructions it contains may only be revoked or amended with the written consent of the Security Trustee.
7. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
8. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Security Trustee (with a copy to us).

Yours faithfully,

.....
For and on behalf of
[CHARGOR]

[To be included on copy notice:]

To: Lloyds Bank Plc

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Dear Sirs

Acknowledgement of notice of Security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any previous assignment of the Policy and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice; and
3. will not claim or exercise any right of set-off, counterclaim or other right in relation to amounts payable in connection with the Policy.

Yours faithfully,

.....
for and on behalf of
[INSURANCE COMPANY/UNDERWRITER]

Part IV
Form of notice relating to Specified Contracts

To: [NAME AND ADDRESS OF COUNTERPARTY]

Dated: [DATE]

Dear Sirs,

Notice of security

1. We refer to [AGREEMENT] dated [DATE] between us and you (the "**Agreement**").
2. We give you notice that, under a debenture dated [DATE] we have assigned by way of security to Lloyds Bank Plc (the "**Security Trustee**"), all of our present and future rights, title and interest in, under and to the Agreement.
3. We may not, without the prior consent of the Security Trustee:
 - 3.1 agree to any amendment, supplement, extension, waiver, surrender, release or termination of the Agreement;
 - 3.2 consent to any assignment or transfer of your interest under the Agreement; or
 - 3.3 assign any of our rights or transfer any of our rights or obligations under the Agreement.
4. Until you receive written notice to the contrary from the Security Trustee, you may continue to deal with us in relation to the Agreement. After you receive such notice, we will cease to have any right to deal with you in relation to the Agreement and you must deal directly with or upon the written instructions of the Security Trustee. We will remain liable to perform all our obligations under the Agreement and the Security Trustee is under no obligation of any kind under the Agreement and assumes no liability in the event of any failure by us to perform our obligations under the Agreement.
5. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
 - 5.1 to disclose such information relating to the Agreement and to give such acknowledgements and undertakings relating to the Agreement as the Security Trustee may from time to time request; and
 - 5.2 to pay all amounts under or in connection with the Agreement to the account directed by the Security Trustee from time to time.
6. This notice and the authority and instructions it contains may only be revoked or amended with the written consent of the Security Trustee.
7. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
8. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Security Trustee (with a copy to us).

Yours faithfully,

.....
For and on behalf of
[CHARGOR]

[To be included on copy notice:]

To: Lloyds Bank Plc

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Dear Sirs

Acknowledgement of notice of security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any previous assignment of or charge over the Agreement and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice; and
3. will not claim or exercise any right of set-off or counterclaim or any other similar right in relation to amounts payable in connection with the Agreement.

Yours faithfully,

.....
for and on behalf of
[COUNTERPARTY]

SCHEDULE 4

Form of Deed of Accession

This Deed is made on [DATE] between:

- (1) **[ACCEDING CHARGOR]**, a company incorporated in [England and Wales] with company number [NUMBER] (the "**New Chargor**"); and
- (2) **LLOYDS BANK PLC** (the "**Security Trustee**") as security trustee for the Secured Parties appointed under the Intercreditor Agreement.

1. **INTERPRETATION**

- 1.1 In this Deed, the "**Debenture**" means a debenture dated [DATE] made between, amongst others, the Parent and the Security Trustee.
- 1.2 Unless a contrary indication appears:
 - 1.2.1 terms defined in the Debenture will have the same meaning in this Deed; and
 - 1.2.2 the principles of construction in clause 1.2 (*Construction*) of the Debenture apply also to this Deed as if set out in full in this Deed, except that references to the Debenture shall be construed as references to this Deed.
- 1.3 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed. Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

2. **ACCESSION**

2.1 **Agreement to accede**

The New Chargor agrees to accede and become a party to the Debenture and to be bound by the terms of the Debenture as a Chargor with effect from the date of this Deed.

2.2 **Effect of accession**

With effect from the date of this Deed, the Debenture will be read and construed for all purposes as if the New Chargor had been an original party to it in the capacity of Chargor (but so that the Security created as a result of such accession is created on the date of this Deed). The Debenture will continue in full force and effect and the Debenture and this Deed will be read as one and construed so that references in the Debenture to "**this Deed**" and similar phrases will be deemed to include this Deed of Accession.

3. **SECURITY**

3.1 **Grant of Security**

Without limiting the generality of Clause 2 (*Accession*) above, the New Chargor grants Security on terms set out in clause 3 (*Grant of Security*) of the Debenture as if such terms were set out in full in this Deed.

3.2 **[Mortgage]**

Without limiting the generality of Clause 3.1 (*Grant of Security*) above or the Debenture, the New Chargor charges by way of first legal mortgage:

- 3.2.1 all its Real Property listed in the schedule to this Deed; and
- 3.2.2 all its other Real Property (if any) as at the date of this Deed.]

3.3 **[Fixed charges]**

Without limiting the generality of Clause 3.1 (*Grant of Security*) above or the Debenture, the New Chargor charges by way of first fixed charge:

- 3.3.1 [all its Specified Shares listed in the schedule to this Deed;][and]
- 3.3.2 [all its accounts, including any listed in the schedule to this Deed, maintained with a Secured party and all monies (including interest) at any time standing to the credit of each such account.]

3.4 **[Assignment]**

Without limiting the generality of Clause 3.1 (*Grant of Security*) above or the Debenture, the New Chargor assigns by way of security to the Security Trustee:

- 3.4.1 [each of its Insurances, including any listed in the schedule to this Deed;] [and]
- 3.4.2 [all its Specified Contracts listed in the schedule to this Deed;] [and]
- 3.4.3 [all its accounts, including any listed in the schedule to this Deed, maintained with any bank, financial institution or other person (other than a Secured Party) and all monies (including interest) at any time standing to the credit of each such account.]]

3.5 **Real Property Restriction**

The New Chargor shall ensure that a restriction in the following terms is entered on the register of the title of its Real Property at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE] in favour of Lloyds Bank Plc as security trustee referred to in the charges register, or its conveyancer."

together with, where applicable, notice of any obligation on the Secured Parties to make further advances under the terms of the Debt Documents. The New Chargor shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

3.6 **No avoidance of Security**

The Security created as a result of this Deed will not in any way be avoided, discharged, released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any Security contained in the Debenture or in any other Deed of Accession.

4. **COUNTERPARTS**

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

5. **GOVERNING LAW**

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

6. **JURISDICTION**

- 6.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").
- 6.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed will argue to the contrary.
- 6.3 Clause 6.1 is for the benefit of the Secured Parties only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, each Secured Party may take concurrent proceedings in any number of jurisdictions.

This Deed is executed as a deed and delivered on the date stated at the beginning of this Deed.

SCHEDULE

Part I Real Property

Registered Land

Name of Chargor	Address/description of the Real Property	Title Number
------------------------	---	---------------------

Part II Specified Shares

Name of Chargor	Name of company whose shares are held	Company number of company whose shares are held	Number and class of shares
------------------------	--	--	-----------------------------------

Part III Bank accounts

Name of Chargor	Name or designation of bank account	Account number	Name of institution and branch at which account held
------------------------	--	-----------------------	---

Part IV Insurances

Name of Chargor	Brief description of policy, including policy number	Date of policy	Insurance company or underwriter (including address for service of notices)
------------------------	---	-----------------------	--

**Part V
Specified Contracts**

Name of Chargor	Brief description of agreement	Date of agreement	Parties to agreement (including address for service of notices)
-----------------	--------------------------------	-------------------	---

SIGNATURES TO THE DEED OF ACCESSION

Acceding Chargor

Executed as a deed by)	
[NAME OF ACCEDING CHARGOR])	Director
acting by two directors or by a director and)	
its secretary)	
)	Director/Secretary

Security Trustee

Executed as a deed by)	
)	
as duly authorised attorney)	
for and on behalf of)	
LLOYDS BANK PLC)	
in the presence of)	

.....
Signature of witness

Name

Address

.....

EXECUTION OF DEBENTURE

The Original Chargers

Executed as a deed by **A.F. BLAKEMORE**)
AND SON LIMITED acting by one director in)
the presence of:)

Director

Name: SCOTT MUNRO-MORRIS

Witness signature:

Witness name:

IAN DIMMENT

Witness address:

Executed as a deed by **BLAKEMORE**)
PROPERTY LTD acting by one director in the)
presence of:)

Director

Name: SCOTT MUNRO-MORRIS

Witness signature:

Witness name:

IAN DIMMENT

Witness address:

The Security Trustee

LLOYDS BANK PLC

By:

Address:

Fax:

Email:

EVERSHEDS
SUTHERLAND

Dated: 24 April 2020

- (1) A.F.BLAKEMORE AND SON LIMITED AND BLAKEMORE PROPERTY LTD as Original Chargors
- (2) LLOYDS BANK PLC as Security Trustee
-

Debenture

We certify this document as a true copy of the original, save for material redacted pursuant to section 859G Companies Act 2006

Eversheds Sutherland (International) LLP

Date: 29/04/2020

EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP

CONTENTS

Clause		Page
1	INTERPRETATION	1
2	COVENANT TO PAY	4
3	GRANT OF SECURITY	4
4	CONVERSION OF FLOATING CHARGE.....	6
5	UNDERTAKINGS.....	6
6	RIGHTS OF ENFORCEMENT.....	10
7	POWERS OF A RECEIVER.....	12
8	APPLICATION OF PROCEEDS.....	13
9	PROTECTION OF THIRD PARTIES	13
10	PROTECTION OF SECURITY TRUSTEE.....	14
11	SAVING PROVISIONS	14
12	CHANGES TO THE PARTIES	16
13	COUNTERPARTS.....	16
14	GOVERNING LAW	17
15	JURISDICTION	17
Schedules		
1	The Original Chargors	18
2	Details of Charged Property	19
3	Notices	24
4	Form of Deed of Accession	32

This Deed is made on 24 April 2020 between:

- (1) **A.F.BLAKEMORE AND SON LIMITED** a company incorporated in England and Wales with registered number 00391135 whose registered address is Long Acres Ind Est, Rosehill, Willenhall, West Midlands, WV13 2JP, (the "**Parent**");
- (2) **THE COMPANIES** listed in Schedule 1 (together with the Parent, the "**Original Chargors**"); and
- (3) **LLOYDS BANK PLC** as security trustee for the Secured Parties appointed under the Intercreditor Agreement (the "**Security Trustee**").

1. INTERPRETATION

1.1 Definitions

In this Deed:

"**Assigned Asset**" means any assets expressed to be assigned under Clause 3.3 (*Assignment*).

"**Associated Benefits**" means, in respect of any asset:

- (a) all monies including (where relevant) all rent, dividends, distributions, profits, compensation, damages, income or interest paid or payable relating to that asset; and
- (b) all Authorisations, rights, benefits, claims or property at any time relating to that asset.

"**Book Debts**" means, in relation to any Chargor, all book and other debts, revenues and monetary claims of or owing to, or other amounts recoverable or receivable by, that Chargor and any rights or claims of that Chargor in respect of such debts, revenues and monetary claims.

"**Chargor**" means each of the Original Chargors and any company which accedes to this Deed under a Deed of Accession (together the "**Chargors**").

"**Charged Account**" means each account listed in Part III of Schedule 2 (*Details of Charged Property*).

"**Charged Property**" means the assets of each Chargor which from time to time are, or are expressed to be, the subject of any Security created by this Deed.

"**Debt Document**" means each of the Intercreditor Agreement, the Hedging Agreements, the Senior Finance Documents, the Security Documents (as each such term is defined in the Intercreditor Agreement) and any other document designated as such by the Security Trustee and the Parent.

"**Debtor**" has the meaning given to that term in the Intercreditor Agreement.

"**Deed of Accession**" means a deed substantially in the form set out in Schedule 4 (*Form of Deed of Accession*).

"**Delegate**" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee.

"**Event of Default**" has the meaning given to that term in the Senior Facilities Agreement.

"**Finance Party**" means the Security Trustee, the Agent, the Arranger, a Hedge Counterparty or a Lender (as each term is defined in the Senior Facilities Agreement).

"Floating Charge Asset" means, at any time, any Charged Property which, at that time, is the subject of the floating charge created by this Deed.

"Insolvency Act" means the Insolvency Act 1986.

"Insurances" means all contracts or policies of insurance of whatever nature.

"Intercreditor Agreement" means the intercreditor agreement dated on or about the date of this Deed and made between, among others, the Parent, the Debtors, Harriet Holdings Limited as Junior Creditor, the Intra-Group Lenders and the Finance Parties.

"Intra-Group Lenders" has the meaning given to that term in the Intercreditor Agreement.

"Investments" means:

- (a) the Specified Shares; and
- (b) all other stocks, shares, bonds, securities or investments.

"LPA" means the Law of Property Act 1925.

"Real Property" means:

- (a) all estates or interests in any freehold or leasehold property;
- (b) any buildings, fixtures, fittings, fixed plant or machinery at any time situated on or forming part of that property;
- (c) all easements, rights, agreements and other benefits in respect of that property; and
- (d) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"Secured Obligations" means all present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured Party under any of the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

"Secured Party" means the Security Trustee, any Receiver or Delegate.

"Senior Creditors" has the meaning given to that term in the Intercreditor Agreement.

"Senior Facilities Agreement" means the facilities agreement originally dated 18 March 2011, between amongst others (1) the Parent (2) the subsidiaries of the Parent listed in part I schedule 1 thereto as the Original Borrowers (3) the subsidiaries of the Parent listed in part I schedule 1 therein as the Original Guarantors (4) Lloyds Bank Plc and Barclays Bank PLC as the Arrangers (5) the financial institutions listed in part II of schedule 1 therein as the Original Lenders (6) Lloyds Bank Plc as the Agent (7) Lloyds Bank Plc as the Security Trustee and (8) Lloyds Bank Plc and Barclays Bank PLC as the Original Hedge Counterparties, as amended and restated, pursuant to a deed of amendment and restatement dated 7 March 2014, as amended pursuant to a consent and amendment letter dated 6 July 2015, as amended and restated pursuant to a deed of amendment and restatement dated 31 August 2016 and as amended pursuant to amendment agreements dated 31 July 2017, 30 July 2018, 17 December 2018, 25 April 2019 and 31 July 2019 and as further amended by a deed of amendment and restatement agreement date on or around the date of this Deed and as further amended and restated from time to time.

"Specified Contracts" means the contracts listed in Part V of Schedule 2 (*Details of Charged Property*).

"Specified Shares" means any shares specified in Part II of Schedule 2 (*Details of Charged Property*).

1.2 Construction

1.2.1 Unless a contrary indication appears in this Deed:

1.2.1.1 terms defined in the Senior Facilities Agreement have the same meaning in this Deed;

1.2.1.2 the provisions of clause 1.2 (*Construction*) of the Senior Facilities Agreement apply to this Deed as if set out in full in this Deed except that references to the Senior Facilities Agreement shall be construed as references to this Deed; and

1.2.1.3 all provisions in the Senior Facilities Agreement that are deemed to apply to the Finance Documents apply to this Deed as if set out in full in this Deed.

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

1.2.2.1 any asset includes present and future properties, revenues and rights of every description, all proceeds of sale of such asset, all rights under any agreement for the sale, lease or licence of such asset and any monies paid or payable in respect of such asset;

1.2.2.2 a "**Debt Document**" or any other agreement or instrument is a reference to that Debt Document or other agreement or instrument as amended, novated, supplemented, extended, restated or replaced from time to time; and

1.2.2.3 an account is a reference to that account as re-designated, re-numbered, substituted or replaced from time to time.

1.2.3 Where this Deed includes the words "**including**", "**in particular**" or "**or otherwise**" (or similar words or phrases), the intention is to state examples and not to be exhaustive.

1.2.4 In relation to any Chargor which becomes a party to this Deed upon the execution and delivery of a Deed of Accession, (a) where any assets are identified by reference to a Schedule, this includes assets identified in any corresponding or analogous schedule to such Deed of Accession and (b) provisions which apply from the date of execution of this Deed will apply from the date the Security Trustee signs the Deed of Accession.

1.2.5 References to any Security "**created by this Deed**" are to be deemed to include such Security created or intended to be created, constituted, given, made or extended by, under or evidenced by this Deed or any Deed of Accession.

1.3 Incorporation of other terms

The terms of the other Debt Documents and of any other agreement or document between any of the parties to this Deed are incorporated into this Deed and any Deed of Accession to the extent required to comply with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 **Third party rights**

- 1.4.1 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or enjoy the benefit of any term of this Deed.
- 1.4.2 Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.
- 1.4.3 Any Receiver, Delegate or any person described in clause 29.10 (*Exclusion of liability*) of the Senior Facilities Agreement may, subject to this Clause 1.4 and the Third Parties Act, rely on any clause of this Deed which expressly confers rights on it.

2. **COVENANT TO PAY**

Each Chargor, as principal debtor and not just as surety, covenants with the Security Trustee to pay or discharge the Secured Obligations in the manner provided for in the Debt Documents.

3. **GRANT OF SECURITY**

3.1 **Mortgage**

Each Chargor charges by way of first legal mortgage:

- 3.1.1 all its Real Property described opposite its name in Part I of Schedule 2 (*Details of Charged Property*); and
- 3.1.2 all its other Real Property as at the date of this Deed.

3.2 **Fixed charges**

Each Chargor charges by way of first fixed charge:

- 3.2.1 to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*), all its Real Property as at the date of this Deed;
- 3.2.2 all its Real Property acquired after the date of this Deed;
- 3.2.3 all its plant and machinery, vehicles, computers and other equipment, excluding stock in trade, to the extent not otherwise effectively mortgaged or charged under this Deed;
- 3.2.4 all its Specified Shares;
- 3.2.5 all its Investments (other than its Specified Shares charged under Clause 3.2.4)
- 3.2.6 all its:
 - 3.2.6.1 Charged Accounts; and
 - 3.2.6.2 other accounts,

in each case maintained with a Secured Party and all monies (including interest) at any time standing to the credit of each such account;
- 3.2.7 all its Book Debts to the extent not effectively assigned under Clause 3.3 (*Assignment*);

- 3.2.8 all its Intellectual Property, to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.9 all its goodwill and uncalled capital;
- 3.2.10 all rights, benefits and interests under each agreement to which it is party that is not an Assigned Asset and any agreement in, under or to which it any rights by virtue of the Third Parties Act;
- 3.2.11 to the extent that any Assigned Asset is incapable for any reason of being assigned or is not effectively assigned in each case under Clause 3.3 (*Assignment*), each Assigned Asset; and
- 3.2.12 save to the extent assigned under Clause 3.3 (*Assignment*), all Associated Benefits relating to the Charged Property.

3.3 **Assignment**

Each Chargor assigns by way of security:

- 3.3.1 all its accounts maintained with any bank, financial institution or other person (other than a Secured Party) and all monies (including interest) at any time standing to the credit of such account;
- 3.3.2 all its other Insurances, including any listed in Schedule 2 (*Details of Charged Property*); and
- 3.3.3 all its Specified Contracts.

in each case together with all Associated Benefits relating to the Charged Property.

3.4 **Floating charge**

- 3.4.1 Each Chargor charges by way of floating charge all its assets and undertaking not at any time effectively mortgaged, charged or assigned under this Deed or any other Debt Document.
- 3.4.2 Paragraph 14 of Schedule B1 of the Insolvency Act applies to any Security created by this Deed.

3.5 **General**

All Security created by this Deed:

- 3.5.1 is created in favour of the Security Trustee, as security trustee for the Secured Parties;
- 3.5.2 unless specifically stated otherwise, is created over the present and future assets of the relevant Chargor to the extent of its rights, title and interest in, under and to such assets at any time; and
- 3.5.3 is created with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.6 **Continuing security**

The Security created by this Deed is continuing security for the payment and discharge of the Secured Obligations. The provisions of this Deed will apply at all times:

- 3.6.1 regardless of the date on which any of the Secured Obligations were incurred;

- 3.6.2 notwithstanding any intermediate payment or discharge; and
- 3.6.3 in respect of the full amount of the Secured Obligations at the relevant time even if the amount of the Secured Obligations had previously been less than that amount or had been nil at any time.

3.7 **Independent Security**

The Security created by this Deed is in addition to and is not in any way prejudiced by any other guarantee or Security now or subsequently held by any Secured Party. No prior Security held by any Secured Party over the whole or any part of the Charged Property will merge with the Security created by this Deed.

3.8 **Validity of details of Charged Property**

The fact that incorrect or incomplete details of any Charged Property are included or inserted in any Schedule will not affect the validity or enforceability of the Security created by this Deed.

4. **CONVERSION OF FLOATING CHARGE**

4.1 **Conversion by notice**

The Security Trustee may, by notice to a Chargor, crystallise and convert the floating charge created by that Chargor under this Deed into a fixed charge over any or all of that Chargor's Floating Charge Assets if:

- 4.1.1 an Event of Default occurs which is continuing;
- 4.1.2 the Security Trustee becomes aware of any intention or proposal to appoint a liquidator, administrative receiver, receiver, administrator or other similar officer in respect of that Chargor or any of its assets; or
- 4.1.3 the Security Trustee considers that any Floating Charge Asset is in danger of being seized, or sold under any legal process, or such assets are otherwise in jeopardy.

4.2 **Automatic conversion**

- 4.2.1 A floating charge created by any Chargor under this Deed will automatically crystallise and convert into fixed charges over the relevant Floating Charge Assets if a liquidator, administrative receiver, receiver, administrator or other similar officer is appointed in respect of that Chargor or any of its assets.
- 4.2.2 No floating charge created under this Deed will automatically crystallise and convert into a fixed charge solely by reason of a moratorium being obtained under section 1A or Schedule A1 of the Insolvency Act (or anything being done with a view to obtaining a moratorium).

5. **UNDERTAKINGS**

5.1 **Negative pledge and restriction on dealing**

- 5.1.1 No Chargor may create or permit to subsist any Security over any of its assets.
- 5.1.2 No Chargor may:
 - 5.1.2.1 sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by another Obligor;

- 5.1.2.2 sell, transfer or otherwise dispose of any of its receivables on recourse terms;
- 5.1.2.3 enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- 5.1.2.4 enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

- 5.1.3 Clauses 5.1.1 and 5.1.2 shall not apply to any Security or arrangement permitted under the Senior Facilities Agreement.

5.2 **Notice of charge or assignment**

- 5.2.1 Each Chargor shall, promptly (and in any event within 3 Business Days) upon receiving a request to that effect from the Security Trustee, serve notice of each charge or assignment created under this Deed in respect of:

- 5.2.1.1 each of its accounts charged under Clause 3.2.6 or assigned under Clause 3.3.1, by sending a notice substantially in the form of:

- 5.2.1.2 Part I of Schedule 3 (*Notices*)(with such amendments as the Security Trustee may agree and/or require), in the case of any account in respect of which the Security Trustee has sole signing rights; and

- 5.2.1.3 Part II of Schedule 3 (*Notices*)(with such amendments as the Security Trustee may agree and/or require), in the case of any account in respect of which the Security Trustee does not have sole signing rights;

to the person with whom that account is held, in each case on the date of this Deed (in the case of any account existing on the date of this Deed) and on the date of opening any other account (in the case of any account opened after the date of this Deed);and

- 5.2.1.4 each of its Insurances (by sending a notice substantially in the form of Part III of Schedule 3 (*Notices*) (with such amendments as the Security Trustee may agree and/or require) to the relevant insurer, on the date of this Deed (for any Insurances existing on the date of this Deed) and on the date of entry into any other Insurances (in the case of any Insurances entered into after the date of this Deed); and

- 5.2.2 Each Chargor shall, promptly (and in any event within 3 Business Days) following an Event of Default and upon receiving a request from the Security Trustee, serve notice of each charge or assignment created under this Deed in respect of each Specified Contract, by sending a notice substantially in the form of Part IV of Schedule 3 (*Notices*) (with such amendments as the Security Trustee may agree and/or require) to each counterparty to that Specified Contract, on the date of this Deed.

5.3 **Acknowledgement of notice of security**

- 5.3.1 Each Chargor shall use all reasonable endeavours to procure that each notice served by it under Clause 5.2 (*Notice of charge or assignment*) is acknowledged

by the recipient in the form attached to such notice within **14 days** of the date the Security Trustee's request to serve the notice to the relevant party.

5.4 **Charged Property**

Each Chargor shall:

- 5.4.1 to the extent not already held by the Security Trustee and save where it has provided an acceptable undertaking to hold the same to the order of the Security Trustee under the terms of the Senior Facilities Agreement deposit with the Security Trustee all documents of title or other evidence of ownership, together with such deeds, certificates and documents as the Security Trustee may require, relating to its Charged Property;
- 5.4.2 promptly upon request by the Security Trustee affix to and maintain on such of its plant, machinery, fixtures, fittings, vehicles or other equipment as the Security Trustee may require a clearly legible identification plate stating that the asset has been charged to the Security Trustee, in a form acceptable to the Security Trustee; and
- 5.4.3 promptly upon request by the Security Trustee provide the Security Trustee with all information it may reasonably request in relation to its Charged Property.

5.5 **Real Property Restriction**

Each Chargor shall ensure that a restriction in the following terms is entered on the register of the title of its Real Property at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE OF DEBENTURE] in favour of Lloyds Bank Plc referred to in the charges register, or its conveyancer,"

together with, where applicable, notice of any obligation on the Secured Parties to make further advances under the terms of the Debt Documents. Each Chargor shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

5.6 **Investments**

- 5.6.1 No Chargor shall (unless permitted under the Debt Documents):
 - 5.6.1.1 take or permit the taking of any action which may adversely affect the value of any of its Investments, or prejudice the interests of any Secured Party under any Debt Document, or result in the rights attaching to any of its Investments being altered or diluted; or
 - 5.6.1.2 except where the Security Trustee so requires or permits, nominate another person to enjoy or exercise any of its rights in relation to any of its Investments.
- 5.6.2 Subject to Clause 5.6.1 (*Investments*) and provided that no Event of Default is continuing, each Chargor may:
 - 5.6.2.1 receive and retain all dividends or other income paid or payable in respect of its Investments; and
 - 5.6.2.2 exercise all voting and other rights attaching to its Investments, provided that it does so for a purpose not inconsistent with any Debt Document.
- 5.6.3 While any Event of Default is continuing, each Chargor shall:

- 5.6.3.1 hold any dividends or other income received in respect of the Investments on trust for the Security Trustee and pay such amounts into a separate account or otherwise as the Security Trustee may direct; and
- 5.6.3.2 exercise all voting and other rights attaching to the Investments as the Security Trustee may direct.

5.7 **Charged Accounts**

Each Chargor shall operate each Charged Account in accordance with the Senior Facilities Agreement and the terms provided in the notice referred to in Clause 5.2 (*Notice of charge or assignment*) and take such action as the Security Trustee may require to ensure that the account mandate for each Charged Account is altered in such way as the Security Trustee may direct.

5.8 **Book Debts**

Each Chargor shall:

- 5.8.1 promptly collect each Book Debt when due for payment;
- 5.8.2 promptly take and pursue all action necessary to recover any Book Debt which is not paid when due in accordance, if applicable, with any instructions from the Security Trustee;
- 5.8.3 not agree to waive or settle any Book Debt for less than par value, other than with the prior written consent of the Security Trustee;

5.9 **Intellectual Property**

Promptly following the request of the Security Trustee acting reasonably, each Chargor shall procure that an entry is made in each relevant public register of its Intellectual Property to record the existence of this Deed and the restrictions imposed by it.

5.10 **Specified Contracts**

- 5.10.1 Each Chargor shall:
 - 5.10.1.1 perform its obligations and exercise its rights (including ensuring the due performance of the obligations of the relevant counterparties) under each of its Specified Contracts in a diligent and timely manner;
 - 5.10.1.2 not make or agree to make any amendments or modifications to, nor waive any of its rights under, nor exercise any right to terminate any of its Specified Contracts, except, in each case, as permitted under the Senior Facilities Agreement; and
 - 5.10.1.3 promptly inform the Security Trustee of any material disputes relating to each of its Specified Contracts.
- 5.10.2 Subject to Clause 5.10.1 (*Specified Contracts*) and provided that no Event of Default is continuing, each Chargor may exercise its rights under each of its Specified Contract without further reference to the Security Trustee, unless such exercise is reasonably likely to result in a Default, adversely affect the value of the Charged Property or prejudice the interests of the Secured Parties under any Debt Document.
- 5.10.3 While any Event of Default is continuing, each Chargor shall exercise its rights under each of its Specified Contract only in accordance with the instructions of the Security Trustee.

5.11 **Further assurance**

Each Chargor shall (and the Parent shall procure that each other member of the Group shall) promptly take all such actions, including executing all such documents, notices and instructions in such form as the Security Trustee may reasonably require:

- 5.11.1 to create, perfect, protect and (if necessary) maintain the Security created or intended to be created over any of its assets under this Deed or for the exercise of any rights, powers and remedies of the Secured Parties provided by or under this Deed or by law or regulation;
- 5.11.2 to confer on the Secured Parties security interests in or over any of its assets located in any jurisdiction other than England and Wales equivalent or similar to the Security created or intended to be created by this Deed; and
- 5.11.3 to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by this Deed.

5.12 **Power to remedy**

If any Chargor fails to comply with any of its obligations under this Deed, the Security Trustee (or its nominee) may (at the Chargor's expense) take such action as is necessary to protect any assets against the consequences of such Chargor's non-compliance and to ensure compliance with such obligations. The Security Trustee is not obliged to perform any obligation of a Chargor nor to take any action which it may be entitled to take under this Deed.

5.13 **Power of attorney**

- 5.13.1 As security for the performance of its obligations under this Deed, each Chargor irrevocably and severally appoints the Security Trustee, each Receiver and each Delegate to be its attorney, with full power of substitution.
- 5.13.2 The attorney may, in the name of the relevant Chargor and on its behalf and at its expense, do anything which that Chargor is obliged to do under any Debt Document to which it is a party but has failed to do or which the Security Trustee, Receiver or Delegate may in their absolute discretion consider appropriate in connection with the exercise of any of their rights, powers, authorities or discretions in relation to the Charged Property under or otherwise for the purposes of any Debt Document, or any law or regulation.
- 5.13.3 Each Chargor ratifies and confirms anything done by any attorney under this Clause 5.13. Each Chargor agrees to indemnify the attorney against all actions, claims, demands and proceedings taken or made against it and all costs, damages, expenses, liabilities and losses incurred by the attorney as a result of or in connection with anything lawfully done by it under or in connection with this power of attorney.

6. **RIGHTS OF ENFORCEMENT**

6.1 **Secured Obligations deemed payable**

For the purposes of all rights and powers implied by statute, the Secured Obligations are due and payable on the date of this Deed.

6.2 **When Security enforceable**

The Security created by this Deed is enforceable at any time while an Event of Default is continuing.

6.3 **Enforcement powers**

At any time (a) when the Security created by this Deed is enforceable or (b) following a request by any Chargor, the Security Trustee may, without further notice:

- 6.3.1 sell, appropriate, realise or transfer, including to itself or to any other person, all or any part of the Charged Property;
- 6.3.2 appoint one or more persons to be a Receiver of all or any part of the Charged Property;
- 6.3.3 appoint an administrator of any Chargor;
- 6.3.4 exercise any of the powers, authorities and discretions conferred on mortgagees, administrators or receivers, under the LPA, the Insolvency Act, any other legislation or regulation or under this Deed; and
- 6.3.5 take such further action as it sees fit to enforce all or any part of the Security created by this Deed.

6.4 **Rights in relation to a Receiver**

The Security Trustee may remove any Receiver appointed under this Deed, appoint another person as Receiver or appoint additional Receivers. Each Receiver will be deemed to be the agent of the Chargor who alone will be responsible for the acts and defaults of the Receiver and for any liabilities incurred by the Receiver. The Security Trustee may fix the remuneration of a Receiver which will be payable by the relevant Chargor and form part of the Secured Obligations.

6.5 **Redemption of prior Security**

Where there is any Security created over any of the Charged Property which ranks in priority to the Security created by this Deed and:

- 6.5.1 the Security created by this Deed becomes enforceable; and
- 6.5.2 the holder of such other Security takes any steps to enforce that Security,

the Security Trustee or any Receiver may, at its sole discretion and at the cost and expense of the relevant Chargor, redeem, take a transfer of and repay the indebtedness secured by such other Security. All amounts paid by the Security Trustee or a Receiver under this Clause will form part of the Secured Obligations.

6.6 **Appropriation of payments**

Any appropriation by the Security Trustee or a Receiver under this Deed will override any appropriation by the Chargor.

6.7 **Financial collateral**

- 6.7.1 To the extent that any of the assets mortgaged, charged or assigned under this Deed constitute "financial collateral" and this Deed constitutes a "financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003) (the "**FC Regulations**") the Security Trustee will have the right at any time when such Security is enforceable to appropriate all or any part of that financial collateral in such manner as it sees fit in or towards the satisfaction of the Secured Obligations.

- 6.7.2 Where any financial collateral is appropriated, its value shall be:

- 6.7.2.1 in the case of cash, its face value at the time of the appropriation;

6.7.2.2 if the financial collateral is listed or traded on a recognised exchange, the value at which it could have been sold on that exchange at the time of appropriation; and

6.7.2.3 in any other case, the amount reasonably determined by the Security Trustee by such process as it may select, including independent valuation,

and the Chargors agree that the method of valuation provided for in this Clause 6.7.2 is commercially reasonable for the purposes of the FC Regulations.

6.8 **Demands**

Any demand for payment made by any Secured Party shall be valid and effective even if it contains no statement of the relevant Secured Obligations or an inaccurate or incomplete statement of them.

7. **POWERS OF A RECEIVER**

7.1 **General powers**

Any Receiver will have:

7.1.1 the rights, powers, privileges and immunities conferred on receivers, receivers and managers and mortgagees in possession under the LPA;

7.1.2 the rights, powers, privileges and immunities conferred on administrative receivers (whether or not that Receiver is an administrative receiver) under the Insolvency Act; and

7.1.3 all other rights, powers, privileges and immunities conferred by law or regulation on receivers, receivers and managers, mortgagees in possession and administrative receivers.

7.2 **Specific powers**

The rights, powers and remedies provided in this Deed are in addition to any rights powers and remedies under law or regulation. Any Receiver will have the following additional powers:

7.2.1 the power to do or omit to do anything which the relevant Chargor could do or omit to do in relation to the Charged Property which is the subject of the appointment;

7.2.2 the power to do all other acts and things which the Receiver may consider desirable or necessary for realising any of the Charged Property or incidental or conducive to any of the rights, powers and discretions conferred on a Receiver under this Deed or by law or regulation; and

7.2.3 the power to use the relevant Chargor's name for all the above purposes.

7.3 **Variation of statutory powers**

The following statutory provisions do not apply to this Deed or any Security created by this Deed:

7.3.1 the restriction on the consolidation of mortgages in section 93 of the LPA;

7.3.2 the restrictions on the power to grant or accept the surrender of leases in sections 99 and 100 of the LPA;

7.3.3 the conditions to the exercise of a power of sale in section 103 of the LPA;

- 7.3.4 the restrictions on the application of proceeds by a mortgagee or receiver in sections 105, 107(2) and 109(8) of the LPA; and
- 7.3.5 the restrictions on the appointment of a receiver in section 109(1) of the LPA and the provisions regarding a receiver's remuneration in section 109(6) of the LPA.

8. APPLICATION OF PROCEEDS

8.1 Order of priority

All amounts received by the Security Trustee or a Receiver in connection with the enforcement of the Security created under this Deed will be applied, to the extent permitted by applicable law, in accordance with the provisions of the Intercreditor Agreement.

8.2 Suspense account

The Security Trustee may credit any monies at any time received or realised under this Deed to an interest-bearing suspense account, for so long and on such terms as the Security Trustee may determine pending their application towards discharging the Secured Obligations.

8.3 New accounts

If a Secured Party receives or is deemed to have received notice of subsequent Security over the Charged Property, each Secured Party may open a new account with the relevant Chargor. If a Secured Party does not open a new account, it will be treated as having done so at the time when such notice was received and as from that time all payments made by or on behalf of that Chargor to that Secured Party will be credited or be treated as having been credited to the relevant new account and not as having been applied in discharge of the Secured Obligations.

8.4 Release of Charged Property

If the Security Trustee is satisfied that all the Secured Obligations have, subject to Clauses 11.1 (Reinstatement) and 11.2 (Avoidable payments), been unconditionally and irrevocably paid and discharged in full and all facilities which might give rise to Secured Obligations terminated, the Security Trustee will, at the request and cost of the relevant Chargor, execute such documents and take such steps as may be necessary to release the Charged Property from the Security created by this Deed.

9. PROTECTION OF THIRD PARTIES

9.1 No buyer from, or other person dealing with the Security Trustee or a Receiver will be concerned to enquire whether:

- 9.1.1 any money remains due under the Debt Documents;
- 9.1.2 any power which the Security Trustee or Receiver is purporting to exercise has arisen or become exercisable; or
- 9.1.3 the Security Trustee or any Receiver is validly appointed and acting within its powers in accordance with this Deed.

9.2 The receipt of the Security Trustee, any Receiver or any Delegate will be an absolute and conclusive discharge to a purchaser of any of the Charged Property who will have no obligation to enquire how any monies are applied.

10. PROTECTION OF SECURITY TRUSTEE

10.1 No liability as mortgagee in possession

No Secured Party will be liable to account to any Chargor as mortgagee in possession by reason of entering into possession of any of the Charged Property, or for any cost, loss or liability on realisation, nor for any default or omission for which a mortgagee in possession might be liable.

10.2 Tacking

The Security created by this Deed is intended to secure any further advances which any Secured Party is obliged to make under the Debt Documents.

10.3 Discretion of the Secured Parties

Each Secured Party is entitled to exercise its rights, powers and discretions under this Deed in accordance with the terms of the Intercreditor Agreement and no Chargor has any right to control or restrict any Secured Party's exercise of any of its rights, powers or discretions under this Deed.

11. SAVING PROVISIONS

11.1 Reinstatement

If, at any time, there has been a release, settlement or discharge of any Chargor's obligations under this Deed and, as a consequence of any insolvency (or analogous) proceedings or for any other reason:

- 11.1.1 any payment made to any person in respect of any of the Secured Obligations is required to be repaid; and
- 11.1.2 any Security (or other right) held by any Secured Party in respect of any of the Secured Obligations (whether under this Deed or otherwise) is declared void, is set aside or is otherwise affected,

then the relevant Chargor's obligations under this Deed will continue in effect as if there had been no such release, settlement or discharge and as if the relevant payment had not been made and (as applicable) the relevant obligation or Security (or other right) had not been so affected; and accordingly (but without limiting the Secured Parties' other rights under this Deed) the Security Trustee will be entitled to recover from such Chargor the value which the Security Trustee has placed upon such Security (or other right) or the amount of any such payment as if such release, settlement or discharge had not occurred.

11.2 Avoidable payments

If the Security Trustee, acting reasonably, considers that any amount paid by any Chargor in respect of the Secured Obligations is capable of being avoided, set aside or ordered to be refunded or reduced for any reason, then for the purposes of this Deed such amount will not be considered to have been irrevocably paid.

11.3 Waiver of defences

The obligations of each Chargor under this Deed and the Security created under this Deed will not be affected by any act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of its obligations under this Deed or the Security created under this Deed (without limitation and whether or not known to it or any Secured Party) including:

- 11.3.1 any time, waiver or consent granted to, or composition with, any Chargor, Obligor or other person;

- 11.3.2 the release of any other Chargor, Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- 11.3.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor, Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- 11.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor, Obligor or any other person;
- 11.3.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Debt Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Debt Document or other document or security;
- 11.3.6 any unenforceability, illegality or invalidity of any obligation of any person under any Debt Document or any other document or security; or
- 11.3.7 any insolvency or similar proceedings.

11.4 Chargor Intent

Without prejudice to the generality of Clause 11.4 (*Waiver of defences*), each Chargor expressly confirms that it intends that the Security created under this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Debt Documents and/or any facility or amount made available under any of the Debt Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

11.5 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Debt Document to the contrary.

11.6 Appropriations

Until all amounts which may be or become payable by the Obligors or the Chargors under or in connection with the Debt Documents have been irrevocably paid in full, each Secured Party (or any trustee or agent on its behalf) may:

- 11.6.1 refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- 11.6.2 hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Deed.

11.7 **Deferral of Chargors' rights**

Until all amounts which may be or become payable by the Obligor or the Chargors under or in connection with the Debt Documents have been irrevocably paid in full and unless the Security Trustee otherwise directs, no Chargor may exercise any rights which it may have by reason of performance by it of its obligations under the Debt Documents or by reason of any amount being payable, or liability arising, under the Debt Documents:

- 11.7.1 to be indemnified by a Chargor or an Obligor;
- 11.7.2 to claim any contribution from any other Chargor or guarantor of any Obligor's obligations under the Debt Documents;
- 11.7.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Debt Documents or of any other guarantee or security taken pursuant to, or in connection with, the Debt Documents by any Secured Party;
- 11.7.4 to bring legal or other proceedings for an order requiring any Obligor or any Chargor to make any payment, or perform any obligation, in respect of which the Obligor or Chargor has given a guarantee, undertaking or indemnity;
- 11.7.5 to exercise any right of set-off against any Obligor or Chargor; and/or
- 11.7.6 to claim or prove as a creditor of any Obligor or Chargor in competition with any Secured Party.

If any Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Obligor or the Chargors under or in connection with the Debt Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Trustee or as the Security Trustee may direct for application in accordance with Clause 8.1 (*Order of Priority*).

12. **CHANGES TO THE PARTIES**

12.1 **New Chargors**

Any person who wishes to become a Chargor or whom the Security Trustee agrees may become a Chargor (a "**New Chargor**") must deliver to the Security Trustee a duly executed Deed of Accession. With effect from the date that the Security Trustee has signed such Deed of Accession, the parties agree that the New Chargor will become a party to this deed and will assume the same obligations as if it had been an Original Chargor under this Deed.

12.2 **No assignment by Chargors**

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

12.3 **Assignment by Security Trustee**

The Security Trustee may assign any of its rights or transfer any of its rights or obligations under this Deed in accordance with the terms of the Senior Facilities Agreement and the Intercreditor Agreement.

13. **COUNTERPARTS**

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

14. GOVERNING LAW

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

15. JURISDICTION

- 15.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").
- 15.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed may argue to the contrary.
- 15.3 Clause 15.1 (*Jurisdiction*) is for the benefit of the Secured Parties only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

This Deed is executed as a deed and delivered on the date stated at the beginning of this Deed.

SCHEDULE 1**The Original Chargors**

Name of Chargor	Company number	Registered office	Jurisdiction of incorporation
A.F BLAKEMORE AND SON LIMITED	00391135	Long Acres Ind Est, Rosehill, Willenhall, West Midlands WV13 2JP	England and Wales
BLAKEMORE PROPERTY LTD	01393723	Long Acre Industrial Estate, Willenhall, West Midlands WV13 2JP	England and Wales

SCHEDULE 2

Details of Charged Property

Part I Real Property

Property Address	Post Code	Title Number(s)
Talbot Green Depot, Lanelay Road, Pontyclun	CF72 8XX	CYM219156, WA271072, WA431827, WA496294 and WA636809
Hastings Depot, 1-9 Ivy House Lane, Hastings	TN35 4NN	HT22954
Hilton Cross Business Park, Cannock Road, Staffordshire	WV10 7QZ	SF537723
67 Green Arbour Road, Thurcroft, Rotherham	S66 9DD	SYK54020
Dolgellau Eurospar, Bala Rd, Dolgellau	LL40 2YF	WA602950
Maerdy Road (former Maerdy Hotel), Ferndale, Rhondda Cynon Taff	CF43 4BA	CYM198672 and WA629513
Willenhall Lorry Park, Trailer Park, Westacre, Willenhall Trading Estate, Willenhall	WV13 2JP	WM582019
7 Chester Road, Oakenholt, Flint, Flintshire	CH6 5DZ	CYM460959
Garage and Filling Station, Church Street, Bishops Castle, Shropshire	SY9 5AA	SL132037
2-4 Mill Green, Warboys, Huntingdon	PE28 2SA	CB347410
Ecclestone Bakery, 13 High Street, Wrexham	LL11 3SA	CYM549252
7, 9 and 20A Westgate Street, Blakeney	NR25 7NQ	NK302203
26-28 Sandygate Road, Sheffield	S10 5HN	SYK318905
Grantham Road, Sleaford	NG34 7NB	LL144116

Property Address	Post Code	Title Number(s)
59 Rhosddu Road, Wrexham	LL11 2NW	WA764402
Land and buildings on the East side of Station Road, Docking	PE13 8LS	NK87258
Spar Stores and Castle House, Blueboar Square, St Clears, Carmarthen	SA33 4AA	WA516441
172 and 174 Burgh Road, Skegness	PE25 2RW	LL61246 and LL50095
Llanberis, Town Road, Tetney, Grimsby	DN35 5JE	LL129928
143 Long Lane, Upton, Cheshire	CH2 1JF	CH328415
66 and 68 The Highway, New Inn, Gwent	NP4 0PL	WA829570
195 and 197 Cardiff Road, Newport	NP9 3BP	WA636682 and WA93730
93 and 95 High Street, Porthmadog	LL49 9EU	WA577496
Coventry Road, Market Harborough	LE16 9BX	LT328194
26 High Street, Prestatyn	LL19 9BB	CYM66771
14 and 16 Ewenny Road, Bridgend	CF31 3HP	CYM218378
3 Elmtton Road, Worksop	S80 4HD	DY97330 and DY379731
55 Station Road, Queensferry	CH5 1SU	WA654584
67 High Street, Much Wenlock	TF13 6AE	SL55471
Castle Hotel, High Street, Llanberis	LL55 4SU	WA601505
7 Stafford Street, Brewood	ST19 9EH	SF311397
2 and 3 Caernarvon Court, Cheltenham	GL51 3JA	GR40513
16 Church Street, Wrexham	LL14 5HA	CYM394532

Property Address	Post Code	Title Number(s)
43-45 High Street, Chipping Sodbury	BS37 6BA	GR299535
210 Winsover Road, Spalding	PE11 1HQ	LL118326
New Market Square, Dorvil Road, Blaenau, Ffestiniog	LL41 3HW	WA743854
52-56 Vicars Cross, Chester	CH3 5LB	CH273601
63 and 65 North Road, Cardigan	SA43 1LS	CYM191241 and WA501418
38 and 39 Longbridge Street, Llanidloes, Powys	SY18 6EF	WA632798
64 Twydall Green, Gillingham	ME8 6XJ	K945196
37 Colwyn Avenue, Colwyn Bay, Rhos-on-Sea	LL28 4RB	CYM184109
Post Office and Stores, Towyn Road, Towyn, Abergele	LL22 9HE	WA594450
Darlaston Car Park, Steelmans Road, Darlaston		WM945677
10 Harford Square, Lampeter	SA48 7DX	CYM513510
2, 3, 4 and 6 Llanfabon Drive, Trethomas	CF83 8GZ	WA656825 and WA661803
5 Church View, Bodelwyddan	LL18 5TF	CYM7140 and WA416644
2 Norwich Road, Lingwood	NR13 4BH	NK261559
26 Castle Street, Hay on Wye, Hereford	HR3 5DF	CYM514527
54 and 56 High Street, Clydach	SA6 5LN	WA47582
35 Welsh Road, Garden City, Deeside, Flintshire	CH5 2HU	WA632578 and WA582202
46-48 Church Road, Ton Pentre, Rhondda	CF41 7EH	CYM259833
Ogwen Terrace, Bethesda, Bangor	LL57 3AR	WA865015

Property Address	Post Code	Title Number(s)
52 and 53 High Street, Gorseinon	SA4 4BR	WA495506
1-3 Castle Street, Loughor	SA4 6TU	WA563375
86 High Street, Porth	CF39 8PL	WA262157
Trusthorpe Road, Sutton on Sea	LN12 2ET	LL253382
Barningham Village Stores and Post Office, 1 Church Road, Barningham	IP31 1DD	SK173968
Spar Stores, Lon Goch, Madynd Rd, Amlwch	LL68 9DL	WA635279
Spar Store, Plas Yn Dre Street, Dolgellau	LL40 1BB	WA856699
202 and 204 Bocking Lane, Sheffield	S6 6AE	SYK442196
1 Pritchard Street Tonyrefail	CF39 8AB	WA401885
7 North Street, Crowland	PE6 0EG	LL103422
Co-operative Retail Stores, 1 Fontygary Road, Rhoose	CF62 3DR	WA449979 and CYM208315
8-10 Strelley Road, Aspley	NG8 3AP	NT393686
15 High Street, Conwy	LL32 8DE	CYM467455
Coed Mawr, Village Road, Llanfeirfechan	LL33 0AA	WA741086
Spar Stores, Old Plant Road, Newbridge, Newport	NP11 5BX	WA374798
Howe Lane, Goxhill, Barrow-upon-Humber	DN19 7JD	HS136686
85 Earls Gate, Winterton, Scunthorpe	DN15 9SS	HS156640
32/34 High Street, Lydd, Kent	TN29 9AJ	K532231

Part II
Specified Shares

Name of owning Chargor	Name of Subsidiary or other Company	Company number	Number and Class of Shares (and where held by nominees, names of nominees)
A.F Blakemore and Son Limited	Blakemore Property Limited	01393723	112,000,800 Ordinary Shares

**Part III
Bank accounts**

None

Part IV Insurances

None

**Part V
Specified Contracts**

None

**Part VI
Specified IPR**

None

SCHEDULE 3

Notices

Part I Form of notice relating to bank account (Security Trustee has sole signing rights)

To: [NAME AND ADDRESS OF ACCOUNT HOLDING INSTITUTION]

Dated: [DATE]

Dear Sirs,

Notice of Security

1. We give you notice that, under a debenture dated [DATE] we have assigned by way of security to Lloyds Bank Plc (the "**Security Trustee**") all our present and future rights, title and interest in, under and to each account listed below (each an "**Account**"), including all monies (including interest) at any time standing to the credit of such accounts:

Name or designation of bank account	Account number	Name of institution and branch at which account held

2. We may not withdraw or attempt to withdraw any amounts from any Account without the prior written consent of the Security Trustee.
3. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
 - 3.1 to hold all monies from time to time standing to the credit of each Account to the order of the Security Trustee and accordingly to pay all or any part of those monies to the Security Trustee (or as it may direct) promptly following receipt of written instructions from the Security Trustee;
 - 3.2 to disclose to the Security Trustee such information relating to us and each Account as the Security Trustee may from time to time reasonably request, including granting the Security Trustee access to our online account details and providing copies of all statements, in electronic or paper form; and
 - 3.3 to accept any instructions from the Security Trustee to change the signatories on the relevant account mandates to persons specified by the Security Trustee.
4. This notice and the authorities and instructions it contains may only be revoked or amended with the prior written consent of the Security Trustee.
5. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
6. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Security Trustee (with a copy to us).

Yours faithfully,

.....
for and on behalf of

[CHARGOR]

[To be included on copy notice:]

To: Lloyds Bank Plc

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Dear Sirs

Acknowledgement of notice of security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any other assignment of or charge over any Account and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice set out above; and
3. will not claim or exercise any right of set-off, counterclaim, lien or right to combine accounts or any other similar right in relation to the monies standing to the credit of any Account.

Yours faithfully,

.....
for and on behalf of

[ACCOUNT BANK]

Part II
Form of notice relating to bank account
(Security Trustee does not have sole signing rights)

To: [NAME AND ADDRESS OF ACCOUNT HOLDING INSTITUTION]

Dated: [DATE]

Dear Sirs,

Notice of Security

1. We give you notice that, under a debenture dated [DATE] we have assigned by way of security to Lloyds Bank Plc (the "**Security Trustee**") all our present and future rights, title and interest in, under and to each account listed below (each an "**Account**"), including all monies (including interest) at any time standing to the credit of such accounts:

Name or designation of bank account	Account number	Name of institution and branch at which account held

2. We may continue to operate each Account unless and until the Security Trustee notifies you in writing to the contrary. With effect from the date of such notification, we may not withdraw any further monies from any Account without the prior written consent of the Security Trustee to each withdrawal.
3. We therefore irrevocably and unconditionally authorise and instruct you:
- 3.1 with effect from the date of this notice, to disclose to the Security Trustee such information relating to us and each Account as the Security Trustee may from time to time reasonably request, including granting the Security Trustee access to our online account details and providing copies of all statements, in electronic or paper form; and
- 3.2 with effect from the date of the notification described in paragraph 2 above:
- 3.2.1 to hold all monies from time to time standing to the credit of each Account to the order of the Security Trustee and accordingly to pay all or any part of those monies to the Security Trustee (or as it may direct) promptly following receipt of written instructions from the Security Trustee;
- 3.2.2 to accept any instructions from the Security Trustee to change the signatories on the relevant account mandates to persons specified by the Security Trustee.
4. This notice and the authority and instructions it contains may only be revoked or amended with the prior written consent of the Security Trustee.
5. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
6. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Security Trustee (with a copy to us).

Yours faithfully,

.....
for and on behalf of

[CHARGOR]

[To be included on copy notice:]

To: Lloyds Bank Plc

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Dear Sirs

Acknowledgement of notice of security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any other assignment of or charge over any Account and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice; and
3. will not claim or exercise any right of set-off, counterclaim, lien or right to combine accounts or any other similar right in relation to the monies standing to the credit of any Account.

Yours faithfully,

.....
for and on behalf of
[ACCOUNT BANK]

Part III
Form of notice relating to Insurances

To: [NAME AND ADDRESS OF INSURANCE COMPANY/UNDERWRITER]

Dated: [DATE]

Dear Sirs,

Notice of security

1. We refer to [POLICY], policy number [NUMBER] between us and you (the "**Policy**").
2. We give you notice that, under a debenture dated [DATE], we have assigned by way of security to Lloyds Bank Plc (the "**Security Trustee**") all of our present and future rights, title and interest in, under and to the Policy and all proceeds and claims arising from the Policy.
3. We may not agree to amend or terminate the Policy without the prior written consent of the Security Trustee.
4. Until you receive written notice to the contrary from the Security Trustee, you may continue to deal with us in relation to the Policy. After you receive such notice, we will cease to have any right to deal with you in relation to the Policy and you must deal directly with or upon the written instructions of the Security Trustee.
5. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
 - 5.1 to disclose such information relating to the Policy and to give such acknowledgements and undertakings relating to the Policy as the Security Trustee may from time to time request; [and]
 - 5.2 to make all payments under or in connection with the Policy as directed by the Security Trustee; and]
 - 5.3 [to give at least 30 days' notice to the Security Trustee if you propose to:
 - 5.3.1 repudiate, rescind or cancel the Policy;
 - 5.3.2 treat the Policy as avoided in whole or in part;
 - 5.3.3 treat the Policy as expired due to non-payment of premium (and in such notice you must give the Security Trustee the opportunity to rectify any such non-payment of premium within the notice period); or
 - 5.3.4 otherwise decline any claim under the Policy by or on behalf of any insured party].
6. This notice and the authority and instructions it contains may only be revoked or amended with the written consent of the Security Trustee.
7. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
8. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Security Trustee (with a copy to us).

Yours faithfully,

.....
For and on behalf of
[CHARGOR]

[To be included on copy notice:]

To: Lloyds Bank Plc

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Dear Sirs

Acknowledgement of notice of Security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any previous assignment of the Policy and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice; and
3. will not claim or exercise any right of set-off, counterclaim or other right in relation to amounts payable in connection with the Policy.

Yours faithfully,

.....
for and on behalf of
[INSURANCE COMPANY/UNDERWRITER]

Part IV
Form of notice relating to Specified Contracts

To: [NAME AND ADDRESS OF COUNTERPARTY]

Dated: [DATE]

Dear Sirs,

Notice of security

1. We refer to [AGREEMENT] dated [DATE] between us and you (the "**Agreement**").
2. We give you notice that, under a debenture dated [DATE] we have assigned by way of security to Lloyds Bank Plc (the "**Security Trustee**"), all of our present and future rights, title and interest in, under and to the Agreement.
3. We may not, without the prior consent of the Security Trustee:
 - 3.1 agree to any amendment, supplement, extension, waiver, surrender, release or termination of the Agreement;
 - 3.2 consent to any assignment or transfer of your interest under the Agreement; or
 - 3.3 assign any of our rights or transfer any of our rights or obligations under the Agreement.
4. Until you receive written notice to the contrary from the Security Trustee, you may continue to deal with us in relation to the Agreement. After you receive such notice, we will cease to have any right to deal with you in relation to the Agreement and you must deal directly with or upon the written instructions of the Security Trustee. We will remain liable to perform all our obligations under the Agreement and the Security Trustee is under no obligation of any kind under the Agreement and assumes no liability in the event of any failure by us to perform our obligations under the Agreement.
5. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
 - 5.1 to disclose such information relating to the Agreement and to give such acknowledgements and undertakings relating to the Agreement as the Security Trustee may from time to time request; and
 - 5.2 to pay all amounts under or in connection with the Agreement to the account directed by the Security Trustee from time to time.
6. This notice and the authority and instructions it contains may only be revoked or amended with the written consent of the Security Trustee.
7. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
8. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Security Trustee (with a copy to us).

Yours faithfully,

.....
For and on behalf of
[CHARGOR]

[To be included on copy notice:]

To: Lloyds Bank Plc

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Dear Sirs

Acknowledgement of notice of security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any previous assignment of or charge over the Agreement and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice; and
3. will not claim or exercise any right of set-off or counterclaim or any other similar right in relation to amounts payable in connection with the Agreement.

Yours faithfully,

.....
for and on behalf of
[COUNTERPARTY]

SCHEDULE 4

Form of Deed of Accession

This Deed is made on [DATE] between:

- (1) [ACCEDING CHARGOR], a company incorporated in [England and Wales] with company number [NUMBER] (the "**New Chargor**"); and
- (2) **LLOYDS BANK PLC** (the "**Security Trustee**") as security trustee for the Secured Parties appointed under the Intercreditor Agreement.

1. **INTERPRETATION**

- 1.1 In this Deed, the "**Debenture**" means a debenture dated [DATE] made between, amongst others, the Parent and the Security Trustee.
- 1.2 Unless a contrary indication appears:
 - 1.2.1 terms defined in the Debenture will have the same meaning in this Deed; and
 - 1.2.2 the principles of construction in clause 1.2 (*Construction*) of the Debenture apply also to this Deed as if set out in full in this Deed, except that references to the Debenture shall be construed as references to this Deed.
- 1.3 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed. Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

2. **ACCESSION**

2.1 **Agreement to accede**

The New Chargor agrees to accede and become a party to the Debenture and to be bound by the terms of the Debenture as a Chargor with effect from the date of this Deed.

2.2 **Effect of accession**

With effect from the date of this Deed, the Debenture will be read and construed for all purposes as if the New Chargor had been an original party to it in the capacity of Chargor (but so that the Security created as a result of such accession is created on the date of this Deed). The Debenture will continue in full force and effect and the Debenture and this Deed will be read as one and construed so that references in the Debenture to "**this Deed**" and similar phrases will be deemed to include this Deed of Accession.

3. **SECURITY**

3.1 **Grant of Security**

Without limiting the generality of Clause 2 (*Accession*) above, the New Chargor grants Security on terms set out in clause 3 (*Grant of Security*) of the Debenture as if such terms were set out in full in this Deed.

3.2 **[Mortgage]**

Without limiting the generality of Clause 3.1 (*Grant of Security*) above or the Debenture, the New Chargor charges by way of first legal mortgage:

3.2.1 all its Real Property listed in the schedule to this Deed; and

3.2.2 all its other Real Property (if any) as at the date of this Deed.]

3.3 **[Fixed charges]**

Without limiting the generality of Clause 3.1 (*Grant of Security*) above or the Debenture, the New Chargor charges by way of first fixed charge:

3.3.1 [all its Specified Shares listed in the schedule to this Deed;][and]

3.3.2 [all its accounts, including any listed in the schedule to this Deed, maintained with a Secured party and all monies (including interest) at any time standing to the credit of each such account.]

3.4 **[Assignment]**

Without limiting the generality of Clause 3.1 (*Grant of Security*) above or the Debenture, the New Chargor assigns by way of security to the Security Trustee:

3.4.1 [each of its Insurances, including any listed in the schedule to this Deed;] [and]

3.4.2 [all its Specified Contracts listed in the schedule to this Deed;] [and]

3.4.3 [all its accounts, including any listed in the schedule to this Deed, maintained with any bank, financial institution or other person (other than a Secured Party) and all monies (including interest) at any time standing to the credit of each such account.]]

3.5 **Real Property Restriction**

The New Chargor shall ensure that a restriction in the following terms is entered on the register of the title of its Real Property at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE] in favour of Lloyds Bank Plc as security trustee referred to in the charges register, or its conveyancer."

together with, where applicable, notice of any obligation on the Secured Parties to make further advances under the terms of the Debt Documents. The New Chargor shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

3.6 **No avoidance of Security**

The Security created as a result of this Deed will not in any way be avoided, discharged, released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any Security contained in the Debenture or in any other Deed of Accession.

4. **COUNTERPARTS**

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

5. **GOVERNING LAW**

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

6. **JURISDICTION**

- 6.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").
- 6.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed will argue to the contrary.
- 6.3 Clause 6.1 is for the benefit of the Secured Parties only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, each Secured Party may take concurrent proceedings in any number of jurisdictions.

This Deed is executed as a deed and delivered on the date stated at the beginning of this Deed.

SCHEDULE**Part I
Real Property****Registered Land**

Name of Chargor	Address/description of the Real Property	Title Number
------------------------	---	---------------------

**Part II
Specified Shares**

Name of Chargor	Name of company whose shares are held	Company number of company whose shares are held	Number and class of shares
------------------------	--	--	-----------------------------------

**Part III
Bank accounts**

Name of Chargor	Name or designation of bank account	Account number	Name of institution and branch at which account held
------------------------	--	-----------------------	---

**Part IV
Insurances**

Name of Chargor	Brief description of policy, including policy number	Date of policy	Insurance company or underwriter (including address for service of notices)
------------------------	---	-----------------------	--

Part V
Specified Contracts

Name of Chargor	Brief description of agreement	Date of agreement	Parties to agreement (including address for service of notices)
-----------------	--------------------------------	-------------------	---

SIGNATURES TO THE DEED OF ACCESSION

Acceding Chargor

Executed as a deed by)
[NAME OF ACCEDING CHARGOR]) Director
acting by two directors or by a director and)
its secretary)
Director/Secretary

Security Trustee

Executed as a deed by)
as duly authorised attorney)
for and on behalf of)
LLOYDS BANK PLC)
in the presence of)

Signature of witness

Name

Address

EXECUTION OF DEBENTURE

The Original Chargors

Executed as a deed by **A.F. BLAKEMORE**)
AND SON LIMITED acting by one director in)
the presence of:)

Director
Name: Scott Munro-Morris

Witness signature:

Witness name: Daniel Munro-Morris

Witness address:

Executed as a deed by **BLAKEMORE**)
PROPERTY LTD acting by one director in the)
presence of:)

Director
Name: Scott Munro-Morris

Witness signature:

Witness name: Daniel Munro-Morris

Witness address:

The Security Trustee

LLOYDS BANK PLC

By:



John Togher

Address:



Fax:



Email:

