



Registration of a Charge

Company name: **THE READING FOOTBALL CLUB LIMITED**

Company number: **00053703**



X675GN3U

Received for Electronic Filing: **25/05/2017**

Details of Charge

Date of creation: **16/05/2017**

Charge code: **0005 3703 0031**

Persons entitled: **RENHE SPORTS MANAGEMENT CO LIMITED (THE SECURITY TRUSTEE)**

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:

WALKER MORRIS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 53703

Charge code: 0005 3703 0031

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th May 2017 and created by THE READING FOOTBALL CLUB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th May 2017 .

Given at Companies House, Cardiff on 26th May 2017

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



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED 16 May 2017

THE READING FOOTBALL CLUB LIMITED (1)

and

RENHE SPORTS MANAGEMENT CO LIMITED (2)

(as Security Trustee)

TRUST DEBENTURE

WALKER MORRIS LLP

Kings Court
12 King Street
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LS1 2HL
Tel: 0113 2832500
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THIS DEBENTURE is made on

16 May

2017

BETWEEN:

- (1) **THE READING FOOTBALL CLUB LIMITED** (Registered number: 00053703) whose registered office is at Madejski Stadium, Junction 11, M4, Reading, Berkshire, RG2 0FL (the **Borrower**);
- (2) **RENHE SPORTS MANAGEMENT CO LIMITED** (Registered number: 10499642) whose registered office is Kings Court, 12 King Street, Leeds, LS1 2HL, as security trustee (the **Security Trustee**);

1 DEFINITIONS

Any definition shall carry the same meaning as given to it in the Loan Note Instrument unless otherwise stated as follows:

Administrative Receiver means any person appointed or to be appointed by the Security Trustee as administrative receiver pursuant to the exceptions to section 72A (1) or (2) of the Insolvency Act 1986;

Administrator means any person appointed or to be appointed by the Security Trustee as administrator pursuant to Schedule B1 to the Insolvency Act 1986;

Appointee means any person, firm or company or fluctuating body of persons (including every Receiver) to whom the Security Trustee may from time to time delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by the Security Trustee under this Debenture or under any legislation in relation to the Charged Assets, and any person, firm or company or fluctuating body of persons to whom any such Appointee lawfully sub-delegates any or all of such powers, authorities and discretions;

Authorisations means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

Business Day means any day (other than Saturday or Sunday) on which clearing banks are open for a full range of banking transactions in the City of London.

Charged Property means the whole or any part of the property, assets, income and undertaking of the Borrower from time to time mortgaged, charged or assigned to the Security Trustee under this Debenture;

Costs means all costs, charges or expenses on a full indemnity basis of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax to be charged on those costs, charges, expenses and disbursements;

Finance Documents means this Debenture, the Loan Note Instrument, each Note issued under it, any other loan note or loan stock issued by the Borrower to a Noteholder, and any other document designated as such by agreement between the Noteholders and the Borrower from time to time;

Group means the Borrower and its subsidiaries from time to time

Intellectual Property means together the property described in clauses 3.5 to 3.12 (inclusive);

Interest means interest at the rate charged by the Noteholders to the Borrower from time to time;

Loan Note Instrument means an instrument constituting the creation of the Notes issued by the Borrower on or around the date of this Debenture;

Notes means the £60,000,000 fixed rate secured loan notes of the Borrower constituted by the Loan Note Instrument or, as the case may require, the amount of such notes for the time being issued and outstanding;

Noteholders means the several persons for the time being holding the Notes;

Receiver means any person appointed or to be appointed by the Security Trustee as receiver or receiver and manager or (where applicable) an Administrative Receiver pursuant to this Debenture;

Rights means all the Borrower's rights, title and interest from time to time in any lease, licence or occupational right (or an agreement for any of them) together with all the Borrower's rights, title and interest from time to time in any renewal of, replacement of or variation to any lease, licence or occupational right (or an agreement for any of them);

Scheduled Property means the property details of which are set out at Schedule 1;

Secured Liabilities means all monies, debts and liabilities from time to time due, owing or incurred by the Borrower to the Noteholders of any kind (other than as shareholders in the Borrower) and in any currency (whether incurred alone or jointly with another) arising from the Finance Documents and the charges, commission, Costs and Interest incurred by the Security Trustee and the Noteholders;

- 2.2.2 documents, instruments and agreements (including, without limitation, this Debenture and any document referred to in this Debenture) are references to such documents, instruments and agreements as modified, amended, varied, supplemented or novated from time to time;
- 2.2.3 receivers are references to receivers of whatsoever nature including, without limitation, receivers and managers and administrative receivers;
- 2.2.4 the terms **Security Trustee**, **Noteholder** and **Receiver** include, where the context so permits, references to any delegate of any such person;
- 2.2.5 **clauses** are references to clauses in this Debenture; and
- 2.2.6 statutory provisions (where the context so admits and unless otherwise expressly provided) are construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time, and to any orders, regulations, instruments or other subordinate legislation made under the relevant statute.

3 CHARGE

The Borrower covenants to discharge on demand the Secured Liabilities and as a continuing security for such discharge and with full title guarantee charges to the Security Trustee on its own behalf and on behalf of the Noteholders the property set out below in the manner set out below:

- 3.1 by way of fixed charge by way of legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property;
- 3.2 by way of fixed charge, all the freehold and leasehold property now vested in or charged to the Borrower (not effectively mortgaged in the Security Trustee's favour by clause 3.1) and all Rights relating to it;
- 3.3 by way of fixed charge all estates or interests in any freehold or leasehold property in the future vested in or charged to the Borrower (not otherwise effectively mortgaged in the Security Trustee's favour by clause 3.1) and all Rights relating to it;
- 3.4 by way of fixed mortgage by assignment (subject always to reassignment upon redemption), all credit balances and bank deposits to the credit of the Borrower now or at any time due or owing to the Borrower together with the full benefit of all rights and remedies relating to them;

