



Registration of a Charge

Company Name: **27 FLEET STREET BIRMINGHAM HOLDCO LIMITED**

Company Number: **15290374**



Received for filing in Electronic Format on the: **22/12/2023**

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Details of Charge

Date of creation: **22/12/2023**

Charge code: **1529 0374 0001**

Persons entitled: **LETTERONE TREASURY SERVICES S.A.**

Brief description: **THE COMPANY CHARGES BY WAY OF FIRST LEGAL MORTGAGE THE MORTGAGED PROPERTY (AS DEFINED IN THE INSTRUMENT), ALTHOUGH NO FURTHER DETAIL IS SPECIFIED IN THE INSTRUMENT. FOR FURTHER INFORMATION, PLEASE SEE CLAUSE 3.2 AND SCHEDULE 2 OF THE INSTRUMENT. THE COMPANY ALSO CHARGES BY WAY OF FIRST FIXED CHARGE THE INTELLECTUAL PROPERTY (AS DEFINED IN THE INSTRUMENT), ALTHOUGH NO FURTHER DETAIL IS SPECIFIED IN THE INSTRUMENT. FOR FURTHER INFORMATION, PLEASE SEE CLAUSE 3.4 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: **PHILIP ABBOTT**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 15290374

Charge code: 1529 0374 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2023 and created by 27 FLEET STREET BIRMINGHAM HOLDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2023 .

Given at Companies House, Cardiff on 28th December 2023

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**

Date: 22 December 2023

27 Fleet Street Birmingham Holdco Limited

as Chargor

Letterone Treasury Services S.A.

as Lender

Security Agreement

Contents

No.	Heading	Page
1.	Interpretation	1
2.	Covenant to Pay	4
3.	Creation of Security	4
4.	Continuing Security	8
5.	Perfection	8
6.	Further Assurance	9
7.	Restrictions on Dealing	9
8.	Investments	10
9.	Accounts	12
10.	Intellectual Property	13
11.	Representations	13
12.	Enforcement of Security	14
13.	Receiver	15
14.	Powers of Receiver	16
15.	Power of Attorney	19
16.	Preservation of Security	20
17.	Payments	22
18.	Calculations and Certificates	23
19.	Release of Security	23
20.	Tacking	23
21.	No Merger or Prejudice	23
22.	Partial Invalidity	23
23.	Remedies and Waivers	23
24.	Changes to the Parties	24
25.	Counterparts	24

26. Governing Law	24
27. Jurisdiction	24
Schedule 1	25
Accounts	25
Schedule 2	26
The Property	26
None at the date of this Deed.	26
Schedule 3	27
Notice to Account Bank	27
Schedule 4	31
Notice to Counterparty to Assigned Contract	31

THIS DEED is made the ...22nd.... day of ...December..... 2023

BETWEEN:

- (1) **27 FLEET STREET BIRMINGHAM HOLCO LIMITED** a company registered in England and Wales (company registration no. 15290374) whose registered office is at Tweed House, Park Lane, Swanley, England, BR8 8DT (the "**Chargor**"); and
- (2) **LETTERONE TREASURY SERVICES S.A.** a Société anonyme registered in Luxembourg with registration no. **B173236** (the "**Lender**").

BACKGROUND

- (A) The Chargor enters into this Deed in connection with the Facility Agreement.
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. Interpretation

1.1 Definitions

Terms defined in the Facility Agreement have the same meaning when used in this Deed unless given a different meaning in this Deed, and in this Deed:

"Accounts" means each bank account owned by the Chargor from time to time, including (but not limited to) those set out in Schedule 1 (*Accounts*) (if any), and includes any replacement of that Account;

"Assigned Contracts" means:

- (a) each contract in respect of any disposal of any Security Asset;
- (b) any agreement with, or any appointment of, the Asset Manager;
- (c) any document in respect of Subordinated Debt advanced by the Chargor that is governed by English law; and
- (d) any other agreement to which a Chargor is a party and which the Lender and the relevant Chargor has designated as an Assigned Contract,

in each case including any guarantees or sureties entered into in respect of them;

"Equipment" means any plant and machinery, fixtures, fittings, furniture, furnishings, equipment, vehicles and other chattels and all Related Rights;

"Excluded Assets" means the shares in the Underlying Borrower issued and/or allotted to the Chargor or in which the Chargor has an interest from time to time;

"Facility Agreement" means the mezzanine facility agreement dated on or about the date of this Deed between the Chargor and the Lender;

"Intellectual Property" means any rights of the Chargor in respect of any patent, copyright, trademark, trade name, service mark, invention, design, knowhow, confidential information, domain names or any other kind of intellectual property whether registered or unregistered and any registration or application relating to any of the foregoing;

"Investments" means the existing or future interest of the Chargor in:

- (a) any securities or investments of any kind, including shares, stocks, debentures, bonds, units, depository receipts, notes, commercial paper, certificates of deposit or any form of loan or other capital of or in any legal entity; and
- (b) any warrant, option or other right to subscribe for, purchase or otherwise acquire any such security or investment,

in each case, including any Related Assets in respect of any such investments but shall not include the Excluded Assets;

"LPA" means the Law of Property Act 1925;

"Mortgaged Property" means any property details of which are set out in Schedule 2 (*The Property*) and, where the context so requires, includes the buildings on the Property;

"Party" means a party to this Deed;

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets;

"Related Assets" means:

- (a) all dividends, interest and other moneys payable in respect of the Investments;
- (b) any right, money or property accruing or offered at any time in relation to the Investments by way of redemption, substitution, conversion, exchange, bonus or preference, under option rights or otherwise;
- (c) any right against any clearance system in relation to the Investments; and/or
- (d) any right under any custodian or other agreement in relation to the Investments;

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset;
- (d) all monies and proceeds paid or payable in respect of that asset;
- (e) in relation to a property, each and every part of that property, including the land, cellars, eaves, buildings, structures, fixtures and fittings (including such trade fixtures and fittings, furnishings and Equipment in which each Chargor has an interest) now or in the future on that property and all easements and other rights attaching to that property; and

- (f) in relation to a property, the benefit of any covenants or warranties in respect of that property or any moneys paid or payable in respect of those covenants or warranties,

including all rights against any trustee, nominee, fiduciary or clearing system;

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document;

"Security Assets" means all of the assets of the Chargor which from time to time are, or are expressed to be, subject to the Security created or expressed to be created in favour of the Lender pursuant to this Deed;

"Security Period" means the period beginning on the date of this Deed and ending on the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid, released and discharged in full and no further Secured Liabilities are capable of becoming outstanding; and

"Underlying Borrower" means 27 Fleet Street Birmingham Limited, a company registered in England and Wales (company registration no. 15290267) whose registered office is at Office 2, Tweed House, Park Lane, Swanley, England, BR8 8DT.

