



Registration of a Charge

Company name: **P.C. HARRINGTON HOLDINGS LIMITED**

Company number: **02655872**



X45J24UH

Received for Electronic Filing: **17/04/2015**

Details of Charge

Date of creation: **16/04/2015**

Charge code: **0265 5872 0020**

Persons entitled: **ENDLESS LLP (REGISTERED NO. OC316569) (AS SECURITY TRUSTEE)**

Brief description: **NONE**

Contains fixed charge(s).

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: **WALKER MORRIS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2655872

Charge code: 0265 5872 0020

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th April 2015 and created by P.C. HARRINGTON HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th April 2015 .

Given at Companies House, Cardiff on 20th April 2015

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 16 APRIL 2015

P.C. HARRINGTON HOLDINGS LIMITED (1)

and

ENDLESS LLP (2)

DEED OF ASSIGNMENT OF CONTRACTUAL RIGHTS BY WAY OF SECURITY

I/WE CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO S.859G OF THE COMPANIES ACT 2006,
THIS COPY INSTRUMENT IS A CORRECT COPY OF
THE ORIGINAL INSTRUMENT

Walker Morris LLP

WALKER MORRIS LLP

Kings Court
12 King Street
LEEDS
LS1 2HL

Tel: 0113 2832500

Fax: 0113 2459412

Ref: CXA/MFT/END.26-249

WALKER MORRIS LLP

17 APRIL 2015

CONTENTS

SECTION	HEADING	PAGE
1	INTERPRETATION	4
2	MONIES SECURED	7
3	GRANT OF SECURITY	8
4	COVENANTS AND WARRANTIES OF THE BORROWER	9
5	NEGATIVE PLEDGE	12
6	POWER OF SALE	13
7	APPOINTMENT OF RECEIVER	14
8	APPROPRIATION	15
9	SET-OFF	16
10	ADDITIONAL POWERS OF THE SECURITY TRUSTEE	17
11	FURTHER DOCUMENTATION	18
12	ATTORNEY	19
13	PROTECTION FOR THIRD PARTY PURCHASERS	19
14	FURTHER PROTECTION	20
15	CONTINUING SECURITY	20
16	WAIVER OF DEFENCES	21
17	IMMEDIATE RECOURSE	21
18	SECURITY TRUSTEE'S POWERS	22
19	PAYMENT AND DISCHARGE	22
20	APPLICATION AND PROCEEDS	22
21	RETENTION OF SECURITY	23
22	SUBSEQUENT CHARGES AND NEW ACCOUNTS	23
23	INDEMNITIES	24
24	THIRD PARTY RIGHTS	24
25	ASSIGNMENT	24
26	ADDITIONAL SECURITY	25
27	VARIATION	25
28	BENEFIT OF CHARGE	25
29	COUNTERPARTS	25
30	NOTICES	25
31	GOVERNING LAW AND JURISDICTION	26
	SCHEDULE 1 - THE RELEVANT AGREEMENTS	27

THIS DEED is made on 16 APRIL 2015

BETWEEN:

- (1) **P.C. HARRINGTON HOLDINGS LIMITED** (company number: 02655872) whose registered office is at 171-173 Gray's Inn Road, London, WC1X 8UE (the **Borrower**); and
- (2) **ENDLESS LLP** (Registered No. OC316569) whose registered office is at 3 Whitehall Quay, Leeds, West Yorkshire LS1 4BF (Endless) as security trustee for itself and the other Finance Parties (in this capacity, the **Security Trustee**).

THIS DEBENTURE WITNESSES AS FOLLOWS:

1 INTERPRETATION

1.1 In this deed the following words have the meanings set out next to them:

this Deed means this deed of assignment of contractual rights by way of security as the same may from time to time be varied, amended, substituted, novated or assigned or supplements from time to time;

Default Rate means the default interest rate payable under clause 9 of the Facilities Agreement;

Discharge Date means the date on which the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and the Lender is under no obligation to make any further credit facilities available;

Facilities Agreement means the £4,750,000 on demand facilities agreement dated on or about the date hereof and made between (1) the Borrower, (2) the Security Trustee and (3) the Lenders as the same may be amended, novated, supplemented, extended or restated in any manner from time to time (however fundamentally and even if the same increases the obligations of the Borrower or provides for further advances) or any agreement replacing the same or refinancing the indebtedness of the Borrower to the Lenders thereunder;

Finance Document has the meaning given to that term in the Facilities Agreement;

Finance Parties means Endless LLP (acting for itself), Endless Fund IVA LP, Endless Fund IV B LP, any person to whom rights under any Finance Document are transferred

by them and the Security Trustee and **Finance Party** means any of them and shall include their permitted transferees, successors and assigns;

Lenders means Endless Fund IV A LP and Endless Fund IV B LP;

Receiver includes a receiver (whether or not an administrative receiver), a receiver and manager and a manager appointed by the Security Trustee under this Deed;

Relevant Agreement means each agreement specified in Schedule 1 (*Relevant Agreements*) together with any agreement supplementing any document or agreement amending, supplementing, extending, novating, replacing, or varying the same;

Secured Assets means all assets, rights and property of the Borrower the subject of any security created hereby or pursuant hereto and each and every item included therein or part or parts thereof;

Secured Liabilities means all monies, obligations and liabilities, whether actual or contingent, now or hereafter due, owing or incurred by the Borrower, in whatever currency denominated, under clause 2 of this Deed or under any other provision of this Deed and references to the Secured Liabilities include references to any of them;

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

Security Period means the period beginning on the date hereof and ending on the Discharge Date;

Security Trust Deed means the security trust deed of even date between (1) Endless LLP (2) Endless Fund IV A LP, and (3) Endless Fund IV B LP; and

VAT means value added tax.

1.2 Construction and interpretation

1.2.1 Words and phrases which are not defined in this Deed but which are defined in the Companies Act 2006 or the Insolvency Act 1986 shall be construed as having those meanings.

1.2.2 Save where otherwise defined in this Deed and subject to clause 1.2.1 words and phrases used herein shall have the same meanings as those given in the Facilities Agreement.

- 1.2.3 In construing this Deed general words introduced by the word 'other' shall not be given a restrictive meaning by reason of the fact they are preceded by words indicating a particular class of acts matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.
- 1.2.4 The headings in this Deed are inserted for convenience only and shall not affect its construction or interpretation and references to a clause, Schedule or paragraph are (unless otherwise stated) to a clause in or a Schedule to this Deed and to a paragraph of the relevant Schedule.
- 1.2.5 All references in this Deed to this Deed shall unless the context otherwise requires be read and construed as references to this Deed as the same may from time to time be amended, varied, extended, supplemented, novated or replaced and shall include any document which is supplemental to, is expressed to be collateral with or is entered into pursuant to or in accordance with the terms of this Deed.
- 1.2.6 All the provisions of this Deed are severable and distinct from one another and the illegality, invalidity or unenforceability of any provision of this Deed under the law of any jurisdiction shall not affect its validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.
- 1.2.7 Words importing one gender shall where appropriate include the other genders and words importing the singular shall where appropriate include the plural and vice versa.
- 1.2.8 Any reference in this Deed to (i) any statute or statutory provision shall unless the context otherwise requires be construed as a reference to such statute or statutory provision as in force at the date of this Deed and as subsequently amended, re-enacted or consolidated and shall also include all instruments, orders and regulations for the time being made thereunder or deriving validity therefrom and (ii) another agreement shall be construed as a reference to such other agreement as the same may have been or may from time to time be amended, varied, extended, supplemented, novated or replaced.

- 1.2.9 In this Deed the expressions the **Borrower** and the **Security Trustee** shall unless the context otherwise requires include their respective successors or assigns whether immediate or derivative in relation to their respective interests, rights, entitlements and obligations in and under this Deed.
- 1.2.10 If two or more persons are included in the expression **Borrower** then the use in this Deed of the word **Borrower** shall be deemed to refer to such persons both together and separately and the Borrower's obligations shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Security Trustee of the other or others of them.

2 MONIES SECURED

The Borrower hereby covenants with the Security Trustee that it will on demand pay and discharge to the Security Trustee:

- 2.1 all monies and liabilities whether principal interest or otherwise which now are or at any time hereafter may become due owing or incurred to the Finance Parties by the Borrower either alone or jointly with any other person or company under or pursuant to the Finance Documents and in whatever currency denominated and all other liabilities whatsoever of the Borrower to the Finance Parties whether actual or contingent and whether as principal debtor guarantor surety or otherwise; and
- 2.2 all costs, charges, expenses and other sums whatsoever (including without prejudice to the generality of the foregoing any legal and other professional costs charges and expenses) on a full and unlimited indemnity basis howsoever incurred or to be incurred by the Finance Parties or by or through any receiver, attorney, delegate, sub-delegate, substitute or agent of the Lender or the Borrower (including without limitation the remuneration of any of them) for any of the purposes referred to in this Deed or otherwise howsoever in relation to the Secured Assets and all other costs, charges and expenses (whether in respect of litigation or not) incurred or to be incurred in the negotiation, preparation, completion, protection, realisation, enforcement of, or the collection or recovery of any monies from time to time arising under, such security (or any security collateral or supplemental thereto) or in insuring, inspecting, repairing, maintaining, completing, managing, letting, realising or exercising any other power authority or discretion in relation to the Secured Assets or otherwise incurred or to be incurred hereunder;

- 2.3 interest on each of the foregoing calculated day by day from demand until full discharge (as well after as before judgment) at the Default Rate and in respect of the sums specified in clause 2.1 interest shall accrue and be payable as from the dates on which the same are incurred or become due without the necessity for any demand being made for payment thereof.

3 GRANT OF SECURITY

- 3.1 The Borrower with full title guarantee and as beneficial owner and as a continuing security for the payment of all the Secured Liabilities hereby assigns by way of security and charges (as relevant) to the Security Trustee:

- 3.1.1 by way of assignment (subject always to reassignment upon redemption):

- (a) all of its right, title and interest and benefit in and to, and any sums payable to it pursuant to, all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of it, and any rights of abatement or set-off, remedies and all other rights of recovery under or pursuant to any Relevant Agreement and the benefit of any guarantee or security for the performance of a Relevant Agreement;
- (b) all authorisations (statutory or otherwise) held or required in connection with the use of the Secured Assets, and all rights in connection with them

- 3.1.2 by way of first fixed charge (to the extent not effectively assigned under clause 3.1.1 above):

- (a) the full benefit of all present and future Relevant Agreements and together with all rights and remedies relating thereto; and
- (b) the benefit of all or any licences presently held or hereafter acquired by the Borrower in connection with the operation the use of any of the Secured Assets and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;

- 3.1.3 The Borrower shall not during the Security Period without the prior consent in writing of the Security Trustee:

- (a) create or permit to exist any Security on or affecting the Secured Assets;
 - (b) sell, assign, transfer, license or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not the whole or any part of the Secured Assets or any interest therein;
- 3.1.4 None of the foregoing prohibitions in this clause 3.1 shall be construed as limiting any powers exercisable by any Receiver appointed under this Deed as the agent of the Borrower.
- 3.1.5 The Borrower shall, on the date of this Deed (and promptly upon the date of each any Relevant Agreement (or guarantee or security) entered into after this Deed) deliver a duly completed notice of assignment to each other party to that Relevant Agreement (and/or guarantee or security for the performance of that Relevant Agreement) and use all reasonable endeavours (including expending reasonable costs and expenses) to procure the execution and delivery to the Security Trustee by each such party of an acknowledgment of that notice in each case in the respective forms set out in Schedule 2 (*Form of Notice and Acknowledgement*).
- 3.1.6 The Borrower shall, if so required by the Security Trustee, deposit with the Security Trustee and the Security Trustee shall, for the duration of the Security Period, be entitled to hold all the Borrower's original counterparts of, and instruments comprising, each Relevant Agreement.
- 3.2 The Borrower shall remain liable to perform all the obligations assumed by it under any Relevant Agreement and the Security Trustee shall be under no obligation of any kind whatsoever thereunder or be under any liability whatsoever in the event of any failure by the Borrower to perform its obligations thereunder.

4 COVENANTS AND WARRANTIES OF THE BORROWER

- 4.1 The Borrower hereby covenants with the Security Trustee that it shall at all times during the Security Period:

- 4.1.1 except with the prior written consent of the Security Trustee, not amend, vary or waive any term of any Relevant Agreement (or any guarantee or security for the performance of a Relevant Agreement) nor settle, compromise, terminate, rescind or discharge any Relevant Agreement (or any guarantee or security for the performance of a Relevant Agreement) or release any other party from its obligations under a Relevant Agreement (or any guarantee or security for the performance of a Relevant Agreement);
- 4.1.2 except without the prior written consent of the Security Trustee , not sell, assign or transfer any of its rights under or in respect of the Secured Assets;
- 4.1.3 comply with the terms of each Relevant Agreement and any other document, agreement or arrangement comprising the Secured Assets;
- 4.1.4 duly perform its obligations under each Relevant Agreement (and any other document, agreement or arrangement comprising the Secured Assets) in a diligent and timely manner;
- 4.1.5 promptly pay all taxes, fees, licence duties, registration charges and similar items in respect of the Secured Assets and, promptly following request, produce evidence of such payment to the Security Trustee;
- 4.1.6 use its best endeavours to procure the prompt observance and performance of the covenants and other obligations imposed on the counterparties to the Relevant Agreements;
- 4.1.7 notify the Security Trustee of any material breach by it or by any other party under a Relevant Agreement (and/or any other document, agreement or arrangement comprising the Secured Assets) and shall not take any action which might or might reasonably be expected to reduce or impede recoveries in respect of any Relevant Agreement;
- 4.1.8 enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets as the Security Trustee may from time to time require;
- 4.1.9 consult fully with the Security Trustee at all times in connection with the service by the Borrower of any notice pursuant to or in connection with any Relevant Agreement and not serve any such notice without the prior written

consent of the Security Trustee and upon being required to do so by the Security Trustee in writing shall serve such notice;

- 4.1.10 provide to the Security Trustee, as soon as practicable following receipt, copies of all material notices or information received by it from any other party to any Relevant Agreement and the Borrower shall not take any action or steps in connection with such notice (pursuant to the terms of any Relevant Agreement or otherwise) without the prior written consent of the Security Trustee;
- 4.1.11 advise the Security Trustee upon the Borrower or any other party acting on behalf of or in conjunction with the Borrower proposing or being required to issue any approval or consent or give its agreement pursuant to any Relevant Agreement and provide the Security Trustee with full details of the consent and/or approval and/or agreement proposed or required and any further information the Security Trustee shall require in order properly to consider the grant of such consent and/or approval and/or agreement and not issue any consent and/or approval and/or agreement pursuant to any Relevant Agreement without the prior written consent of the Security Trustee and procure that any other party acting on behalf of or in conjunction with the Borrower shall not issue any such consent and/or approval and/or agreement without the prior written consent of the Security Trustee;
- 4.1.12 forward to the Security Trustee immediately upon completion any original documents or agreements completed pursuant to any Relevant Agreement and which the Borrower is entitled to receive and certified copies of such documents and/or agreements which the Borrower is entitled to receive pursuant to the any Relevant Agreement;
- 4.1.13 if at any time the Borrower takes an assignment of or becomes entitled to the benefit of any agreement, deed, contract, rights or other documents which in the opinion of the Security Trustee relate to the property the subject of any Relevant Agreement the Borrower shall procure that the same is capable of assignment to the Security Trustee and shall inform the Security Trustee of the existence of such agreement, deed, contract, rights or other document and provide to the Security Trustee such further information as the Security Trustee shall require in relation to the same; and

- 4.1.14 not do or cause or permit to be done anything which may in any way in any material respect depreciate or otherwise in any material respect prejudice the value of the Lender's security under this Deed,
- 4.2 In the case of default by the Borrower in the performance of any of the foregoing covenants the Security Trustee may (but shall not be obliged to) do whatever may be necessary to make good such default and all sums expended by the Security Trustee in that behalf shall be reimbursed by the Borrower to the Security Trustee on demand and until so reimbursed by Borrower shall be added to the Secured Liabilities and bear interest accordingly.
- 4.3 The Borrower represents and warrants to the Security Trustee that:
- 4.3.1 the Relevant Agreements constitute legal, valid, binding and enforceable obligations of the parties thereto and are in full force and effect and have not been varied or modified in any way or cancelled and no party thereto is in default thereunder;
- 4.3.2 it has not assigned, charged, pledged or otherwise encumbered any of its rights and benefits under the Relevant Agreements or any of the Secured Assets;
- 4.3.3 there are no equities in existence between the other parties to the Relevant Agreements and the Borrower which may act to the detriment of the Security Trustee; and
- 4.3.4 it has good right and title to enable it to make the charges and assignments effected by and pursuant to clause 2 and it has taken all corporate action necessary to authorise the execution and performance of this Deed and the said execution and performance will not cause the Borrower to be in breach of any agreement to which it is a party or any applicable law or regulation.

5 NEGATIVE PLEDGE

The Borrower agrees that at no time during the continuance of this security will it without the prior written consent of the Security Trustee:

- 5.1 create or permit to subsist any mortgage, charge, assignment, pledge, lien or other security interest of any kind on or over the Secured Assets ranking in priority to *pari passu* with or subsequent to the security constituted by this Deed; and

- 5.2 save as otherwise permitted pursuant to the Facilities Agreement, sell, transfer, assign, mortgage, charge, surrender, cancel or otherwise dispose of all or any part of the Secured Assets nor enter into any agreement to do any of the same and not amend, vary, extend, release, determine or rescind any Relevant Agreement or grant any time or indulgence or compound with discharge, waive, release or vary the liability of any other person thereunder or consent to any act or omission which would otherwise constitute a breach or concur in accepting or varying any compromise arrangement or settlement relating thereto or do or suffer any act or thing whereby the recovery of any moneys payable may be delayed or impeded.

6 POWER OF SALE

- 6.1 For the purposes of all powers implied by statute the Secured Liabilities shall be deemed to have become due and payable on the date hereof and the Security Trustee may exercise the statutory power of sale conferred on mortgagees by the Law of Property Act 1925 free from the restrictions imposed by section 103 thereof.
- 6.2 Immediately upon the Security Trustee making demand upon the Borrower for payment and discharge in accordance with the provisions hereof the monies hereby secured shall be deemed to have become due within the meaning of section 101 of the Law of Property Act 1925 and this security shall immediately become enforceable and the power of sale and other powers conferred by the said section 101 as varied or extended by these presents and all other powers conferred upon the Security Trustee by these presents shall be immediately exercisable.
- 6.3 The statutory powers of leasing conferred on the Security Trustee shall be extended so as to authorise the Security Trustee to lease and make agreements for leases at a premium or otherwise and accept surrenders of leases and grant options as the Security Trustee shall consider expedient and without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925 and for the purposes of sections 99 and 100 of the Law of Property Act 1925 the expression 'mortgagor' shall include any encumbrancer deriving title under the original mortgage and sections 99(18) and 100(12) of the Law of Property Act shall not apply.
- 6.4 The Security Trustee shall so far as it is lawful be entitled to consolidate all or any of the securities created by or pursuant to this Deed with any other securities whether now in existence or hereafter created and accordingly the restriction upon the right of consolidating mortgage securities contained in section 93 of the Law of Property Act 1925 shall not apply to this Deed.

6.5 Section 109(1) of the Law of Property Act 1925 shall not apply to this Deed.

7 APPOINTMENT OF RECEIVER

The Security Trustee may at any time after the Security Trustee has demanded payment of the Secured Liabilities or if the Borrower so requests the Security Trustee in writing (whether or not the Security Trustee has entered into or taken possession of the Secured Assets) by writing appoint any person or persons (including a manager or official of the Security Trustee) to be a Receiver of all or any of the Secured Assets upon such terms as to remuneration and otherwise as the Security Trustee may from time to time think fit and may similarly remove any receiver and appoint another in his stead and any Receiver so appointed shall be the agent of the Borrower for all purposes and the Borrower shall be solely responsible for his contracts engagements acts defaults omissions and losses and for liabilities incurred by him for his misconduct and for his remuneration and any such Receiver shall have all of the powers in relation to the Borrower and the property hereby charged conferred by the Law of Property Act 1925 on mortgagors and mortgagees and on mortgagees in possession and receivers appointed under the Law of Property 1925 and in addition shall have the following powers namely:

- 7.1 to take possession of collect and get in the Secured Assets and to sell or concur in selling or exchanging the Secured Assets or any of them and without prejudice to the generality of the foregoing he may do any of the aforementioned things for a consideration consisting of cash debentures or other obligations shares stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he may think fit and to carry into effect and complete any such transaction by executing any deeds or documents as may be necessary or appropriate in the name of or on behalf of the Borrower. Sales may be by public auction tender or private treaty with or without advertisement and in such lot or lots as the receiver may in his absolute discretion think fit;
- 7.2 to make and effect all such repairs and other alterations improvements additions and developments in or to the Secured Assets as he may consider fit and to purchase or otherwise acquire any materials articles or things and do anything else in connection with the Secured Assets which the Receiver may think desirable for the purpose of making productive or increasing the market value of the Secured Assets or protecting the security constituted by this Deed;
- 7.3 to effect and renew insurances;

- 7.4 to redeem any prior encumbrance and to settle and approve the accounts of the encumbrancer and accounts so settled and approved shall be conclusive and binding on the Borrower and the money so paid shall be a receivership expense;
- 7.5 to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts disputes, questions and demands with or by any person who is or claims to be a creditor of the Borrower or relating in any way to the Secured Assets;
- 7.6 to bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to the Secured Assets as may seem to him to be expedient;
- 7.7 to take or defend proceedings in the name of the Borrower including proceedings for the compulsory winding up of the Borrower and proceedings for directions under section 35(1) of the Insolvency Act 1986;
- 7.8 to appoint, hire and employ and to remunerate agents, servants, attendants, workmen and others on such terms and generally in such manner as he shall think fit either in connection with any exercise by him of any of the foregoing powers or otherwise for any purpose connected with the Secured Assets and to discharge any person so appointed hired or employed;
- 7.9 to do all such other acts and things as he may consider necessary or desirable for the realisation of any of the Secured Assets or incidental or conducive to any of the matters powers or authorities conferred on a receiver under or by virtue of these presents and to exercise in relation to the Secured Assets all such powers authorities and do all such things as he would be capable of exercising if he were the absolute beneficial owner of the same,

and it is hereby agreed and declared that the powers conferred upon any such Receiver may be exercised by him either in his own name or in the name of the Borrower (in the case of joint receivers such powers being exercised jointly or severally).

8 APPROPRIATION

- 8.1 All monies received by the Security Trustee or any Receiver appointed by it pursuant to this Deed shall after the security hereby constituted shall have become enforceable save insofar as otherwise directed by the Security Trustee be applied in the following order (but without prejudice to the right of the Security Trustee to recover any shortfall from the Borrower):

- 8.1.1 in payment of all proper costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers including his remuneration and all outgoings properly paid by the Receiver and liabilities incurred by him as a result of such exercise;
 - 8.1.2 in or towards payment or discharge to the Security Trustee of the Secured Liabilities in such order and in such proportions as the Security Trustee may from time to time require including to any suspense or impersonal account to be so held for so long as the Security Trustee shall think fit pending application in or towards the discharge of the Secured Liabilities;
 - 8.1.3 the surplus (if any) shall be paid to the Borrower or such other person or entity as may be entitled thereto.
- 8.2 In making any disposal of the Secured Assets in exercise of their respective powers the Receiver or the Security Trustee may accept or dispose of as and by way of consideration cash shares loan capital or other obligations including consideration fluctuating to or dependant on profit or turnover and consideration the amount whereof is to be determined by any third party and any contract for such disposal may contain conditions excluding or restricting the personal liability of the Receiver or the Security Trustee.

9 SET-OFF

It shall be lawful for the Security Trustee at any time and without any prior notice to the Borrower (and in addition to and without prejudice to any other rights conferred on the Security Trustee by law or otherwise) to combine or consolidate all or any of the Borrower's accounts and/or transfer all or any part of any balance standing to the credit of any such accounts and/or apply any moneys received or otherwise held by the Security Trustee to the credit or order of the Borrower in or towards satisfaction of the whole or any parts of the Secured Liabilities or to any other such accounts which may be in debit and any currency conversion shall be calculated at the then prevailing spot rate of exchange of the Security Trustee for purchasing the currency for which the Borrower is liable with the currency being converted but the Security Trustee shall notify the Borrower of the transfer having been made.

10 ADDITIONAL POWERS OF THE SECURITY TRUSTEE

- 10.1 All or any of the powers authorities and discretions which are conferred by this Deed either expressly or impliedly upon a Receiver of the Secured Assets may be exercised by the Security Trustee in relation to the Secured Assets without first appointing a Receiver of the Secured Assets or notwithstanding the appointment of a Receiver of the Secured Assets.
- 10.2 The powers conferred by this Deed in relation to the Secured Assets on the Security Trustee or on any Receiver of the Secured Assets shall be in addition to and not in substitution for the powers conferred on mortgagees or receivers under any legislation and where there is any ambiguity or conflict between the powers contained in any legislation and those conferred by these presents as aforesaid then the terms of this Deed shall prevail.
- 10.3 It is agreed and declared that no exercise (whether by the Security Trustee or any Receiver) of any one or more of the powers contained in this Deed shall render the Security Trustee or any Receiver liable as mortgagee in possession in respect of all or any of the Secured Assets or liable for any loss or damage (including without limitation loss upon realisation of any of the Secured Assets) save where caused by gross negligence or wilful default on the part of the Security Trustee or any Receiver.
- 10.4 The Security Trustee may at any time and from time to time delegate by power of attorney or in any other manner to any person firm or company or fluctuating body of persons all or any of the powers, authorities and discretions which are for the time being exercisable by the Security Trustee under these presents or under any legislation in relation to the Secured Assets and any such delegation may be made upon such terms and conditions (including power to sub-delegate) and subject to such regulations as the Security Trustee may think fit and the Security Trustee shall not be in any way liable or responsible to the Borrower for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate (or sub-delegate).
- 10.5 The Security Trustee and any Receiver may place and keep (for such time as it shall consider prudent) any money received recovered or realised pursuant to this Deed in a separate suspense account securing interest at a reasonable commercial rate (to the credit of either the Borrower or the Security Trustee as the Security Trustee shall think fit) without any obligation to apply the same or any part thereof in or towards the discharge of the Secured Liabilities.

11 FURTHER DOCUMENTATION

- 11.1 The Borrower shall execute and do all such assurances, acts and things as the Security Trustee may reasonably require for perfecting or protecting the security created over the Secured Assets pursuant to this Deed, or for facilitating the realisation of the Secured Assets and the exercise of all powers, authorities and discretions vested in the Security Trustee or in any Receiver of the Secured Assets or in any such delegate (or sub-delegate) as aforesaid and shall in particular execute all mortgages, charges, transfers, conveyances, assignments and assurances of the Secured Assets whether to the Security Trustee or to its nominees and give all notices, orders and directions which the Security Trustee may think expedient.
- 11.2 Without prejudice to the generality of clause 11.1 the Borrower will, immediately at the request of the Security Trustee, execute a charge or assignment over all or any of the Secured Assets subject to or intended to be subject to any security hereby created in favour of the Security Trustee in such form as the Security Trustee may require.
- 11.3 The Security Trustee may at any time after the security hereby constituted has become enforceable redeem any prior Security against the Secured Assets or procure the transfer thereof to themselves and may settle and pass the accounts of the holder of such prior Security and any accounts so settled and passed shall be conclusive and binding on the Borrower and all principal monies, interest, costs, charges and expenses of and incidental to such redemption and transfer shall be paid by the Borrower to the Security Trustee on demand.