- 3.5 by way of fixed charge, all subsisting patents and subsisting rights of a similar nature of the Borrower present and future held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents and the right to apply for any applications in any part of the world (in each case for their full period and all extensions and renewals of them);
- 3.6 by way of fixed charge, all domain name registrations of the Borrower present and future and all applications for them and the right to apply for any of them in any part of the world;
- 3.7 by way of fixed charge, all registered trademarks of the Borrower present and future and all applications for them and the right to apply for any of them in any part of the world and all unregistered trademarks of the Borrower present and future;
- 3.8 by way of fixed charge, all service marks of the Borrower present and future;
- 3.9 by way of fixed charge all registered designs of the Borrower present and future and all applications for them and the right to apply for any of them in any part of the world;
- 3.10 by way of fixed charge, all inventions, utility models, confidential information, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country (including without limitation rights in computer software) of the Borrower present and future;
- 3.11 by way of fixed charge all the body of knowledge, technical experience, expertise and skills, technical processors, secret processors, formulae and technical information held by the Borrower from time to time and relating to its business, which is not in the public domain;
- 3.12 by way of fixed charge, the benefit (subject to the burden) of any and all present and future agreements, arrangement and licenses in connection with the Intellectual Property;
- 3.13 by way of fixed charge, all the plant and machinery, equipment, fittings, installations and apparatus, furniture, furnishings, tools, motor vehicles and all other chattels and moveable assets (other than fixtures) of the Borrower present and future and not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts;

- 3.14 by way of fixed charge, all the goodwill and uncalled capital for the time being of the Borrower;
- 3.15 by way of fixed charge, all stocks, shares and other securities held by the Borrower from time to time in any Subsidiary and all income and rights derived from or attaching to them;
- 3.16 by way of fixed charge all stocks shares and other securities of the Borrower present and future and all income and rights derived from or attaching to them;
- 3.17 by way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with any lender or third party from time to time;
- 3.18 by way of fixed charge the benefit of all Authorisations held in relation to any Charged Property;
- 3.19 by way of floating charge all the undertaking and all property assets and rights of the Borrower present and future not subject to a fixed charge under this Debenture.

4 DECLARATION OF TRUST AND TRUSTEE'S POWERS

- 4.1 The Security Trustee hereby declares itself trustee of the Security Interests and other rights (including but not limited to the benefit of the covenants contained herein) titles and interests constituted by this Debenture as amended and supplemented from time to time and of all monies, property and assets paid to the Security Trustee or to its order or held by the Security Trustee or its nominee or received or recovered by the Security Trustee or its nominee pursuant to or in connection with this Debenture with effect from the date hereof to hold the same on trust for itself and each of the Noteholders absolutely. The Security Trustee shall not have nor be deemed to have assumed any obligation to, or trust or fiduciary relationship with, any party to this Debenture other than those for which specific provision has been made in this Debenture.
- 4.2 All monies received by the Security Trustee in its capacity as such or any Receiver appointed by it under or pursuant to this Debenture shall be held by it or such Receiver subject to clause 4.4 and as otherwise provided in this Debenture and where the Security Trustee is receiving monies for its own account upon trust for itself and the Noteholders according to their respective interests to apply the same as specified in clause 15.

- 4.3 The trusts herein shall remain in force until whichever is the earlier of:-
- 4.3.1 the expiration of a period of 125 years from the date hereof; and
 - 4.3.2 the receipt by the Security Trustee of confirmation in writing from each of the Noteholders that there are no longer outstanding any monies, obligations and liabilities secured hereby.
- 4.4 Without prejudice to any right to indemnify by law given to trustees generally the Security Trustee and every Appointee and any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable shall be entitled to be indemnified and kept indemnified out of the property hereby expressed to be secured in all respect of all liabilities, costs, charges, losses and expenses incurred or suffered by them or any of them in the execution or purported execution of the trusts created by this Debenture or of any powers, authorities or discretions vested in them or any of them pursuant to this Debenture (unless and to the extent that such liability, cost, charge, loss or expense arises as a result of the gross negligence or wilful default of the Security Trustee or Receiver) and against all actions, proceedings, claims and demands in respect of any matter or thing done or omitted or in any way relating to the property expressed to be charged hereby or thereby or the provisions of this Debenture or occasioned by any breach by the Borrower of any of its covenants or other obligations to the Security Trustee or any Noteholder under this Debenture and all sums necessary to effect and maintain such indemnity shall be an additional charge on the property expressed to be hereby secured and shall be satisfied before any payment is made there out to any Noteholder.
- 4.5 The Security Trustee shall save as agreed between the Noteholders and the Security Trustee in writing from time to time (with which no purchaser or other third party dealing with the Security Trustee shall be concerned):
- 4.5.1 have all powers of an absolute owner of the security constituted by this Debenture;
 - 4.5.2 have the power of appointing new trustees; and
 - 4.5.3 have all the powers and discretions conferred upon trustees by the Trustee Act 1925 (to the extent not inconsistent with this Debenture) and upon the Security Trustee by this Debenture and upon a Receiver appointed under this Debenture (as though the Security Trustee were a Receiver under this

Debenture).

- 4.6 The provisions of schedule 3 to this Debenture shall have effect as between the Security Trustee and the Noteholders provided that nothing in schedule 3 shall entitle the Borrower to require the Security Trustee to act or refrain from acting or to exercise or refrain from exercising any of its rights discretions and powers in any particular way.

5 NEGATIVE PLEDGE

The Borrower shall not, during the Security Period:

- 5.1 create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property other than in favour of the Security Trustee or as permitted by the Security Trustee in writing; or
- 5.2 sell, lease or otherwise dispose of the whole or any part of the Charged Property except in the ordinary course of its trade in respect of that part of the Charged Property which is subject only to an uncrystallised floating charge in favour of the Security Trustee.

6 CONVERSION OF FLOATING CHARGE

- 6.1 The Security Trustee may by written notice to the Borrower convert the floating charge into a fixed charge as regards such Charged Property as the Security Trustee may specify (whether generally or specifically) in that notice.
- 6.2 If, without the prior written consent of the Security Trustee, the Borrower breaches or takes any step with a view to breaching any provision of clause 5 (Negative Pledge) in respect of any of the Charged Property which is subject to an uncrystallised floating charge under this Debenture, or if any person levies or attempts to levy any distress, attachment, execution or other legal process against any of that Charged Property to which the breach or step relates, such floating charge will automatically, without notice, be converted into a fixed charge as soon as that breach occurs or that step is taken.