1.2 Construction

- (a) The provisions of clause 1.2 (*Construction*) of the Facility Agreement shall apply, with any necessary amendments, in this Deed.
- (b) This Deed is a Finance Document.
- (c) Any reference in this Deed to the **"Chargor"**, the **"Lender"**, a **"Party"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents (as relevant) and, in the case of the Lender, any person for the time being appointed as Lender in accordance with the Facility Agreement.
- (d) Any reference in this Deed to this Deed, or any right under this Deed, being **"enforceable"** means that the circumstances described in Clause 12.1 (*When Enforceable*) have occurred and continue to subsist at the time this Deed, or any such rights under this Deed, are being exercised.

1.3 Disposition of property

The terms of the other Finance Documents and of any agreement, document or side letter between the Parties are incorporated into this Deed to the extent required for any purported disposition of all or any part of any freehold or leasehold property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party 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.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

- (c) Any Receiver, Delegate, Finance Party or any officer, employee or agent of such Receiver, Delegate or Finance Party may, subject to this sub-clause and the Third Parties Act, rely on any clause of this Deed which expressly confers rights on it.

1.5 **Related Rights**

A reference in this Deed to any Security Asset includes all Related Rights in respect of that Security Asset and a reference in this Deed to any mortgage, charge or assignment of any Security Asset shall include all Related Rights in respect of that Security Asset.

1.6 **Deed**

This Deed is to take effect as a deed notwithstanding that the Lender may only execute it under hand.

2. **Covenant to Pay**

The Chargor shall:

- (a) pay the Secured Liabilities when due or if they do not specify a time, on written demand by the Lender; and
- (b) indemnify and keep each Secured Party indemnified from and against all actions, charges, claims, costs, damages, proceedings and other liabilities occasioned by any breach of any covenant or other obligation of the Chargor under the Finance Documents.

3. **Creation of Security**

3.1 **Security Generally**

All the Security created, or expressed to be created, under this Deed:

- (a) is created in favour of the Lender;
- (b) is created over the present and future assets, rights and interests of the Chargor;
- (c) is security for the payment of all the Secured Liabilities; and
- (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.2 **Land**

The Chargor charges:

- (a) by way of a first legal mortgage all its estates or interests in the Mortgaged Property and any other freehold or leasehold property now owned by it; and
- (b) (to the extent that they are not the subject of a legal mortgage under paragraph (a) above) by way of first fixed charge all its estates or interests in any freehold or leasehold property now or in the future owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use that property.

3.3 **Contracts**

- (a) The Chargor assigns absolutely to the Lender, subject to a proviso for re-assignment on redemption, all of its right, title and interests under each Assigned Contract (including, in relation to any Lease Document, all Rental Income and any guarantee of Rental Income contained in or relating to such Lease Document).
- (b) To the extent that any such right described in paragraph (a) above is not capable of assignment, the assignment of that right purported to be effected by paragraph (a) above shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (c) To the extent that they do not fall within any other part of this sub-clause or are not effectively assigned under paragraphs (a) or (b) above, the Chargor charges by way of first fixed charge all of its rights under each Assigned Contract and any other agreement or document to which it is a party which has been given in its favour or of which it has the benefit.
- (d) If the Chargor assigns an agreement or document under this Deed (or charges it) and the assignment or charge breaches a term of that agreement or document because a third party's consent has not been obtained:
 - (i) the Chargor must notify the Lender immediately;
 - (ii) unless the Lender otherwise requires, the Chargor shall use all reasonable endeavours to obtain such consent as soon as practicable; and
 - (iii) the Chargor must promptly supply to the Lender a copy of such consent obtained by it.

3.4 **Intellectual Property**

The Chargor charges by way of first fixed charge all the Intellectual Property.

3.5 **Accounts**

The Chargor charges by way of a first fixed charge all of its right, title and interest in each Account and any amount standing to the credit of such Account and the debts represented by such Account.

3.6 **Investments**

The Chargor charges by way of a first fixed charge all of its right, title and interest in the Investments and Related Assets.

3.7 **Book Debts etc.**

The Chargor charges by way of a first fixed charge:

- (a) all of its Subordinated Debt;
- (b) all of its book and other debts;
- (c) all other moneys due and owing to it; and

- (d) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraphs (a) to (c) above.

3.8 **Insurances**

- (a) The Chargor assigns absolutely to the Lender, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf from time to time or in which it has an interest and the proceeds payable under any such contract or policy of insurance.
- (b) To the extent that any such right described in paragraph (a) above is not capable of assignment, the assignment of that right purported to be effected by paragraph (a) above shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (c) To the extent that they do not fall within any other part of this Clause 3.7(a) (*Insurances*) or are not effectively assigned under paragraphs (a) or (b) above, the Chargor charges by way of first fixed charge all of its rights under each contract or policy of insurance in which it has an interest.

3.9 **Equipment**

The Chargor charges by way of a first fixed charge all the fixed and moveable Equipment, its interest in any Equipment in its possession and the benefit of all related Authorisations, agreements and warranties.

3.10 **Authorisations**

- (a) The Chargor charges by way of first fixed charge the benefit of all Authorisations held now or in the future by it in relation to any Security Asset and/or the business of the Chargor.
- (b) To the extent that they do not fall within any other part of this Clause 3.10 (*Authorisations*) or are not effectively charged under paragraph (a) above, the Chargor assigns absolutely to the Lender, subject to a proviso for re-assignment on redemption, all of its rights and interests under each Authorisation in relation to any Security Asset and/or the business of the Chargor.
- (c) If the Chargor charges or assigns an Authorisation under this Deed and the charge or assignment breaches a term of that Authorisation because a third party's consent has not been obtained:
 - (i) the Chargor must notify the Lender;
 - (ii) unless the Lender otherwise requires, the Chargor shall use all reasonable endeavours to obtain the consent as soon as practicable; and
 - (iii) the Chargor must promptly supply to the Lender a copy of the consent obtained by it.

3.11 **Goodwill**

The Chargor charges by way of first fixed charge all of its goodwill.

