Companies House

MR01(ef)

Registration of a Charge

Company Name: **CUBE (YORKSHIRE) LTD**
Company Number: **06558096**

Received for filing in Electronic Format on the: **02/08/2023**

XC92A0FV

Details of Charge

Date of creation: **31/07/2023**

Charge code: **0655 8096 0011**

Persons entitled: **BARCLAYS SECURITY TRUSTEE LIMITED**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **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: **BARCLAYS SECURITY TRUSTEE LIMITED**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6558096

Charge code: 0655 8096 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st July 2023 and created by CUBE (YORKSHIRE) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd August 2023 .

Given at Companies House, Cardiff on 3rd August 2023

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

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Case Reference : 14750

Guarantee and Fixed and Floating Charge
by two or more companies

IMPORTANT – PLEASE READ THIS NOTE BEFORE THIS DEED IS EXECUTED

This deed is an important legal document. The Security Holder strongly recommends that the Companies and any Agent Company seek the advice a solicitor or other legal adviser before executing this deed.

- This is a guarantee and fixed and floating charge including fixed charges over the assets referred to in Clause 3.1.2 and a floating charge over the assets referred to in Clause 3.1.3.
- The Security Holder will hold this guarantee and fixed and floating charge as security for all debts and other liabilities owed to it by the Companies, including under the agreement to pay contained in Clause 2. This includes amounts owed to the Security Holder under the Agreement.
- Each Company's liabilities under this guarantee and fixed and floating charge will include any liabilities owed under any guarantee or indemnity which the Company has given to or may give to the Security Holder in the future.
- If any of the debts or liabilities secured by this guarantee and fixed and floating charge are not paid when due, the Security Holder can appoint a receiver, or take possession of the property and any of the assets charged by this guarantee and fixed and floating charge and sell them.
- This guarantee and fixed and floating charge is separate from and not limited by any other security or guarantee which each Company may have already given or may give to the Security Holder in the future.

The companies/LLPs executing this Guarantee & Fixed and Floating Charge understand that this document (including any attachments) will be available for inspection by any person upon application to Companies House

This deed of guarantee and fixed and floating charge is made on 31st July 2023
by each of you, the companies and the agent company named below ("Companies", and each, a "Company"):

Name of Company	Registered Number
Gold Plant Services Limited	08237277
Cube (Yorkshire) Ltd	06558096
Agriscape Engineering Ltd	09409854
Garnet Road Aggregate Recycling Limited	07705134

and by your agent named below:

Name of Agent Company	Registered Number

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BARCLAYS

Gold Plant Haulage Limited	12592353

In favour of Barclays Bank PLC, and Barclays Bank UK PLC as Guaranteed Parties and in favour of Barclays Security Trustee Limited (the "Security Trustee") acting in its capacity as security trustee for and on behalf of the Secured Parties (the "Security Holder") as security for the liabilities to us of each of you and the Agent.

By executing this deed, you each enter into the covenants, guarantees and agreements and create the charges set out in this deed.

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1. Definitions

In this deed, unless the context otherwise requires:

'Agent' means the company named as Agent on the front page of this deed and includes any successor appointed under clause 18.1;

'Agreement' means the sales finance agreement entered into between any of you and Barclays (as amended, varied, substituted or replaced from time to time);

'Assets' means, in relation to each of you, all your undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them;

'Barclays' means Barclays Bank PLC;

'Barclays Group' means Barclays PLC and each of its Subsidiaries;

'Debts' means any obligation due to you under a contract between you and a third party for the supply of goods or the provision of services or work done and materials supplied or hiring (including any tax or duty payable), whether present, future or contingent, and all its Related Rights; a Debt, where the context permits, includes part of such obligation or part of such Related Rights;

'Floating Charge Assets' means, in relation to each of you, those of your Assets that are for the time being comprised in the floating charge created by clause 3.1.3, but only insofar as concerns that floating charge;

'Group' means the Agent and each company which is now or in the future a subsidiary undertaking of the Agent or of the Agent's parent undertaking (as defined by section 1162 of the Companies Act 2006);

'Indebtedness' includes any obligation for the payment or repayment by any of you to us or any Secured Party of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any way whatsoever, including any liability (secured or unsecured) of yours to a third party which subsequently becomes payable to us or any Secured Party by assignment or otherwise and including principal, interest, commission, fees and other charges;

'Intellectual Property' means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and in each case, any extensions and renewals of, and any applications for, these rights;

'Intellectual Property Rights' means all and any of your Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clause 3.1.2(h);

'Land' includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenants' fixtures);

'Non-Vesting Debts' means all Debts which do not, for any reason, vest absolutely and effectively in Barclays from time to time together with the Related Rights to such Debts and the proceeds of related Rights;

'Other Debts' means all debts or monetary amounts owing to you now or in the future (including, without limitation, all sums owing by Barclays to you under the Agreement and all overpayments or other sums refundable to you by any person), excluding only Non-Vesting Debts, Debts purchased by Barclays under the Agreement (unless re-assigned or due to be re-assigned by Barclays to you) and debts owing to you on fluctuating accounts with your associates (as defined by section 1260(3) of the Companies Act 2006);

'Receivables' means, in relation to each of you, all sums of money receivable by you now or in the future consisting of or payable under or derived from any Assets referred to in clause 3.1.2;

'Receiver' means every person we appoint as a receiver and manager under clause 13, including any substituted receiver and manager;

'Related Rights' means in relation to any Debts or returned goods – any of the following:

- all your rights at law as an unpaid vendor or under a contract of sale but without any obligation on us to complete a contract of sale;
- the benefit of all insurances;
- all negotiable and non-negotiable instruments, all securities, bonds, guarantees and indemnities;
- all your rights to any ledger, computer or electronic data or materials or document recording or evidencing a Debt or its Related Rights; and
- all returned goods being goods relating to or purporting to comply with a contract of sale which any debtor shall for any reason:
    - reject or give notice of rejection; or
    - return or attempt to or wish to return to you or Barclays; or
    - which you or Barclays recovers from a debtor;

'Secured Party' means the Security Trustee for itself and each of the other of the Guaranteed Parties including any delegate, agent, attorney or co-trustee of the Security Trustee or other secured party or any receiver or receiver and manager or administrative receiver in respect of this deed or the Assets which are the subject of the Security Interest expressed to be created by this deed;

'Securities' means, in relation to each of you, all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than that one of you) and all other investments as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000:

- which now or in the future represent a holding in a subsidiary undertaking (as defined in section 1162 of the Companies Act 2006) or an undertaking which would be a subsidiary undertaking if in sub-section (2)(a) of that section "30 per cent or more" were substituted for "a majority"; or
- the certificates for which are now or in the future deposited by you with us or which, if uncertificated, are held in an escrow or other account in our favour or held in our name or that of our nominee or to our order;

including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise;

'Security Interest' 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;

'Sterling' and '£' mean the lawful currency for the time being of the United Kingdom;

'Subsidiary' means any subsidiary undertaking as defined in the Companies Act 2006;

'we', 'our', and 'us' refer to each of the Guaranteed Parties and/or the Security Holder severally and any or all such persons as the context permits or requires, and shall include a reference to such person's successors and permitted assigns and transferees; and

'you' and 'your' refer to each company named as a Company on the front page of this deed and the Agent named on the front page of this deed and any company which accedes as a party to this deed under clause 19 (with effect from the time of its accession) except that paragraph 1 of the first schedule applies to that schedule including any successors and permitted assigns and transferees.

references to the Agent, Barclays, any 'Company', any 'Guarantor' the 'Security Trustee' or any 'Secured Party' or any other person shall include references to their respective successors and permitted assigns or transferees.

the singular shall include the plural and vice versa and any reference to one gender shall include the other;

references to clauses (unless otherwise specified) are references to clauses of this deed;

the meaning of general words introduced by the word "other" shall not be limited by reference to any preceding word or enumeration indicating a particular class of acts matters or things;

reference to any statute or legislative provision shall be deemed to include any statutory or legislative modification, re-enactment or substitution of such statute or provision and where applicable any equivalent statute or legislation in another jurisdiction; and

the expression "receiver" shall mean a receiver and manager or a receiver.