7 FURTHER ASSURANCE

The Borrower will at its own cost at the Security Trustee's request execute any deed or document and take any action required by the Security Trustee to perfect this security or further secure the payment or discharge of the Secured Liabilities.

8 DEPOSIT OF DOCUMENTS AND TITLE DEEDS

Subject to the rights of any prior chargee, the Borrower shall, upon receiving a request to do the same from the Security Trustee, deposit with the Security Trustee (and the Security Trustee during the continuance of this Debenture may hold and retain):

- 8.1 all deeds and documents of title relating to the Charged Property and all insurance policies (or where the Security Trustee agrees, copies of them);
- 8.2 all stock or share certificates or other documents of title to or representing the stocks, shares and securities charged by this Debenture together with duly executed transfers or assignments with the name of the transferees, date and consideration left blank (as the Security Trustee requires from time to time).

9 INSURANCE

The Borrower shall apply all monies received by virtue of any insurance of the whole or any part of the Charged Property in making good, or in recouping expenditure incurred in making good, any loss or damage or, if the Security Trustee so requires in its sole discretion, towards discharge of the Secured Liabilities. The Borrower shall ensure that all such monies which are not paid directly by the insurers to the Security Trustee shall be held by the recipient upon trust for the Security Trustee and be applied by the Borrower in accordance with this clause.

10 CHARGED PROPERTY UNDERTAKINGS

All Charged Property

- 10.1 The Borrower shall:
 - 10.1.1 promptly upon becoming aware of the same, notify the Security Trustee (i) of any action started by a third party to seize, attach, take possession of or create any Security Interest over any of its assets; (ii) of any circumstances which may give rise to a claim on or under the Charged Property; and (iii) of anything which could in the reasonable opinion of the Borrower have a material adverse effect on the rights and interest of the Borrower to and in any of the Charged Property;

- 10.1.2 use its reasonable endeavours to promptly defend all claims that it believes it has a real prospect of defending brought in relation to the Charged Property and do whatever the Security Trustee reasonably requires in relation to anything which could have a material adverse effect on the Borrower's rights and interests in the Charged Property; and
- 10.1.3 promptly provide the Security Trustee with any information which they reasonably request regarding the Borrower's business, the Charged Property and its compliance with this Debenture.
- 10.2 The Borrower shall permit the Security Trustee, their representatives, professional advisers and contractors free access at all reasonable times and on reasonable notice to inspect and take copies of, and extracts from, the books and records of the Borrower and to view the Charged Property (without becoming liable as mortgagee(s) in possession).
- 10.3 The Borrower shall punctually pay all rent, rent charges, rates, taxes, fees, charges, duties, levies, assessments, impositions, calls and outgoings whatsoever in respect of the Charged Property.
- 10.4 The Borrower shall promptly obtain and maintain any Authorisations (in form and content reasonably satisfactory to the Security Trustee) necessary or desirable to enable the assets of the Borrower to be subject to any Security Interest intended to be created by this Debenture and, immediately on obtaining the Authorisation, the asset concerned shall become subject to any Security Interest created by this Debenture and the Borrower shall promptly deliver a copy of each Authorisation to the Security Trustee.
- 10.5 The Borrower shall not, at any point during the Security Period, do or permit to be done any act or thing which might jeopardise the rights of the Security Trustee in the Charged Property or which might adversely affect or diminish the value of the Charged Property.
- 10.6 The Borrower shall, on request, immediately deliver to the Security Trustee evidence that the Borrower has complied with the provisions of this Clause 10 (*Charged Property Undertakings*).

Uncalled Capital

- 10.7 The Borrower shall not call up any of its uncalled capital or receive it in advance of calls unless the Security Trustee otherwise directs, nor apply it, when paid, otherwise than in payment of the Secured Liabilities or as the Security Trustee directs.

11 REPAIR AND IDENTIFICATION

The Borrower shall:

- 11.1 at all times keep in good and substantial repair and condition all the Charged Property including, without limitation, all buildings, erections and structures on and in the Scheduled Property;
- 11.2 keep all plant and machinery in good repair, working order and condition and fit for its purpose;
- 11.3 where it is uneconomic to repair any part of the Charged Property, replace such part by another similar asset of equal or greater quality and value; and
- 11.4 if so required by the Security Trustee affix to such of the Charged Property as the Security Trustee shall specify such plaques, name plates, notices, boiler plates, notices or other forms of wording of reasonable size and type in a readily visible position as the Security Trustee may require to the effect that the Security Trustee has an interest in the same as mortgagees.

12 ENFORCEMENT

This Debenture will become enforceable when:

- 12.1 any of the Secured Liabilities is not paid and/or discharged in accordance with the terms of this Debenture; or
- 12.2 the floating charge has crystallised pursuant to the provisions of this Debenture; or
- 12.3 the Borrower so requests the Security Trustee in writing (whether or not the Security Trustee has entered into or taken possession of the Charged Property) to appoint any person or persons (including a manager or official of the Security Trustee) to be an Administrator and/or a Receiver over the whole or any part of its assets.

13 STATUTORY POWER OF SALE

- 13.1 For the purposes of all powers implied by statute, and in particular the power of sale under section 101 of the Law of Property Act 1925 (Powers incident to estate or interest of mortgagee), the Secured Liabilities will be deemed to have become due when the security created by this Debenture becomes enforceable and section 103 of the Law of Property Act 1925 (Regulation of exercise of power of sale) and section 93 of the Law of Property Act 1925 (Restriction on consolidation of mortgages) will not apply.
- 13.2 The statutory powers of leasing conferred on the Security Trustee are extended so as to authorise the Security Trustee to lease, make arrangements for leases, accept surrender of leases and grant options on such terms and conditions as the Security Trustee may in its absolute discretion think fit. The Security Trustee is not obliged to comply with any of the provisions of section 99 (Leasing powers of mortgagor and mortgagee in possession) and section 100 (Powers of mortgagor and mortgagee in possession to accept surrenders of leases) of the Law of Property Act 1925.
- 13.3 Each of the Security Trustee, the Administrators and the Receiver, as the case may be, may exercise their respective statutory powers of sale in respect of the whole or any part of the property described in clauses 3.1 to 3.11 (inclusive).
- 13.4 Section 109 of the Law of Property Act 1925 (Appointment, powers, remuneration and duties of receiver) shall not apply to this Debenture.