3.12 **Uncalled Capital**

The Chargor charges by way of first fixed charge all of its uncalled capital.

3.13 **Causes of Action**

The Chargor assigns absolutely to the Lender, subject to a proviso for re-assignment on redemption, all of its rights in respect of all causes of action and other rights and remedies in which it has an interest, including, without limitation, any VAT recoveries.

3.14 **Floating Charge**

- (a) The Chargor charges by way of first floating charge all of its property, undertaking and assets, both present and future, not otherwise effectively mortgaged, charged or assigned under this Deed.
- (b) The floating charge created by the Chargor pursuant to paragraph (a) above is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986 (the "**Insolvency Act**").
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to this Deed and the Lender may appoint an administrator to the Chargor pursuant to that paragraph.
- (d) The Lender may convert the floating charge created by this Deed over all or any of the Security Assets into a fixed charge by written notice to each Chargor specifying the relevant Security Assets (either specifically or generally):
 - (i) while a Default is continuing; and/or
 - (ii) if the Lender considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process.
- (e) If:
 - (i) the Chargor takes any step to create any Security (other than any Security permitted by the Finance Documents) in breach of Clause 7.1 (*Security*) over any of the Security Assets not subject to a mortgage or fixed charge;
 - (ii) an administrator is appointed or the Lender receives notice of an intention to appoint an administrator in respect of the Chargor; or
 - (iii) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of the Security Assets (except where such steps are frivolous or vexatious and are discharged, stayed or dismissed within 14 days of commencement); or
 - (iv) any other floating charge over any Security Asset is converted into a fixed charge,

the floating charge over the relevant Security Assets shall automatically and immediately be converted into a fixed charge.

- (f) Subject to paragraph (g) below, no floating charge created by this Deed may be converted into a fixed charge on assets for which a moratorium is in force and for so long as such conversion would breach Part A1 of the Insolvency Act 1986.

- (g) Paragraph (f) above does not apply in respect of any floating charge referred to in sub-section (4) of section A52 of Part A1 of the Insolvency Act 1986.

3.15 **Reconversion to a Floating Charge**

Any floating charge which was crystallised under Clause 3.14 (*Floating charge*) may by notice in writing given at any time by the Lender to the Chargor be reconverted into a floating charge in relation to the assets specified in such notice.

4. **Continuing Security**

4.1 **Continuing Security**

The Security created, or expressed to be created, by this Deed is a continuing security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

4.2 **Additional Security**

The Security created, or expressed to be created, by this Deed:

- (a) is in addition to, and is not in any way prejudiced by, any other Security or other right now or subsequently held by any Secured Party; and
- (b) may be enforced against the Chargor without having recourse to any other rights of any Secured Party.

4.3 **Survival of Obligations**

The payment obligations of the Obligors under the Finance Documents shall survive the enforcement of the whole or any part of the Security Assets.

5. **Perfection**

5.1 **Land**

In the case of the Mortgaged Property, the Chargor, shall promptly:

- (a) and in any event within any applicable priority period, apply to the Land Registry to register the Security created or expressed to be created by this Deed;
- (b) submit to the Land Registry the duly completed form RX1 (or such other form as may be prescribed from time to time) to enter the following restriction on the register of title to that freehold or leasehold property;

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered Charge, not being a Charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated [•] in favour of Letterone Treasury Services S.A. referred to in the Charges Register (or its conveyancer)."

- (c) submit to the Land Registry a duly completed application to enter the obligation to make further loans or advances on the charges register of any registered land forming part of the Security Assets; and

- (d) pay all appropriate registration fees.

5.2 Notices of Charge or Assignment

- (a) The Chargor shall immediately serve a notice of charge or assignment, substantially in the applicable form as set out in the relevant schedule to this Deed, on:
 - (i) each bank or financial institution where an Account is held or to be held (Schedule 2 (*Notice to Account Bank*); and
 - (ii) each counterparty to an Assigned Contract (Schedule 4 (*Notice to counterparty to Assigned Contract*)).
- (b) The Chargor shall use reasonable endeavours to ensure that each person on whom notice is served under paragraphs (a) above countersigns and returns the notice to the Lender.

6. Further Assurance

6.1 The Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may specify (and in such form as the Lender may require in favour of the Lender or its nominee(s)):

- (a) to perfect the Security created or intended to be created under or evidenced by this Deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this Deed) or for the exercise of any rights, powers and remedies of the Lender or the Secured Parties provided by or pursuant to the Finance Documents or by law;
- (b) to confer on the Lender or confer on the Secured Parties Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or
- (c) at any time after the Security created or expressed to be created by this Deed has become enforceable, to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created or expressed to be created by this Deed.

6.2 The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender or the Secured Parties by or pursuant to the Finance Documents.

7. Restrictions on Dealing

7.1 Security

The Chargor shall not create or permit to subsist any Security over any Security Asset, other than any Security permitted by the Finance Documents.

7.2 Disposals

No Chargor shall (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Security Asset except as permitted by the Finance Documents.

8. Investments

8.1 Investments

The Chargor represents and warrants to the Lender on the date of this Deed that:

- (a) the Investments are duly authorised, validly issued and fully paid and are not subject to any option to purchase or similar right;
- (b) the constitutional documents of the issuer(s) of the Investments do not and could not restrict or inhibit the transfer of any of the Investments on creation or the enforcement of the Security created by or expressed to be created by this Deed to the extent permitted by law
- (c) it is the sole legal and beneficial owner of the Investments;
- (d) there are no agreements in force which provide for the issue or allotment of, or grant any person the right to call for the issue or allotment of, any share or loan capital of any issuer of the Investments (including any option or right of pre-emption or conversion); and
- (e) the Investments are the entire issued share capital of the issuer of each of the Investments.

8.2 Certificated Investments and Related Assets

The Chargor shall on the date of this Deed, to the extent applicable:

- (a) immediately deposit with the Lender, or as the Lender may direct, any bearer instrument, share certificate or other document of title or evidence of ownership in relation to the Investments and/or Related Assets, together with executed and (unless exempt from stamp duty), pre-stamped share transfers and any other relevant transfer instruments, with the transferee left blank; and
- (b) promptly take any action and execute and deliver to the Lender any share transfer or other document which may be requested by the Lender in order to enable the transferee to be registered as the owner or otherwise obtain a legal title to the Investments and/or Related Assets; this includes:
 - (i) delivering executed and (unless exempt from stamp duty), pre-stamped share transfers and any other relevant transfer instruments in favour of the Lender or any of its nominees as transferee or, if the Lender so directs, with the transferee left blank; and
 - (ii) procuring that those share transfer and other transfer instruments are registered by the issuer of the Investments and/or Related Assets and that any share certificates or other document of title or evidence of ownership in the name of the transferee are delivered to the Lender.