2. Your covenant to pay

2.1 By executing this deed, each of you:

2.1.1 covenants to pay or discharge to us on our demand in writing all Indebtedness now or in the future due, owing or incurred (before or after that demand) by that one of you to us in any manner; and

2.1.2 covenants and guarantees that you will on our demand in writing pay or discharge all Indebtedness now or in the future due, owing or incurred (before or after that demand) by each of the others of you us in any manner (except as a guarantor under this deed),

including in each case all interest, commission, fees, charges, costs and expenses which we may charge to you in the course of our business or incur in respect of you or your affairs. The interest will be calculated and compounded in accordance with our usual practice, before and also after any demand or judgment.

2.2 As a separate and independent stipulation the undersigned agree with the Guaranteed Parties that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify each Guaranteed Party immediately on demand against any cost, claims, charges, expenses, losses or liability it incurs as a result of you not paying any or part of the Indebtedness which would, but for such unenforceability, invalidity or illegality, have been payable by it on the date when it would have been due. The amount payable by you under this Indemnity (meaning for the avoidance of doubt, that you are required to fully reimburse the relevant Guaranteed Party) will not exceed the amount you would have had to pay under this deed if the amount claimed had been recoverable on the basis of a guarantee.

2.3 The guarantee contained in clause 2.1.2 is given subject to, and with the benefit of, the provisions set out in the first schedule by each of you separately and also jointly with every other of you except the one guaranteed.

2.4 The making of one demand under this deed will not preclude our making any further demands.

3. The charges you create

3.1 By executing this guarantee and fixed and floating charge each Company charges to the Security Holder with full title guarantee with the payment or discharge of all Indebtedness:

3.1.1 by way of legal mortgage, all Land in England and Wales now vested in the Company and not registered at H.M. Land Registry;

3.1.2 by way of fixed charge:

a) all Land in England and Wales now vested in you and registered at H.M. Land Registry;

b) all other Land which is now, or in the future becomes, your property;

c) all plant and machinery now or in the future attached to any Land;

d) all rental and other income and all debts and claims which are due or owing to you now or in the future under or in connection with any lease, agreement or licence relating to Land;

e) all your Securities;

f) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting you;

- which relate to Assets themselves subject to a fixed charge in our favour; or
- which are now or in the future deposited by you with us;

together with all your rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them);

g) all your goodwill and uncalled share capital for the time being;

h) all your Intellectual Property, present and future, including any Intellectual Property to which you are not absolutely entitled or to which you are entitled together with others;
- the benefit of all agreements and licences now or in the future entered into or enjoyed by you relating to the use or exploitation of any Intellectual Property in any part of the world;
- all trade secrets, confidential information and know-how owned or enjoyed by you now or in the future in any part of the world;

i) all Non-Vesting Debts now or in the future owing to you;

j) all Other Debts which are not effectively charged by any other provision of this clause 3.1.2

k) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to you as security in respect of any Asset itself subject to a fixed charge in our favour;

l) all amounts realised by an administrator or liquidator appointed to you upon enforcement or execution of any order of the Court under Part VI of the Insolvency Act 1986.

3.1.3 by way of floating charge:

a) all your Assets present and future wherever they may be located which are not effectively charged by the fixed charges detailed above; and

b) without exception all your Assets insofar as they are situated for the time being in Scotland;

but in each case so that you shall not without our prior written consent:
- create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking pari passu with or subject to, this floating charge);
- take any other step referred to in clause 5.1 with respect to any of the Floating Charge Assets;
- sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.

3.2 The Security Holder may at any time crystallise the floating charge created in clause 3.1.3 into a fixed charge:

3.2.1 by notice. Subject to the Insolvency Act 1986, the Security Holder may by notice to the Company convert the floating charge created by this deed into specific charges as regards all or any of the Assets specified in the notice at any time. At any time after the floating charge created by this deed has been converted to specific charges, the Security Holder may by notice subsequently reconvert it into a floating charge by notice in writing; or

3.2.2 by automatic conversion. Subject to the Insolvency Act 1986 and Clause 3.20 below, the floating charges created by this deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted (without any notice) into fixed charges over the assets, rights and property of the Company:

(i) on the convening of any meeting of the members or directors of the Company to consider a resolution to winding-up the Company or put the Company into administration;
(ii) on a resolution being passed or an order being made for the winding-up, dissolution, administration or re-organisation of the Company;
(iii) on the appointment of a liquidator or an administrator (whether out of court or otherwise) to the Company;
(iv) on any person levying or attempting to levy any distress, execution or other process against any Assets of the Company;
(v) on the Company ceasing to carry on business or a substantial part of it or ceasing to be a going concern;
(vi) on the Company stopping making payments to its creditors or giving notice to creditors that it intends to stop payment;
(vii) on the Company creating or attempting to create a trust over any of the Assets;
(viii) on the holder of any other security interest whether ranking in priority to or pari passu with or after the charges and security contained in this deed or the Company appointing, requesting the appointment of, an

administrator, an administrative receiver, receiver, manager or receiver and manager in respect of the Company; or

(ix) any floating charge granted by the Company to any other person crystallising for any reason whatsoever.

3.3 The floating charges created pursuant to Clause 3.1.3 may not be converted into fixed charges solely by reason of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under Schedule A1 of the Insolvency Act 1986.

3.4 The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 3.1 above. It shall be implied in respect of Clauses 3.1 above that the Company is disposing of the Assets free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

3.5 Subject to the rights of any prior mortgagee, each Company must:

3.5.1 deposit with the Security Holder for our retention all title deeds and documents relating to all Assets charged by way of fixed charge under clause 3.1 including insurance and assurance policies;

3.5.2 execute and deliver to the Security Holder any documents and transfers the Security Holder requires at any time to constitute or perfect an equitable or legal charge or a pledge (at our option) over any Securities, including uncertificated Securities within any clearing, transfer, settlement and/or depositary system, and give any instructions and take any actions we may require to achieve this.

3.6 Unless and until this deed becomes enforceable or the Security Holder directs otherwise:

3.6.1 you may continue to exercise all voting and other rights attaching to Securities as long as you remain their registered owner;

3.6.2 if Securities are registered in our nominee's name, all voting and other rights attached to them will be exercised by the nominee in accordance with the instructions you issue from time to time. In the absence of instructions, the nominee will refrain from exercising any of these rights.

3.7 Any mortgage, fixed charge or other fixed security the Company creates in the Security Holder's favour will have priority over the floating charge created by clause 3.1.3 unless we state otherwise on or after its creation.

3.8 Any debentures, mortgages or charges (fixed or floating) which the Company creates in the future (except those in our favour) shall be expressed to be subject to this deed and shall rank in order of priority behind the charges created by this deed.

4. Collecting Non-Vesting Debts and Receivables

4.1 Each of you agree in favour of us that you will only deal with the Non-Vesting Debts as if they were Debts purchased by Barclays under the Agreement and in particular will not bank or deal with any payments in respect of the Non-Vesting Debts except in accordance with the Agreement.

4.2 Each of you undertake in favour of us that you will collect and realise all your Receivables and immediately on receipt pay all money which you receive in respect of them into any bank account of yours with any member of the Barclays Group, or into any other account designated by us, in each case on such terms as we may direct. Pending that payment, each of you will hold all money so received upon trust for us separate from your own money.

4.3 None of you may, without our prior written consent of, charge, factor, discount, assign, postpone, subordinate or waive your rights in respect of any Receivables in favour of any other person other than us nor purport to do so.

4.4 If proceeds of Receivables are credited or transferred to any account of yours, we shall have an absolute discretion whether to permit or refuse to permit you to utilise or withdraw money from that account (whether or not it is in credit) and we may in our sole discretion at any time transfer all or any part of the money standing to the credit of that account to any other account of yours with any member of the Barclays Group or to an account in our name or the name of any member of the Barclays Group.

5. Negative pledge and other restrictions

None of you may, except with the Security Holder's prior written consent:

5.1 create or attempt to create any fixed or floating security of any kind or any trust over any of your Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of your business) to arise or subsist over any of your Assets;

5.2 sell, assign, lease, license or sub-license, or grant any interest in, your Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them.

6. Further assurance

Each Company shall on demand execute any document and do any other act or thing (in either case, at the expense of the Company) which the Security Holder may reasonably specify for protecting, preserving or perfecting any security created or intended to be created by this deed or to vest title to any of the Assets in the Security Holder (or the Security Holder's nominee or any purchaser) or for facilitating the realisation of the security created by this deed, or otherwise for enforcing the same or exercising any of the powers, rights and discretions of the Security Holder under this deed, including the execution of all releases, transfers, assignments and other documents and the giving of all notices, orders, instructions, directions and requests for any consents to enable the property to be charged which the Security Holder may reasonably request.

7. Continuing security

This deed will remain a continuing security in favour of the Security Holder regardless of any settlement of account, termination or variation of the Agreement or any other matter whatever, and shall be without prejudice and in addition to every other right, remedy or security which we may have now or in the future in respect of any of the Assets for the payment of any Indebtedness.

8. Insurance

8.1 Each of you must insure all your Insurable Assets with an insurance office or underwriter acceptable to us against loss or damage by fire and such other risks as we specify from time to time. This insurance cover must be for the full replacement value and be index-linked. Each of you must also maintain all other insurances normally maintained by prudent companies with similar activities to yours or as we may require.

8.2 Each of you must punctually make all premium and other payments necessary to effect or maintain these insurances and produce receipts for these payments on our request. If, at any time, any of you fails to have the required insurance cover in place or to produce any receipt on request or to deposit any policy with us under clause 3.5 or on request, we may take out or renew any insurance in any sum and on any terms we think appropriate.

9. Property obligations

9.1 Each of you must at all times keep all buildings, plant, machinery, fixtures, fittings and other effects charged under this deed in good repair and in good working order and condition.

9.2 Each of you must notify the Security Holder promptly of any indication given to you that any of your Assets is or may be listed in a register of contaminated land or contaminative use, or similar register. Each of you must also notify us if any environmental or other condition exists which could have a material adverse effect on the value of your Assets or your business.

9.3 Each of you will fully indemnify each of us, and our employees and agents, at all times against every claim, liability, loss or expense incurred directly or indirectly as a result of your failure to comply with any of your obligations, whether statutory or contractual, relating to your Assets.

10. Leases, possession, consolidation of mortgages

10.1 None of you may, without the Security Holder's prior written consent, exercise any power of leasing, or accepting surrenders of leases of, any of your Land, or (unless obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet.

10.2 None of you may part with possession (otherwise than on the determination of any lease, tenancy or licence granted to you) of any of your Land or share the occupation of it with any other person, or agree to do so, without the Security Holder's prior written consent.

10.3 Section 93 of the Law of Property Act 1925, dealing with the consolidation of mortgages, will not apply to this deed.

11. Powers of sale, leasing and accepting surrenders

11.1 Section 103 of the Law of Property Act 1925 will not apply to this deed, but the statutory power of sale (as between the Security Holder and a purchaser from the Security Holder) will arise on and be exercisable at any time after the execution of this deed. However, the Security Holder will not exercise this power of sale until this deed has become enforceable. This provision will not affect any purchaser or require him to ask whether it has become enforceable.

11.2 The Security Holder's statutory powers of sale, leasing and accepting surrenders are extended to allow the Security Holder (whether in the name of the relevant chargor or in ours) to grant a lease or leases of any Land vested in any of you or in which any of you have an interest with any rights relating to other Land and containing any covenants on the part of the relevant chargor and any terms and conditions that the Security Holder thinks fit.

11.3 The Security Holder's statutory power of sale is extended to allow the Security Holder to sever any fixtures from Land and sell them separately.

11.4 All powers of a Receiver under this deed may be exercised by the Security Holder to the full extent permitted by law after it has become enforceable, whether as attorney of the relevant chargor or otherwise, and whether or not a Receiver or administrator has been appointed.

12. Opening new accounts

12.1 On receiving notice that any of you have encumbered or disposed of any of your Assets in breach of this deed, we have the right to rule off the account or accounts of, and open a new account or accounts with, that one of you.

12.2 If we do not open a new account or accounts immediately on receipt of notice to that effect, as from that time all payments made by that one of you to us will be treated as if we had credited them to a new account and will not reduce the amount owing from you to us at the time when we received the notice.

13. Appointment of a Receiver or an administrator

13.1 Appointment of Administrator

13.1.1 At any time and from time to time after this security becomes enforceable in respect of a Company, or if a Company so requests the Security Holder in writing from time to time, the Security Holder may appoint any one or more qualified persons to be an administrator of such Company, to act together or independently of the other or others appointed (to the extent applicable).

13.1.2 Any such appointment may be made pursuant to an application to court under paragraph 12 of Schedule B1 of the Insolvency Act 1986 (Administration application) or by filing specified documents with the court under paragraphs 14 to 21 (inclusive) of Schedule B1 of the Insolvency Act 1986.

13.1.3 In this Clause 3.1, a "qualified person" means a person who, under the Insolvency Act 1986, is qualified to act as an administrator of any company with respect to which that person is appointed.

13.2 Appointment of Receiver

13.2.1 At any time after this security becomes enforceable in respect of a Company, or if a Company so requests the Security Holder in writing at any time, the Security Holder may (unless precluded by law) without further notice appoint under seal or in writing any one or more qualified persons to be a Receiver of all or any part of the Assets of such Company, to act together or independently of the other or others appointed to the extent applicable.

13.2.2 In this Clause 3.2, a "qualified person" means a person who, under the Insolvency Act 1986, is qualified to act as a Receiver of the property of any company with respect to which that person is appointed.

13.3 Powers of Receiver

13.3.1 Every Receiver appointed in accordance with Clause 13.2 shall have and be entitled to exercise all of the rights, powers and discretions set out in Clause 13.3.2 below, in addition to those conferred by the Law of Property Act 1925 on any receiver appointed under that Act and those conferred by the Insolvency Act 1986. If at any time there is more than one Receiver in respect of all or any part of the Assets, each such Receiver may (unless otherwise stated in any document appointing that Receiver) exercise all of the powers conferred on a Receiver under this deed or under the Insolvency Act 1986 individually and to the exclusion of each other Receiver.

13.3.2 The powers referred to in the first sentence of Clause 13.3.1 above are:

13.3.2.1 Take possession: to take immediate possession of, get in and collect the Assets or any part of the Assets whether accrued before or after the date of his appointment;

13.3.2.2 Carry on business: to carry on or manage the business of the Company as the Receiver may think fit or to concur in or authorise the management of, or appoint a manager of the whole or any part of the business of the Company;

13.3.2.3 Protection of assets: to make and effect all repairs, alterations, improvements, replacements, developments, demolitions and insurances (including indemnity insurance and performance bonds and guarantees) and do all other acts which the Company might do in the ordinary conduct of its business as well for the protection as for the improvement of the Assets and to commence and/or complete any building operations on any Land secured pursuant to this deed and to apply for and maintain any planning permissions, building regulation approvals and any other permissions, consents or licences, in each case as the Receiver may in its absolute discretion think fit or concur in any of the foregoing;

13.3.2.4 Employees and advisers: to appoint and discharge managers, officers, agents, accountants, servants, workmen and other advisers for the purposes of this deed upon such terms as to remuneration or otherwise as the Receiver may think proper and to discharge any such persons appointed by the Company;

13.3.2.5 Borrow money: for the purpose of exercising any of the powers, authorities and discretions conferred on the Receiver by or pursuant to this deed and/or of defraying any costs, charges, losses or expenses (including the Receiver's remuneration) which shall be incurred by that Receiver in the exercise of such powers, authorities and discretions or for any other purpose, to raise and borrow money either unsecured or on the security of the Assets or any part of the Assets either in priority to the security constituted by this deed or otherwise and generally on such terms and conditions as that Receiver may think fit and no person lending such money shall be concerned to enquire as to the propriety or purpose of the exercise of such power or to see to the application of any money so raised or borrowed;

13.3.2.6 Sell business: to sell or concur in selling the whole or any part of any Company's business whether as a going concern or otherwise;

13.3.2.7 Sell assets: to sell, exchange, grant options to purchase, license, surrender, release, disclaim, abandon, return or otherwise dispose of, convert into money or realise all or any part of the Assets by public auction or private contract and generally in such manner and on such terms as the Receiver shall think proper or to concur in any such transaction. Without prejudice to the generality of the foregoing the Receiver may do any of these 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 the Receiver may think fit. Fixtures, other than landlords' fixtures, may be severed and sold separately from the property containing them without the consent of the Company;

13.3.2.8 Acquire assets: for such consideration and on such terms as the Receiver may think fit, to purchase outright or acquire by leasing, hiring, licensing or otherwise, any land, buildings, plant, equipment, vehicles or materials or any other property, assets or rights of any description which the Receiver considers necessary or desirable for the carrying on, improvement or realisation of any of the Assets or the business of the Company or otherwise for the benefit of the Assets;

13.3.2.9 Leases, etc.: to grant or agree to grant any leases whatsoever and let on charter, sub-charter, hire, lease or sell on condition and to grant rights, options, licences or easements over all or any part of the Assets for such term and at such rent (with or without a premium) as the Receiver may think proper and to rescind, surrender and accept or agree to accept a surrender of any lease or tenancy of such Assets or agree to any variation of any such contract affecting all or any part of the Assets on such terms as the Receiver may think fit (including the payment of money to a lessee or tenant on a surrender or any rent review);

13.3.2.10 Uncalled capital: to call up or require the directors or members (as applicable) of the Company to call up all or any portion of the uncalled capital for the time being of the Company and to enforce payment of any call by action (in the name of the Company or the Receiver, as may be thought fit by the Receiver);

13.3.2.11 Compromise: to negotiate, settle, adjust, refer to arbitration, compromise, abandon and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Company or relating in any way to the Assets or any part of them;

13.3.2.12 Legal actions: to bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to the Assets or any part of them as may seem to the Receiver to be expedient;

13.3.2.13 Receipts: to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Assets;

13.3.2.14 Subsidiaries, etc.: to form a Subsidiary or Subsidiaries of the Company in any jurisdiction and transfer to any such Subsidiary or any other company or body corporate, whether or not formed for the purpose, all or any part of the Assets;

13.3.2.15 Powers, discretions, etc.: to exercise any powers, discretions, voting, conversion or other rights or entitlements in relation to any of the Assets or incidental to the ownership of or rights in or to any Assets and to complete or effect any transaction entered into by the Company and complete, disclaim, abandon or modify all or any of the outstanding contracts or arrangements of the Company relating to or affecting all or any part of the Assets; and

13.3.2.16 General powers: to do all such other acts and things as the Receiver may consider desirable or necessary for realising the Assets or any part of them or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of this deed, to exercise in relation to the Assets or any part of them all such powers, authorities and things as the Receiver would be capable of exercising if it were the absolute beneficial owner of them,

and to use the name of the Company for all or any of such purposes.

13.4 Removal

The Security Holder may from time to time by writing remove any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986) and may, whenever it may deem it expedient, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

13.5 Remuneration

13.5.1 The Security Holder may from time to time, fix the remuneration of any Receiver appointed by it (which remuneration may be or include a commission calculated by reference to the gross amount of all moneys received or otherwise and may include remuneration in connection with claims, actions or proceedings made or brought against the Receiver by the Company or any other person or the performance or discharge of any obligation imposed upon the Receiver by statute or otherwise) but such remuneration shall be payable by the Company alone, and sections 109(6) and (8) of the Law of Property Act 1925 shall not apply in relation to any Receiver appointed under this deed.

13.5.2 The amount of such remuneration may be debited by the Security Holder to any account of the Company, but shall, in any event, form part of the Indebtedness and accordingly be secured on the Assets under the security contained in this deed.

13.6 Extent of appointment

The exclusion of any Assets from the appointment of the Receiver shall not preclude the Security Holder from subsequently extending the Receiver's or Receivers' appointment (or that of their replacement) to that part or appointing another Receiver over any other part of the Assets.

13.7 No liability as mortgagee in possession

The Security Holder shall not, nor shall any Receiver appointed as aforesaid, by reason of it or the Receiver entering into possession of the Assets or any part of them, be liable to account as mortgagee in possession or be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

13.8 Agent of Company

13.8.1 Every Receiver of any Company duly appointed by the Security Holder under the powers in that respect contained in this deed shall be deemed to be the agent of that Company for all purposes and shall as such agent for all purposes be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Law of Property Act 1925.

13.8.2 The Company alone shall be responsible for the contracts, engagements, acts, omissions, defaults and losses of the Receiver and for liabilities incurred by the Receiver and the Security Holder shall not incur any liability for them by reason of the Security Holder appointing such Receiver or for any other reason whatsoever.

13.9 Security Holder may exercise

To the fullest extent permitted by law, all or any of the powers, authorities and discretions which are conferred by this deed (either expressly or impliedly) upon a Receiver of the Assets may be exercised after the security created under this deed becomes enforceable by the Security Holder in relation to the whole of such Assets or any part of them without first appointing a Receiver of such property or any part of it or notwithstanding the appointment of a Receiver of such property or any part of it.

14. Power of attorney

Each Company by way of security irrevocably appoints the Security Holder (and any Receiver appointed under this fixed and floating charge) to be its attorney with full power of substitution, on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:

(a) prior to a demand or any enforcement action taken pursuant to this fixed and floating charge, to do anything which the Company is obliged to do under this fixed and floating charge (but has not done);

(b) on and after service of a demand or any enforcement action taken pursuant to this fixed and floating charge, to do anything which the Company is obliged to do under this fixed and floating charge; and

(c) to take any action which is ancillary to the exercise of any of the rights conferred on the Security Holder in relation to any Assets or under this fixed and floating charge or any other agreement with the Security Holder, the Law of Property Act 1925 or the Insolvency Act 1986, and ratifies and confirms and agrees to ratify and confirm whatever any such attorney 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 14.

15. Costs, charges and liabilities

15.1 You will be responsible for all costs, charges and liabilities (including all professional fees and disbursements and Value Added Tax and/or any similar tax) and all other sums paid or incurred by usand/or any Receiver under or in connection with this deed or your affairs. We may recover them from you (on a full indemnity basis) as a debt payable on demand and debit them without notice to any of your accounts. They will attract interest and be charged on the Assets.

15.2 The costs which may be recovered from you by us and/or any Receiver under this deed include without limitation:

a) all costs incurred by us in preparing and administering this deed or perfecting the security created by it;

b) all costs (whether or not allowable on a taxation by the Court) of all proceedings to enforce this deed or to recover or attempt to recover any Indebtedness;

c) all money spent and all costs arising out of the exercise of any power, right or discretion conferred by this deed;

d) all costs and losses arising from any default by you in the payment when due of any Indebtedness or the performance of your obligations under this deed; and

e) all our charges based on time spent by our employees and agents in connection with your affairs.

16. Set-off

We may retain any money standing to the credit of any of you with any member of the Barclays Group (in any currency, in any country and whether or not in your name) as cover for the Indebtedness. We may apply all or any of that money in satisfaction of all or part of the Indebtedness as we may select (whether presently payable or not). We may also use that money to purchase any other currency required for this purpose.

17. Foreign currencies

If, for any reason, any amount payable by any of you to us is paid or recovered in a currency other than that in which it is required to be paid ('the contractual currency') and, when converted into the contractual currency at our exchange rate applicable at the time, leaves us with less than the sum payable in the contractual currency, you must make good the amount of the shortfall on demand.

18. Authority of the Agent

18.1 The Agent is irrevocably authorised by each of you (other than the Agent), at any time while you remain bound by the provisions of this deed, with our prior agreement, (i) to add any further member of the Group as a party to this deed, (ii) to appoint another member of the Group to act as its successor as Agent, and/or (iii) to sign any document and perform any act on behalf of each or any of you required to effect or implement any of these matters.

18.2 Each act so performed and each document so signed by the Agent shall be binding on each of you and we may assume that any requisite approvals have been obtained by the Agent from all of you. This deed will continue in full force and effect, save as expressly amended by such changes.

19. Accession of new parties

19.1 Any member of the Group may at any time, with the prior written approval of the Agent and ourselves, become a party to this deed by delivering to us in form and substance satisfactory to the Security Holder (i) a deed of accession

and charge substantially in the form set out in the second schedule and (ii) certified extracts from the minutes of a meeting of its Board of Directors evidencing due authorisation and execution of that deed of accession and charge.

19.2 The new party shall become a guarantor and chargor under this deed with effect from the time when the deed of accession and charge takes effect, at which point:

- the new party shall become bound by all the terms of this deed and shall assume the same obligations as guarantor and chargor as if it were an original party to this deed; and
- the existing guarantors and chargors shall assume the same obligations in respect of the new party as if it were an original party to this deed.

20. Miscellaneous Provisions

20.1 The Security Holder may at any time transfer all or any part of its rights under this fixed and floating charge and the Indebtedness to any person or otherwise grant an interest in them to any person.

20.2 The Security Holder or any Guaranteed Party may at any time in its entire discretion without notice or other formality combine any two or more accounts held by it in the name of the Company.

20.3 If at any time any one of the provisions of this deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this deed shall not in any way be affected or impaired.

20.4 The consent of any person who is not a party is not required to rescind or vary this fixed and floating charge or any other agreement entered into under or in connection with it.

20.5 This deed is intended to take effect as a deed notwithstanding the fact that any party may only execute deed under hand.

20.6 Each Company agrees that the Security Holder, any Guaranteed Party or any other member of the Barclays Group may share any information, obtained at any time, from whatever source relating to it, its Subsidiaries, the Agreement, and any guarantee or security relating to and including deed to:

(i) any member of the Barclays Group;
(ii) any credit reference or rating agency;
(iii) anyone the Security Holder, the relevant Guaranteed Party or, as the case may be, the relevant member of the Barclays Group considers to be or likely to be involved in an assignment or transfer or possible assignment or transfer of all or any of our rights and/or obligations in respect of the Agreement, in whole or in part, including any person or persons (i) in connection with a securitisation of all or any part of the loan assets (including the Agreement) of any member of the Barclays Group from time to time or (ii) who may otherwise enter into contractual relations with any member of the Barclays Group in connection with any part of the loan assets of any member of the Barclays Group, the Agreement, or any guarantee or security relating to and including this deed;
(iv) anyone to whom information is required or requested to be disclosed by any court of competent jurisdiction or governmental, banking, taxation or other regulatory authority or similar body; and
(v) anyone to whom information is required or requested to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes.

20.7 The Security Holder and Barclays will look after the information the Company provides and use it for processing any application and administering the Agreement, for research or analysis, and to prevent and detect fraud. Any member of the Barclays Group may also share it with fraud prevention agencies for these purposes, and keep it for so long as the law and legitimate business purposes allow.

21. Forbearance and severance

No delay or omission on our part in exercising any right, power or privilege under this deed will impair it or be construed as a waiver of it. A single or partial exercise of any right, power or privilege will not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or privilege.

22. 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. Each Company submits, for the exclusive benefit of the Security Holder, to the jurisdiction of the English courts (but without prejudice to the Security Holder's right to commence proceedings against any Company in any other jurisdiction) and irrevocably waives any objection on the ground of venue or inappropriate forum or any similar grounds.

23. Joint and separate liability

Unless the context otherwise requires, all covenants (except that in clause 2.1.1), guarantees, agreements and obligations on your part contained in this deed are given and entered into by you jointly and separately and shall be construed accordingly.

24. Counterparts and commencement

24.1 This deed may be executed in any number of counterparts and by different parties to it in separate counterparts, each of which when executed and delivered shall be an original. All such counterparts will together constitute one and the same instrument.

24.2 This deed shall come into effect on the date inserted by us on the front page and shall be binding on all those that have executed and delivered it, notwithstanding that any one or more companies that were intended to execute it may not do so or may not be effectually bound.

25. Service of demands and notices

25.1 A demand or notice under this deed may be given on the Security Holder's behalf by any of the Security Holder's managers or officers in writing addressed to the relevant one of you (or the Agent as the case may be) and served at any of the following:

- its registered office;
- any of its existing places of business;
- its last known place of business.

Alternatively, a demand or notice may be delivered by facsimile transmission to its facsimile number last known to the Security Holder or by e-mail to its e-mail address last known to the Security Holder or by any other form of electronic communication which may be available.

25.2 A demand or notice shall be deemed to have been served:

- at noon on the day after the day of posting, if sent by post, even if it is misdelivered or returned undelivered;
- at the time of transmission, if given or made by facsimile, e-mail or other electronic communication.

25.3 A demand or notice addressed to any one or more of you shall also be sufficiently served if served on the Agent.

26. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefits of this deed except that any Secured Party may enforce any provision of this deed which is in favour or for the benefit of a Secured Party or the Secured Parties.

This deed of guarantee and fixed and floating charge is executed by each of you and the Agent as a deed and signed by the Security Trustee.

The First Schedule

Terms of the Guarantee

1. **Definitions**

In this schedule, "you" and "your" refer to each of you in your character as a guarantor of the others of you under the guarantee contained in clause 2.1.2, "guarantee" refers to that guarantee and "Principal" describes each of you insofar as you are or may become liable to us any Indebtedness otherwise than as a guarantor of the others of you under the guarantee.

2. **Your right to crystallise your liability under the guarantee**

2.1 Any of you (a "crystallising guarantor") may crystallise (but for the future only) your liability under the guarantee following your giving notice in writing to us of your intention to do so, which notice will expire at midnight on the day three months after receipt of that notice by us or at another time specifically agreed in writing between you and us (the intervening period constituting the "Notice Period"). During the Notice Period we may continue to give credit and may make further advances to any Principal and the guarantee will apply to all such credit and advances. The guarantee will continue to be enforceable against the crystallising guarantor but its liability under the guarantee will, unless the guarantee becomes enforceable during the Notice Period, be crystallised (except as regards unascertained or contingent liabilities) at the end of the Notice Period and recoverability against it of the Indebtedness of each Principal will be limited to the amount of that Indebtedness at that time together with interest on that amount and our costs and charges relating to it (and interest on them).

2.2 If any of you gives notice in accordance with paragraph 2.1, we may break such accounts of all or any of you with any member of the Barclays Group as we deem appropriate and open new accounts for the account-holders affected.

2.3 The guarantee shall be incapable of termination except insofar as expressly permitted by paragraph 2.1.

3. **Suspense account**

We may at any time (without prejudice to our other rights) place and keep for such time as we may think prudent any money received, recovered or realised under or by virtue of the guarantee on a separate or suspense account to the credit of either us or any of you (as we think fit), without any intermediate obligation on our part to apply it or any part of it in or towards discharge of the Indebtedness of any Principal. However, we will not seek to recover from you any interest on that Indebtedness to the extent that interest would not have been payable if that money had been applied to that Indebtedness on its receipt by us.

4. **Preservation of our rights**

4.1 The guarantee is to be in addition to and is not to prejudice or be prejudiced by any other guarantee or security (including any other guarantee signed by any of you) which we may hold now or in the future from or in respect of any Principal. Each of you will remain liable under the guarantee whether or not any other guarantee or security is valid and enforceable or continues in force. The guarantee may be enforced without our first making demand on any Principal or taking any steps or proceedings against any Principal or having recourse to any other guarantee or security, and notwithstanding any prior demand.

4.2 If the guarantee ceases for any reason to be binding on any of you as a continuing security in relation to any Principal, then we may break any account of the Principal and open a new account for it. If that is done, no money then or subsequently credited to any new account shall have the effect of reducing the amount due to us on the original account. If that is not done, we shall still be treated as if we had done so at the time of the cessation and as if all payments then or subsequently made by or on behalf of the relevant Principal to us had been credited to a new account with the same result.

4.3 None of you shall have any right to and you shall not:

a) make any claim (whether by way of proof in insolvency or otherwise) against any Principal or any property of any Principal;

b) participate in any security held or money received by, or on behalf of, the Secured Parties on account of the Indebtedness of any Principal; or

c) stand in our place in respect of any of that security or money;

until all Indebtedness of each Principal has been repaid in full.

4.4 We may at any time (without affecting our rights under the guarantee) grant, extend, increase, renew, vary, determine or refuse any credit or facility to any Principal, or take, hold, exchange, vary, release, or abstain from perfecting or enforcing any guarantee or security held by the Security Holder for the Indebtedness of any Principal, or compromise with or extend time or grant waivers, releases or any indulgence to any Principal or any co-surety, or make any arrangement, concession or settlement with any of them or do or omit or neglect to do anything whatever which, but for this provision, might exonerate or discharge the obligations of any of you under the guarantee (except for a specific written release given by us of those obligations).

4.5 After the guarantee becomes enforceable, no payment received by us from any source (except payment from a Principal specifically in respect of its Indebtedness in that capacity) will be treated (regardless of the manner in which we may deal with it in our books or otherwise) as reducing the liability of any of you to us under the guarantee, so that, until we have received payment in full of that Indebtedness, it will be deemed, as between us and each of you (and except for any such payment from the relevant Principal), to remain wholly unsatisfied.

4.6 The winding-up or dissolution of any Principal will not affect the liability of any of you under the guarantee and any sum payable to us at the date of the commencement of the winding-up or immediately prior to the dissolution (as the case may be) will be treated as continuing payable until actually paid in full.

5. Adjustments

5.1 If the state of account between us and any Principal, by reference to which any Indebtedness is calculated for the purposes of the guarantee, requires adjustment at any time because of any insolvency law or because of any claim made against us by any office-holder (within the meaning of Section 234 of the Insolvency Act 1986) or any person performing a substantially similar function in any insolvency proceedings outside England and Wales, then, notwithstanding any other provision of the guarantee:

a) the liability of each of you to us will be increased by any amount which we are required to pay or account for as a result of such adjustment; and

b) we may treat any release or settlement made by us with any of you before any such adjustment is required as being of no effect and may recover from any of you the amount of any such adjustment.

5.2 If we are required because of any insolvency law to pay to any office-holder a sum of money referable to an amount paid to a third party out of any account of any Principal with any member of the Barclays Group, the amount of that repayment shall be treated as and form part of the Indebtedness of the Principal for the purposes of the guarantee.

5.3 If any claim is made against us under any insolvency law, we may agree the claim or settle it on any terms that we choose without asking for the agreement of any of you. If we do agree or settle the claim, each of you will be liable under the guarantee as if a court order had been made containing the terms that we have agreed. Each of you will be jointly and severally responsible to pay on demand to us all costs and expenses that we properly incur in defending that claim.

5.4 We may keep any security for any Indebtedness in order to protect us against any possible claim under insolvency law for up to three years after all Indebtedness of each Principal has been satisfied. If a claim is made against us within that period, we may keep the security until that claim has finally been dealt with.

6. Your liability as principal debtor

If any question shall arise as to the capacity of any Principal in relation to any dealing between it and us or as to the capacity, authority or power of any officer, employee or agent of any Principal to bind it to any transaction with us or as to whether any item recorded in our books or otherwise as constituting Indebtedness of any Principal is immediately due and payable, that question shall, as between us and each of you, be disregarded and each of you will for the purposes of the guarantee be and continue to be liable to us in respect of the relevant dealing, transaction and/or Indebtedness as if you were a principal debtor.

7. Evidence of Indebtedness

Any admission or acknowledgement in writing by or on behalf of any Principal as to any amount of its Indebtedness or otherwise, or any judgment or award obtained by us against any Principal, or any proof by us in winding-up which is admitted, or any statement of account furnished by us (the correctness of which is certified by any of our officers or managers), will be conclusive and binding on each of you, except in the case of manifest error.

8. Payments

8.1 All payments falling to be made by each of you under the guarantee will be made to us without any set-off or counterclaim and free from any deduction or withholding for or on account of any taxes or other charges in the nature of taxes imposed by any competent authority anywhere in the world, unless such deduction or withholding is required by law or practice.

8.2 If any such deduction or withholding is so required to be made by or on behalf of any of you, you will pay to us any additional amount necessary to ensure that we receive and retain the full amount of the relevant payment as if that deduction or withholding had not been made.

9. Change in composition of the parties

The guarantee shall remain effective notwithstanding any change in the composition of the parties to the guarantee.

10. Financial assistance

Notwithstanding any other provision of this deed, the guarantee shall not operate to guarantee any money or liability if and insofar and for so long as it would not be lawful under Part 18, Chapter 2, of the Companies Act 2006 (prohibition of financial assistance by a company for the acquisition of its own shares) for the relevant money or liability to be guaranteed under this guarantee by the relevant guarantor.

The Second Schedule

Form of Deed of Accession and Charge

(single company only)

This deed of accession and charge is made on ..... 20..... by you (the "Company", "you"):

Registered Number:

in favour of Barclays Bank PLC, and Barclays Bank UK PLC as Guaranteed Parties and in favour of Barclays Security Trustee Limited (the "Security Trustee") acting in its capacity as security trustee for and on behalf of the Secured Parties (the "Security Holder") as security for your liabilities and those of others to us with the consent of the Agent.

Registered Number:

By executing this deed of accession and charge you accede to the deed of guarantee and fixed and floating charge dated ..... 20..... given to us by the Agent and others and enter into covenants, guarantees and agreements and create charges as provided in this deed.

Index of Clauses

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2. Your accession to the Principal Deed
3. The charges you create
4. Power of attorney
5. Governing law and jurisdiction

1. Definitions

Expressions defined in the deed of guarantee and fixed and floating charge referred to on the front page (the "Principal Deed") and the principles of interpretation provided for in it will, unless the context otherwise requires, have the same meanings and apply in this deed.

A person who is not a party to this deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefits of this deed except that any Secured Party may enforce any provision of this deed which is in favour or for the benefit of a Secured Party or the Secured Parties.

2. Your accession to the Principal Deed

2.1 You agree with us to be bound by the terms of the Principal Deed and to perform all your obligations (whether as guarantor, chargor or otherwise) under the Principal Deed with effect from the date of this deed as if you had been an original party to the Principal Deed.

2.2 You covenant to pay or discharge to us on our demand in writing all Indebtedness now or in the future due, owing or incurred (before or after that demand) by you to us in any manner.

2.3 You guarantee the Indebtedness to us of all those companies which were original parties to the Principal Deed and which, at the date of this deed, remain as parties and of all other companies which have become parties through accession to the Principal Deed subsequently.

2.4 You further guarantee the Indebtedness to us of all companies which in future may accede to the Principal Deed.

2.5 The nature and extent of your liability as guarantor shall be as stated in the Principal Deed as if all its guarantee provisions were set out in full in this deed.

2.6 The Agent (on behalf of itself and the other companies which are parties to the Principal Deed) hereby agrees to your accession.

2.7 You irrevocably authorise the Agent to perform all acts and to sign all documents on your behalf for the purposes stated in clause 18 of the Principal Deed in the same terms as if you were an original party to it.

3. The charges you create

3.1 By executing this guarantee and fixed and floating charge the Company charges to the Security Holder with full title guarantee with the payment or discharge of all Indebtedness:

3.1.1 by way of legal mortgage, all Land in England and Wales now vested in the Company and not registered at H.M. Land Registry;

3.1.2 by way of fixed charge:

a) all Land in England and Wales now vested in you and registered at H.M. Land Registry;

b) all other Land which is now, or in the future becomes, your property;

c) all plant and machinery now or in the future attached to any Land;

d) all rental and other income and all debts and claims which are due or owing to you now or in the future under or in connection with any lease, agreement or licence relating to Land;

e) all your Securities;

f) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting you:

- which relate to Assets themselves subject to a fixed charge in our favour; or
- which are now or in the future deposited by you with us;

together with all your rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them);

h) all your goodwill and uncalled share capital for the time being;

i) all your Intellectual Property, present and future, including any Intellectual Property to which you are not absolutely entitled or to which you are entitled together with others;

- the benefit of all agreements and licences now or in the future entered into or enjoyed by you relating to the use or exploitation of any Intellectual Property in any part of the world;
- all trade secrets, confidential information and know-how owned or enjoyed by you now or in the future in any part of the world;

j) all Non-Vesting Debts now or in the future owing to you;

k) all Other Debts which are not effectively charged by any other provision of this clause 3.1.2

l) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to you as security in respect of any Asset itself subject to a fixed charge in our favour;

m) all amounts realised by an administrator or liquidator appointed to you upon enforcement or execution of any order of the Court under Part VI of the Insolvency Act 1986.

3.1.3 by way of floating charge:

c) all your Assets present and future wherever they may be located which are not effectively charged by the fixed charges detailed above; and

d) without exception all your Assets insofar as they are situated for the time being in Scotland;

but in each case so that you shall not without our prior written consent:

- create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking pari passu with or subject to, this floating charge);
- take any other step referred to in clause 5.1 with respect to any of the Floating Charge Assets;
- sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.

3.2 The Security Holder may at any time crystallise the floating charge created in clause 3.1.3 into a fixed charge:

3.2.1 by notice. Subject to the Insolvency Act 1986, the Security Holder may by notice to the Company convert the floating charge created by this deed into specific charges as regards all or any of the Assets specified in the notice at any time. At any time after the floating charge created by this deed has been converted to specific charges, the Security Holder may by notice subsequently reconvert it into a floating charge by notice in writing; or

3.2.2 by automatic conversion. Subject to the Insolvency Act 1986 and Clause 3.20 below, the floating charges created by this deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted (without any notice) into fixed charges over the assets, rights and property of the Company:

(i) on the convening of any meeting of the members or directors of the Company to consider a resolution to winding-up the Company or put the Company into administration;

(ii) on a resolution being passed or an order being made for the winding-up, dissolution, administration or re-organisation of the Company;

(iii) on the appointment of a liquidator or an administrator (whether out of court or otherwise) to the Company;

(iv) on any person levying or attempting to levy any distress, execution or other process against any Assets of the Company;

(v) on the Company ceasing to carry on business or a substantial part of it or ceasing to be a going concern;

(vi) on the Company stopping making payments to its creditors or giving notice to creditors that it intends to stop payment;

(vii) on the Company creating or attempting to create a trust over any of the Assets;

(viii) on the holder of any other security interest whether ranking in priority to or pari passu with or after the charges and security contained in this deed or the Company appointing, requesting the appointment of, an administrator, an administrative receiver, receiver, manager or receiver and manager in respect of the Company; or

(ix) any floating charge granted by the Company to any other person crystallising for any reason whatsoever.

3.3 The floating charges created pursuant to Clause 3.1.3 may not be converted into fixed charges solely by reason of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under Schedule A1 of the Insolvency Act 1986.

3.4 The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 3.1 above. It shall be implied in respect of Clauses 3.1 above that the Company is disposing of the Assets free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

3.5 Subject to the rights of any prior mortgagee, the Company must:

3.5.1 deposit with the Security Holder for our retention all title deeds and documents relating to all Assets charged by way of fixed charge under clause 3.1 including insurance and assurance policies;

3.5.2 execute and deliver to the Security Holder any documents and transfers the Security Holder requires at any time to constitute or perfect an equitable or legal charge or a pledge (at our option) over any Securities, including uncertificated Securities within any clearing, transfer, settlement and/or depositary system, and give any instructions and take any actions we may require to achieve this.

3.6 Unless and until this deed becomes enforceable or the Security Holder directs otherwise:

3.6.1 you may continue to exercise all voting and other rights attaching to Securities as long as you remain their registered owner;

3.6.2 if Securities are registered in our nominee's name, all voting and other rights attached to them will be exercised by the nominee in accordance with the instructions you issue from time to time. In the absence of instructions, the nominee will refrain from exercising any of these rights.

3.7 Any mortgage, fixed charge or other fixed security the Company creates in the Security Holder's favour will have priority over the floating charge created by clause 3.1.3 unless we state otherwise on or after its creation.

3.8 Any debentures, mortgages or charges (fixed or floating) which the Company creates in the future (except those in our favour) shall be expressed to be subject to this deed and shall rank in order of priority behind the charges created by this deed.

4. Power of Attorney

The Company by way of security irrevocably appoints the Security Holder (and any Receiver appointed under this fixed and floating charge) to be its attorney with full power of substitution, on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:

(a) prior to a demand or any enforcement action taken pursuant to this fixed and floating charge, to do anything which the Company is obliged to do under this fixed and floating charge (but has not done);

(b) on and after service of a demand or any enforcement action taken pursuant to this fixed and floating charge, to do anything which the Company is obliged to do under this fixed and floating charge; and

(c) to take any action which is ancillary to the exercise of any of the rights conferred on the Security Holder in relation to any Assets or under this fixed and floating charge or any other agreement with the Security Holder, the Law of Property Act 1925 or the Insolvency Act 1986, and ratifies and confirms and agrees to ratify and confirm whatever any such attorney 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 14.

5. 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. The Company submits, for the exclusive benefit of the Security Holder, to the jurisdiction of the

English courts (but without prejudice to the Security Holder's right to commence proceedings against the Company in any other jurisdiction) and irrevocably waives any objection on the ground of venue or inappropriate forum or any similar grounds.

This deed of accession and charge is executed by you and the Agent as a deed and signed by us and it will take effect on the date shown on the front page.

Signed for Barclays Security Trustee Limited

_____

Executed as a deed by Gold Plant Haulage Limited

_____Signature of Director

_____Print Name of Director

_____Signature of Director/Secretary

_____Print Name of Director/Secretary

In the presence of:

_____Signature of Witness (if sole signatory only)

_____Name of Witness

_____Address of Witness

_____

_____

_____Occupation of Witness

* Where a Witness is required, please ensure that the Witness is not someone who is related to you or who resides at the same address as you or is an employee of any member of the Barclays Group.

Company's Registered Number 12592353

Resolution for Deed of Accession and Charge

At a Board Meeting of
(Company Registered Number:).

held on the ..... (date)

It was resolved:

1. THAT (after full and careful consideration of the terms of the Guarantee and Fixed and Floating Charge in favour of Barclays Bank PLC, and Barclays Bank UK PLC as Guaranteed Parties and in favour of Barclays Security Trustee Limited (the "Security Trustee") acting in its capacity as security trustee for and on behalf of the Secured Parties ("the Security Holder")
dated ..... and the Deed of Accession and Charge each produced to the meeting, the nature and scale of the liabilities to be undertaken by the Company and the commercial and financial consequences, direct and indirect, of executing or declining to execute the Deed of Accession and Charge so far as they affect the Company) it is in the best interests of, to the advantage and benefit of, and for the purposes of the business of, the Company and is most likely to promote the success of the Company for the benefit of its members as a whole to accede to the Guarantee and Fixed and Floating Charge by entering into the Deed of Accession and Charge

2. THAT the Deed of Accession and Charge, in which the Company accedes to the Guarantee and Fixed and Floating Charge (by virtue of which all parties named in it and all acceding parties (other than those previously released by either a Guaranteed Party or a Security Holder guarantee to the Guaranteed Parties the liabilities of one another to and in favour of the Security Holder, creates fixed and floating charges over all their assets and undertaking present and future as security for their liabilities including their guarantee liabilities) be approved

3. THAT the Company execute the Deed of Accession and Charge by affixing its common seal in the presence of one director and the company secretary who are hereby authorised to affix and attest the seal or, acting by (i) two directors or (ii) one director and the company secretary or (iii) one director in the presence of a witness, sign the Deed of Accession and Charge as a deed.

Certified to be a true extract from the minutes of a meeting of the Board held on the above date.

..... Chairman of the Meeting

..... Secretary of the Meeting

Execution page for this deed of guarantee and fixed and floating charge

Signed for Barclays Security Trustee Limited

[redacted]

Executed as a deed by Gold Plant Haulage Limited

X [redacted] X Signature of Director

Nick Clacke Print Name of Director

X [redacted] X Signature of Director/Secretary

Eva Taylor Print Name of Director/Secretary

In the presence of:

_____ Signature of Witness (if sole signatory only)

_____ Name of Witness

_____ Address of Witness

_____

_____

_____ Occupation of Witness

* Where a Witness is required, please ensure that the Witness is not someone who is related to you or who resides at the same address as you or is an employee of any member of the Barclays Group.

Company's Registered Number 12592353

Executed as a deed by Gold Plant Services Limited

[redacted] Signature of Director

NICK CLARKE Print Name of Director

_____ Signature of Director/Secretary

_____ Print Name of Director/Secretary

in the presence of:

[redacted] Signature of Witness (if sole signatory only)

Name of Witness

Addlestone Keane Solicitors
Regent House
5 Queen Street
Leeds
LS1 2TW Address of Witness

Solicitor Occupation of Witness

* Where a Witness is required, please ensure that the Witness is not someone who is related to you or who resides at the same address as you or is an employee of any member of the Barclays Group.

Company's Registered Number 08237277

Executed as a deed by Cube (Yorkshire) Ltd

[redacted] Signature of Director

Nick Clarke Print Name of Director

[redacted] Signature of ~~Director~~/Secretary

Eva Taylor Print Name of ~~Director~~/Secretary

in the presence of:

_____ Signature of Witness (if sole signatory only)

_____ Name of Witness

_____ Address of Witness

_____

_____

_____ Occupation of Witness

* Where a Witness is required, please ensure that the Witness is not someone who is related to you or who resides at the same address as you or is an employee of any member of the Barclays Group.

Company's Registered Number 06558096

Executed as a deed by Agriscape Engineering Ltd

[redacted] Signature of Director

Nick Clarke Print Name of Director

[redacted] Signature of Director/Secretary

Eva Taylor Print Name of Director/Secretary

In the presence of:

_____ Signature of Witness (if sole signatory only)

_____ Name of Witness

_____ Address of Witness

_____

_____

_____ Occupation of Witness

* Where a Witness is required, please ensure that the Witness is not someone who is related to you or who resides at the same address as you or is an employee of any member of the Barclays Group.

Company's Registered Number 09409854

Executed as a deed by Garnet Road Aggregate Recycling Limited

[redacted] Signature of Director

Nick Clarke Print Name of Director

[redacted] Signature of Director/Secretary

Eva Taylor Print Name of Director/Secretary

In the presence of:

_____ Signature of Witness (if sole signatory only)

_____ Name of Witness

_____ Address of Witness

_____

_____

_____ Occupation of Witness

* Where a Witness is required, please ensure that the Witness is not someone who is related to you or who resides at the same address as you or is an employee of any member of the Barclays Group.

Company's Registered Number 07705134

SF923 – Guarantee & Fixed and Floating Charge (BSE) 15032021
Restricted - External

This Release made this ..... day of ..... between (1) Barclays Bank PLC ('the Bank') Barclays Bank UK PLC, and Barclays Security Trustee Limited (together with the Bank, each a "Barclays Entity" and (2) the companies named in the attached Guarantee and Fixed and Floating Charge witnesses that each Barclays Entity releases the Companies from the charges created by the attached Guarantee and Fixed and Floating Charge and all the Assets comprised in it.

Executed by Barclays Bank PLC the day and year first above written.

Signed as a deed by)
.....)
.....)
as attorney of)
Barclays Bank UK PLC/Barclays Security Trustee Limited)
in the presence of:)
)
.....)

CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE
Pursuant to Section 869(5) & (6) of the Companies Act 2006

COMPANY NO. .....
CHARGE NO. .....

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING CHARGE DATED THE ..... 20 .. AND CREATED BY
.....
.....
.....
.....

FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO BARCLAYS BANK PLC [AND THE OTHER SECURED PARTIES NAMED THEREIN] ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER I PART 25 OF THE COMPANIES ACT 2006 ON THE .....
..... . 20..

GIVEN AT COMPANIES HOUSE, CARDIFF THE
..... 20..

for the Registrar of Companies

N.B. The above copy of the Registrar's Certificate must be completed and the Certificate itself attached to this deed