14 ADMINISTRATORS AND RECEIVERS

- 14.1 The Security Trustee may at any time after the security created by this Debenture becomes enforceable (whether or not the Security Trustee has entered into or taken possession of the Charged Property) by writing appoint any person or persons (including a manager or official of the Security Trustee) to be:

14.1.1 an Administrator; and/or

14.1.2 a Receiver;

all upon such terms as to remuneration and otherwise as the Security Trustee may from time to time think fit and may similarly remove any of the above office holders and appoint another office holder in his stead and any Administrator or Receiver so appointed shall be the agent of the Borrower for all purposes.

- 14.2 A Receiver has all the powers to do or abstain from doing anything which the Borrower could do or abstain from doing in relation to the Charged Property and shall have all the powers set out in Schedule 1 to the Insolvency Act 1986 as if he was an Administrative Receiver and all other powers from time to time conferred on Receivers by statute and shall be able to do all such other acts and things as the Receiver may in his discretion consider to be incidental or conducive to any of the matters or powers set out in this Debenture or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property.
- 14.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to this Debenture and to the floating charges contained within it.
- 14.4 An Administrator has all the powers to do or abstain from doing anything which the Borrower could do or abstain from doing in relation to the Charged Property and shall have all the powers of a Receiver and shall have all the powers conferred by paragraph 59 of Schedule B1 and Schedule 1 to the Insolvency Act 1986 and shall be able to do all such other acts and things as the Administrator may in his discretion consider to be incidental or conducive to:
- 14.4.1 any of the matters or powers set out in this Debenture; and/ or
- 14.4.2 the preservation, improvement or realisation of the Charged Property; and/or
- 14.4.3 furthering the objectives described in paragraph 3 of Schedule B1 to the Insolvency Act 1986.
- 14.5 Where more than one Administrator or Receiver, as the case may be, is appointed, each Administrator or Receiver, as the case may be, has the power to act jointly and severally unless the Security Trustee specifies otherwise in the appointment of such Administrator or Receiver.
- 14.6 The Security Trustee may exercise all powers granted to Administrators and Receivers by this Debenture, whether as attorney for the Borrower or otherwise.
- 14.7 The powers of the Administrator and Receiver set out above are in addition to, and without prejudice to, all statutory and other powers of the Security Trustee as provided in clause 13 (Statutory power of sale) or otherwise and so that, inter alia, such powers are and remain exercisable by the Security Trustee in respect of that part of the Charged Property in respect of which no appointment is made of an Administrator or Receiver.

- 14.8 The Administrator or Receiver, as the case may be, shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in section 109(8) of the Law of Property Act 1925 (Appointment, powers, remuneration and duties of receiver).

15 APPLICATION AND PROCEEDS

- 15.1 All monies received by the Security Trustee, or any Administrator or Receiver appointed by it, pursuant to this Debenture shall, after the security hereby constituted shall have become enforceable, subject to the repayment of any claims having priority to the security comprised in this Debenture and save insofar as otherwise directed by the Security Trustee, be applied in accordance with the Finance Documents and specifically the provisions of schedule 2 to this Debenture.
- 15.2 In making any disposal of the Charged Assets in exercise of their respective powers the Receiver or the Security Trustee may accept or dispose of as and by way of consideration cash, shares, loan capital or other obligations including consideration fluctuating to or dependant on profit or turnover and consideration the amount whereof is to be determined by any third party and any contract for such disposal may contain conditions excluding or restricting the personal liability of the Administrator, Receiver or the Security Trustee.

16 ADDITIONAL POWERS OF THE TRUSTEE

- 16.1 All or any of the powers, authorities and discretions which are conferred by this Debenture, either expressly or impliedly, upon a Receiver of the Charged Assets may be exercised by the Security Trustee in relation to the Charged Assets without first appointing a Receiver of the Charged Assets or notwithstanding the appointment of a Receiver of the Charged Assets.
- 16.2 The powers conferred by this Debenture in relation to the Charged Assets on the Security Trustee or on any Receiver of the Charged Assets shall be in addition to, and not in substitution for, the powers conferred on mortgagees or Receivers under any legislation and where there is any ambiguity or conflict between the powers contained in any legislation and those conferred by this Debenture as aforesaid then the terms of this Debenture shall to the extent possible prevail.

- 16.3 The Security Trustee may at any time and from time to time delegate by power of attorney or in any other manner to any Appointee all or any of the powers, authorities and discretions which are for the time being exercisable by the Security Trustee under this Debenture or under any legislation in relation to the Charged Assets and any such delegation may be made upon such terms and conditions (including power to sub-delegate) and subject to such regulations as the Security Trustee may think fit and the Security Trustee shall not be in any way liable or responsible to the Borrower for any loss or damage arising from any act, default, omission or misconduct on the part of any such Appointee.

17 PROTECTION OF THIRD PARTIES

No person (including, without limitation, any purchaser, mortgagor or mortgagee) dealing with the Security Trustee shall be concerned to enquire:

- 17.1 whether all or some part of the Secured Liabilities has become due; or
- 17.2 whether a demand for such Secured Liabilities has been duly made; or
- 17.3 whether any power which the Security Trustee, Administrator or Receiver are/is purporting to exercise has become exercisable; or
- 17.4 whether any money remains due to the Security Trustee; or
- 17.5 how any money paid to the Security Trustee, Administrator or Receiver is to be applied.

18 LIABILITY OF TRUSTEE IN POSSESSION

- 18.1 If the Security Trustee or any Receiver or any such delegate (or sub-delegate) shall enter into possession of the Charged Assets or any of them the Security Trustee may from time to time at pleasure go out of such possession.
- 18.2 The Security Trustee shall not in any circumstances either by reason of any entry by it into or taking by it of possession of the Charged Assets or for any other reason whatsoever and whether as mortgagee in possession or on any other basis whatsoever be liable to account to the Borrower for anything except the Security Trustee's own actual receipts or be liable to the Borrower for any loss or damage arising from any realisation by the Security Trustee of the Charged Assets or from any act default or omission of the Security Trustee in relation to the Charged Assets or from any exercise or non-exercise by the Security Trustee of any power, authority or discretion conferred

upon it in relation to the Charged Assets by or pursuant to this Debenture or by any legislation unless such loss or damage shall be caused by the Security Trustee's own fraud, gross negligence or wilful default.