8.3 Changes to Rights

The Chargor shall not take or allow the taking of any action on its behalf which may result in the rights attaching to any of the Investments being altered or further shares being issued.

8.4 Calls

- (a) The Chargor shall in accordance with its obligations under the Investments pay all calls or other payments due and payable in respect of the Investments.
- (b) If the Chargor fails to comply with paragraph (a) above after being requested to do so by the Lender, the Lender may pay the calls or other payments in respect of any Investment on behalf of the Chargor.
- (c) The Chargor shall within three Business Days of written request reimburse the Lender for any payment made by the Lender under this Clause 8.4 (*Calls*), together with default interest calculated and payable in accordance with the rate and in the manner specified in the Facility Agreement.

8.5 **Voting Rights Before Event of Default**

- (a) Subject to Clause 8.6 (*Voting rights after Event of Default*), the Chargor may continue to exercise all voting rights, powers and other rights in respect of the Investments provided that the Chargor shall not exercise such voting rights in any manner likely to result in, or otherwise permit or agree to, any:
 - (i) variation of the rights attaching to or conferred by all or some of the Investments, which would prejudice the value of, or the ability of the Lender to realise, the security created by this Deed; or
 - (ii) increase in the issued share capital of the issuer of such Investments, which would prejudice the value of, or the ability of the Lender to realise, the Security created by this Deed.
- (b) If the relevant Investments have been registered in the name of the Lender or its nominee, the Lender (or that nominee) shall exercise the voting rights, powers and other rights in respect of the Investments in any manner which the Chargor may direct in writing but only to the extent that it does so for a purpose not inconsistent with any Finance Document and the exercise of or a failure to exercise those rights would not prejudice the interests of any Secured Party. The Lender (or that nominee) will execute any form of proxy or other document which the Chargor may reasonably require for this purpose.
- (c) Subject to Clause 8.6 (*Voting rights after Event of Default*), all dividends or other income or distributions paid or payable in relation to the Investments shall be paid to the Chargor.

8.6 **Voting Rights After Event of Default**

- (a) Subject to paragraph (c) below, on or after this Deed becoming enforceable, the Lender or its nominee may exercise or refrain from exercising:
 - (i) any voting rights; and
 - (ii) any other powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise,

in each case, in the name of the Chargor, the registered holder or otherwise and without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor.

- (b) Subject to paragraph (c) below, on or after this Deed becoming enforceable, the Chargor irrevocably appoints the Lender or its nominee as its proxy to exercise all voting rights in respect of those Investments in any way it sees fit.
- (c) The Lender shall not be entitled to exercise any voting rights or any other powers or rights under paragraphs (a) or (b) (or both) above if and to the extent that:
 - (i) a notifiable acquisition would, as a consequence, take place under section 6 of the National Security and Investment Act 2021 (the "**NSI Act**") and any regulations made under the NSI Act; and
 - (ii) either:
 - (A) the Secretary of State has not approved that notifiable acquisition in accordance with the NSI Act; or
 - (B) the Secretary of State has approved that notifiable acquisition in accordance with the NSI Act but there would, as a consequence, be a breach of the provisions of a final order made in relation to that notifiable acquisition under the NSI Act.
- (d) The Chargor shall indemnify the Lender against any loss or liability properly incurred by the Lender as a direct consequence of the Lender acting in respect of Investments on the direction of the Chargor, whether prior to or following this Deed becoming enforceable.

8.7 Clearance Systems

- (a) The Chargor shall, if so requested by the Lender:
 - (i) instruct any clearance system to transfer any Investment held by it for the Chargor or its nominee to an account of the Lender or its nominee with that clearance system; and
 - (ii) take whatever action the Lender may request for the dematerialisation or rematerialisation of any Investments held in a clearance system.
- (b) Without prejudice to paragraph (a) above the Lender may, at the expense of the Chargor, take whatever action is required for the dematerialisation or rematerialisation of the Investments as necessary.

8.8 Custodian Arrangements

The Chargor shall:

- (a) promptly give notice of this Deed to any custodian of any Investments in any form which the Lender may reasonably require; and
- (b) use reasonable endeavours to ensure that the custodian acknowledges that notice in any form which the Lender may reasonably require.

9. Accounts

The Chargor shall promptly deliver to the Lender details of any Account maintained by it (unless such details are set out in **Schedule 1 (Accounts)**).

10. Intellectual Property

10.1 Representations

The Chargor represents and warrants to the Lender on the date of this Deed that:

- (a) it is the sole legal and beneficial owner of or has licensed to it on normal commercial terms all the Intellectual Property held by it; and
- (b) it has taken all formal or procedural actions (including payment of fees) required to maintain all the Intellectual Property.

10.2 Preservation

- (a) The Chargor shall:
 - (i) preserve and maintain the subsistence of such Intellectual Property which is necessary for its business;
 - (ii) prevent any infringement in any respect of such Intellectual Property;
 - (iii) make registrations and pay all registration fees and taxes necessary to maintain such Intellectual Property in full force and effect and record its interest in such Intellectual Property;
 - (iv) not use (or licence or permit any third party to use) such Intellectual Property in a way, or take any step or omit to take any step in respect of such Intellectual Property which is likely to adversely affect the existence of, value of or its rights to use such Intellectual Property; and
 - (v) not (other than where such Intellectual Property has become redundant) discontinue the use of such Intellectual Property.
- (b) The Chargor shall promptly, if requested to do so by the Lender, sign or procure the signature of, and comply with all instructions of the Lender in respect of, any document required to make entries in any public register of Intellectual Property (including the United Kingdom Trade Marks Register) which either record the existence of this Deed or the restrictions on disposal imposed by this Deed.

11. Representations

11.1 The Chargor represents and warrants to the Lender on the date of this Deed that:

- (a) subject to the Legal Reservations, this Deed:
 - (i) creates (or, once entered into, will create) in favour of the Lender, the Security which it is expressed to create fully perfected and with the ranking and priority it is expressed to have;
 - (ii) is not subject to any prior or pari passu ranking Security; and
 - (iii) is not liable to be avoided or set aside on its liquidation, administration or otherwise; and

- (b) it is the absolute legal and beneficial owner of all the assets, rights and interests over which this Deed purports to create any Security.