12 ATTORNEY

- 12.1 The Borrower by way of security and in order more fully to secure performance of its obligations under this Deed now irrevocably appoints the Security Trustee and persons deriving title under it and every Receiver of the Secured Assets and every administrator appointed under or by virtue of this Deed and every such delegate (or sub-delegate) as aforesaid jointly and severally to be its attorney on its behalf and in its name or otherwise to execute and do all such assurances, acts and things which the Borrower required to execute and do under the covenants and provisions contained in this Deed and deliver any such transfers, charges, assignments and other documents as are referred to in this Deed and to make any demand upon or to give notice receipt or discharge to any person owing monies to the Borrower comprised in the Secured Assets and generally on its behalf and in its name to exercise all or any of the powers, authorities and discretions conferred by or pursuant to this Deed or by any legislation on the Security Trustee or any such Receiver, administrator, delegate or sub-delegate and (without prejudice to the generality of the foregoing) to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it or he may deem proper in or for the purpose of exercising any of such powers, authorities and discretions.
- 12.2 The Borrower hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney as is mentioned in this clause 12 shall do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this clause 12.

13 PROTECTION FOR THIRD PARTY PURCHASERS

No person dealing with the Security Trustee or with any Receiver of the Secured Assets or any part thereof or with any such delegate or sub-delegate as aforesaid shall be concerned to enquire whether any event has happened upon which any of the powers authorities and discretions conferred by or pursuant to these presents in relation to the Secured Assets are or may be exercisable by the Security Trustee or by any such receiver, delegate or sub-delegate or otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such powers and all the protection to purchasers contained in sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with the Security Trustee or any such receiver delegate or sub-delegate in like manner as if the statutory powers of sale and of appointing a receiver in relation to the Secured Assets had not been varied or extended by the terms of this Deed.

14 FURTHER PROTECTION

In addition to all other protection afforded by law any person dealing with the Security Trustee or any Receiver or any delegate (or sub-delegate) as aforesaid shall be entitled and bound to assume without enquiry that some monies are owing on the security hereof and have become payable.

15 CONTINUING SECURITY

15.1 The security created by or pursuant to this Deed shall be:

15.1.1 a continuing security for the Secured Liabilities and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Secured Liabilities or any other matter or thing whatsoever; and

15.1.2 in addition to and independent of and shall not operate so as to prejudice or affect or merge in any other security which the Security Trustee may hold at any time for the Secured Liabilities or any other obligations whatsoever and shall not be affected by any release, reassignment or discharge of such other security.

15.2 Any release or discharge of the security created by or pursuant to this Deed or of any of the Secured Liabilities shall not release or discharge the Borrower from any liability to the Security Trustee for the same or any other monies which may exist independently of this Deed.

15.3 Neither the security created by or pursuant to this Deed nor any remedy of the Security Trustee in respect thereof shall be prejudiced by:

15.3.1 any unenforceability or invalidity of any other agreement or document; or

15.3.2 any time or indulgence or any other act or thing granted to the Borrower or any other person or any other act or thing which but for this clause 15.3 would or might prejudice the security created by or pursuant to this Deed or the right of the Security Trustee to any such remedy.

16 WAIVER OF DEFENCES

16.1 The liability of the Borrower hereunder will not be affected by any act omission circumstance matter or thing which but for this provision would release or prejudice any of its obligations hereunder or prejudice or diminish such obligations in whole or in part including without limitation and whether or not known to the Borrower or the Security Trustee:

16.1.1 any time or waiver granted to or composition with the Borrower or any other person; or

16.1.2 the taking, variation, compromise exchange, renewal or release or refusal or neglect to perfect take up or enforce any rights against or security over assets of the Borrower or any other person or any non-presentment or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any other security; or

16.1.3 any incapacity or lack of powers authority or legal personality of or dissolution or change in the members or status of the Borrower or any other person; or

16.1.4 any unenforceability, illegality or invalidity of any obligation of any person hereunder or under any other document or security to the intent that the Borrower's obligations under this Deed shall remain in full force and this Deed be construed accordingly as if there were no unenforceability, illegality or invalidity.

16.2 The Security Trustee shall not be concerned to see or investigate the powers or authorities of any of the Borrower or its officers or agents and moneys obtained or Secured Liabilities incurred in purported exercise of such powers or authorities or by any person purporting to be the Borrower shall be deemed to form a part of the Secured Liabilities and **Secured Liabilities** shall be construed accordingly.

17 IMMEDIATE RECOURSE

The Borrower hereby irrevocably waives any right it may have of first requiring the Security Trustee to proceed against or enforce any other rights or security or claim payment from any other person before enforcing the security constituted hereby.

18 SECURITY TRUSTEE'S POWERS

Until all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full the Security Trustee may:

- 18.1 refrain from applying or enforcing any other moneys, security or rights held or received by it in respect of the Secured Liabilities or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Borrower shall not be entitled to the benefit of the same; and
- 18.2 hold in a suspense account any moneys received from the Borrower or on account of the Borrower's liability in respect of the Secured Liabilities. Amounts standing to the credit of any such suspense account shall bear interest at a rate considered by the Security Trustee to be a fair market rate.

19 PAYMENT AND DISCHARGE

- 19.1 Any settlement discharge or release between the Borrower and the Security Trustee or any Receiver shall be conditional upon no security or payment to such parties by the Borrower or any other person on the Borrower's behalf being avoided or reduced by virtue of any provisions or enactments relating to bankruptcy insolvency or liquidation for the time being in force and in the event of such security or payment being so avoided or reduced the Security Trustee or any Receiver shall be entitled to recover the value or amount of such security or payment from the Borrower and from the security created by or pursuant to this Deed subsequently as if such settlement discharge or release had not occurred.
- 19.2 The Security Trustee shall at the request and cost of the Borrower following the irrevocable payment and discharge of the Secured Liabilities and the Security Trustee being satisfied that such payment is not subject to avoidance or liable to be set aside refunded or reduced as referred to in clause 19.1 duly execute and do all such deeds acts and things as may be necessary to release or as the case may be reassign the relevant Secured Assets.

20 APPLICATION AND PROCEEDS

All monies received by the Security Trustee, a Finance Party, or any Receiver or Administrator appointed pursuant to this Deed shall be applied in accordance with the terms of the Security Trust Deed (subject to clause 9 hereof).

21 RETENTION OF SECURITY

Notwithstanding any other provision of this Deed or any release settlement discharge or arrangement given or made by the Security Trustee pursuant to a discharge in full of the Secured Liabilities the Security Trustee may retain the security created by or pursuant to this Deed for such period (not exceeding 25 months) after such discharge as it may in its discretion determine. Provided that if at any time during such period a petition shall be presented for an order for the winding up of the Borrower or for the making of an administration order in respect of the Borrower or the Borrower shall commence to be wound up voluntarily or any analogous proceedings shall be commenced in respect of the Borrower the Security Trustee may continue to retain the security created by or pursuant to this Deed for such further period as the Security Trustee may determine and the security shall be deemed to have continued to have been held as security for the Secured Liabilities.

22 SUBSEQUENT CHARGES AND NEW ACCOUNTS

If the Security Trustee shall at any time receive or be deemed to have received notice of any encumbrance restriction covenant stipulation or other matter affecting the whole or any part of the Secured Assets or any assignment or transfer thereof which is prohibited by the terms of this Deed:

- 22.1 the Security Trustee may open a new account or accounts for the Borrower in its books; and
- 22.2 if the Security Trustee does not in fact open any such new account then unless it gives express written notice to the Borrower to the contrary the Security Trustee shall be treated as if it had in fact opened such account or accounts at the time when it received or was deemed to have received such notice and as from such time and unless such express written notice shall be given to the Borrower all payments by or on behalf of the Borrower to the Security Trustee shall (in the absence of any express contrary appropriation by the Borrower) be credited or treated as having been credited to such new account or accounts and not as having been applied in reduction of the Secured Liabilities at such time.

23 INDEMNITIES

- 23.1 The Borrower agrees to indemnify the Security Trustee and any Receiver on demand against all losses, actions, claims, expenses, demands or liabilities whether in contract, tort or otherwise now or hereafter incurred by it or him or by any manager, agent, officer or employee for whose liability, act or omission it or he may be answerable for anything done or omitted in the exercise or purported exercise of the powers contained in this Deed or occasioned by any breach by the Borrower of any of its covenants or other obligations under this Deed, save for any losses, actions, claims, expenses, demands or liabilities which results from such party's gross negligence or wilful misconduct.
- 23.2 The Borrower agrees to indemnify the Security Trustee and any Receiver on demand against all present or future stamp or other taxes or duties and any penalties or interest with respect thereto which may be imposed by any competent jurisdiction in connection with the execution or enforcement of this Deed or in consequence of any payment made pursuant hereto being impeached or declared void for any reason whatsoever.

24 THIRD PARTY RIGHTS

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act (including, without limitation, any right or remedy arising by virtue of an assignment of the benefit of this Deed or any part of this Deed which is permitted in accordance with its terms).

25 ASSIGNMENT

The Security Trustee shall have a full and unfettered right to assign the whole or any part of the benefit of this Deed and the expression the **Security Trustee** wherever used herein shall be deemed to include such assignees and other successors whether immediate or derivative of the Security Trustee who shall be entitled to enforce and proceed upon this Deed in the same manner as if named herein and the Security Trustee shall be entitled to impart any information concerning the Borrower to any such assignee or other successor or proposed assignee or successor.

26 ADDITIONAL SECURITY

This security shall be in addition to and shall not prejudice or be prejudiced by any other security right remedy or lien which the Security Trustee may now or at any time hereafter have or hold for all or any of the monies and liabilities covenanted to be paid or discharged under these presents.

27 VARIATION

The Security Trustee may in its discretion grant time or other indulgence or make any other arrangement variation or release with any person or persons (whether or not party hereto and whether or not such person or persons is or are jointly and/or severally liable with the Borrower) in respect of any of the monies and other amounts hereby secured or of any other security therefor without prejudice either to this security or to the liability of the Borrower for the Secured Liabilities.

28 BENEFIT OF CHARGE

This Deed shall remain enforceable valid and binding for all purposes notwithstanding any change in the name of the Security Trustee or its absorption of or by or its amalgamation or consolidation with any other company or other body or any change in the constitution of the Security Trustee its successors or assigns or the company by which the business of the Security Trustee may from time to time be carried on and shall be available to such successors, assigns or company carrying on that business for the time being.

29 COUNTERPARTS

This Deed may be executed in any number of counterparts and all of such counterparts shall together be deemed to constitute one and the same instrument.

30 NOTICES

Any notice or demand by the Security Trustee shall be in writing signed by any official of the Security Trustee and may be served by delivering the same to the Borrower or by first class letter post addressed to the Borrower at the address last known to the Security Trustee or to the registered office of the Borrower and a demand or notice so addressed and posted shall be deemed to have been served upon the addressee at 10.00 am the next succeeding day (or if such day be a Sunday or any other day upon which no delivery of letters is generally made at or before 10.00 am the next succeeding day upon which a delivery of post is so made) after it has been posted and shall be effective notwithstanding that it be returned undelivered.

31 GOVERNING LAW AND JURISDICTION

This Deed, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law and the parties hereto hereby submit to the non-exclusive jurisdiction of the Supreme Court of England.

IN WITNESS whereof the Borrower has executed this Deed as its Deed the day and year first above written.

SCHEDULE 1 - THE RELEVANT AGREEMENTS

- 1 Loan Agreement dated on or around the date of this Deed and entered into between (1) H.T.C. Plant Limited and (2) the Borrower relating to the advance of a loan by the Borrower to H.T.C. Plant Limited.
- 2 Debenture dated on or around the date of the date of this Deed entered into between (1) the Borrower and (2) H.T.C. Plant Limited.

SCHEDULE 2 – FORM OF NOTICE AND ACKNOWLEDGEMENT

(Form of notice and acknowledgement of assignment of Relevant Agreements and related guarantees/security)

Notice of Assignment

To: [name and address of party to [Relevant Agreement]][guarantee/security relating to Relevant Agreement]]

Dated: [***]

Dear Sirs

The agreement described in the attached schedule (Agreement)

We, [*****] (the **Company**), hereby notify you that we have assigned to [*****] (the **Security Trustee**) all our right, title and interest in and to the Agreement.

1 Please note that:

- (a) our duties and obligations arising under or in respect of the Agreement have not been novated and accordingly we are still responsible to you for all such duties and obligations as set out in the Agreement;
- (b) neither the assignment nor this notice releases, discharges or otherwise affects your liability and/or obligations under or in respect of the Agreement;
- (c) henceforth we may not, without the prior written consent of the Security Trustee, agree to terminate, amend or waive any provision of the Agreement nor consent or agree to any waiver of release of any of your obligations under the Agreement;
- (d) subject to the foregoing (and paragraph 2 below) you may continue to deal with us in relation to the Agreement until you receive notice from the Security Trustee that an Event of Default has occurred and is continuing. Thereafter, we will cease to have any right to deal with you in relation to the Agreement and you must deal directly with the Security Trustee.

2 We hereby irrevocably and unconditionally authorise and instruct you:

- (a) to disclose to the Security Trustee such information in relation the Agreement as the Security Trustee may from time to time request without notice or reference to, or further authority from us;

(b) following receipt by you of a written notice from the Security Trustee that an Event of Default has occurred and is continuing:

- (i) without notice or reference to, or further authority from us and without enquiring as to the justification or the validity of those instructions, to comply only with any instructions from time to time received by you from the Security Trustee relating to the Agreement and any rights under or in connection with the Agreement; and
- (ii) to pay all sums payable by you to us under, pursuant to or in connection with the Agreement directly to the Security Trustee at such account as it may specify.

3 Henceforth the above instructions may not be varied save with the written consent of the Security Trustee.

Please confirm your acknowledgement of this Notice by signing the enclosed acknowledgement and by returning the same to Endless LLP, 3 Whitehall Quay, Leeds, West Yorkshire LS1 4BF (Ref: [*****]) marked for the attention of [*****].

The provisions of this notice (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

Yours faithfully

Sign

Print

Director, for and on behalf of [*****]

THE SCHEDULE

The Agreement

Date	Parties	Description

[to be included on copy notice]

Form of Acknowledgement

To: Endless LLP, 3 Whitehall Quay, Leeds, West Yorkshire LS1 4BF (Ref: [*****]); and

Attn – [*****]

Cc: [*****]

[*****]

Attn – [*****]

We acknowledge receipt of the notice of assignment (**Notice**) of which the enclosed is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement. We confirm that:

- (a) we have noted the contents of the said Notice;
- (b) we shall act in accordance with the Notice and following receipt from the Security Trustee of notice that an Event of Default has occurred and is continuing we shall hold on trust for and promptly remit to the Security Trustee any sums due to the Company under or pursuant to the Agreement from time to time;
- (c) there has been no amendment, waiver or release of any rights or interests in the Agreement since the date of the Agreement;
- (d) we will not agree to any amendment, waiver or release of any provision of the Agreement without the prior written consent of the Security Trustee;
- (e) as at the date of this acknowledgement we have not received any notice of assignment or charge of the Company's interest in the Agreement in favour of any other person;

- (f) as at the date of this acknowledgement, we are not aware of any breach by the Company of the terms of the Agreement;
- (g) we do not have and have not claimed or exercised any right or claim against the Company or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to the Agreement;
- (h) we acknowledge and agree that the Security Trustee has no obligations or liabilities or duties to us under the Agreement or otherwise (and whether before or after the date of this acknowledgement); and
- (i) we acknowledge that the instructions referred to in the Notice may not be altered without the Security Trustee's written consent.

The provisions of this acknowledgement (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

Signed: _____

Print:

for and on behalf of [*counterparty to Relevant Agreement*]

Dated:

EXECUTED and DELIVERED as a DEED)
by a director of)
P.C. HARRINGTON HOLDINGS)
LIMITED)
in the presence of:



Witness signature



Witness name *JACK IRWIN*

Witness address ...



Witness occupation



SIGNED for and on behalf of)

THE SECURITY TRUSTEE by:)

.....[Member][Attorney])

Notice Details

Address: 3 Whitehall Quay
Leeds
West Yorkshire
LS1 4BF

Fax No: 0845 280 2411

Telephone No: 0113 210 4000

Attention: []