18.3 If and insofar as the Security Trustee incurs any liability to any other person, firm, company or authority or suffers any loss damage, or any claim, action or proceeding is brought against the Security Trustee by any other person, firm, company or authority directly or indirectly as a result of exercising its right under or in respect of clause 18.1 (save for any acts of fraud, gross negligence or wilful default on the part of the Security Trustee) the Borrower shall indemnify the Security Trustee against any such liability or claim and the Borrower's obligations under or in respect of this clause 18.3 shall be included within the Secured Liabilities and form part thereof.

18.4 All the provisions of clause 18.2 shall apply in respect of the liability of any Receiver of the Charged Assets and in respect of the liability of any such delegate (or sub-delegate) in all respects as though every reference in that clause to the Security Trustee were instead a reference to such Receiver or (as the case may be) to such delegate (or sub-delegate).

19 POWER OF ATTORNEY

The Borrower irrevocably appoints, by way of security the Security Trustee, each person deriving title from the Security Trustee, Administrator or Receiver, as the case may be, jointly and severally to be its attorney (with full power to appoint substitutes and to sub-delegate) to do any act or thing which the Borrower is, or may become, obliged to do pursuant to this Debenture. The Borrower ratifies and confirms anything done or purported to be done by any attorney appointed pursuant to this clause.

20 CUMULATIVE AND CONTINUING SECURITY

20.1 This Debenture is a continuing security to the Security Trustee regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstances which, but for this clause, might affect or diminish its effectiveness.

20.2 The security constituted by this Debenture is in addition to and is not in any way prejudiced by any rights whatsoever which the Security Trustee may have in respect of the Secured Liabilities including, without limitation, any rights arising under any other Security Interest.

21 AVOIDANCE OF PAYMENTS

21.1 No assurance, security or payment which may be avoided under the law or subject to an order of the court made under any law relating to bankruptcy, insolvency, administration or winding-up, including, without limitation, the Insolvency Act 1986, and no release, settlement or discharge given or made by the Security Trustee on the faith of any such assurance, security or payment, prejudices or affects the rights of the Security Trustee:

21.1.1 to recover any monies from the Borrower (including, without limitation, any monies which it is compelled to refund under Chapter X (Malpractice before and during liquidation; penalisation of companies and company officers; investigations and prosecutions) of the Insolvency Act 1986 and any Costs payable by it incurred in connection with such process); or

21.1.2 to enforce the security constituted by this Debenture to the full extent of the Secured Liabilities.

21.2 The Security Trustee may at its discretion retain the security so created as security for the Secured Liabilities for a period of one month plus any statutory period within which any such assurance, security or payment can be avoided or invalidated notwithstanding any release, settlement, discharge or arrangement given or made by the Security Trustee.

21.3 If at any time within the period referred to in clause 21.2 any person takes any step whatsoever relating to (i) the winding-up or administration of the Borrower; or (ii) any arrangement with the creditors of the Borrower, the Security Trustee may retain the whole or any part of the security constituted by this Debenture for such further period as the Security Trustee may in its discretion think fit. Such security will be deemed to have been held and remained held by the Security Trustee as security for the payment to the Security Trustee of the Secured Liabilities.

22 PRIOR CHARGES

At any time after this Debenture has become enforceable the Security Trustee may redeem any prior Security Interest or procure the transfer of that Security Interest to themselves and may settle and pass the accounts of the person entitled to that Security Interest. Any accounts which are settled and passed by the Security Trustee are conclusive and binding on the Borrower. The Borrower shall reimburse the Security Trustee for any monies paid out and Costs incurred by the Security Trustee in exercise of its rights under this clause.

23 OPENING A NEW ACCOUNT

If the Security Trustee receives notice of any subsequent Security Interest affecting the Charged Property the Security Trustee may open a new bank account in the Borrower's name. If the Security Trustee does not open a new account, then unless the Security Trustee give express written notice to the contrary to the Borrower, all payments by or on behalf of the Borrower to the Security Trustee will be treated from time of receipt of notice of the subsequent Security Interest by the Security Trustee as having been credited to a new account of the Borrower and not as having been applied in reduction of the amount of the Secured Liabilities as at the time when the notice was received.

24 SUSPENSE ACCOUNT

The Security Trustee may hold in a suspense or impersonal account on whatever terms the Security Trustee may think fit all monies received, recovered or realised by the Security Trustee pursuant to this Debenture until the Secured Liabilities have been irrevocably paid in full.

25 PAYMENTS AND WITHHOLDING TAXES

The Borrower shall pay and discharge the Secured Liabilities without any deduction, withholding, set-off, counterclaim, restriction or condition and without regard to any equities between the Borrower and the Security Trustee, except to the extent that the Borrower is required by law to deduct or withhold any amounts payable under this Debenture, in which case it shall pay to the Security Trustee an additional amount sufficient to ensure that the net amount received by the Security Trustee after the required deduction or withholding (including, without limitation, any required deduction or withholding on the additional amount) be equal to the amount that the Security Trustee would have received had no deduction or withholding been made. Any additional amount paid under this clause shall be treated as agreed compensation and not as interest.

26 SET-OFF

The Borrower agrees the Security Trustee may at any time after this Debenture has become enforceable without notice or further demand combine or consolidate all or any of its then existing accounts including any accounts in the name of the Security Trustee or of the Borrower (whether current, deposit, loan or any other nature whatsoever whether subject to notice or not and whether in sterling or in any other currency) and set-off or transfer any sum standing to the credit of any one or more of those accounts in or towards satisfaction of the Secured Liabilities.

27 ASSIGNMENT

27.1 The Borrower may not assign, transfer, novate or dispose of any of its rights and obligations under this Debenture.

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

28 WAIVERS

No failure or delay or other relaxation or indulgence on the part of the Security Trustee to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

29 HM LAND REGISTRY

29.1 The Borrower consents to the Security Trustee applying to the Land Registrar on form RX1 (or such other equivalent form as the Land Registry may require) for a restriction to be entered onto the Proprietorship Register of the Scheduled Property in the form of the restriction set out below

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of a charged dated [●] in favour of the chargee referred to in the charges register"

and the Borrower shall do whatever acts or things as may be required in order to procure the entry of such restriction onto the Proprietorship Register of the Scheduled Property.

