



Registration of a Charge

Company name: **ETHOS TRUSTEES LIMITED**

Company number: **07346325**

Received for Electronic Filing: **24/03/2020**



X91IX85V

Details of Charge

Date of creation: **16/03/2020**

Charge code: **0734 6325 0002**

Persons entitled: **BARCLAYS BANK PLC**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **WE 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 PART OF THE**

**CHARGING INSTRUMENT SIGNED BY OR ON BEHALF OF THE
CHARGOR, AND A CORRECT COPY OF THE SIGNATURE PAGE TO
EACH OTHER PART OF SUCH CHARGING INSTRUMENT.**

Certified by:

DENTONS UK AND MIDDLE EAST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7346325

Charge code: 0734 6325 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th March 2020 and created by ETHOS TRUSTEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th March 2020 .

Given at Companies House, Cardiff on 25th March 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



Composite Debenture

Dated 16 March 2020

Ethos Group Holdings Limited
(the Borrower)

The companies listed in the Schedule as original chargors
(the Original Chargors)

Barclays Bank PLC
(the Lender)

Dentons UK and Middle East LLP
One Fleet Place
London EC4M 7WS
United Kingdom
DX 242

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Debenture

Dated 16 March 2020

Between

- (1) **Ethos Group Holdings Limited**, a company incorporated in England and Wales with registered number 04623246 (the **Borrower**);
- (2) **The companies listed in Schedule 1 (*The Original Chargors*)** (together with the Borrower, the **Original Chargors**); and
- (3) **Barclays Bank PLC** (the **Lender**).

Recitals

- A The Lender has agreed to make credit facilities available on the terms of the Facility Agreement.
- B The Chargors have agreed to provide Security to the Lender to secure the payment and discharge of the Secured Liabilities.

This deed witnesses

1 Definitions and interpretation

1.1 Definitions

Words and expressions defined in the Facility Agreement have the same meanings in this Debenture unless they are expressly defined in it and, in addition, in this Debenture:

Account means any account which each Chargor holds with any bank or financial institution from time to time.

Account Bank means, in respect of each Account, the bank or other financial institution at which that Account is held.

Act means the Law of Property Act 1925.

Assigned Agreements means the Acquisition Documents (as such term is defined in the Facility Agreement).

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

Chargor means each Original Chargor and each company which grants Security over its assets in favour of the Lender by executing a Security Accession Deed in accordance with Clause 21 (*Additional Chargors*).

Debt means any debt or moneys due or owing to any Chargor.

Default Rate means the rate of interest specified in, and calculated in accordance with, Clause 10.3 (*Default interest*) of the Facility Agreement.

Derivative Contract means any master agreement, schedule, transaction, confirmation, novation or other instrument entered into by a Chargor and a counterparty from time to time in connection with protection against or benefit from fluctuation in any rate or price.

Distribution Rights means all dividends, interest and other distributions paid or payable on or in respect of any Investments or Shares and any right to receive them.

Equipment means, in relation to a Chargor, all its fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties.

Facility Agreement means the facility agreement dated on or around the date of this Debenture between the Chargors and the Lender.

Insurance means, in relation to a Chargor, each contract or policy of insurance to which that Chargor is a party or in which it has an interest.

Intellectual Property means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of each Group Company (which may now or in the future subsist).

Investments means all or any stocks, shares (other than any Shares), bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations) owned by a Chargor or held by any nominee or trustee on its behalf.

Land has the same meaning as it has in section 205(1) of the Act.

Receiver means a receiver appointed pursuant to this Debenture or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Lender is permitted by law to appoint an administrative receiver, includes an administrative receiver.

Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them.

Relevant Contract means any Derivative Contract, Insurance or contract referred to in Clause 3.13 (*Assigned Agreements*).

Secured Liabilities means the liabilities of the Obligor to the Lender under or pursuant to the Finance Documents.

Security means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

Security Accession Deed means a deed substantially in the form set out in Schedule 10 (*Form of Security Accession Deed*).

Security Assets means, in relation to a Chargor, all of its assets which are the subject of any Security created or to be created by this Debenture.

Security Period means the period starting on the date of this Debenture and ending on the date on which the Lender is satisfied that:

- (a) all of the Secured Liabilities have been fully and finally discharged; and
- (b) it is under no commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to any Obligor pursuant to the Finance Documents.

Shares means:

- (a) the shares specified in Schedule 2 (*Shares*); and
- (b) any other shares owned by a Chargor in its Subsidiaries or held by any nominee or trustee on its behalf.

Trade Mark means each United Kingdom registered trade mark owned now or in the future by a Chargor (including those registered trade marks described in Part 1 of Schedule 3 (*Trade Marks*)).

Trade Mark Application means each application for the United Kingdom registration of a trade mark which has been made at the date of this Debenture, or which may be made in the future by a Chargor (including those applications described in Part 2 of Schedule 3 (*Trade Marks*)).

Trade Mark Property means:

- (a) all Trade Marks;
- (b) all Trade Mark Applications;
- (c) any goodwill of a Chargor's business to which any Trade Mark or Trade Mark Application relates; and
- (d) any other right which may arise from, relate to, or be associated with any Trade Mark or Trade Mark Application or, in either case, its use in a Chargor's business.

1.2 Construction

1.2.1 The principles of construction set out in Clause 1.2 (*Construction*) of the Facility Agreement shall apply to this Debenture, insofar as they are relevant to it and subject to any necessary changes, as they apply to the Facility Agreement.

1.2.2 Unless a contrary intention appears, any reference in this Debenture to:

- (a) this **Debenture** or any other agreement or instrument is a reference to this Debenture or other agreement or instrument as amended, varied, novated, supplemented and replaced from time to time;

- (b) a **Chargor**, the **Lender** or a **Receiver** includes any one or more of its assigns, transferees and successors in title (in the case of a **Chargor**, so far as any such is permitted); and
- (c) the **Lender** or a **Receiver** (except for the references in Clause 17 (*Power of attorney*)), includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates.
- (d) the words **include(s)**, **including** and **in particular** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (e) **liabilities** includes any obligation whether incurred as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity;
- (f) the words **other** and **otherwise** shall not be construed ejusdem generis with any preceding words where a wider construction is possible; and
- (g) a **Clause** or **Schedule** is to be construed as a reference to the relevant clause of, or schedule to, this Debenture.

1.2.3 The liabilities of each **Chargor** under this Debenture are joint and several.

1.3 Third party rights

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

1.3.2 The parties to this Debenture may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Debenture without the consent of any person that is not a party (without prejudice to the terms of the other Finance Documents).

1.3.3 Any person described in Clauses 12 (*Protection of purchasers*) or Clause 13 (*Protection of the Lender and Receivers*) may, subject to this Clause 1.3 (*Third party rights*) and the Third Parties Act, rely on any Clause of this Debenture which expressly confers rights on it.

1.4 Effect as a deed

This Debenture shall take effect as a deed even if it is signed under hand on behalf of the Lender.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in this Debenture to the extent required to ensure that any purported disposition of an interest in Land contained in this Debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2 Covenant to pay

The Chargors covenant with the Lender that they will on demand pay and discharge the Secured Liabilities when due.

3 Creation of Security

3.1 Land

Each Chargor charges:

- (a) by way of legal mortgage its interest in the Land referred to opposite its name in Schedule 4 (*Land charged by way of legal mortgage*); and
- (b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land.

3.2 Shares

Each Chargor mortgages or (if or to the extent that this Debenture does not take effect as a mortgage) charges by way of fixed charge:

- (a) all Shares; and
- (b) all related Distribution Rights.

3.3 Investments

Each Chargor mortgages or (if and to the extent that this Debenture does not take effect as a mortgage) charges by way of fixed charge:

- (a) all Investments; and
- (b) all related Distribution Rights.

3.4 Equipment

Each Chargor charges by way of fixed charge all its Equipment.

3.5 Debts

Each Chargor charges by way of fixed charge:

- (a) its Debts; and
- (b) all benefits, rights and Security held in respect of, or to secure the payment of, the Debts.

3.6 Accounts

Each Chargor charges by way of fixed charge all amounts standing to the credit of each Account and all of its right, title and interest in and relating to each such Account.

3.7 Intellectual Property

Each Chargor charges by way of fixed charge all its Intellectual Property, including:

- (a) the Trade Mark Property which belongs to it now or at any time during the Security Period; and
- (b) all fees, royalties and other rights of every kind deriving from the Trade Mark Property.

3.8 Goodwill

Each Chargor charges by way of fixed charge its goodwill.

3.9 Uncalled capital

Each Chargor charges by way of fixed charge its uncalled capital.

3.10 Authorisations

Each Chargor charges by way of fixed charge the benefit of all Authorisations it holds in relation to any Security Asset.

3.11 Insurances

Each Chargor assigns absolutely all its rights and interests under all contracts and policies of Insurance.

3.12 Derivative Contracts

Each Chargor charges by way of fixed charge its right to receive all moneys payable under any Derivative Contract.

3.13 Assigned Agreements

- 3.13.1 Each Chargor assigns absolutely all its rights and interests under the Assigned Agreements to which it is party.
- 3.13.2 Until an Event of Default occurs and is continuing, but subject to Clause 7.5 (*Relevant Contracts*), the relevant Chargor may continue to deal with the counterparties to the relevant Assigned Agreements.

3.14 Contractual rights

Each Chargor assigns absolutely all rights under all deeds and agreements to which it is a party and which are not mortgaged, charged by way of fixed charge or assigned under any of Clauses 3.1 (*Land*) to 3.12 (*Derivative Contracts*) (inclusive).

3.15 Other assets

- 3.15.1 Each Chargor charges by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under this Clause 3.

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3.15.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Debenture.

3.16 Trust

3.16.1 If or to the extent that the assignment or charging of any Security Asset is ineffective because of a prohibition on that assignment or charging, the relevant Chargor holds it on trust for the Lender.

3.16.2 If the reason referred to in Clause 3.16.1 is that:

- (a) a consent or waiver must be obtained; or
- (b) a condition must be satisfied,

then:

- (i) subject to Clause 3.16.3, the relevant Chargor shall apply for the consent or waiver; and
- (ii) that Chargor shall use its reasonable endeavours to satisfy the condition, in each case within 14 days of the date of this Debenture or, if the Security Asset is acquired after the date of this Debenture, within 14 days of the date of acquisition.

3.16.3 Where the consent or waiver is not to be unreasonably withheld, the relevant Chargor shall:

- (a) use its reasonable endeavours to obtain it as soon as reasonably practicable; and
- (b) keep the Lender informed of the progress of the negotiations to obtain it.

3.16.4 On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under this Clause 3 and, in relation to Security Asset, the trust referred to in Clause 3.16.1 shall terminate.

4 Nature of Security created

4.1 General

The Security created under this Debenture is created:

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities;
- (b) (except in the case of assets which are the subject of a legal mortgage under this Debenture) over all present and future assets of the kind described which are owned by the relevant Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Lender; and
- (d) with full title guarantee.

4.2 Security over Derivative Contracts

The Security created under this Debenture over any Derivative Contract shall apply net of any set-off or combination of amounts owed under, and in accordance with the terms of, that Derivative Contract.

5 Conversion of floating charge

5.1 Conversion on notice

Subject to Clause 5.2 (*Limitation*), the Lender may by notice to a Chargor at any time during the Security Period convert the floating charge created by that Chargor under this Debenture into a fixed charge in respect of any Security Asset specified in that notice if:

- (a) an Event of Default is continuing; or
- (b) the Lender (acting reasonably) considers that Security Asset to be in danger of being seized, attached, charged, taken possession of or sold under any form of distress, sequestration, execution or other process or otherwise to be in jeopardy.

5.2 Limitation

Clause 5.1 (*Conversion on notice*) shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.

5.3 Automatic conversion

The floating charge created by a Chargor under this Debenture will convert automatically into fixed charges:

- (a) if the Lender receives notice of an intention to appoint an administrator of that Chargor;
- (b) if any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of that Chargor over all or any part of its assets, or if such person is appointed;
- (c) if that Chargor creates or attempts to create Security over all or any of the Security Assets, other than Permitted Security;
- (d) on the crystallisation of any other floating charge over the Security Assets;
- (e) if any person seizes, attaches, charges, takes possession of or sells any Security Asset under any form of distress, sequestration, execution or other process, or attempts to do so; and
- (f) in any other circumstances prescribed by law.

6 Representations and warranties

6.1 General

The Lender has entered into this Debenture in reliance on the representations of each Chargor set out in this Clause 6, and each Chargor warrants to the Lender on the date of this Debenture, as set out in this Clause 6.

6.2 Shares

6.2.1 It is the beneficial owner of all of the Shares as set out in Schedule 2 (*Shares*).

6.2.2 All of the Shares and, to the extent applicable, all Investments are fully paid.

6.3 Trade Marks

6.3.1 It is the legal, beneficial and registered proprietor of each Trade Mark described in Part 1 of Schedule 3 (*Trade Marks*).

6.3.2 It is not aware of any reason why any Trade Mark may for any reason be invalid or incapable of being the subject of the Security created by this Debenture.

6.3.3 It is the applicant for each Trade Mark Application described in Part 2 of Schedule 3 (*Trade Marks*).

6.3.4 It is not aware of any reason why its entitlement so to make any Trade Mark Application should be challenged.

6.3.5 To the best of its knowledge, there is no reason why any Trade Mark Application will not proceed to registration.

6.3.6 It is not aware of any conduct, action or lack of action which will or may have the effect of prejudicing the validity of any Trade Mark Property or adversely affecting its value.

6.3.7 Other than as disclosed in writing to the Lender on or before the date of this Debenture:

- (a) it is not restricted in any material way in its use or exercise of any Trade Mark Property; and
- (b) to the best of its knowledge, information and belief (having made all reasonable enquiries), there are no licences, agreements (whether registered user agreements or otherwise) or Security (other than in favour of the Lender) which relate to or affect any Trade Mark Property or the Security created by this Debenture.

6.3.8 It is not aware of any claim from any third party relating to ownership of any Trade Mark or Trade Mark Application, or of any claim that any Trade Mark or Trade Mark Application infringes any trade mark (whether registered or unregistered) or any other Intellectual Property of any third party.

6.4 Insurances

6.4.1 It is the legal and beneficial owner of each Insurance to which it is a party.

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6.4.2 All premiums and other moneys payable in respect of each Insurance have been duly and promptly paid in full.

6.4.3 Each Insurance is in full force and effect.

6.4.4 It has not has made any false declaration or mis-statement in support of obtaining any Insurance

6.4.5 It has disclosed to the insurers of each Insurance all material facts.

6.5 Repetition

(a) All the representations and warranties in this Clause 6 are made by each Chargor on the date of this Debenture.

(b) The representations and warranties set out in this Clause 6 shall survive the execution of this Debenture and are deemed to be repeated by reference to the facts and circumstances then existing on each date on which the Repeating Representations are deemed to be repeated.

7 Positive covenants

The covenants in this Clause 7 remain in force from the date of this Debenture until the expiry of the Security Period.

7.1 Preservation of the Security Assets

Each Chargor shall:

- (a) permit the Lender free access at all reasonable times and on reasonable notice to view the state and condition of all Land, all Equipment and all other tangible assets which form part of the Security Assets;
- (b) observe and perform all covenants, undertakings, laws and regulations from time to time affecting any Security Asset or the use or enjoyment of it;
- (c) pay all Tax, rents, rates, duties, fees, charges, assessments, impositions, calls, instalments and outgoings which are properly payable at any time during the Security Period in respect of any Security Asset or by the owner or occupier of it (and if it fails to pay that amount when due, the Lender may pay it);
- (d) notify the Lender of any action commenced by a third party to seize, attach, charge, take possession of or sell any Security Asset which (to the best of its knowledge and belief) has been started or threatened; and
- (e) at its own cost, defend any proceedings (including proceedings to seize, attach, charge, take possession of or sell) brought by a third party relating to any Security Asset.

7.2 Land

7.2.1 Each Chargor shall promptly notify the Lender in writing if it:

- (a) intends to acquire any estate or interest in Land; or

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- (b) acquires any estate or interest in Land.
- 7.2.2** Each Chargor shall remedy any material defect or want of repair promptly after service by the Lender of notice of the defect or want of repair.
- 7.2.3** Each Chargor shall give immediate notice in writing to the Lender if:
 - (a) it receives any notice under section 146 of the Act; or
 - (b) any proceedings are commenced against it for the forfeiture of any lease of any Land.
- 7.2.4** If a Chargor acquires any freehold or leasehold property after the date of this Debenture it shall:
 - (a) notify the Lender of such acquisition;
 - (b) promptly on request by the Lender and at the cost of that Chargor, execute and deliver to the Lender a legal mortgage in favour of the Lender of that property in any form which the Lender may reasonably require;
 - (c) if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, apply to the Land Registry for registration of this Security; and
 - (d) if applicable, ensure that the provisions of Clause 16.2 (*Application to Land Registrar*) are complied with in relation to that legal mortgage.
- 7.2.5** If the consent of the landlord in whom the reversion of a lease is vested is required for a Chargor to execute a legal mortgage over it, that Chargor shall:
 - (a) not be required to perform that obligation unless and until it has obtained the landlord's consent; and
 - (b) use its reasonable endeavours to obtain the landlord's consent.
- 7.2.6** Each Chargor shall:
 - (a) perform all its obligations under any law or regulation in any way related to or affecting its Land, except to the extent that non-performance of those obligations would not materially adversely affect the value or marketability of any of its Land; and
 - (b) must, within 14 days after receipt by it of any material application, requirement, order or notice served or given by any public or local or any other authority with respect to its Land (or any part of it):
 - (i) deliver a copy to the Lender; and
 - (ii) inform the Lender of the steps taken or proposed to be taken to comply with the relevant requirements.
- 7.2.7** At any time while an Event of Default is continuing or, in respect of any Land acquired after the date of this Debenture, upon the request of the Lender, that Chargor shall grant the Lender or its lawyers on request all facilities within the power of that Chargor to enable the

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Lender or its lawyers (at the expense of that Chargor) to carry out investigations of title to the Land.

7.3 Accounts

7.3.1 After executing this Debenture (or, in the case of any Account opened after the date of this Debenture, after the date on which that Account is opened), each Chargor shall:

- (a) in respect of each of its Accounts in respect of which the Lender is not the Account Bank (other than any Account which is due to be closed within 20 days of the date of this Debenture), promptly give notice to the relevant Account Bank in the form set out in Part 1 of Schedule 8 (*Forms of letter to and from Account Bank*) and deliver to the Lender a certified copy of that notice; and
- (b) use reasonable endeavours to ensure that the Account Bank acknowledges each notice served on it pursuant to paragraph (a) above in the form set out in Part 2 of Schedule 8 (*Forms of Letter to and from Account Bank*) or other form approved by the Lender.

7.3.2 The execution of this Debenture by the Lender shall constitute notice to the Account Bank of the Security created over each Account in respect of which the Lender is the Account Bank.

7.3.3 Subject to the terms of the Facility Agreement, each Chargor may receive, withdraw or transfer any credit balance on any Account unless the Lender notifies it to the contrary at any time after an Event of Default has occurred which is continuing.

7.3.4 In addition to any rights of the Lender under the Facility Agreement, at any time after an Event of Default has occurred which is continuing, the Lender may:

- (a) apply any amount standing to the credit of any Account or any amount it receives in respect of any such Account towards any amounts due and payable under the Finance Documents; and
- (b) notify the Account Bank at which any Account is held that the Chargor's rights (or any of them) under Clause 7.3.3 cease to apply

7.4 Shares and Investments

7.4.1 If any Chargor forms or acquires any Subsidiary after the date of this Debenture, it shall notify the Lender immediately.

7.4.2 Each Chargor shall (in the case of the Shares specified in Schedule 2 (*Shares*) immediately after entering into this Debenture or (in the case of any other Shares) on such later date on which any Shares are issued to or otherwise acquired by each Chargor, deposit with the Lender, in respect of or in connection with its Shares:

- (a) all stock and share certificates and documents of or evidencing title;
- (b) signed undated transfers, completed in blank; and
- (c) any other documents which the Lender may from time to time require for perfecting its title, or the title of any purchaser.

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and in each case at the request of the Lender shall promptly deposit equivalent documents in relation to the Investments. All documents deposited with the Lender pursuant to this Clause 7.4.2 will be held by the Lender at the expense and risk of each Chargor.

7.4.3 Each Chargor shall:

- (a) promptly following receipt, forward to the Lender copies of all notices, documents and other communications received in connection with the Shares and Investments; and
- (b) comply with all other conditions and obligations assumed by it in respect of any of the Shares and Investments where failure to so comply would adversely affect the interests of the Lender.

7.5 Relevant Contracts

7.5.1 Each Chargor shall:

- (a) perform all its obligations under the Relevant Contracts in a diligent and timely manner;
- (b) promptly after the execution of this Debenture, or (as the case may be) promptly after the execution of any Insurance or Derivative Contract entered into after the date of this Debenture, give notice to the other parties to the Insurances and Derivative Contracts:
 - (i) in the case of Assigned Agreements substantially in the form set out in Schedule 5 (*Form of notice for Assigned Agreements*);
 - (ii) in the case of Insurances, substantially in the form set out in Schedule 5 (*Form of notice for Insurances*) and deliver to the Lender a copy of each notice; and
 - (iii) in the case of Derivative Contracts, substantially in the form set out in Schedule 7 (*Form of notice for Derivative Contracts*),and deliver to the Lender a copy of each notice; and
- (c) use reasonable endeavours to procure that each party served with a notice under paragraph (b) above promptly countersigns and returns it to the Lender.

7.5.2 Subject to the terms of the Facility Agreement (including any obligations in it relating to the application of proceeds) and to Clause 8.4 (*Relevant Contracts*), while no Event of Default is continuing each Chargor may:

- (a) exercise all rights and discretions under the Relevant Contracts; and
- (b) receive notices and payments under each Relevant Contract.

7.5.3 At any time while an Event of Default is continuing the Lender may:

- (a) exercise all rights and discretions under the Relevant Contracts; and
- (b) receive notices and payments under each Relevant Contract,

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by giving notice to the counterparty to the Relevant Contract to that effect.

7.5.4 At any time while an Event of Default is continuing:

- (a) until the Lender has given notice to a counterparty to a Relevant Contract under Clause 7.5.3, each Chargor shall exercise all rights and discretions under the Relevant Contracts only in accordance with the Lender's instructions;
- (b) each Chargor shall deliver a copy of any notice it receives under a Relevant Contract promptly to the Lender (including any notice it may receive after the Lender has given notice to the counterparty to that Relevant Contract under Clause 7.5.3); and
- (c) each Chargor shall pay any amounts it receives under that Relevant Contract to the Lender or as the Lender directs (including any payment it may receive after the Lender has given notice to the counterparty to that Relevant Contract under Clause 7.5.3).

7.6 Notice to insurers

After executing this Debenture, each Chargor shall, in the case of Insurances:

- (a) promptly give notice to the other parties to the Insurances substantially in the form set out in Schedule 5 (*Form of notice for Insurances*); and
- (b) use reasonable endeavours to procure that each party served with a notice under paragraph (a) above promptly acknowledges that notice in the form set out in Schedule 5 (*Form of notice for Insurances*), or in any other form agreed by the Lender.

8 Negative covenants

The covenants in this Clause 8 remain in force from the date of this Debenture until the expiry of the Security Period.

8.1 Disposals

No Chargor shall enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, transfer, license, loan, or otherwise dispose of any Security Asset, or enter into an agreement to make any such disposal other than a Permitted Disposal.

8.2 Negative pledge

8.2.1 Except as permitted under the Facility Agreement, no Chargor shall create or permit to subsist any Security over any Security Asset.

8.2.2 Except as permitted under the Facility Agreement and all other agreements relating to the Secured Liabilities, no Chargor shall:

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor;
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;

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- (c) 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
- (d) 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.

8.3 Preservation of the Security Assets

No Chargor shall without the written consent of the Lender:

- (a) enter into any onerous obligation or restriction affecting any Security Asset;
- (b) in relation to any Land forming part of the Security Assets:
 - (i) part with possession of it, confer on any other person any right or licence to occupy it or grant any licence to assign, sub-let or create any Security over it;
 - (ii) exercise any of the powers conferred by sections 99 and 100 of the Act of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases;
 - (iii) vary, assign or otherwise dispose of or allow to be forfeited any leasehold interest;
 - (iv) agree any rent review;
 - (v) make any structural or material alteration, or do or allow anything to be done which falls within the definition of development in section 55 of the Town and Country Planning Act 1990;
 - (vi) allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor, or create or permit to arise any interest which overrides under the Land Registration Act 2002 (and each Chargor shall reimburse the Lender for its reasonable costs of lodging:
 - (A) a caution against first registration of the title to that Land; or
 - (B) if that Land is unregistered, a land charge); or
 - (vii) make an application, consent to or acquiesce in the application by any third party, to the Land Registry to enter any matter on the register of title;
- (c) in relation to any uncalled capital of such Chargor, call it up or receive it in advance of calls unless the Lender otherwise directs, nor apply it, when paid, otherwise than in payment of the Secured Liabilities or as the Lender otherwise directs; or
- (d) take any Security in connection with its liabilities under this Debenture from any guarantor of, or provider of Security for, any of the Secured Liabilities.

8.4 Relevant Contracts

No Chargor shall, without the prior written consent of the Lender:

- (a) make or agree to make any material amendments to;
- (b) waive any of its material rights under; or
- (c) exercise any right to terminate,

any of the Relevant Contracts.

9 Voting and other rights

9.1 Before demand by the Lender

Until such time as the Lender makes a demand under Clause 9.1.2, each Chargor may exercise any of its voting and other rights and powers attached to the Shares and Investments but shall not do so in a manner which may:

- (a) have the effect of changing the terms of issue of any of the Shares or Investments (or any class of them) or any of the Distribution Rights relating to them;
- (b) impair the value of any of the Shares or Investments;
- (c) prejudice the security created by this Debenture; or
- (d) otherwise prejudice the interests of the Lender under the Finance Documents.

9.1.2 After demand by the Lender

After the Lender so demands following the occurrence of an Event of Default which is continuing, each Chargor shall:

- (a) promptly pay over to the Lender all moneys arising from the Distribution Rights relating to the Shares and Investments which it may receive; and
- (b) exercise all voting and other rights and powers attached to the Shares and Investments in any manner which the Lender may direct.

10 Enforcement

10.1 When Security becomes enforceable

The Security created by a Chargor under this Debenture shall become enforceable on the occurrence of an Event of Default which is continuing.

10.2 Powers on enforcement

10.2.1 At any time after the Security created by a Chargor under this Debenture has become enforceable the Lender may (without prejudice to any other of its rights and remedies and without notice to that Chargor) do all or any of the following:

- (a) sell or otherwise dispose of the Security Assets, and otherwise exercise all the powers and rights conferred on mortgagees by the Act, as varied and extended by this Debenture, without the restrictions contained in sections 103 or 109(1) of the Act;

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- (b) exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Security Asset, without the restrictions imposed by sections 99 and 100 of the Act;
- (c) complete and date any of the transfers and other documents referred to in Clause 7.4.2 (*Shares and Investments*) and transfer all or any Shares and Investments to itself as legal mortgagee;
- (d) to the extent that any Security Asset constitutes Financial Collateral, as defined in the Regulations, appropriate it and transfer the title in and to it to the Lender insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18;
- (e) subject to Clause 11.1.1 (*Method of appointment and removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets; and
- (f) appoint an administrator of the relevant Chargor.

10.2.2 The value of any Financial Collateral appropriated pursuant to paragraph (c) of Clause 10.2.1 shall be:

- (a) in the case of cash, its face value at the time of appropriation; and
- (b) in the case of financial instruments or other Financial Collateral, their market price at the time of appropriation as determined by the Lender (or an agent, Delegate, attorney or Receiver appointed by it) by reference to a public index or by such other process as the Lender (or an agent, Delegate, attorney or Receiver appointed by it) may select, including independent valuation.

In each case, the parties agree that the method of valuation provided for in this Debenture shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

10.3 Disposal of the Security Assets

In exercising the powers referred to in paragraph (a) of Clause 10.2 (*Powers on enforcement*), the Lender or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

10.4 Application of moneys

10.4.1 Any moneys received or recovered by the Lender or a Receiver pursuant to this Debenture after the Security created by it has become enforceable shall, to the extent permitted by law, be applied in the following order of priority:

- (a) first, in or towards the pro rata payment or provision for:
 - (i) all costs and expenses incurred by the Lender under or in connection with this Debenture; and
 - (ii) all sums owing to a Receiver;
- (b) secondly, in or towards the discharge of the Secured Liabilities in any order chosen by the Lender; and

- (c) then, in the payment of any surplus to the relevant Chargor or other person entitled to it,

and section 109(8) of the Act shall not apply.

10.4.2 Clause 10.4.1 will override any appropriation made by a Chargor.

11 Appointment and powers of Receivers

11.1 Method of appointment and removal

11.1.1 The Lender may not appoint a Receiver by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.

11.1.2 Every appointment or removal of a Receiver, of any delegate or of any other person by the Lender pursuant to this Debenture may be made in writing under the hand of any officer or manager of the Lender (subject to any requirement for a court order in the removal of an administrative receiver).

11.2 Powers of Receiver

Every Receiver shall have all the powers:

- (a) of the Lender under this Debenture;
- (b) conferred by the Act on mortgagees in possession and on receivers appointed under the Act;
- (c) which are specified in Schedule 1 of the Insolvency Act 1986 in relation to, and to the extent applicable to, the Security Assets or any of them (whether or not the Receiver is an administrative receiver within the meaning of that Act) together with the additional powers set out in Schedule 7 (*Additional powers of Receiver*); and
- (d) in relation to any Security Asset, which he would have if he were its only absolute owner.

11.3 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Debenture.

11.4 Receiver as agent

Every Receiver shall be the agent of the relevant Chargor which shall be solely responsible for his acts and defaults and for the payment of his remuneration.

11.5 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender, and the maximum rate specified in section 109(6) of the Act shall not apply.

12 Protection of purchasers

No purchaser or other person dealing with the Lender or any Receiver shall be bound or concerned:

- (a) to see or enquire whether the right of the Lender or any Receiver to exercise any of the powers conferred by this Debenture has arisen or not;
- (b) with the propriety of the exercise or purported exercise of those powers; or
- (c) with the application of any moneys paid to the Lender, to any Receiver or to any other person.

13 Protection of the Lender and Receivers

13.1 Exclusion of liability

None of the Lender, any Receiver or any of their respective officers or employees shall have any responsibility or liability:

- (a) for any action taken, or any failure to take any action, in relation to all or any of the Security Assets;
- (b) to account as mortgagee in possession or for any loss upon realisation of any Security Asset;
- (c) for any loss resulting from any fluctuation in exchange rates in connection with any purchase of currencies under Clause 18 (*Currency*);
- (d) for the loss or destruction of, or damage to, any of the Security Assets, or to any documents of or evidencing title to them, which are in the possession or held to the order of any such person (and which will be held by such persons at the expense and risk of the relevant Chargor); or
- (e) for any other default or omission in relation to all or any of the Security Assets for which a mortgagee in possession might be liable,

except in the case of gross negligence or wilful misconduct on the part of that person.

13.2 General indemnity

13.2.1 Each Chargor shall indemnify the Lender, any Receiver and their respective officers and employees against all actions, proceedings, demands, claims, costs, expenses, and other liabilities incurred by them in respect of all or any of the following:

- (a) any act or omission by any of them in relation to all or any of the Security Assets;
- (b) any payment relating to or in respect of all or any of the Security Assets which becomes payable at any time by any of them; and
- (c) any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Debenture,

except in the case of gross negligence or wilful misconduct on the part of that person.

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13.2.2 Each Chargor shall pay interest at the Default Rate on the sums payable under this Clause from the date on which the liability was incurred to the date of actual payment (both before and after judgment).

13.3 Indemnity out of the Security Assets

The Lender, any Receiver and their respective officers and employees shall be entitled to be indemnified out of the Security Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 13.2 (*General indemnity*).

14 Preservation of Security

14.1 Reinstatement

If any payment by a Chargor or discharge given by the Lender (whether in respect of the obligations of any Chargor or any Security for those obligations or otherwise) is avoided or reduced as a result of insolvency, liquidation, administration or any similar event:

- (a) the liabilities of the Chargors and the Security created by the Chargors under this Debenture shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Lender shall be entitled to recover the value or amount of that Security or payment from the Chargors, as if the payment, discharge, avoidance or reduction had not occurred.

14.2 Waiver of defences

Neither the Security created by this Debenture nor the obligations of a Chargor under this Debenture will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to any Chargor or the Lender) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any Obligor or any other person under the terms of any composition or arrangement with any person;
- (c) the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
- (e) any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Finance Document or any other document or Security;
- (f) any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Finance Document or any other document; or

- (g) any insolvency, liquidation, administration or similar procedure.

14.3 Immediate recourse

Each Chargor waives any right it may have of first requiring the Lender (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 the Chargors under this Debenture. This waiver applies irrespective of any law or any provision of a Finance Document.

14.4 Appropriations

During the Security Period the Lender may:

- (a) refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 10.4 (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of the Secured Liabilities.

14.5 Deferral of Chargor's rights

During the Security Period, and unless the Lender otherwise directs, no Chargor shall exercise any rights which it may have by reason of performance by it of its obligations under this Debenture or the enforcement of the Security created by this Debenture:

- (a) to receive or claim payment from, or be indemnified by an Obligor;
- (b) to claim any contribution from any guarantor of, or provider of Security in respect of, any Obligor's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under any Finance Document or of any guarantee or Security taken pursuant to, or in connection with, the Finance Documents by the Lender;
- (d) to exercise any right of set-off against any Obligor; and/or
- (e) to claim or prove as a creditor of any Obligor in competition with the Lender.

14.6 Additional Security

This Debenture is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security now or in the future held by or available to the Lender.

14.7 New accounts

If the Lender receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Security Assets it may open a new account or accounts in the name of the Borrower and, if it does not do so, it shall nevertheless be treated as if it had done so at

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the time when it received or was deemed to have received notice of that subsequent Security, and as from that time all payments made by or on behalf of the Borrower to the Lender:

- (a) shall be credited or be treated as having been credited to the new account; and
- (b) shall not operate to reduce the Secured Liabilities at the time when the Lender received or was deemed to have received such notice.

15 Tacking

For the purposes of section 94(1) of the Act and section 49(3) of the Land Registration Act 2002 the Lender confirms that it shall make further advances to the Borrower on the terms and subject to the conditions of the Finance Documents.

16 Further assurance

16.1 Registration at Companies House

Each Chargor consents to the registration of this Debenture at Companies House pursuant to Part 25 of the Companies Act 2006.

16.2 Application to Land Registrar

Each Chargor consents to the registration against the registered titles specified opposite its name in Schedule 4 (*Land charged by way of legal mortgage*) of:

- (a) a restriction in the following terms:

"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 Barclays Bank PLC referred to in the charges register or their conveyancer. (Form P)"; and
- (b) a notice that the Lender is under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents.

16.3 Further action

Each Chargor shall, at its own expense, promptly take any action and sign or execute any further documents which the Lender may require in order to:

- (a) give effect to the requirements of this Debenture;
- (b) protect, preserve and perfect the Security intended to be created by or pursuant to this Debenture;
- (c) protect and preserve the ranking of the Security intended to be created by or pursuant to this Debenture with any other Security over any assets of any Chargor; or
- (d) facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Lender, any Receiver or any administrator in connection with all or any of the Security Assets,

and any such document may disapply section 93 of the Act.

16.4 Deposit of documents

Each Chargor covenants that, on the date of this Debenture and at all times during the Security Period promptly after it receives them (and in any event as soon as the Lender so requests), it shall deposit with the Lender, in respect of or in connection with the Security Assets:

- (a) all deeds, certificates and other documents of or evidencing title;
- (b) signed undated transfers of the Investments charged under Clause 3.3 (*Investments*), completed in blank; and
- (c) any other documents which the Lender may from time to time require for perfecting its title, or the title of any purchaser.

16.5 Law of Property (Miscellaneous Provisions) Act 1994

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to the provisions set out in this Clause 16.

17 Power of attorney

Each Chargor irrevocably and by way of security appoints each of:

- (a) the Lender;
- (b) any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Lender; and
- (c) any Receiver,

jointly and severally as that Chargor's attorney, in that Chargor's name, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit following the occurrence of an Event of Default which is continuing, or following the failure by the Chargor to comply with a request or demand from the Lender, to take any action and sign or execute any further documents which the Chargor is required to take, sign or execute in accordance with this Debenture. Each Chargor agrees, promptly on the request of the Lender or any Receiver, to ratify and confirm all such actions taken and documents signed or executed.

18 Currency

18.1 The Spot Rate

In this Clause 18, the **Spot Rate** means, in relation to the Lender, the spot rate of exchange of the Lender for the purchase of any currency with any other currency in the London foreign exchange market.

18.2 Conversion of moneys received

The Lender may convert any moneys received, recovered or realised in any currency under this Debenture (including the proceeds of any previous conversion under this Clause 18.2) from their existing currency into any other currency, by purchasing that other currency at the Spot Rate.

19 Discharge of Security

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities, unless any third party has any subrogation or other rights in respect of the Security created by this Debenture at that time, the Lender shall, or shall procure that its appointees will, at the request and cost of each Chargor:

- (a) release the Security Assets from this Debenture; and
- (b) re-assign to the relevant Chargor those Security Assets that have been assigned to the Lender under Clause 3 (*Creation of Security*).

Section 93 of the Act shall not apply to this Debenture.

20 Enforcement costs

Each Chargor shall, within three Business Days of demand, pay to the Lender or any Receiver the amount of all costs and expenses (including legal fees) incurred by the Lender or any Receiver in connection with the enforcement of, or the preservation of any rights under, this Debenture and any proceedings instituted by or against the Lender as a consequence of taking or holding the Transaction Security or enforcing those rights.

21 Assignment

The Lender may assign any of its rights under this Debenture to any person to whom it assigns or transfers any of its rights or obligations in respect of the Secured Liabilities.

22 Confidentiality

The Lender may disclose to any assignee or proposed assignee any information it thinks fit in relation to a Chargor, the Secured Liabilities and any security granted to the Lender by a Chargor.

23 Additional Chargors

23.1 Delivery of Security Accession Deed

23.1.1 A Group Company (a New Chargor) shall become a Chargor if:

- (a) the Borrower and the New Chargor deliver to the Lender a duly completed and executed Security Accession Deed; and
- (b) the Borrower confirms that no Event of Default or other default (howsoever described) in any agreement in writing between the Lender and a Chargor relating to the Secured Liabilities is continuing or would occur as a result of the New Chargor becoming a Chargor.

23.2 Repetitions of representations

Delivery of a Security Accession Deed constitutes confirmation by the New Chargor that the Repeating Representations are true and correct to the extent applicable to it as at the date of delivery as if made by reference to the facts and circumstances then existing.

24 Calculations and certificates

24.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Debenture, the entries made in the accounts maintained by the Lender are *prima facie* evidence of the matters to which they relate.

24.2 Certificates and determinations

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

25 Partial invalidity

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

26 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Debenture shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Debenture are cumulative and not exclusive of any rights or remedies provided by law.

27 Amendments and waivers

Any term of this Debenture may be amended or waived only with the written consent of each Chargor and the Lender.

28 Counterparts

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

29 Governing law and enforcement

29.1 Governing law

English law governs this Debenture, its interpretation and any non-contractual obligations arising from or connected with it.

29.2 Jurisdiction

29.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture) (a **Dispute**).

29.2.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

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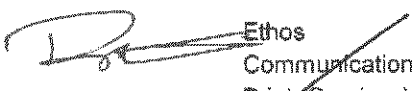
29.2.3 Notwithstanding Clause 29.2.1, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

Executed as a deed and delivered on the date appearing at the beginning of this Debenture.

Schedule 1 – The Original Chargors

Name of Chargor	Registered number (or equivalent, if any)
Ethos Group Holdings Limited	04623246
Ethos Communication Solutions Limited	02730700
Ethos Document Solutions Limited	04985291
Ethos Trustees Limited	07346325
Ethos Communication Print (Services) Limited	07045705
Ethos Communication Solutions (Services) Limited	04502518
Ethos Voice and Data Holdings Limited	06965702
Ethos Voice and Data Limited	06997995
Sagefield Limited	04623254
Birling Group Limited	02014401
BCM Group Limited	01138439

Schedule 2 – Shares

Chargor	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Ethos Group Holdings Limited	Ethos Communication Print (Services) Limited	957 Ordinary Shares of £1 each.	
Ethos Group Holdings Limited	Ethos Document Solutions Limited	1,000 Ordinary shares of £1 each.	
Ethos Group Holdings Limited	Ethos Communication Solutions Limited	300,000 Ordinary shares of £1 each.	
Ethos Voice And Data Holdings Limited	Sagefield Limited	1 Ordinary Share of £1.	
Ethos Group Holdings Limited	Birling Group Limited	140,100 Ordinary Shares of £1 each.	
Birling Group Limited	BCM Group Limited	200,000 Ordinary Shares of £1 each.	
Ethos Group Holdings Limited	Ethos Voice and Data Holdings Limited	1,000 Ordinary Shares of £0.1 each.	
Ethos Voice and Data Holdings Limited	Ethos Voice and Data Limited	1 Ordinary Share of £1.	
Ethos Communication Solutions Limited	Ethos Trustees Limited	1 Ordinary Share of £1.	
 Ethos Communication Print (Services) Limited	Ethos Communication Solutions (Services) Limited	857 Ordinary Shares of £5.23.	

 Ethos Communication Solutions Limited

Schedule 3 – Trade Marks

Part 1 – Trade Marks

None at the date of this Debenture.

Part 2 – Trade Mark Applications

None at the date of this Debenture.

Schedule 4 – Land charged by way of legal mortgage

Part 1 – Registered Land

None at the date of this Debenture.

Part 2 – Unregistered Land

None at the date of this Debenture.

Schedule 5 – Form of notice for Assigned Agreements

[On relevant Chargor's notepaper.]

To: ** *[insert name and address of counterparty]*

Attention: **

Date: **

Dear Sirs

Notice of assignment

- 1 We refer to the ** *[specify the relevant Assigned Agreement]* dated **
between us and you (the **Agreement**)
- 2 We notify you that:
 - (a) under a debenture dated ** *between, among others, us and ***
Barclays Bank PLC (the **Lender**) we have assigned to the Lender all our right, title
and interest in and to, and all benefits accruing under, the Agreement as security for
certain obligations owed to the Lender;
 - (b) we may not agree to amend or terminate the Agreement without the prior written
consent of the Lender;
 - (c) until you receive written notice to the contrary from the Lender, you may continue to
deal with us in relation to the Agreement. After receipt we will cease to have any right
to deal with you in relation to the Agreement and from that time you should deal only
with the Lender; and
 - (d) you are authorised to disclose information relating to the Agreement to the Lender on
request.
- 3 We request that you:
 - (a) after receipt of written notice in accordance with paragraph Schedule 72(c), ensure
that all moneys to which we are entitled under the Agreement are credited to the
account of the Lender specified in that notice (and are not paid to us);
 - (b) give the Lender written notice of any breach of the Agreement as soon as you
become aware of it; and
 - (c) give the Lender not less than 30 days' written notice of your terminating the
Agreement.
- 4 Please sign and return the enclosed copy of this notice to the Lender (with a copy to us) to
confirm that you:
 - (a) agree to the terms of this notice and to act in accordance with its provisions;

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- (b) have not received notice that we have assigned our rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party; and
- (c) have not claimed or exercised, nor do you have any outstanding right to claim or exercise against us, any right of set-off, counter-claim or other right relating to the Agreement.

5 The provisions of this notice are governed by English law.

Yours faithfully

.....

for and on behalf of

[insert name of Chargor]

Copy to: Lender

[On acknowledgement copy]

To: ***[insert name and address of Lender]***

Copy to: ***[insert name and address of Chargor]***

We acknowledge receipt of the above notice and confirm the matters set out in paragraph Schedule 73.

.....

for and on behalf of

[insert name of counterparty]

Date: []

Schedule 6 - Form of notice for Insurances

[On Chargor's notepaper.]

To: [] [*insert name and address of insurance company*]

Attention: []

Date: []

Dear Sirs

Notice of assignment

- 1 We refer to the [] [*specify the relevant insurance policy*] dated [] between us and you (the **Policy**)
- 2 We notify you that:
 - (a) under a debenture dated [] between, among others, us and Barclays Bank PLC (the **Lender**) we have assigned to the Lender all our right, title and interest in and to, and all benefits accruing under, the Policy as security for certain obligations owed to the Lender;
 - (b) we may not agree to amend or terminate the Policy without the prior written consent of the Lender;
 - (c) until you receive written notice to the contrary from the Lender, you may continue to deal with us in relation to the Policy and credit all moneys to which we are entitled under the Policy as we may specify. After receipt of such written notice from the Lender, we will cease to have any right to deal with you in relation to the Policy and from that time you should deal only with the Lender; and
 - (d) you are authorised to disclose information relating to the Policy to the Lender on request.
- 3 We request that you:
 - (a) after receipt of written notice in accordance with paragraph 2(b), ensure that all moneys to which we are entitled under the Policy are credited to the account of the Lender specified in that notice (and are not paid to us);
 - (b) note on the Policy the Lender's security interest under the Debenture; and
 - (c) give the Lender not less than 30 day's written notice of your terminating the Policy or allowing the Policy to lapse.
- 4 Please sign and return the enclosed copy of this notice to the Lender (with a copy to us) to confirm that you:
 - (a) agree to the terms of this notice and to act in accordance with its provisions;

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- (b) have not received notice that we have assigned our rights under the Policy to a third party or created any other interest (whether by way of security or otherwise) in the Policy in favour of a third party; and
- (c) have not claimed or exercised, nor do you have any outstanding right to claim or exercise against us, any right of set-off, counter-claim or other right relating to the Policy.

5 The provisions of this notice are governed by English law.

Yours faithfully

.....

for and on behalf of

[Chargor]

Copy to: Lender

[On acknowledgement copy]

To: Barclays Bank PLC

Copy to: **[insert name and address of Borrower]** (on behalf of all the Chargors)

We acknowledge receipt of the above notice and confirm the matters set out in paragraph 4.

.....

for and on behalf of

[insert name of insurance company]

Date: []

Schedule 7 - Form of notice for Derivative Contracts

[On Chargor's notepaper.]

To: [] *[insert name and address of counterparty]*

Attention: []

Date: []

Dear Sirs

Notice of charge

- 1 We refer to the [] *[specify the relevant contract]* dated [] between us and you (the **Agreement**)
- 2 We notify you that:
 - (a) under a debenture dated [] between us and Barclays Bank PLC (the **Lender**) we have granted to the Lender a fixed charge over our right to receive all moneys payable under the Agreement as security for certain obligations owed to the Lender;
 - (b) we may not agree to amend or terminate the Agreement without the prior written consent of the Lender;
 - (c) until you receive written notice to the contrary from the Lender, you may continue to deal with us in relation to the Agreement and credit all moneys to which we are entitled under the Agreement as we may direct. After receipt of such written notice from the Lender we will cease to have any right to deal with you in relation to the Agreement and from that time you should deal only with the Lender; and
 - (d) you are authorised to disclose information relating to the Agreement to the Lender on request.
- 3 We request that:
 - (a) after receipt of written notice in accordance with paragraph 2(c), you ensure that all moneys to which we are entitled under the Agreement are credited to an account nominated by the Lender (and are not paid to us);
 - (b) you give the Lender written notice of any breach of the Agreement as soon as you become aware of it; and
 - (c) you give the Lender not less than 30 days' written notice of your giving notice to terminate the Agreement.
- 4 Please sign and return the enclosed copy of this notice to the Lender (with a copy to us) to confirm that you:
 - (a) agree to the terms of this notice and to act in accordance with its provisions; and

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- (b) have not received notice that we have assigned our rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party.

5 The provisions of this notice are governed by English law.

Yours faithfully

.....

for and on behalf of

[Chargor]

Copy to: Lender

To: ***[insert name and address of Lender]***

Copy to: ***[insert name and address of the Borrower]*** (on behalf of all the Chargors)

We acknowledge receipt of the above notice and confirm the matters set out in paragraph 3.

.....

for and on behalf of

[insert name of counterparty]

Date: []

Schedule 8 - Forms of letter to and from Account Banks

Part 1– Notice to Account Bank regarding the Accounts

[On Chargor's notepaper.]

To: [] [insert name and address of Account Bank]

Date: []

Dear Sirs

Debenture dated [] between (among others) the Chargors and Barclays Bank PLC
(the Debenture)

- 1 We refer to the follows accounts we hold with you, as they may from time to time be re-designated or re-numbered:
 - (a) [insert Account Number/Sort Code for each Account held by the relevant Chargor];
 - (b) []
(the Accounts).
- 2 We are writing to give you notice of certain rights in respect of the Accounts that we have granted to Barclays Bank PLC (the Lender).
- 3 Under the Debenture we have charged by way of security to the Lender all amounts standing to the credit of each Account from time to time (each a **Deposit** and together the **Deposits**) and all of our right, title and interest in, and relating to, each Account.
- 4 We notify you that:
 - (a) after you have received notice from the Lender under paragraph 6 below, we may not withdraw any moneys from any Account without first obtaining the prior written consent of the Lender;
 - (b) there is a prohibition in the Debenture on the creation of any further Security Interest over any Account; and
 - (c) you are authorised to disclose information relating to the Accounts to the Lender on the request of the Lender.
- 5 After you have received notice from the Lender under paragraph 6 below, we irrevocably authorise and instruct you to:
 - (a) hold all moneys from time to time standing to the credit of each Account to the order of the Lender; and

EXECUTION VERSION

- (b) pay all or any part of those moneys to the Lender (or as it may direct) promptly following receipt of written instructions from the Lender to that effect.

- 6 By counter-signing this notice the Lender confirms that you may accept instructions from us to make withdrawals from each Account (without prejudice to any restrictions on our right to make such withdrawals under the Facility Agreement referred to in the Debenture) until such time as the Lender shall notify you (with a copy to us) in writing that its permission is withdrawn.

We acknowledge that you may comply with the instructions in this letter without any further permission from us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.

This letter is governed by English law.

Please confirm your agreement to the above by sending an acknowledgement to the Lender in the form attached, with a copy to ourselves.

Yours faithfully,

.....

[Chargor]

Copy to: the Lender

Part 2 – Form of acknowledgements from Account bank

[On Account Bank's notepaper]

To: [] [insert name and address of Lender]

Attention: []

Date: []

Dear Sirs

Debenture dated [] between the Chargors and Barclays Bank PLC (the Debenture)

We acknowledge receipt of a notice (the **Notice**) from [] (the **Chargor**) dated [] of the security granted by the Chargor to the Lender over the Account under the Debenture.

Words defined in the Notice have the same meaning in this letter.

We confirm that:

- (a) we acknowledge receipt of the Notice and accept the authorisations and instructions contained in the Notice and we undertake to comply with its terms;
- (b) we have not received notice of:
 - (i) any other assignment of or encumbrance over the Accounts or any Deposit;
or
 - (ii) any interest, claim or right in or to them by any third party,and we shall (but without incurring any liability in respect of the obligation) promptly give you notice of any such actual, potential or asserted assignment, encumbrance, interest, claim or right of which we become aware;
- (c) we do not, and will not, hold or otherwise have the benefit of any security interest or other encumbrance over any Accounts or any Deposit; and
- (d) we will not exercise any right of combination, consolidation, merger or set-off which we may have in respect of the Accounts except for the netting of credit and debit balances pursuant to current account netting arrangements expressly permitted under the Finance Documents (as that term applies in the Debenture).

We are aware that you are relying on this letter in connection with your rights under the Debenture.

This letter is governed by English law.

Yours faithfully,

.....
for and on behalf of [] [Account Bank]

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copy: [Parent]

Schedule 9 - Additional powers of Receiver

In addition to the powers conferred by the Act on receivers and those conferred by Clause 11.2 (*Powers of Receiver*), each Receiver shall have the powers set out in this Schedule.

- 1 To take immediate possession of, get in and realise any Security Asset.
- 2 To carry on any business of a Chargor in any manner he/she thinks fit.
- 3 To appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Debenture upon such terms as to remuneration or otherwise as he/she thinks fit.
- 4 To discharge any person appointed by a Chargor.
- 5 To raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he/she thinks fit.
- 6 To sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally on any terms and for whatever purpose which he/she thinks fit.
- 7 To sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit. The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit. Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of a Chargor.
- 8 To let any Security Asset for any terms and at any rent (with or without a premium) which he/she thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he/she thinks fit (including the payment of money to a lessee or tenant on a surrender).
- 9 To settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of a Chargor or relating in any way to any Security Asset.
- 10 To bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.
- 11 To give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.
- 12 To form a Subsidiary of a Chargor and transfer to that Subsidiary any Security Asset.
- 13 To delegate his/her powers in accordance with this Debenture.
- 14 To lend money or advance credit to any person.

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- 15 To effect any repair or insurance and do any other act which a Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset, commence and/or complete any building operation and apply for and maintain any planning permission, building regulation approval or any other Authorisation in each case as he/she thinks fit.
- 16 To do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Debenture or law.
- 17 To exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset.
- 18 To use the name of a Chargor for any of the above purposes.

Schedule 10 - Form of Security Accession Deed

Security Accession Deed

Dated

Between

- (1) [], a company incorporated under the laws of England and Wales with registered number [] (the **New Chargor**);
- (2) **Ethos Group Holdings Limited**, a company incorporated in England and Wales with registered number 04623246 (the **Borrower**) for itself and as agent for and on behalf of each of the existing Chargors; and
- (3) Barclays Bank PLC (the **Lender**).

Recitals

This deed is supplemental to a debenture dated [] between, among others, the Borrower, the Chargors named in it and the Lender (as supplemented and amended from time to time, the **Debenture**).

This deed witnesses

1 Definitions and interpretation

1.1 Definitions

Words and expressions defined in the Debenture shall have the same meanings in this Deed.

1.2 Construction

The principles of construction set out in Clause 1.2 (*Construction*) of the Debenture shall apply to this Deed, insofar as they are relevant to it, as they apply to the Debenture.

2 Accession of New Chargor

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

3 Creation of Security

The New Chargor mortgages, charges and assigns to the Lender all its business, undertaking and assets on the terms of Clause 3 (*Creation of Security*) of the Debenture provided that:

- (a) the Land charged by way of fixed charge shall be the Land referred to in Schedule 1 (*Land*);
- (b) the Shares mortgaged or (if or to the extent that this Debenture does not take effect as a mortgage) charged by way of fixed charge shall include the Shares referred to in Schedule 2 (*Shares*); and

EXECUTION VERSION

- (c) the Insurances assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Insurances set out in Schedule 3 (*Insurances*).

4 Consent of existing Chargors

The existing Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect the Security granted by each of them under (and covenants given by each of them in) the Debenture.

5 Notices

The New Chargor confirms that its address details for notices in relation to Schedule 1 (*The Original Chargors*) of the Debenture are as follows:

Address: []

Attention: []

Fax: []

6 Law

This Deed is governed by English law.

Executed as a deed and delivered on the date appearing at the beginning of this Deed.

Schedule 1– Land

Schedule 2 – Shares

Schedule 3 – Insurances

EXECUTION VERSION

Signatories

The Borrower

Executed as a deed by Ethos Group Holdings)
Limited acting by a)
director in the presence of:)

Barry Matthews

Signature of witness:

Name of witness: S Yavuz

Address

The Chargors

Executed as a deed by Ethos Group Holdings)
Limited acting by a)
director in the presence of:)

Barry Matthews

Signature of witness:

Name of witness: S Yavuz

Address

Executed as a deed by Ethos Communication)
Solutions Limited acting by a)
director in the presence of:)

Barry
Matthews

Signature of witness:

Name of witness: S Yavuz

Address

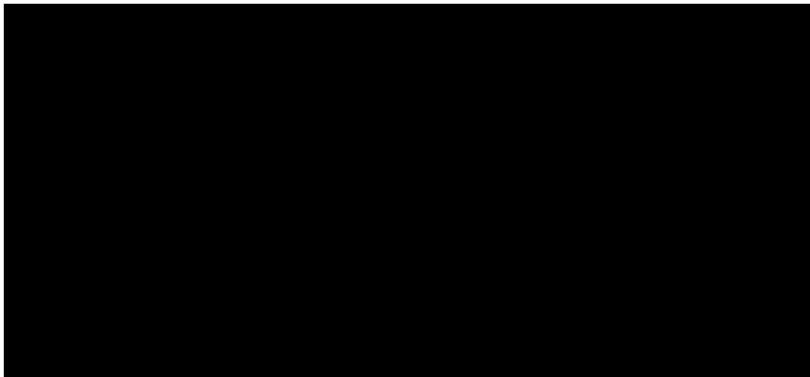
EXECUTION VERSION

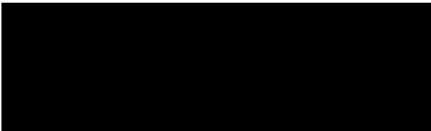
Executed as a deed by **Ethos Document Solutions Limited** acting by a director in the presence of:)  Barry Matthews

Signature of witness:

Name of witness: S Yavuz

Address

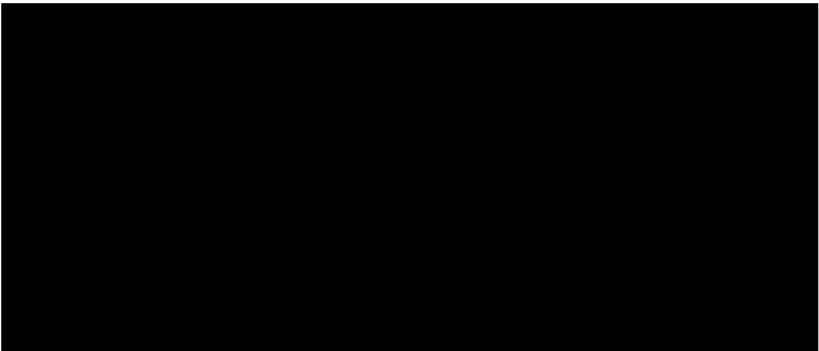


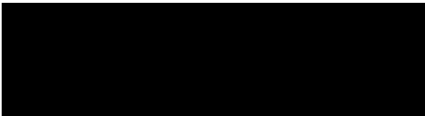
Executed as a deed by **Ethos Trustees Limited** acting by a director in the presence of:)  Barry Matthews

Signature of witness:

Name of witness: S Yavuz

Address

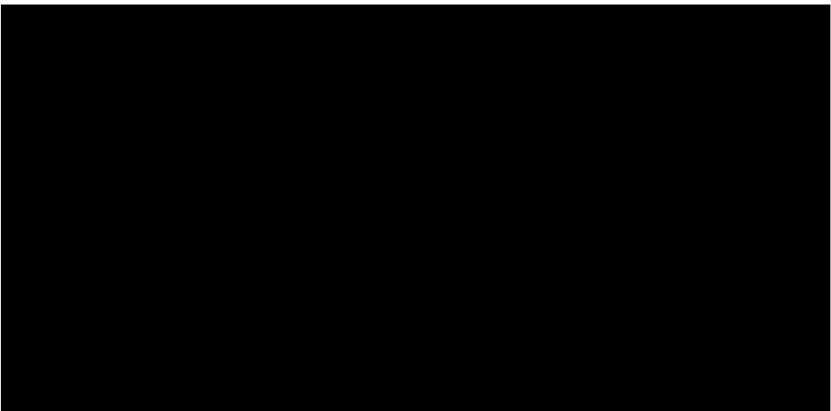


Executed as a deed by **Ethos Communication Print (Services) Limited** acting by a director in the presence of:)  Barry Matthews

Signature of witness:

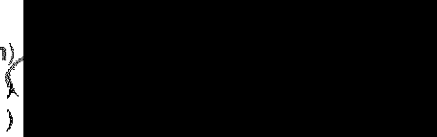
Name of witness: S Yavuz

Address



EXECUTION VERSION

Executed as a deed by Ethos Communication)
Solutions (Services) Limited acting by a
director in the presence of:

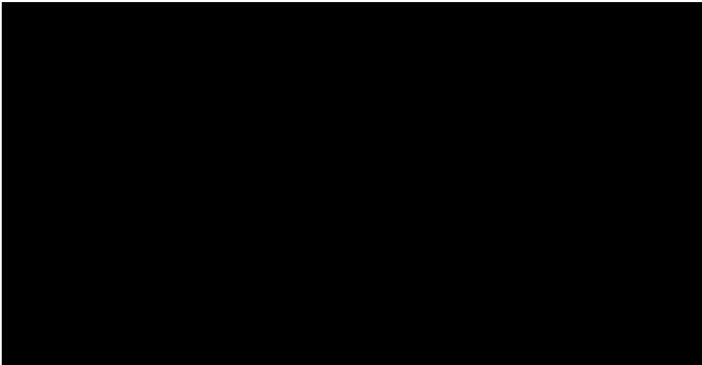


Barry
Matthews

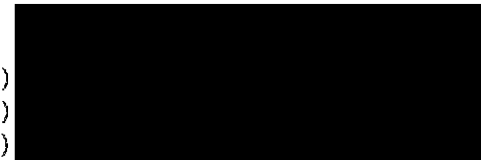
Signature of witness:

Name of witness: S Yavuz

Address



Executed as a deed by Ethos Voice and
Data Holdings Limited acting by a
director in the presence of:

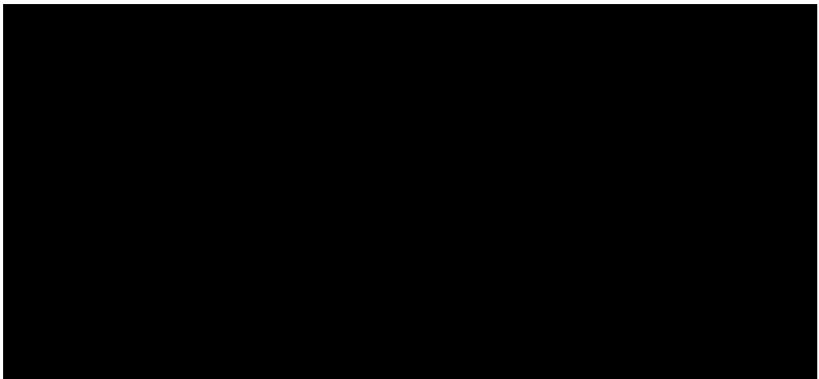


Barry
Matthews

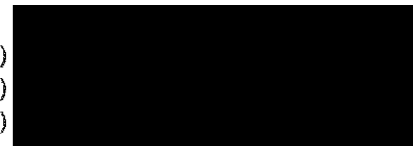
Signature of witness:

Name of witness: S Yavuz

Address



Executed as a deed by Ethos Voice and
Data Limited acting by a
director in the presence of:

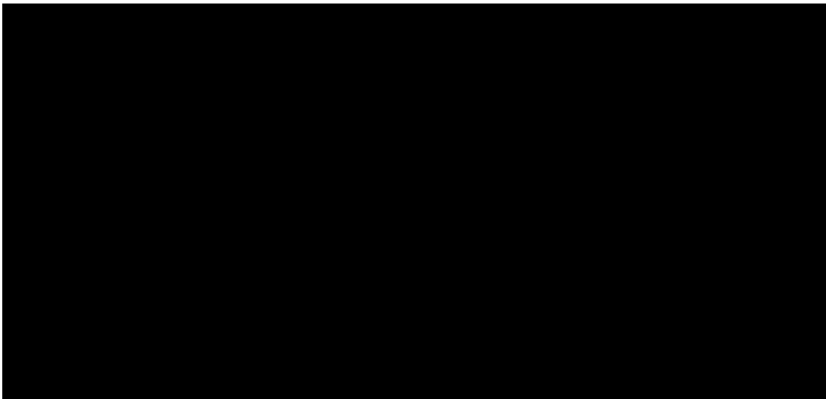


Barry Matthews

Signature of witness:

Name of witness: S Yavuz

Address



EXECUTION VERSION

Executed as a deed by **Sagefield Limited**
acting by a
director in the presence of:

)
)
)

Barry
Matthews

Signature of witness:

Name of witness: S Yavuz

Address

Executed as a deed by **Birling Group Limited**
acting by a
director in the presence of:

)
)
)

Barry Matthews

Signature of witness:

Name of witness: S Yavuz

Address

Executed as a deed by **BCM Group Limited**
acting by a
director in the presence of:

)
)
)

Barry Matthews

Signature of witness:

Name of witness: S Yavuz

Address

EXECUTION VERSION

The Lender

Signed for and on behalf of)

Barclays Bank PLC)

Grischa Wenzeler