11.2 Each of the representations made in this Deed are deemed to be made by the Chargor, by reference to the facts and circumstances then existing on the date of the Utilisation Request, on the Utilisation Date and on each Interest Payment Date.

12. Enforcement of Security

12.1 When Enforceable

The Security created or expressed to be created by this Deed shall be immediately enforceable if:

- (a) an Event of Default occurs and is continuing; or
- (b) the Chargor requests the Lender to appoint a Receiver over the whole or any part of its undertaking and assets.

12.2 Power of Sale

- (a) The Lender shall be entitled, without prior notice to the Chargor or prior authorisation from any court, to sell or otherwise dispose of all or any part of the Security Assets (at the times, in the manner and on the terms it thinks fit).
- (b) The statutory powers of sale, of appointing a Receiver and the other powers conferred on mortgagees by Section 101 of the LPA as varied and extended by this Deed shall arise on the date of this Deed.

12.3 Section 103 of the LPA

Section 103 of the LPA (restricting the power of sale) shall not apply to this Deed.

12.4 Section 93 of the LPA

Section 93 of the LPA (restricting the right of consolidation) shall not apply to this Deed.

12.5 No Liability as Mortgagee in Possession

Neither the Lender, nor a Receiver nor any Delegate is:

- (a) liable to account as mortgagee in possession in respect of the Security Assets; nor
- (b) liable for any loss upon realisation or exercise of any power, authority or right of the Lender, a Receiver or any Delegate arising under this Deed, nor for any act, default, neglect, or misconduct of any nature whatsoever.

12.6 Possession

If the Lender or a Receiver enters into possession of the Security Assets, such person may at any time go out of possession at the discretion of such person.

12.7 Privileges

The Lender, each Receiver and each Delegate is entitled to all the rights, powers and immunities conferred by the LPA on mortgagees and receivers duly appointed under the LPA.

12.8 **No Duty to Enquire**

No person dealing with the Lender, any Receiver or any Delegate shall be concerned to enquire:

- (a) whether an Event of Default has occurred or whether the rights conferred by or pursuant to any Finance Document are exercisable;
- (b) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with;
- (c) otherwise as to the propriety or regularity of acts purporting or intended to exercise any such rights; or
- (d) as to the application of any money borrowed or raised.

12.9 **Protection to Purchasers**

All the protection to purchasers contained in Sections 104 (relating to a conveyance on sale) and 107 (relating to mortgagee's receipts, discharges etc.) of the LPA, Section 42(3) of the Insolvency Act or in any other applicable legislation shall apply to any person purchasing from or dealing with the Lender, any Receiver or any Delegate.

12.10 **Financial Collateral Arrangements**

To the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "**Regulations**") apply to any Security Asset, the Lender shall have the right to appropriate any Security Asset which constitutes "financial collateral" (as defined in the Regulations) in or towards the satisfaction of the Secured Liabilities. The value of each Security Asset appropriated in accordance with this Clause 12.1 (*Financial Collateral Arrangements*) shall be, in the case of cash, the amount of the cash appropriated, and, in the case of any Investments, their market value as determined by the Lender by reference to a public index, independent valuation or by such other process as the Lender may select. The Chargor agrees that the method of valuation provided for in this Clause 12.1 (*Financial Collateral Arrangements*) is commercially reasonable for the purposes of the Regulations.

13. **Receiver**

13.1 **Appointment of Receiver**

Following the occurrence of an Event of Default that is continuing or upon receipt of request from the Chargor for the Lender to appoint a Receiver, whether or not the Lender has entered into or taken possession of the whole or any part of the Security Assets pursuant to this Deed and subject to any applicable insolvency law:

- (a) the Lender may, by writing under the hand of any authorised officer of the Lender, appoint a Receiver in relation to the Security Assets;
- (b) subject to the Insolvency Act, the Lender may, from time to time, in similar manner, remove a Receiver and appoint another in its place;
- (c) the Lender may, either at the time of appointment or at any time thereafter, fix the remuneration of a Receiver;
- (d) the Lender and any agent or nominee wherever situated may, without further notice, exercise in respect of all or any part of any shares and their Related Assets subject to

the Security created by this Deed all the powers and rights exercisable by the registered holder of such shares and their Related Assets and all other powers conferred on mortgagees by the LPA as varied or extended by this Deed; and

- (e) the Lender and any agent or nominee wherever situated may apply any dividends, interest or other payments received or receivable by the Lender or by such nominee in respect of the shares and their Related Assets subject to the Security created by this Deed as if they were proceeds of sale.

None of the restrictions imposed by the LPA in relation to the appointment of receivers, the giving of notice or otherwise shall apply.

13.2 **Delegation by Receiver**

A Receiver may from time to time delegate, by power of attorney or otherwise, to any person any of its powers and discretions, whether arising by statute, the provisions of this Deed or otherwise, upon such terms and for such periods of time as the Receiver may in its discretion think fit and may from time to time terminate any such delegation. The Lender shall not be liable for any loss or damage arising from any such delegate's act, default, neglect or misconduct of any nature whatsoever.

14. **Powers of Receiver**

14.1 **General Powers**

A Receiver has all the powers to do or abstain from doing anything which the Chargor could do or abstain from doing in relation to the Security Assets including, without limitation, the powers and discretions set out below in this Clause 14.1 (*General Powers*), the powers conferred by Section 109 of the LPA (Appointment, powers, remuneration and duties of receivers) and, in the case of a Receiver who is an administrative receiver, the powers conferred by Section 29 of the Insolvency Act (Definitions) and Schedule 1 to the Insolvency Act (Powers of administrator or administrative receiver).

14.2 **Possession**

A Receiver may take immediate possession of, get in and collect any Security Asset.

14.3 **Carry on Business**

A Receiver may carry on, manage or concur in carrying on or managing the whole or any part of the business of the Chargor as the Receiver may in its discretion think fit.

14.4 **Dealings with Security Assets**

A Receiver may, in each such case in such manner and generally on such terms as it may in its discretion think fit:

- (a) manage, insure, repair, decorate, maintain, alter, improve, renew or add to the Security Assets or concur in so doing;
- (b) commence or complete any building operations on any of the Mortgaged Property; and
- (c) apply for and maintain any planning permissions, building regulations, approvals and any other permissions, consents or licences,

including entry into any agreement, deed or contract in relation to any of the above.

14.5 **Sale of Security Assets**

- (a) A Receiver may sell, exchange, convert into money and realise the Security Assets or concur in so doing by public auction or private contract and generally in such manner and on such terms as the Receiver may in its discretion think fit.
- (b) Without prejudice to the generality of paragraph (a) above, a Receiver may do any of these things for any valuable consideration, including, without limitation, cash, shares, stock, debentures or other obligations. Any such consideration may be payable in a lump sum or by instalments spread over such period as a Receiver may in its discretion think fit.
- (c) Fixtures, other than fixtures of any landlord or of any tenant under a Lease Document, may be severed and sold separately from the Mortgaged Property containing them without the consent of the Chargor.

14.6 **Mortgaged Property**

- (a) A Receiver may, in each such case in such manner and generally on such terms as a Receiver may in its discretion think fit, with all the powers of an absolute beneficial owner:
 - (i) let, hire or lease (with or without premium) any Mortgaged Property and accept surrenders of leases or tenancies or concur in so doing;
 - (ii) grant rights, options or easements over and otherwise deal with or dispose of, and exercise all rights, powers and discretions incidental to, the ownership of any of the Mortgaged Property; and
 - (iii) exchange or concur in exchanging any of the Mortgaged Property.
- (b) A Receiver may exercise any such power in paragraph (a) above by effecting such transaction in the name or on behalf of the Chargor or otherwise.
- (c) Without any further consent by or notice to the Chargor, a Receiver may exercise all the powers and provisions conferred on a landlord or a tenant by any legislation in force.
- (d) A Receiver may make allowances to, and re-arrangements with, any person occupying the whole or any part of the Mortgaged Property, and negotiate and agree, or refer to arbitration, any revision of rent under any leases in respect of which the rental may fall to be reviewed and accept service of, or serve, any notice received or required or deemed desirable in connection with any such review or with the exercise of any option.

14.7 **Borrow Money**

- (a) For the purpose of exercising any of the powers, authorities or discretions conferred on the Receiver by or pursuant to this Deed or of defraying any costs (including, without limitation, its remuneration) which are incurred by the Receiver in the exercise of such powers, authorities or discretions or for any other purpose, a Receiver may raise and borrow money or incur any other liability either unsecured or secured on the Security Assets, either in priority to the security constituted by this Deed (subject to the prior written consent of the Lender) or otherwise, and generally on such terms as the Receiver may in its discretion think fit.

- (b) No person lending such money is to be concerned to enquire as to the propriety or purpose of the exercise of such power or as to the application of any money so raised or borrowed.

14.8 **Lending**

A Receiver may lend money or advance credit to any customer of a Chargor.

14.9 **Calls**

A Receiver may make, or require the directors of the Chargor to make, such calls upon the shareholders of the Chargor in respect of any uncalled capital (notwithstanding the representations and covenants contained in the relevant Finance Documents) of the Chargor as a Receiver may in its discretion require and enforce payment of any call so made by action (in the name of the Chargor or the relevant Receiver as that Receiver may in its discretion think fit) or otherwise.

14.10 **Compromise and Legal Actions**

A Receiver may:

- (a) settle or compromise any claim, adjust any account, refer to arbitration any dispute, and deal with any question or demand relating in any way to the Security Assets; and
- (b) bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to the Security Assets,

as the Receiver may in its discretion think fit.

14.11 **Subsidiaries**

A Receiver may, notwithstanding the representations and covenants contained in the relevant Finance Documents, do the following in its discretion as it thinks fit:

- (a) promote the formation of any Subsidiary of the Chargor with a view to such Subsidiary purchasing, leasing, licensing or otherwise acquiring an interest in the Security Assets;
- (b) arrange for the purchase, lease, licence or acquisition of an interest in the Security Assets by any such Subsidiary for any valuable consideration, including, without limitation, cash, shares, debentures, loan stock, convertible loan stock or other securities, profits or a sum calculated by reference to profits, turnover, royalties, licence fees or otherwise, whether or not secured on the undertaking or assets of such Subsidiary and whether or not such consideration is payable or receivable in a lump sum or at any time or any number of times by instalments spread over such period; and
- (c) arrange for such Subsidiary to trade or cease to trade.

14.12 **Appointments and Delegation**

A Receiver may:

- (a) appoint and discharge any manager, officer, agent, professional adviser, employee and any other person, upon such terms as the Receiver may in its discretion think fit; and
- (b) delegate its powers in accordance with this Deed.

14.13 Receipts

A Receiver may give valid receipts for all monies and execute all assurances and things which the Receiver may in its discretion think proper or desirable for realising the Security Assets.

14.14 Investigations

A Receiver may conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions, whether required under Environmental Law or by the Lender or otherwise and comply with all lawful orders and directives regarding Environmental Law.

14.15 Other

A Receiver may:

- (a) do all such other acts and things as the Receiver may in its discretion consider to be incidental or conducive to any of the matters or powers set out in this Deed or otherwise incidental or conducive to the preservation, improvement or realisation of the Security Assets; and
- (b) use the name of the Chargor for any purpose in relation to this Deed.

14.16 Receiver as Agent of the Chargor

A Receiver is for all purposes the agent of the Chargor. Subject to the provisions of the Insolvency Act 1986, the Chargor is solely responsible for all Receivers' acts, defaults, neglect and misconduct of any nature whatsoever and for each Receiver's remuneration and costs, to the exclusion of liability on the part of the Lender.

14.17 No Obligation

No Receiver is obliged to exercise any of the powers set out in this Clause 14.17 (*No Obligation*).

14.18 Several Power

Where more than one Receiver is appointed, each Receiver has the power to act severally unless the Lender specifies otherwise in the appointment of such Receiver.

14.19 Powers Exercisable by the Lender

- (a) The Lender may exercise all powers granted to a Receiver by this Deed, whether as attorney of the Chargor or otherwise.
- (b) The powers of a Receiver set out above are in addition to, and without prejudice to, all statutory and other powers of the Lender and so that, without limitation, such powers are and remain exercisable by the Lender in respect of that part of the Security Assets in respect of which no appointment of a Receiver by the Lender is from time to time subsisting.

15. Power of Attorney**15.1 Appointment**

The Chargor by way of security irrevocably appoints the Lender, any Receiver and any Delegate severally as its attorney (with full power of substitution) on its behalf and in its name or otherwise at such time and in such manner as the attorney may think fit:

- (a) to do anything which the Chargor is obliged to do under any Finance Document, but has failed to do on the date it was obliged so to do; and
- (b) to exercise any of the rights conferred on the Lender, any Receiver or any Delegate in relation to the Security Assets or under any Finance Document, the LPA or the Insolvency Act,

provided that the power conferred by this Clause 15.1 (*Appointment*) shall be immediately exercisable at any time after the security constituted by this Deed has become enforceable and not before.

15.2 **Ratification**

The Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney does or purports to do under its appointment under this Clause 15.2 (*Ratification*).

15.3 **Appropriation**

The power of attorney conferred on the Lender and each Receiver shall continue notwithstanding the exercise by the Lender of any right of appropriation pursuant to Clause 12 (*Enforcement of Security*).

16. **Preservation of Security**

16.1 **Reinstatement**

If any discharge, release or arrangement (whether in respect of the obligations of any Transaction Obligor or any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred and each Secured Party shall be entitled to recover the value or amount of that payment, security or disposition from the Chargor.

16.2 **Waiver of Defences**

The obligations of the Chargor under this Deed will not be affected by any act, omission, matter or thing which, but for this Clause 16.2 (*Waiver of Defences*), would reduce, release or prejudice any of its rights and/or obligations under this Deed (and whether or not known to it or any Secured Party) including, without limitation:

- (a) any time, waiver or consent granted to, or composition with, any Transaction Obligor or other person;
- (b) the release of any Transaction Obligor or any other person under the terms of any composition or arrangement with any creditor of any other person;
- (c) 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 Transaction 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 a Transaction Obligor or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental, whether or not more onerous or of whatever nature) or replacement of a Finance 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 Finance Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

16.3 **Immediate Recourse**

The 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 the Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

16.4 **Appropriations**

Until the Secured Liabilities have been irrevocably paid in full, any Secured Party (or any trustee or agent on its behalf) may:

- (a) 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 the Chargor shall not be entitled to the benefit of the same; and
- (b) hold in a suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed.

16.5 **Deferral of the Chargor's Rights**

Until the Secured Liabilities have been irrevocably paid in full and unless the Lender otherwise directs, the Chargor shall not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Deed:

- (a) to be indemnified by a Transaction Obligor or any other person;
- (b) to claim any contribution from any other guarantor of any Transaction 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 any Secured Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;

- (d) to bring legal or other proceedings for an order requiring a Transaction Obligor to make any payment, or perform any obligation, in respect of which a Transaction Obligor has given a guarantee, undertaking or indemnity under any Finance Document;
- (e) to exercise any right of set-off against any Transaction Obligor or other person; and/or
- (f) to claim or prove as a creditor of any Transaction Obligor or other person in competition with any Secured Party.

If the 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 Chargor under or in connection with the Finance Documents to be repaid in full) on trust for the Secured Parties and shall promptly pay or transfer the same to the Lender or as the Lender may direct.

17. Payments

17.1 Set-Off

- (a) The Lender may set off any matured obligation due from the Chargor under this Deed (to the extent beneficially owned by the Lender and/or a Secured Party) against any obligation (whether or not matured) owed by the Lender and/or a Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (b) All payments to be made by the Chargor under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

17.2 Continuation of Accounts

- (a) At any time if any subsequent Security affects any Security Asset (other than any Security permitted by the Finance Documents), any Security Asset is disposed of or a petition is presented or resolution passed in relation to the winding-up of the Chargor (other than a frivolous or vexatious petition which is discharged, stayed or dismissed within 14 days of commencement), any Secured Party may:
 - (i) close any account of the Chargor then existing; and
 - (ii) open a new account in the name of the Chargor (whether or not it permits any existing account to continue).
- (b) If the Secured Party does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred, unless the Chargor has received written notice from that Secured Party to the contrary.
- (c) All payments made to that Secured Party after such an event shall be credited to, or treated as having been credited to, the new account.
- (d) No moneys paid into any account, whether new or continuing, after that event shall discharge or reduce the Secured Liabilities.

17.3 Application of Payments to the Lender

The Lender shall apply all amounts received or recovered under this Deed in satisfaction of, whether in whole or in part, the Secured Liabilities in accordance with the Facility Agreement.

18. Calculations and Certificates

18.1 Accounts

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

18.2 Certificates and Determinations

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

19. Release of Security

19.1 Release

At the end of the Security Period, the Lender shall, at the written request and cost of the Chargor, take all action reasonably necessary to release the Security Assets from the Security created by or expressed to be created by this Deed and return all deeds and documents of title held by the Lender in relation to this Deed and execute and deliver such further deeds and documents as the Chargor may reasonably require to give effect to this Clause 19.2 (*Retention*).

19.2 Retention

If the Lender considers that any amount paid or credited to it under a Finance Document or this Deed is capable of being avoided or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Liabilities have irrevocably paid.

20. Tacking

The Chargor acknowledges that each Finance Party shall comply with its obligations under the Finance Documents (including any obligation to make further advances).

21. No Merger or Prejudice

This Deed is in addition to and will not merge in or in any way be prejudiced or affected by the holding or release by the Lender of any other security at any time held by the Lender.

22. Partial Invalidity

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

23. Remedies and Waivers

- (a) No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Deed 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.

- (b) No election to affirm this Deed on the part of any Secured Party shall be effective unless it is in writing.
- (c) No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy.
- (d) The rights and remedies provided in this Deed are cumulative and are not exclusive of any rights or remedies provided by law.

24. Changes to the Parties

24.1 Assignment and Transfer by a Chargor

The Chargor shall not assign any of its rights or transfer (whether by novation or otherwise) any of its rights or obligations under this Deed.

24.2 Assignment and Transfer by the Lender

The Lender may assign any of its rights or transfer (whether by novation or otherwise) any of its rights or obligations under this Deed to any person to which it is permitted to assign its rights or transfer any of its rights or obligations under the terms of the Facility Agreement.

25. 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 this Deed.

26. Governing Law

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

27. Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- (b) Each Party agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

THIS DEED has been entered into as a deed and delivered on the date stated at the beginning of this Deed.

Schedule 1

Accounts

None at the date of this Deed.

Schedule 2

The Property

None at the date of this Deed.

Schedule 3

Notice to Account Bank

To: [Insert name of counterparty]

Address: [•]

[Date]

Dear Addressee

Security Agreement dated [•] (the "Security Agreement") between [insert name of Chargor] and [•] (the "Lender")

1. This letter constitutes notice to you that under the Security Agreement we have charged by way of first fixed charge in favour of the Lender all our rights, title and interest in all sums of money which may now or in the future be held with you for our account in the accounts identified in the schedule to this notice and to any other accounts from time to time maintained with you by us (the "**Accounts**") together with all interest from time to time earned on such sums and the debts represented by such sums and interest.
2. With effect from the date of your receipt of this notice:
 - (a) subject to paragraph (e) below, all sums from time to time standing to the credit of the Accounts should be held to the order of the Lender;
 - (b) subject to paragraph (e) below, such sums may only be paid or released in accordance with the written instructions of the Lender at any time;
 - (c) [the terms and conditions relating to the Accounts designated as "Blocked" may not be amended, varied or waived without the prior written consent of the Lender;
 - (d) we are not permitted to withdraw any amount from the Accounts designated as "Blocked" in the schedule to this notice without the prior written consent of the Lender;] and
 - (e) we are permitted to withdraw or transfer amounts from the Accounts [designated as "Not blocked" in the schedule to this notice] until such time as the Lender provides written notification to you that such permission is withdrawn (and the Lender may withdraw or modify this permission in its absolute discretion at any time).
3. You are authorised and instructed, without requiring further approval from us:
 - (a) to pay all monies received by you for the Accounts to (and only to) the credit of the Accounts;
 - (b) to provide the Lender with such information relating to the Accounts as it may from time to time request; and
 - (c) to comply with the terms of any written notice or instructions in any way relating to, or purporting to relate to, the Security Agreement, the sums standing to the credit of the Accounts from time to time or the debts represented by them which you receive at any

time from the Lender without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction.

4. These instructions may not be revoked without the prior written consent of the Lender.
5. Please sign and return the enclosed copy of this notice to the Lender (with a copy to us) to confirm (by way of undertaking in favour of the Lender) that:
 - (a) you agree to the terms of this notice and to act in accordance with its provisions;
 - (b) you have not received notice of the interest of any third party in the accounts; and
 - (c) you have not and will not claim, exercise or enforce any security interest, right of set-off, counterclaim or similar right in respect of the Accounts or the debts represented by them without the prior written consent of the Lender.
6. This notice and any non-contractual obligations arising out of or in relation to this notice shall be governed by, and interpreted in accordance with, English law.

Yours faithfully

For and on behalf of [•] as Chargor

For and on behalf of [•] as Lender

Schedule

Account Number	Sort Code	Status
[●]	[●]	[Blocked/not blocked]

[*On acknowledgement copy*]

To: [Lender]

[Address]

Copy to: [•]

We acknowledge receipt of the above notice and agree to and confirm the matters set out in it.

For and on behalf of [Account Bank]

Date: [•]

Schedule 4

Notice to Counterparty to Assigned Contract

To: [Insert name of counterparty]

Address: [•]

[Date]

Dear Addressee

[•] Limited - Facility Agreement dated [•]

1. We refer to:

- (a) [Insert description of relevant Assigned Contract[s]] (the "**Contract**"); and
- (b) the security agreement (the "**Security Agreement**") dated [•] between, [amongst others,] [•] **Limited** as chargor and [•] as lender referred to in the Security Agreement (the "**Lender**").

Terms defined in the Security Agreement have the same meaning in this notice.

We give you notice that pursuant to the Security Agreement, we have assigned to the Lender subject to a proviso for reassignment on redemption, all of our present and future right, title and interest in and to the Contract.

2. We irrevocably instruct and authorise you and confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract. None of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract; and
- (b) we are entitled to exercise all of our rights, powers and discretions under the Contract, and you should continue to give notices under the Contract to us, unless and until you receive notice from the Lender to the contrary. In this event, all the rights, powers and discretions under the Agreement will be exercisable by, and notices must be given to, the Lender or as it directs.

3. Please note that we have agreed not to amend, waive or vary any provision of, or terminate or rescind the Contract without the prior written consent of the Lender.

4. The instructions in this notice:

- (a) may be complied with without any further permission from us and without enquiry by you as to the justification for or validity of any notice, request or instructions;
- (b) apply until you receive notice from the Lender to the contrary, notwithstanding any previous instructions given by us; and
- (c) may not be revoked or amended without the prior written consent of the Lender.

This notice and any non-contractual obligations and other matters arising from or in connection with it are governed by, and shall be construed in accordance with, English law.

Please acknowledge receipt of this notice, and confirm that you will pay all moneys in respect of the Contract as directed by or pursuant to this notice, by signing the acknowledgement on the attached copy of this notice and returning that copy to the Lender at [●], marked for the attention of [●].

.....
 For and on behalf of
[Insert name of Chargor]
 as Chargor

[On duplicate]

We acknowledge receipt of the notice of which this is a copy and agree to comply with its terms. We confirm that we have not received any other notice of assignment or charge or notice that any other person claims any rights in respect of the Contract.

We confirm that:

- (a) we have not received any other notice of any assignment of, or any security, charge or the interest of any third party in the Contract;
- (b) there has been no amendment, waiver or release of any rights or interests in the Contract since the date of the Contract;
- (c) we will not agree to any amendment, waiver or release of any provision of the Contract without the prior written consent of the Lender;
- (d) as at the date of this acknowledgment, we are not aware of any breach by the Chargor of the terms of the Contract; and
- (e) we do not have and have not claimed or exercised any right or claim against the Chargor, or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to the Contract.

This confirmation and any non-contractual obligations arising out of or in connection with it are governed by English law.

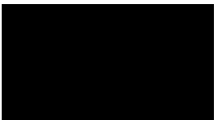
.....
 For and on behalf of *[Insert name of counterparty]*

Date:

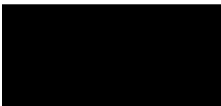
SIGNATORIES

The Chargor

EXECUTED as a DEED by 27 FLEET STREET BIRMINGHAM
HOLDCO LIMITED acting
by a director in the presence of:



Signature of director



Signature of witness ..

Print name ...Paul Richardson

Address 



The Lender

EXECUTED as a **DEED** on behalf of **LETTERONE TREASURY SERVICES S.A.** a company incorporated in Luxembourg, by **David Nordland**, being a person who, in accordance with the laws of that territory, is acting under the authority of the company:

[Redacted signature area]

..... Authorised signatory

in presence of:

Signature of witness

[Redacted signature]

Print name

Annie BROSYAN

Address

[Redacted address]

.....