29.2 The Borrower consents to the Security Trustee applying to the Land Registry on form RX1 (or such equivalent form as the Land Registry may require) for a restriction to be entered onto the Proprietorship Register of any freehold or leasehold property now or in the future vested in the Borrower and charged to the Security Trustee (including any estates or interest in any freehold or leasehold property) which does not form part of the Scheduled Property in the form of the restriction set out below

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of a charge dated [●] in favour of the chargee referred to in the charges register"

and the Borrower shall do whatever acts or things as may be required in order to procure the entry of such restriction onto the Proprietorship Register of the Scheduled Property.

30 COUNTERPARTS

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

31 NOTICES

31.1 Each party may give any notice, demand or other communication under or in connection with this Debenture by letter, facsimile or comparable means of communication addressed to the relevant party to which the notice, demand or other communication applies at the address identified with its name below or any other contact details notified from time to time. Any such communication will be deemed to be given as follows:

31.1.1 if personally delivered, at the time of delivery;

31.1.2 if by letter, two clear business days following the day of posting (or in the case of airmail, seven clear days after the day of posting); and

31.1.3 if by email, facsimile transmission or comparable means of communication during ordinary business hours to which the communication applies then on the day of transmission, otherwise on the next following Business Day.

31.2 In providing such service it shall be sufficient to prove that personal delivery was made or that such letter was properly stamped first class, addressed and delivered to the postal authorities or, in the case of facsimile transmission or other comparable means of communication, that a confirming hard copy was provided promptly after transmission.

32 GOVERNING LAW

This Debenture, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law.

33 THIRD PARTY RIGHTS

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

IN WITNESS WHEREOF this Debenture has been executed and delivered as a deed on the date written at the beginning of this Debenture and the parties to this Debenture intend that it takes effect as a deed.

SCHEDULE 1

SCHEDULED PROPERTY

Description

**Title Number and District Registry or London
Borough**

SCHEDULE 2

SECURITY TRUSTEE

1 ENFORCEMENT

1.1 No individual power of enforcement

The Noteholders shall not have any independent power to enforce the Debenture or to exercise any rights, discretions or powers or to grant any consents or releases under or pursuant to any Security or otherwise have any direct recourse to the Security constituted by the Debentures except through the Security Trustee.

1.2 Manner of enforcement

Subject to being indemnified and/or secured to its satisfaction in relation thereto, the Security Trustee shall enforce the Security constituted by the Debenture (if it considers such Security to be then enforceable) and/or exercise any rights, discretions or powers and/or grant any consents or releases under or pursuant to the Debenture in accordance with clause 2.2 of this schedule.

1.3 Order of application

Subject to the payment of any claim ranking in priority as a matter of law, the proceeds of enforcement of the Security constituted by the Debenture shall be paid to the Security Trustee and those proceeds (together with all other amounts paid to the Security Trustee in accordance with the terms of any Finance Document) shall be applied in the following order:

- 1.3.1 first, in satisfaction of all costs, charges, expenses (including legal expenses) and liabilities properly incurred by the Security Trustee or any insolvency practitioner appointed under the Debenture or their attorneys or agents and of the remuneration of such insolvency practitioner (and all interest on such sums as provided in the Finance Documents);
- 1.3.2 second, in payment to the Security Trustee for application in or towards the discharge of all sums payable under or in respect of the Loan Notes (and in the event that there are insufficient proceeds to pay all such liabilities in full, on a pari passu pro rata basis);

- 1.3.3 third, in payment to the Security Trustee in or towards the discharge of all remaining amounts (if any) owing under the Finance Documents on a pro rata pari passu basis to the Noteholders; and
- 1.3.4 fourth, as regards any surplus, to such persons who may be entitled to them.

2 RELEASES

2.1 Release of Security

- 2.1.1 The Security Trustee may at its sole discretion and without reference to any Noteholder take such action as it deems necessary or advisable to release any assets from the Security constituted by the Debenture to the extent that their disposal or release is:
 - (a) permitted or required by the terms of the Security Trust including pursuant to any instructions given to it in accordance with clause 2.2 of this schedule; or
 - (b) permitted or required by the original form of any other Finance Document and will not result or could not reasonably be expected to result in any breach of the terms of the Security Trust.
- 2.1.2 If:
 - (a) all of the shares in the capital of any member of the Group are to be disposed of, which would result in the Borrower ceasing to be a member of the Group; or
 - (b) any asset which is the subject of this Debenture is to be disposed of to a person outside (and which will remain outside) the Group,and in any such case:
 - (i) the Security Trustee has received instructions from the relevant Noteholder that comply with clause 2.2 of this schedule instructing it to release the relevant Security over such asset; or

- (ii) the disposal is permitted by the terms of the relevant Finance Document and will not result or could not reasonably be expected to result in any breach of any of the terms of this Security Trust; or
- (iii) the disposal is being made at the request of the Security Trustee in circumstances where any Security created by the Debenture has become enforceable; or
- (iv) the disposal is being effected by enforcement of the Debenture,

then, in the case of a disposal contemplated by sub-paragraph 2.1.2(a) above, the Security provided by the Borrower over its assets under the Security Document will be released and in the case of a disposal contemplated by sub-paragraph 2.1.2(b) above those assets will be released from such Security, in each case at the expense of the Borrower.

- 2.1.3 The Security Trustee is authorised by each other Noteholder to execute (on behalf of itself and each such Noteholder) all releases of any Security resulting from any disposal contemplated in this clause 2.1, without the need for any further referral to, or authority from, any other party, including any formal release of any asset which the Security Trustee in its absolute discretion considers necessary or desirable in connection with that disposal.

2.2 Instructions

- 2.2.1 The Security Trustee shall act in accordance with:

- (a) the terms of this Security Trust; or
- (b) instructions received from, or on behalf of, the Majority Noteholders, save where this Security Trust requires all of the Noteholders to agree on taking or omitting to take any action.

