



Registration of a Charge

Company name: **GRMA-PARDUS WEALTH LIMITED**

Company number: **11285519**



X9B8FOOY

Received for Electronic Filing: **11/08/2020**

Details of Charge

Date of creation: **10/08/2020**

Charge code: **1128 5519 0001**

Persons entitled: **PARDUS FIXED INCOME BOND COMPANY PLC**

Brief description: **ALL INTERESTS AND ESTATES IN FREEHOLD OR LEASEHOLD PROPERTY; ALL PRESENT AND FUTURE RIGHTS, LICENCES, GUARANTEES, RENTS, DEPOSITS, CONTRACTS, COVENANTS AND WARRANTIES RELATING TO EACH PROPERTY; PRESENT AND FUTURE GOODWILL; UNCALLED CAPITAL; EQUIPMENT; INTELLECTUAL PROPERTY; AND INVESTMENTS, TOGETHER WITH ALL RELATED RIGHTS OWNED BY THE COMPANY AS PER THE DEBENTURE DATED 10.08.2020.**

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CHRISTOPHER AXFORD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11285519

Charge code: 1128 5519 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th August 2020 and created by GRMA-PARDUS WEALTH LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th August 2020 .

Given at Companies House, Cardiff on 12th August 2020

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated

10 August

2020

(1) PARDUS FIXED INCOME BOND COMPANY PLC

(2) GRMA PARDUS WEALTH LIMITED

DEBENTURE

DRUCES
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THIS DEED is dated 10 August 2020

PARTIES

- (1) **GRMA-PARDUS WEALTH LIMITED**, a company incorporated in England and Wales with company registration number 11285519 whose registered office is at 80-83 Long Lane, London EC1A 9ET ("**Chargor**")
- (2) **PARDUS FIXED INCOME BOND COMPANY PLC**, a company incorporated in England and Wales with company registration number 11313361 whose registered office is at 80-83 Long Lane, London EC1A 9ET

(the "**Chargee**")

BACKGROUND

- (A) The Chargor has, under a Collateral Management Agreement dated April 2019, agreed to enter into and act on behalf of the Chargee in connection with the implementation of a trading strategy for contract arbitrage.
- (B) Pursuant to that arrangement the Chargor will owe the Secured Liabilities from time to time, and acknowledges that the principal sums advanced have been procured from investors under the Programme instigated by the Chargee.
- (C) Under this Deed, the Chargor provides security to the Chargee for the Secured Liabilities.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this Deed:

Administrator: an administrator appointed to manage the affairs, business and property of the Chargor pursuant to clause 11.7.

Bonds: means secured limited recourse bonds issued under the Programme up to a maximum nominal amount of £50,000,000.

Bondholders: a registered holder of Bonds.

Business Day:	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business
Collateral Management Agreement:	the collateral management agreement executed as a deed by the Chargor and the Chargee dated on or about the date hereof.
Delegate:	any person appointed by the Chargee or any Receiver pursuant to clause 16 and any person appointed as attorney of the Chargee, Receiver or Delegate.
Designated Account:	any account of the Chargor nominated by the Chargee as a designated account for the purposes of this Deed.
Event of Default:	has the meaning given to that expression in the Collateral Management Agreement .
Financial Collateral Regulations:	the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226).
Insurance Policy:	each contract and policy of insurance effected or maintained by the Chargor from time to time in respect of its assets or business (including, without limitation, any contract or policy of insurance relating to the Properties or the Equipment).
Intellectual Property:	any Chargor's present and future patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Instrument:	the bond instrument executed as a deed by the Chargee constituting the Bonds under the Programme on or about the date hereof.
Investments:	all present and future certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for

the time being owned (at law or in equity) by any Chargor, including any:

- a. dividend, interest or other distribution paid or payable in relation to any of them; and
- b. right, money, shares or property accruing, offered or issued at any time in relation to any of them by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.

Receiver: a receiver, receiver and manager or administrative receiver of any or all of the Secured Assets appointed by the Chargee under clause 14.

Secured Assets: in relation to a Chargor all the assets, property and undertaking of that Chargor for the time being subject to the Security created by, or pursuant to, this Deed (and references to the Secured Assets shall include references to any part of them).

Secured Liabilities: all present and future monies, obligations and liabilities of the Chargor and all of its obligations under the Collateral Management Agreement, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Instrument or this Deed (including, without limitation, those arising under clause 27.3.2), together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities.

Security: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

Security Period: the period starting on the date of this Deed and ending on the date on which the Chargee is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

1.2 Interpretation

In this Deed:

- 1.2.1 clause, Schedule and paragraph headings shall not affect the interpretation of this Deed;
- 1.2.2 a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- 1.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.4 unless the context otherwise requires, a reference to one gender shall include a reference to the other gender;
- 1.2.5 a reference to a Party shall include that Party's successors, permitted assigns and permitted transferees and this Deed shall be binding on, and enure to the benefit of, the Parties to this Deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- 1.2.6 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.7 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.8 a reference to **writing** or **written** includes email;
- 1.2.9 an obligation on a Party not to do something includes an obligation not to allow that thing to be done;
- 1.2.10 a reference to **this Deed** (or any provision of it) or to any other agreement or document referred to in this Deed is a reference to this Deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Deed) from time to time;
- 1.2.11 unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this Deed and a reference to a paragraph is to a paragraph of the relevant Schedule;

- 1.2.12 any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.2.13 a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);
- 1.2.14 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.15 a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.16 a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived;
- 1.2.17 a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- 1.2.18 a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3 **Clawback**

If the Chargee considers that an amount paid by any Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of such Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

1.4 **Nature of security over real property**

A reference in this Deed to a charge or mortgage of or over any Property includes:

- 1.4.1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) that are situated on or form part of that Property at any time;
- 1.4.2 the proceeds of the sale of any part of that Property and any other monies paid or payable in respect of or in connection with that Property;

1.4.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of any Chargor in respect of that Property, and any monies paid or payable in respect of those covenants; and

1.4.4 all rights under any licence, agreement for sale or agreement for lease in respect of that Property.

1.5 **Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Instrument and of any side letters between any Parties in relation to the Instrument are incorporated into this Deed.

1.6 **Perpetuity period**

If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.7 **Schedules**

The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.

2. **COVENANT TO PAY**

Each Chargor shall pay to the Chargee (on behalf of the Bondholders) and discharge the Secured Liabilities when they become due.

3. **GRANT OF SECURITY**

3.1 **Fixed charges**

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Chargee by way of first fixed charge:

3.1.1 all Properties acquired by such Chargor in the future;

3.1.2 all present and future interests of such Chargor not effectively mortgaged or charged under the preceding provisions of this clause 3.1 in, or over, freehold or leasehold property;

3.1.3 all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;

- 3.1.4 all licences, consents and authorisations (statutory or otherwise) held or required in connection with such Chargor's business or the use of any Secured Asset, and all rights in connection with them;
- 3.1.5 all its present and future goodwill;
- 3.1.6 all its uncalled capital;
- 3.1.7 all the Equipment;
- 3.1.8 all the Intellectual Property;
- 3.1.9 all the Investments;
- 3.1.10 all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest);
- 3.1.11 all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy, to the extent not effectively assigned under clause 3.2; and
- 3.1.12 all its rights in respect of all agreements, instruments and rights relating to the Secured Assets, to the extent not effectively assigned under clause 3.2.

3.2 **Assignment**

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee assigns to the Chargee absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:

- 3.2.1 all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy; and
- 3.2.2 the benefit of all agreements, instruments and rights relating to the Secured Assets, including (but without limiting the generality of the foregoing) any Licences of Secured Assets granted to the Company.

3.3 **Floating charge**

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Chargee, by way of first floating charge, all the undertaking, property, assets and rights of such Chargor at any time not effectively mortgaged, charged or assigned pursuant to clause 3.1 to clause 3.2 inclusive.

3.4 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.3.

3.5 Automatic crystallisation of floating charge

The floating charge created by clause 3.3 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:

3.5.1 any Chargor:

3.5.1.1 creates, or attempts to create, without the prior written consent of the Chargee, Security or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this Deed);
or

3.5.1.2 disposes, or attempts to dispose of, without the prior written consent of the Chargee, all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised);

3.5.2 any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets;
or

3.5.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of any Chargor.

3.6 Crystallisation of floating charge by notice

The Chargee may, in its sole discretion, by written notice to the relevant Chargor, convert the floating charge created under this Deed into a fixed charge as regards any part of the Secured Assets specified by the Chargee in that notice if:

3.6.1 an Event of Default occurs and is continuing; or

3.6.2 the Chargee considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

3.7 **Assets acquired after any floating charge has crystallised**

Any asset acquired by any Chargor after any crystallisation of the floating charge created under this Deed that, but for that crystallisation, would be subject to a floating charge under this Deed, shall (unless the Chargee confirms otherwise to such Chargor in writing) be charged to the Chargee by way of first fixed charge.

4. **LIABILITY OF THE CHARGORS**

4.1 **Liability not discharged**

Each Chargor's liability under this Deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

4.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Chargee that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;

4.1.2 the Chargee renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or

4.1.3 any other act or omission that, but for this clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of such Chargor.

4.2 **Immediate recourse**

Each Chargor waives any right it may have to require the Chargee to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Deed against such Chargor.

5. **REPRESENTATIONS AND WARRANTIES**

5.1 **Representations and warranties**

Each Chargor makes the representations and warranties set out in this clause **Error! Reference source not found.** to the Chargee.

5.2 **Ownership of Secured Assets**

The Chargor is the sole legal and beneficial owner of the Secured Assets.

5.3 No Security

The Secured Assets are free from any Security other than the Security created by this Deed.

5.4 No adverse claims

The Chargor has not received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.

5.5 No adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Secured Assets.

5.6 No breach of laws

There is no breach of any law or regulation that materially and adversely affects the Secured Assets.

5.7 No interference in enjoyment

No facility necessary for the enjoyment and use of the Secured Assets is subject to terms entitling any person to terminate or curtail its use.

5.8 No overriding interests

Nothing has arisen, has been created or is subsisting, that would be an overriding interest in any Property.

5.9 Avoidance of security

No Security expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Chargor or otherwise.

5.10 No prohibitions or breaches

There is no prohibition on assignment in any Insurance Policy or Relevant Agreement and the entry into this Deed by the Chargor does not, and will not, constitute a breach of any Insurance Policy, Relevant Agreement or any other agreement or instrument binding on the Chargor or its assets.

5.11 Environmental compliance

The Chargor has, at all times, complied in all material respects with all applicable Environmental Law and Environmental Licences.

5.12 Enforceable security

This Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Chargor, and is, and will continue to be, effective security over all and every part of the Secured Assets in accordance with its terms.

5.13 Times for making representations and warranties

The representations and warranties set out in clause 5.2 to clause 5.12 are made by each Chargor on the date of this Deed and are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

6. GENERAL COVENANTS

6.1 Negative pledge and disposal restrictions

Each Chargor shall not at any time, except with the prior written consent of the Chargee:

- 6.1.1 create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this Deed;
- 6.1.2 sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge); or
- 6.1.3 create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.

6.2 Preservation of Secured Assets

Each Chargor shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Chargee, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this Deed.

6.3 Compliance with laws and regulations

- 6.3.1 Each Chargor shall not, without the Chargee's prior written consent, use or permit the Secured Assets to be used in any way contrary to law.

6.3.2 Each Chargor shall:

6.3.2.1 comply with the requirements of any law and regulation relating to or affecting the Secured Assets or the use of it or any part of them;

6.3.2.2 obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Secured Assets or their use or that are necessary to preserve, maintain or renew any Secured Asset; and

6.3.2.3 promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Secured Assets.

6.4 **Enforcement of rights**

Each Chargor shall use its reasonable endeavours to:

6.4.1 procure the prompt observance and performance of the covenants and other obligations imposed on such Chargor's counterparties (including each counterparty in respect of a Relevant Agreement and each insurer in respect of an Insurance Policy); and

6.4.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets that the Chargee may require from time to time.

6.5 **Notice of misrepresentation and breaches**

Each Chargor shall, promptly on becoming aware of any of the same, notify the Chargee in writing of:

6.5.1 any representation or warranty set out in clause **Error! Reference source not found.** which is incorrect or misleading in any material respect when made or deemed to be repeated; and

6.5.2 any breach of any covenant set out in this Deed.

6.6 **Title documents**

Each Chargor shall, as so required by the Chargee, deposit with the Chargee and the Chargee shall, for the duration of this Deed be entitled to hold:

6.6.1 all deeds and documents of title relating to the Secured Assets that are in the possession or control of such Chargor (and if these are not within the possession or control of such Chargor, the Chargor undertakes to obtain possession of all these deeds and documents of title);

6.6.2 all Insurance Policies and any other insurance policies relating to any of the Secured Assets that such Chargor is entitled to possess; and

6.7 Insurance

6.7.1 Each Chargor shall insure and keep insured (or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, either procure that the landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured) the Secured Assets against:

6.7.1.1 loss or damage by fire or terrorist acts, including any third party liability arising from such acts;

6.7.1.2 other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as such Chargor; and

6.7.1.3 any other risk, perils and contingencies as the Chargee may reasonably require.

6.7.2 Any such insurance must be with an insurance company or underwriters, and on such terms, as are reasonably acceptable to the Chargee, and must include property owners' public liability and third party liability insurance and be for not less than the replacement value of the relevant Secured Assets (meaning in the case of any premises on any Property, the total cost of entirely rebuilding, reinstating or replacing the premises in the event of their being destroyed, together with architects', surveyors', engineers' and other professional fees and charges for shoring or propping up, demolition, site clearance and reinstatement with adequate allowance for inflation) and, in the case of any Property, loss of rents payable by the tenants or other occupiers of any Property for a period of at least five years, including provision for increases in rent during the period of insurance.

6.7.3 Each Chargor shall, if requested by the Chargee, produce to the Chargee each policy, certificate or cover note relating to the insurance required by clause 6.7.1 (or where, in the case of any leasehold property, that

insurance is effected by the landlord, such evidence of insurance as such Chargor is entitled to obtain from the landlord under the terms of the relevant lease).

6.7.4 Each Chargor shall, if requested by the Chargee, procure that a note of the Chargee's interest is endorsed upon each Insurance Policy (other than public liability and third party liability insurances) maintained by it or any person on its behalf in accordance with clause 6.7.1 but without the Chargee having any liability for any premium in relation to those Insurance Policies unless it has expressly and specifically requested to be made liable in respect of any increase in premium or unpaid premium in respect of any Insurance Policy.

6.7.5 Each Chargor shall ensure that each Insurance Policy contains:

6.7.5.1 a loss payee clause under which the Chargee is named as first loss payee (other than in respect of any claim under any public liability and third party liability insurances);

6.7.5.2 terms ensuring that it cannot be avoided or vitiated as against the Chargee by reason of the act or default of any other insured party or any misrepresentation, non-disclosure or failure to make a fair presentation of risk by any other insured party;

6.7.5.3 a waiver of each insurer's rights of subrogation against such Chargor, the Chargee and the tenants of any Property other than any such rights arising in connection with any fraud or criminal offence committed by any of those persons in respect of any Property or any Insurance Policy; and

6.7.5.4 terms ensuring that no insurer can repudiate, rescind or cancel it, treat it as avoided in whole or in part nor treat it as expired due to non-payment of premium without giving at least 30 days' prior written notice to the Chargee.

6.8 **Insurance premiums**

Each Chargor shall:

6.8.1 promptly pay all premiums in respect of each insurance policy maintained by it in accordance with clause 6.7.1 and do all other things necessary to keep that policy in full force and effect; and

6.8.2 (if the Chargee so requires) give to the Chargee copies of the receipts for all premiums and other payments necessary for effecting and keeping up each insurance policy maintained by it in accordance with clause 6.7.1 (or where, in the case of leasehold property, insurance is effected by the landlord, such evidence of the payment of premiums as such Chargor is entitled to obtain from the landlord under the terms of the relevant lease).

6.9 No invalidation of insurance

Each Chargor shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any insurance policy maintained by it in accordance with clause 6.7.1.

6.10 Proceeds of insurance policies

All monies payable under any insurance policy maintained by it in accordance with clause 6.7.1 at any time (whether or not the security constituted by this Deed has become enforceable) shall be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or, after the security constituted by this Deed has become enforceable and if the Chargee so directs, in or towards discharge or reduction of the Secured Liabilities.

6.11 Notices to be given by the Chargors

Each Chargor shall:

6.11.1 on the execution of this Deed and as so requested by the Lender from time to time:

6.11.1.1 give notice to each counterparty to a Relevant Agreement in the form set out in Schedule 1 of Schedule 1; and

6.11.1.2 procure that each counterparty provides to the Lender promptly an acknowledgement of the notice in the form set out in Appendix 1 -Part 2 - of Schedule 1;

6.11.2 on the execution of this Deed and as so requested by the Chargee from time to time:

6.11.2.1 give notice to each insurer under an Insurance Policy in the form set out in ; and

- 6.11.2.2 procure that each insurer provides to the Chargee promptly an acknowledgement of the notice in the form set out in Appendix 1 -Part 2 - of Schedule 2; and
- 6.11.3 on the execution of this Deed and as so requested by the Chargee from time to time:
 - 6.11.3.1 give notice to each bank, financial institution or other person (other than the Chargee) with whom such Chargor holds an account (including each Designated Account) in the form set out in Schedule 3 of Schedule 3; and
 - 6.11.3.2 procure that each such bank, financial institution or other person provides to the Chargee promptly an acknowledgement of the notice in the form of Schedule 3Part 2 - of Schedule 3.

6.12 **Information**

Each Chargor shall:

- 6.12.1 give the Chargee such information concerning the location, condition, use and operation of the Secured Assets as the Chargee may require;
- 6.12.2 permit any persons designated by the Chargee and any Receiver to enter on its premises and inspect and examine any Secured Asset, and the records relating to that Secured Asset, at all reasonable times and on reasonable prior notice; and
- 6.12.3 promptly notify the Chargee in writing of any action, claim, notice or demand made by or against it in connection with all or any part of a Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim, notice or demand, together with, in each case, such Chargor's proposals for settling, liquidating, compounding or contesting any such action, claim, notice or demand and shall, subject to the Chargee's prior approval, implement those proposals at its own expense.

6.13 **Payment of outgoings**

Each Chargor shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Secured Assets and, on demand, produce evidence of payment to the Chargee.

6.14 Appointment of accountants

6.14.1 Each Chargor shall:

6.14.1.1 at its own cost, if at any time so required by the Chargee, appoint an accountant or firm of accountants nominated by the Chargee to investigate the financial affairs of such Chargor and report to the Chargee; and

6.14.1.2 co-operate fully with any accountants so appointed and immediately provide those accountants with all information requested.

6.14.2 Each Chargor authorises the Chargee to make an appointment as it shall think fit at any time, without further authority from such Chargor. In every case, such Chargor shall pay, or reimburse the Chargee for, the fees and expenses of those accountants.

7. RELEVANT AGREEMENTS COVENANTS

7.1 Relevant Agreements

7.1.1 Each Chargor shall, unless the Chargee agrees otherwise in writing, comply with the terms of any Relevant Agreement and any other document, agreement or arrangement comprising the Secured Assets (other than the Insurance Policies).

7.1.2 Each Chargor shall not, unless the Chargee agrees otherwise in writing:

7.1.2.1 amend or vary or agree to any change in, or waive any requirement of;

7.1.2.2 settle, compromise, terminate, rescind or discharge (except by performance); or

7.1.2.3 abandon, waive, dismiss, release or discharge any action, claim or proceedings against any counterparty to a Relevant Agreement or other person in connection with,

any Relevant Agreement or any other document, agreement or arrangement comprising the Secured Assets (other than the Insurance Policies).

8. INTELLECTUAL PROPERTY COVENANTS

8.1 Preservation of rights

Each Chargor shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation) by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings.

8.2 Registration of Intellectual Property

Each Chargor shall use all reasonable efforts to register applications for the registration of any Intellectual Property, and shall keep the Chargee informed of all matters relating to each such registration.

8.3 Maintenance of Intellectual Property

Each Chargor shall not permit any Intellectual Property to be abandoned, cancelled or to lapse.

9. POWERS OF THE CHARGEЕ

9.1 Power to remedy

9.1.1 The Chargee shall be entitled (but shall not be obliged) to remedy, at any time, a breach by any Chargor of any of its obligations contained in this Deed.

9.1.2 Each Chargor irrevocably authorises the Chargee and its agents to do all things that are necessary or desirable for that purpose.

9.1.3 Any monies expended by the Chargee in remedying a breach by any Chargor of its obligations contained in this Deed shall be reimbursed by such Chargor to the Chargee on a full indemnity basis and shall carry interest in accordance with clause 16.1.

9.2 Exercise of rights

9.2.1 The rights of the Chargee under clause 9.1 are without prejudice to any other rights of the Chargee under this Deed.

9.2.2 The exercise of any rights of the Chargee under this Deed shall not make the Chargee liable to account as a mortgagee in possession.

9.3 Power to dispose of chattels

9.3.1 At any time after the security constituted by this Deed has become enforceable, the Chargee or any Receiver may, as agent for any Chargor, dispose of any chattels or produce found on any Property.

- 9.3.2 Without prejudice to any obligation to account for the proceeds of any disposal made under clause 9.3.1, each Chargor shall indemnify the Chargee and any Receiver against any liability arising from any disposal made under clause 9.3.1.

9.4 Trustee has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this Deed on a Receiver may, after the security constituted by this Deed has become enforceable, be exercised by the Chargee in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

9.5 Conversion of currency

- 9.5.1 For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Chargee may convert any monies received, recovered or realised by it under this Deed (including the proceeds of any previous conversion under this clause 9.5) from their existing currencies of denomination into any other currencies of denomination that the Chargee may think fit.
- 9.5.2 Any such conversion shall be effected at Allied Irish Bank's then prevailing spot selling rate of exchange for such other currency against the existing currency.
- 9.5.3 Each reference in this clause 9.5 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

9.6 Indulgence

The Chargee may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a Party to this Deed (whether or not any such person is jointly liable with any Chargor) in respect of any of the Secured Liabilities, or of any other security for them without prejudice either to this Deed or to the liability of each Chargor for the Secured Liabilities.

9.7 Appointment of an Administrator

- 9.7.1 The Chargee may, without notice to the relevant Chargor, appoint any one or more persons to be an Administrator of such Chargor pursuant to

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this Deed becomes enforceable.

9.7.2 Any appointment under this clause 9.7 shall:

9.7.2.1 be in writing signed by a duly authorised signatory of the Chargee; and

9.7.2.2 take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.

9.7.3 The Chargee may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 9.7 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

10. **WHEN SECURITY BECOMES ENFORCEABLE**

10.1 **Security becomes enforceable on Event of Default**

The security constituted by this Deed shall become immediately enforceable if an Event of Default occurs.

10.2 **Discretion**

After the security constituted by this Deed has become enforceable, the Chargee may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets.

11. **ENFORCEMENT OF SECURITY**

11.1 **Enforcement powers**

11.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.

11.1.2 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Deed) shall be immediately exercisable at any time after the security constituted by this Deed has become enforceable under clause 10.1.

11.1.3 Section 103 of the LPA 1925 does not apply to the security constituted by this Deed.

11.2 Extension of statutory powers of leasing

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Chargee and any Receiver, at any time after the security constituted by this Deed has become enforceable, whether in its own name or in that of the relevant Chargor, to:

- 11.2.1 grant a lease or agreement to lease;
- 11.2.2 accept surrenders of leases; or
- 11.2.3 grant any option of the whole or any part of the Secured Assets with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of such Chargor, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Chargee or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

11.3 Access on enforcement

- 11.3.1 At any time after the Chargee has demanded payment of the Secured Liabilities or if any Chargor defaults in the performance of its obligations under this Deed or the Instrument, each Chargor will allow the Chargee or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Secured Asset and for that purpose to enter on any premises where a Secured Asset is situated (or where the Chargee or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to such Chargor for, or by any reason of, that entry.
- 11.3.2 At all times, each Chargor shall use its reasonable endeavours to allow the Chargee or its Receiver access to any premises for the purpose of clause 11.3.1 (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

11.4 Prior Security

- 11.4.1 At any time after the security constituted by this Deed has become enforceable, or after any powers conferred by any Security having priority to this Deed shall have become exercisable, the Chargee may:

- 11.4.1.1 redeem that or any other prior Security;
- 11.4.1.2 procure the transfer of that Security to it; and
- 11.4.1.3 settle and pass any account of the holder of any prior Security.

11.4.2 The settlement and passing of any such account passed shall, in the absence of any manifest error, be conclusive and binding on the relevant Chargor. All monies paid by the Chargee to an encumbrancer in settlement of any of those accounts shall, as from its payment by the Chargee, be due from such Chargor to the Chargee on current account and shall bear interest at the default rate of interest specified in the Instrument and be secured as part of the Secured Liabilities.

11.5 **Protection of third parties**

No purchaser, mortgagee or other person dealing with the Chargee, any Receiver or Delegate shall be concerned to enquire:

- 11.5.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- 11.5.2 whether any power the Chargee, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- 11.5.3 how any money paid to the Chargee, any Receiver or any Delegate is to be applied.

11.6 **Privileges**

Each Receiver and the Chargee is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

11.7 **No liability as mortgagee in possession**

Neither the Chargee, any Receiver, any Delegate nor any Administrator shall be liable, by reason of entering into possession of a Secured Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Secured Assets for which a mortgagee in possession might be liable as such.

11.8 **Conclusive discharge to purchasers**

The receipt of the Chargee, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Chargee, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

12. **RECEIVER**

12.1 **Appointment**

At any time after the security constituted by this Deed has become enforceable, or at the request of the Chargors, the Chargee may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets.

12.2 **Removal**

The Chargee may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

12.3 **Remuneration**

The Chargee may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this Deed, to the extent not otherwise discharged.

12.4 **Power of appointment additional to statutory powers**

The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Chargee under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

12.5 **Power of appointment exercisable despite prior appointments**

The power to appoint a Receiver (whether conferred by this Deed or by statute) shall be, and remain, exercisable by the Chargee despite any prior appointment in respect of all or any part of the Secured Assets.

12.6 **Agent of the Chargors**

Any Receiver appointed by the Chargee under this Deed shall be the agent of the relevant Chargor and such Chargor shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until such Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Chargee.

13. **POWERS OF RECEIVER**

13.1 **General**

13.1.1 Any Receiver appointed by the Chargee under this Deed shall, in addition to the powers conferred on it by statute, have the powers set out in clause 13.2 to clause 15.22.

13.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing it states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

13.1.3 Any exercise by a Receiver of any of the powers given by clause **Error! Reference source not found.** may be on behalf of the relevant Chargor, the directors of such Chargor (in the case of the power contained in clause 15.15) or itself.

13.2 **Repair and develop Properties**

A Receiver may undertake or complete any works of repair, building or development on the Properties and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

13.3 **Surrender leases**

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting any Property and may grant any other interest or right over any Property on any terms, and subject to any conditions, that it thinks fit.

13.4 **Employ personnel and advisers**

A Receiver may provide services and employ or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers

on any terms, and subject to any conditions, that it thinks fit. A Receiver may discharge any such person or any such person appointed by the relevant Chargor.

13.5 Make VAT elections

A Receiver may make, exercise or revoke any value added tax option to tax as it thinks fit.

13.6 Remuneration

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by it) that the Chargee may prescribe or agree with it.

13.7 Realise Secured Assets

A Receiver may collect and get in the Secured Assets or any part of them in respect of which it is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights.

13.8 Manage or reconstruct a Chargor's business

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the relevant Chargor.

13.9 Dispose of Secured Assets

A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which it is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as it thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.

13.10 Sever fixtures and fittings

A Receiver may sever and sell separately any fixtures or fittings from any Property without the consent of the relevant Chargor.

13.11 Valid receipts

A Receiver may give valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.

13.12 **Make settlements**

A Receiver may make any arrangement, settlement or compromise between the relevant Chargor and any other person that it may think expedient.

13.13 **Bring proceedings**

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as it thinks fit.

13.14 **Improve the Equipment**

A Receiver may make substitutions of, or improvements to, the Equipment as it may think expedient.

13.15 **Make calls on Chargor members**

A Receiver may make calls conditionally or unconditionally on the members of the relevant Chargor in respect of uncalled capital with (for that purpose and for the purpose of enforcing payments of any calls so made) the same powers as are conferred by the articles of association of such Chargor on its directors in respect of calls authorised to be made by them.

13.16 **Insure**

A Receiver may, if it thinks fit, but without prejudice to the indemnity in clause **Error! Reference source not found.**, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the relevant Chargor under this Deed.

13.17 **Powers under the LPA 1925**

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if it had been duly appointed under the LPA 1925, and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

13.18 **Borrow**

A Receiver may, for any of the purposes authorised by this clause **Error! Reference source not found.**, raise money by borrowing from the Chargee (or from any other person) either unsecured or on the security of all or any of the Secured Assets in respect of which it is appointed on any terms that it thinks fit (including, if the Chargee consents, terms under which that security ranks in priority to this Deed).

13.19 **Redeem prior Security**

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the relevant Chargor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

13.20 **Delegation**

A Receiver may delegate his powers in accordance with this Deed.

13.21 **Absolute beneficial owner**

A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights it would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Secured Assets or any part of the Secured Assets.

13.22 **Incidental powers**

A Receiver may do any other acts and things that it:

- 13.22.1 may consider desirable or necessary for realising any of the Secured Assets;
- 13.22.2 may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this Deed or law; or
- 13.22.3 lawfully may or can do as agent for the relevant Chargor.

14. **DELEGATION**

14.1 **Delegation**

The Chargee or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person (a "Delegate") any right, power, authority or discretion conferred on it by this Deed (including the power of attorney granted under clause 18.1).

14.2 **Terms**

The Chargee and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

14.3 **Liability**

Neither the Chargee nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

15. **APPLICATION OF PROCEEDS**

15.1 **Order of application of proceeds**

All monies received by the Chargee, a Receiver or a Delegate pursuant to this Deed, after the security constituted by this Deed has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

- 15.1.1 in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Chargee (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this Deed, and of all remuneration due to any Receiver under or in connection with this Deed;
- 15.1.2 in or towards payment of or provision for the Secured Liabilities in any order and manner that the Chargee determines; and
- 15.1.3 in payment of the surplus (if any) to the Company or other person entitled to it.

15.2 **Appropriation**

Neither the Chargee, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

15.3 **Suspense account**

All monies received by the Chargee, a Receiver or a Delegate under this Deed:

- 15.3.1 may, at the discretion of the Chargee, Receiver or Delegate, be credited to any suspense or securities realised account;
- 15.3.2 shall bear interest, if any, at the rate agreed in writing between the Chargee and the Chargors; and
- 15.3.3 may be held in that account for so long as the Chargee, Receiver or Delegate thinks fit.

16. **COSTS AND INDEMNITY**

16.1 **Costs**

Each Chargor shall, promptly on demand, pay to, or reimburse, the Chargee and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Chargee, any Receiver or any Delegate in connection with:

- 16.1.1 this Deed or the Secured Assets;
- 16.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Chargee's, a Receiver's or a Delegate's rights under this Deed; or
- 16.1.3 taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding up or administration of the relevant Chargor) at the rate and in the manner specified in the Instrument.

16.2 **Indemnity**

Each Chargor shall indemnify the Chargee, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

- 16.2.1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Deed or by law in respect of the Secured Assets;
- 16.2.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Deed; or
- 16.2.3 any default or delay by such Chargor in performing any of its obligations under this Deed.

Any past or present employee or agent may enforce the terms of this clause 16.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

17. FURTHER ASSURANCE

17.1 Further assurance

Each Chargor shall, at its own expense, take whatever action the Chargee or any Receiver may reasonably require for:

- 17.1.1 creating, perfecting or protecting the security intended to be created by this Deed;
- 17.1.2 facilitating the realisation of any Secured Asset; or
- 17.1.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Chargee or any Receiver in respect of any Secured Asset,

including, without limitation (if the Chargee or Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Chargee or to its nominee) and the giving of any notice, order or direction and the making of any registration.

18. POWER OF ATTORNEY

18.1 Appointment of attorneys

By way of security, each Chargor irrevocably appoints the Chargee, every Receiver and every Delegate separately to be its attorney and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

- 18.1.1 such Chargor is required to execute and do under this Deed; or
- 18.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Deed or by law on the Chargee, any Receiver or any Delegate.

18.2 Ratification of acts of attorneys

Each Chargor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise,

of all or any of the rights, powers, authorities and discretions referred to in clause 18.1.

19. **RELEASE**

Subject to clause 25.3, on the expiry of the Security Period (but not otherwise), the Chargee shall, at the request and cost of the Chargors, take whatever action is necessary to:

19.1.1 release the Secured Assets from the security constituted by this Deed;
and

19.1.2 reassign the Secured Assets to the relevant Chargor.

20. **ASSIGNMENT AND TRANSFER**

20.1 **Assignment by Trustee**

20.1.1 At any time, without the consent of any Chargor, the Chargee may assign or transfer any or all of its rights and obligations under this Deed.

20.1.2 The Chargee may disclose to any actual or proposed assignee or transferee any information in its possession that relates to any Chargor, the Secured Assets and this Deed that the Chargee considers appropriate.

20.2 **Assignment by Chargor**

Each Chargor may not assign any of its rights, or transfer any of its rights or obligations, under this Deed.

20.3 **Exclusion of Chargors' right of set-off**

All payments made by any Chargor to the Chargee under this Deed shall be made in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

21. **AMENDMENTS, WAIVERS AND CONSENTS**

21.1 **Amendments**

No amendment of this Deed shall be effective unless it is in writing and signed by, or on behalf of, each Party (or its authorised representative).

21.2 **Waivers and consents**

21.2.1 A waiver of any right or remedy under this Deed or by law, or any consent given under this Deed, is only effective if given in writing by the waiving or consenting Party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the Party giving it from subsequently relying on the relevant provision.

21.2.2 A failure to exercise, or a delay in exercising, any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Deed. No single or partial exercise of any right or remedy provided under this Deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Deed by the Chargee shall be effective unless it is in writing.

21.3 **Rights and remedies**

The rights and remedies provided under this Deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

22. **SEVERANCE**

22.1 **Severance**

If any provision (or part of a provision) of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Deed.

23. **COUNTERPARTS**

23.1 **Counterparts**

23.1.1 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

23.1.2 Transmission of an executed counterpart of this Deed (but for the avoidance of doubt not just a signature page) by fax or email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed

counterpart of this Deed. If either method of delivery is adopted, without prejudice to the validity of the Deed thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

- 23.1.3 No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

24. **THIRD PARTY RIGHTS**

24.1 **Third party rights**

- 24.1.1 Except as expressly provided elsewhere in this Deed, a person who is not a Party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

- 24.1.2 The rights of the Parties to rescind or agree any amendment or waiver under this Deed are not subject to the consent of any other person.

25. **FURTHER PROVISIONS**

25.1 **Independent security**

The security constituted by this Deed shall be in addition to, and independent of, any other security or guarantee that the Chargee or the Bondholders may hold for any of the Secured Liabilities at any time. No prior security held by the Chargee over the whole or any part of the Secured Assets shall merge in the security created by this Deed.

25.2 **Continuing security**

The security constituted by this Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Chargee discharges this Deed in writing.

25.3 **Discharge conditional**

Any release, discharge or settlement between any Chargor and the Chargee shall be deemed conditional on no payment or security received by the Chargee in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to

any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

25.3.1 the Chargee or its nominee may retain this Deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Chargee deems necessary to provide the Chargee with security against any such avoidance, reduction or order for refund; and

25.3.2 the Chargee may recover the value or amount of such security or payment from such Chargor subsequently as if the release, discharge or settlement had not occurred.

25.4 **Certificates**

A certificate or determination by the Chargee as to any amount for the time being due from the Chargors under this Deed and the Instrument shall be, in the absence of any manifest error, conclusive evidence of the amount due.

25.5 **Consolidation**

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this Deed.

25.6 **Small company moratorium**

Notwithstanding anything to the contrary in this Deed, neither the obtaining of a moratorium by any Chargor under schedule A1 to the Insolvency Act 1986 nor the doing of anything by any Chargor with a view to obtaining such a moratorium (including any preliminary decision or investigation) shall be, or be construed as:

25.6.1 an event under this Deed which causes any floating charge created by this Deed to crystallise;

25.6.2 an event under this Deed which causes any restriction which would not otherwise apply to be imposed on the disposal of any property by such Chargor; or

25.6.3 a ground under this Deed for the appointment of a Receiver.

26. **NOTICES**

26.1 **Delivery**

Each notice or other communication required to be given to a Party under or in connection with this Deed shall be:

- 26.1.1 in writing;
- 26.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and
- 26.1.3 sent to:

- 26.1.3.1 the Chargors at:

- Attention:

- 26.1.3.2 the Chargee at:

- Attention:

- or to any other address or fax number as is notified in writing by one Party to the other from time to time.

26.2 **Receipt by Chargors**

Any notice or other communication that the Chargee gives to any Chargor shall be deemed to have been received:

- 26.2.1 if delivered by hand, at the time it is left at the relevant address; and
- 26.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting.

A notice or other communication given as described in clause 26.2.1 or clause 28.2.2 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

26.3 **Receipt by Trustee**

Any notice or other communication given to the Chargee shall be deemed to have been received only on actual receipt.

26.4 **No notice by email**

A notice or other communication given under or in connection with this Deed is not valid if sent by email.

27. **Governing law and jurisdiction**

27.1 **Governing law**

This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

27.2 **Jurisdiction**

Each Party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation. Nothing in this clause shall limit the right of the Chargee to take proceedings against any Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

27.3 **Other service**

Each Chargor irrevocably consents to any process in any legal action or proceedings under clause 27.2 being served on it in accordance with the provisions of this Deed relating to service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law.

This document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by PARDUS FIXED
INCOME BOND COMPANY PLC acting
by MICHAEL BOLD, a director Director
in the presence of:

Witness signature: [Signature]

Witness name: Sade Tinsillas

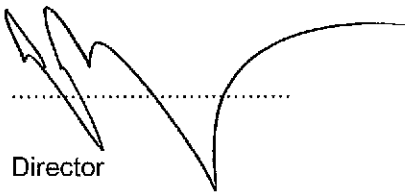
Witness address: ac Heritage court CH11RD

.....
Witness occupation:.....

Executed as a deed by GRMA-PARDUS

WEALTH LIMITED acting

by GREG BRUCE, a director


Director

in the presence of:

Witness signature: 

Witness name: LINDA CUNNINGHAM

Witness address: 6 ROLDAN MEWS, 17 HIGHT ST.

ROLDAN CN19 5EA

Witness occupation: OPS DIRECTOR

SCHEDULE 1- NOTICE AND ACKNOWLEDGEMENT - RELEVANT AGREEMENT

Part 1 - Form of notice

[On the letterhead of the Chargor]

[NAME OF COUNTERPARTY]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear [NAME OF ADDRESSEE],

Debenture dated [DATE] between [CHARGOR] and [TRUSTEE]

We refer to the [DESCRIBE RELEVANT AGREEMENT] (Contract).

This letter constitutes notice to you that under the Debenture [(a copy of which is attached)] we have [charged **OR** assigned, by way of security,] to [City Partnership (UK) Limited] (Trustee) all our rights in respect of the Contract.

We confirm that:

We will remain liable under the Contract to perform all the obligations assumed by us under the Contract.

None of the Chargee, any delegate appointed by the Chargee or any receiver will at any time be under any obligation or liability to you under or in respect of the Contract.

Neither the Debenture nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Contract.

Subject to the above, we will remain entitled to exercise all our rights, powers and discretions under the Contract and you may continue to deal with us in relation to the Contract and give notices under the Contract to us unless and until you receive written notice to the contrary from the Chargee. Thereafter, all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Chargee or as it directs and we will cease to have any right to deal with you in relation to the Contract and you must deal only with the Chargee.

Please note that we have agreed that we will not amend or waive any provision of or terminate the Contract without the prior written consent of the Chargee.

The instructions in this notice may only be revoked or amended with the prior written consent of the Chargee.

Please confirm that you agree to the terms of this notice, and to act in accordance with its provisions, by sending the attached acknowledgement to the Chargee at [ADDRESS OF TRUSTEE], with a copy to us.

This notice, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

Yours sincerely,

.....

[NAME OF CHARGOR]

Part 2 - Form of acknowledgement

[On the letterhead of the counterparty]

[NAME OF TRUSTEE]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear [NAME OF ADDRESSEE],

Debenture dated [DATE] between [CHARGOR] and [TRUSTEE]

We confirm receipt from [CHARGOR] (Chargor) of a notice (Notice) dated [DATE] of [a charge **OR** an assignment, by way of security,] of all the Chargor's rights under [DESCRIBE RELEVANT AGREEMENT] (Contract).

[Terms defined in the Notice shall have the same meaning when used in this acknowledgement.]

We confirm that:

We accept the confirmations and instructions contained in the Notice and agree to comply with the Notice.

There has been no amendment, waiver or release of any rights or interests in the Contract since the date of the Contract.

We will not cancel, avoid, release or otherwise allow the Contract to lapse without giving the Chargee at least 30 days' prior written notice.

We have not, as at the date of this acknowledgement, received notice that the Chargor has assigned its rights under the Contract to a third party, or created any other interest (whether by way of security or otherwise) in the Contract in favour of a third party.

The Chargee will not in any circumstances have any liability in relation to the Contract.

The Contract shall not be rendered void, voidable or unenforceable by reason of any non-disclosure by the Chargee.

This letter, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

Yours sincerely,

.....

[COUNTERPARTY]

SCHEDULE 2- NOTICE AND ACKNOWLEDGEMENT - INSURANCE POLICY

Part 1 - Form of notice

[On the letterhead of the Chargor]

[NAME OF INSURANCE COMPANY]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear [NAME OF ADDRESSEE],

Debenture dated [DATE] between [CHARGOR] and [TRUSTEE]

We refer to the [DESCRIBE INSURANCE POLICY AND SPECIFY ITS POLICY NUMBER] (Policy).

This letter constitutes notice to you that under the Debenture we have [charged **OR** assigned, by way of security,] to [TRUSTEE] (the Chargee) all our rights in respect of the Policy (including all claims and all returns of premium in connection with the Policy).

We irrevocably instruct and authorise you to:

Note the Chargee's interest on the Policy as first mortgagee and first loss payee..

Comply with the terms of any written instructions received by you from the Chargee relating to the Policy, without notice or reference to, or further authority from, us and without enquiring as to the justification or the validity of those instructions.

Hold all sums from time to time due and payable by you to us under the Policy to the order of the Chargee.

Pay, or release, all monies to which we are entitled under the Policy to the Chargee, or to such persons as the Chargee may direct.

Disclose information in relation to the Policy to the Chargee on request by the Chargee.

Neither the Debenture nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Policy.

Subject to the foregoing, you may continue to deal with us in relation to the Policy until you receive written notice to the contrary from the Chargee. Thereafter, we will cease to have any right to deal with you in relation to the Policy and you must deal only with the Chargee.

The instructions in this notice may only be revoked or amended with the prior written consent of the Chargee.

Please confirm that you agree to the terms of this notice and to act in accordance with its provisions by sending the attached acknowledgement to the Chargee at [ADDRESS OF TRUSTEE], with a copy to us.

This notice, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

Yours sincerely,

.....

[NAME OF CHARGOR]

Part 2 - Form of acknowledgement

[On the letterhead of the insurance company]

[NAME OF TRUSTEE]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear [NAME OF ADDRESSEE],

Debenture dated [DATE] between [CHARGOR] and [TRUSTEE]

We confirm receipt from [CHARGOR] (Chargor) of a notice (Notice) dated [DATE] of [a charge **OR** an assignment, by way of security,] of all the Chargor's rights under [DESCRIBE INSURANCE POLICY AND ITS NUMBER] (Policy).

Terms defined in the Notice shall have the same meaning when used in this acknowledgement.

We confirm that:

We accept the instructions and authorisations contained in the Notice and agree to comply with the Notice.

We have noted the Chargee's interest on the Policy as first mortgagee and first loss payee.

There has been no amendment, waiver or release of any rights or interests in the Policy since the date the Policy was issued.

We will not cancel, avoid, release or otherwise allow the Policy to lapse without giving the Chargee at least 30 days' prior written notice.

We have not, as at the date of this acknowledgement, received notice that the Chargor has assigned its rights under the Policy to a third party, or created any other interest (whether by way of security or otherwise) in the Policy in favour of a third party.

The Chargee will not in any circumstances be liable for the premiums in relation to the Policy.

The Policy shall not be rendered void, voidable or unenforceable by reason of any non-disclosure by the Chargee.

This letter, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation), shall be governed by and construed in accordance with the law of England and Wales.

Yours sincerely,

.....

[INSURER]

SCHEDULE 3- NOTICE AND ACKNOWLEDGEMENT - BANK ACCOUNT

Part 1 - Form of notice

[On the letterhead of the Chargor]

[BANK, FINANCIAL INSTITUTION OR OTHER PERSON]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear [NAME OF ADDRESSEE],

Debenture dated [DATE] between [CHARGOR] and [TRUSTEE]

This letter constitutes notice to you that under the Debenture [(a copy of which is attached)] we have charged, by way of first fixed charge, in favour of [TRUSTEE] (the Chargee) all monies from time to time standing to the credit of the account held with you and detailed below (the Account), together with all other rights and benefits accruing to or arising in connection with the Account (including, but not limited to, entitlements to interest):

Name of Account: [NAME OF ACCOUNT]

Sort code: [SORT CODE]

Account number: [ACCOUNT NUMBER]

We irrevocably instruct and authorise you to:

Disclose to the Chargee any information relating to the Account requested from you by the Chargee.

Comply with the terms of any written notice or instructions relating to the Account received by you from the Chargee.

Hold all sums from time to time standing to the credit of the Account to the order of the Chargee.

Pay or release all or any part of the monies standing to the credit of the Account in accordance with the written instructions of the Chargee.

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

We are not permitted to withdraw any amount from the Account without the prior written consent of the Chargee.

The instructions in this notice may only be revoked or amended with the prior written consent of the Chargee.

This notice, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

Please acknowledge receipt of this notice by sending the attached acknowledgement to the Chargee at [ADDRESS OF TRUSTEE], with a copy to us.

Yours sincerely,

Signed.....

[NAME OF CHARGOR]

Part 2 - Form of acknowledgement

[On the letterhead of the bank, financial institution or other person]

[TRUSTEE]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear [NAME OF ADDRESSEE],

Debenture dated [DATE] between [CHARGOR] and [TRUSTEE]

We confirm receipt from [CHARGOR] (the Chargor) of a notice (the Notice) dated [DATE] of a charge (on the terms of the Debenture) over all monies from time to time standing to the credit of the account detailed below (the Account), together with all other rights and benefits accruing to or arising in connection with the Account (including, but not limited to, entitlements to interest).

We confirm that we:

Accept the instructions contained in the Notice and agree to comply with the Notice.

[Will not permit any amount to be withdrawn from the Account without your prior written consent.]

Have not received notice of the interest of any third party in the Account.

Have neither claimed nor exercised, nor will claim or exercise any security interest, set-off, counter-claim or other right in respect of the Account.

The Account is:

Name of Account: [NAME OF ACCOUNT]

Sort code: [SORT CODE]

Account number: [ACCOUNT NUMBER]

This letter, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

Yours sincerely,

Signed.....

[NAME OF BANK, FINANCIAL INSTITUTION OR OTHER PERSON]