- 2.2.2 The Security Trustee will not be liable to any other Noteholder for any act (or omission) if it acts (or refrains from taking any action) in accordance with the terms of the Security Trust even if such action would otherwise cause a breach of any Finance Document. If there is any conflict between the provisions of the Security Trust and any other Finance Document with regard to instructions or other matters affecting the Security Trustee, this Security Trust will prevail.
- 2.2.3 Any instructions given to the Security Trustee in accordance with the terms of the Security Trust will be binding on all other Noteholders who shall not be entitled to object to anything done or omitted to be done as a result of such instructions.
- 2.2.4 In the absence of instructions, the Security Trustee may act (or refrain from taking action) in such manner as it considers to be in the best interests of the Noteholders but is not authorised to act on behalf of another Noteholder (without first obtaining their consent) in any legal or arbitration proceedings relating to any Finance Document.
- 2.2.5 The Security Trustee may refrain from acting in accordance with any instructions until it has received such Security as it may require for any cost, loss or liability (together with any associated tax) which it may incur in complying with the instructions.

3 POSITION OF THE BORROWER

For the avoidance of doubt, the Borrower has no rights against the Noteholders in respect of the Security Trust and no obligations are given (or shall be deemed to be given) to, or for the benefit of, the Borrower or are enforceable by it.

4 DUTIES

- 4.1 Except where a Finance Document specifically provides otherwise, the Security Trustee is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another party.
- 4.2 The Security Trustee has only those duties which are expressly specified in the Finance Documents.
- 4.3 The Security Trustee's duties under the Finance Documents are solely mechanical and

administrative in nature.

- 4.4 Any requirement that the Security Trustee is to 'act reasonably' is to be construed as an obligation on the Noteholders which are approached by it for instructions in accordance with this Debenture in relation to the relevant matter and not as an individual obligation on the Security Trustee in that capacity.

5 RELATIONSHIP

- 5.1 The relationship between the Security Trustee and each Noteholder is that of principal and agent save only that the benefits of the Debentures are held by the Security Trustee as trustee for each Noteholder (to the extent that any amount is or is capable of being secured thereby).
- 5.2 In relation to any jurisdiction the courts of which would not recognise or give effect to the trusts expressed to be created by any Finance Document, the relationship of each Noteholder to the Security Trustee shall be construed solely as one of principal and agent but, to the fullest extent permissible under the laws of such jurisdiction, all the other provisions of the Finance Document shall have full force and effect between the Parties.
- 5.3 The Security Trustee shall not be liable to any party for any breach by any other party of any Finance Document.
- 5.4 The Security Trustee shall not be bound to account to any party or any other person for any sum or the profit element of any sum received by it for its own account.

6 NO FIDUCIARY DUTIES

Nothing in the Finance Documents makes the Security Trustee a fiduciary for any Noteholder or any other person.

7 BUSINESS WITH THE GROUP

- 7.1 The Security Trustee may accept deposits from, lend money to and generally engage in any kind of financing or other business with any member of the Group.
- 7.2 If it is also a Noteholder in another capacity, the Security Trustee has the same rights and powers under the Finance Documents as any other Noteholder which is acting solely in that capacity and may exercise those rights and powers as though it were not the Security Trustee.

8 RIGHTS AND DISCRETIONS

8.1 The Security Trustee may rely on:

8.1.1 any representation, notice or document believed by it to be genuine, correct and appropriately authorised; and

8.1.2 any statement made by a director, authorised signatory or employee of any person regarding any matters which may reasonably be assumed to be within his knowledge or within his power to verify.

8.2 The Security Trustee may assume (unless it has received notice to the contrary in its capacity as agent for the Noteholders) that:

8.2.1 no default has occurred (unless it has actual knowledge of such default);

8.2.2 any right, power, authority or discretion vested in the Majority Noteholders or any other person has not been exercised; and

8.2.3 any notice or request made by the Borrower is made on behalf of and with the consent and knowledge of all the Obligors.

8.3 The Security Trustee may engage, pay for and rely on the advice or services of any lawyers, accountants, surveyors or other experts.

8.4 The Security Trustee may act in relation to the Finance Documents through its personnel and Appointees.

8.5 The Security Trustee may disclose to any other party any information it reasonably believes it has received as agent under the Finance Documents.

8.6 Notwithstanding any other provision of any Finance Document to the contrary, the Security Trustee is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or a breach of a fiduciary duty or duty of confidentiality.

9 RESPONSIBILITY

The Security Trustee is not responsible for:

- 9.1 the adequacy, accuracy and/or completeness of any information (whether oral or written) or report supplied by any person given in or in connection with any Finance Document or the transactions contemplated in the Finance Documents.
- 9.2 the legality, validity, effectiveness, adequacy or enforceability of any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of or in connection with any Finance Document or this Debenture; or
- 9.3 for any failure in perfecting or protecting the Security created by the Debenture including any failure to:
 - 9.3.1 take any necessary registration or recordings or filings of or otherwise protect the relevant Security Interest under any laws in any jurisdiction;
 - 9.3.2 give notice to any person of the execution of this Debenture; or
 - 9.3.3 to obtain any authorisation for the creation of any Security Interest, unless directly caused by its gross negligence or wilful misconduct.

10 EXCLUSION OF LIABILITY

- 10.1 Without limiting paragraph 10.2 below, the Security Trustee will not be liable for any action taken by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct.
- 10.2 No party (other than the Security Trustee) may take any proceedings against any member, officer, employee or Appointee of the Security Trustee in respect of any claim it might have against the Security Trustee or in respect of any act or omission of any kind by that officer, employee or Appointee in relation to any Finance Document and any officer, employee or Appointee of the Security Trustee may rely on this provision.
- 10.3 The Security Trustee will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by the Security Trustee if the Security Trustee has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Security Trustee for that purpose.
- 10.4 The parties agree that the Security Trustee shall not be subject to the duty of care imposed on trustees by the Trustee Act 2000.

- 10.5 Nothing in this Debenture shall oblige the Security Trustee to carry out any 'know your customer' or other checks in relation to any person on behalf of any Noteholder and every other Noteholder confirms to the Security Trustee that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Security Trustee.

11 INDEMNITY

- 11.1 Each Noteholder shall indemnify the Security Trustee, within three Business Days of demand, against any cost, loss or liability incurred by the Security Trustee (otherwise than by reason of the Security Trustee's gross negligence or wilful misconduct) in acting as Security Trustee under the Finance Documents (unless the Security Trustee has been reimbursed by an Obligor pursuant to a Finance Document).
- 11.2 Any liability under paragraph 11.1 above shall be divided between such Noteholders pro rata to the respective principal amounts outstanding under the relevant Finance Document from time to time or, if after enforcement, pro rata to the amount of their recovery.
- 11.3 The Security Trustee may, in priority to any payment to the Noteholders, indemnify itself out of the Borrower's assets charged by this Debenture in respect of, and pay and retain, all sums necessary to give effect to this indemnity and to all other indemnities given to it in the other Finance Documents in its capacity as Security Trustee. The Security Trustee shall have a lien on the Debenture and the proceeds of enforcement of the Debenture for all such sums.

12 RESIGNATION AND ADDITIONAL SECURITY TRUSTEES

- 12.1 The Security Trustee may resign and appoint one of its affiliates acting through an office in the United Kingdom as successor by giving notice to the other Noteholder and the Borrower.
- 12.2 Alternatively the Security Trustee may resign by giving notice to the other Noteholders and the Borrower, in which case the Majority Noteholders (after consultation with the Borrower) may appoint a successor Security Trustee.
- 12.3 If the Majority Noteholders have not appointed a successor Security Trustee in accordance with paragraph 12.2 above within 30 days after notice of resignation was given, the Security Trustee (after consultation with the Borrower) may appoint a successor Security Trustee (acting through an office in the United Kingdom).

- 12.4 The retiring Security Trustee shall, at its own cost, make available to the successor Security Trustee such documents and records and provide such assistance as the successor Security Trustee may reasonably request for the purposes of performing its functions as Security Trustee under the Finance Documents.
- 12.5 The Security Trustee's resignation notice shall only take effect upon the appointment of a successor.
- 12.6 Upon the appointment of a successor, the retiring Security Trustee shall be discharged from any further obligation in respect of the Finance Documents but shall remain entitled to the benefit of this Schedule. Its successor and each of the other parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original party.
- 12.7 After consultation with the Borrower, the Majority Noteholders may, by notice to the Security Trustee, require it to resign in accordance with paragraph 12.2 above. In this event, the Security Trustee shall resign in accordance with paragraph 12.2 above.
- 12.8 The Security Trustee may at any time appoint (and subsequently remove) any person to act as a separate Security Trustee or trustee or as a co-agent or co-trustee jointly with it (any such person, an **Additional Security Trustee**):
- 12.9 if it is necessary in performing its duties and if the Security Trustee considers that appointment to be in the interest of the Noteholders; or
- 12.10 for the purposes of complying with or conforming to any legal requirements restrictions or conditions which the Security Trustee deems to be relevant; or
- 12.11 for the purposes of obtaining or enforcing any judgement or decree in any jurisdiction,
- 12.12 and the Security Trustee will give notice to the other parties of any such appointment.
- 12.13 Any Additional Security Trustee appointed in accordance with paragraph 12.8 above shall (subject to the terms of this Debenture) have the rights, powers and discretions (not exceeding those conferred on the Security Trustee by this Debenture) and the duties and obligations as are conferred or imposed on the Additional Security Trustee by the instrument of its appointment.

- 12.14 The remuneration that the Security Trustee may pay to any Additional Security Trustee and any reasonable costs and expenses (properly incurred) incurred by any Additional Security Trustee in performing its functions pursuant to its appointment will, for the purposes of this Debenture, be treated as costs and expenses incurred by the Security Trustee.

13 CONFIDENTIALITY

- 13.1 In acting as agent for the Noteholders, if the duties of the Security Trustee are performed by a separate division or department, this division or department shall be treated as a separate entity from any other of its divisions or departments.
- 13.2 If information is received by another division or department of the Security Trustee, it may be treated as confidential to that division or department and the Security Trustee shall not be deemed to have notice of it.
- 13.3 Notwithstanding any other provision of any Finance Document to the contrary, the Security Trustee shall not be obliged to disclose to any other person (i) any confidential information or (ii) any other information if the disclosure would or might in its reasonable opinion constitute a breach of a fiduciary duty.

14 RELATIONSHIP WITH THE OTHER FINANCE PARTIES

The Security Trustee may assume that each other Noteholder remains a Party in the same capacity it had when it first became a party unless it has received not less than five Business Days prior notice from that party to the contrary.

15 CREDIT APPRAISAL

Without affecting the responsibility of the Borrower for information supplied by it or on its behalf in connection with any Finance Document, the Security Trustee will not be responsible for any independent appraisal or investigation of all risks of the Noteholders arising under or in connection with any Finance Document including but not limited to:

- 15.1 the financial condition, status and nature of the Borrower and each member of its Group;
- 15.2 the legality, validity, effectiveness, adequacy or enforceability of any Finance Document and this Debenture and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or this Debenture;

- 15.3 whether that Noteholder has recourse, and the nature and extent of that recourse, against any party or any of its respective assets under or in connection with any Finance Document, this Debenture, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;
- 15.4 the adequacy, accuracy and/or completeness of all information provided by the Security Trustee, any other party or by any other person under or in connection with any Finance Document, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; and
- 15.5 the right or title of any person in or to, or the value or sufficiency of any part of the property charged by this Debenture, the priority of any of the Debenture or the existence of any Security affecting the property charged by this Debenture.

16 CONFLICT WITH FINANCE DOCUMENTS

If there is any conflict between the provisions of this Schedule and any other Finance Document with regard to instructions to or other matters affecting the Security Trustee, this Schedule will prevail.

EXECUTED and DELIVERED as a DEED)

by THE READING FOOTBALL CLUB LIMITED)

acting by:)

In the presence of:)

Name: MS. SUPREYA PHEJARSAI

Address:

Signature:

Occupation:

TAWEE SUK SRISUMPID

EXECUTED and DELIVERED as a DEED)

by RENHE SPORTS MANAGEMENT CO LIMITED)

acting by:)

In the presence of:)

Name:

Address:

Signature:

Occupation:

EXECUTED and DELIVERED as a DEED)

by **THE READING FOOTBALL CLUB LIMITED**)

acting by:)

in the presence of:)

Name:

Address:

Signature:

Occupation:

EXECUTED and DELIVERED as a DEED)

by **RENHE SPORTS MANAGEMENT CO LIMITED**)

acting by: *YONGGE DAI*

in the presence of:)

Name: *James Ho*

Address:

Signature:

Occupation: