



Registration of a Charge

Company name: **TOTTENHAM HOTSPUR LIMITED**

Company number: **01706358**



X808DPRM

Received for Electronic Filing: **28/02/2019**

Details of Charge

Date of creation: **27/02/2019**

Charge code: **0170 6358 0062**

Persons entitled: **INVESTEC BANK PLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **TAYLOR WESSING LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1706358

Charge code: 0170 6358 0062

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th February 2019 and created by TOTTENHAM HOTSPUR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th February 2019 .

Given at Companies House, Cardiff on 1st March 2019

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

27 February 2019

TOTTENHAM HOTSPUR LIMITED
as Chargor

and

INVESTEC BANK PLC
as Lender

SUPPLEMENTAL SHARE MORTGAGE

Execution version

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TaylorWessing

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THIS DEED is made on

27 February 2019

BETWEEN

- (1) **TOTTENHAM HOTSPUR LIMITED**, a company registered in England and Wales with company number 01706358 whose registered office is at Lilywhite House, 782 High Road, London N17 0BX (the "**Chargor**"); and
- (2) **INVESTEC BANK PLC** (the "**Lender**").

INTRODUCTION

- (A) The Lender agreed to make credit facilities available on the terms of the Facility Agreement.
- (B) The Chargor has agreed to provide Security Interests to the Lender to secure the payment and discharge of the Secured Liabilities.
- (C) The Facility Agreement is being amended and restated by an amendment and restatement deed dated on or around the date of this deed.
- (D) The Chargor entered into a share charge dated 21 July 2015 in favour of the Lender (the "**Original Share Charge**"). This deed is supplemental to the Original Share Charge and is entered into by the Parties in connection with the amendment and restatement of the Facility Agreement referred to in Recital (C) above.

AGREED TERMS

1. Definitions and Interpretation

1.1 *Definitions*

To the extent not defined herein, capitalised terms and expressions used in this deed shall have the same meanings as ascribed to them in the Facility Agreement, and in this deed:

"Borrower" means Tottenham Hotspur Academy (Enfield) Limited, a company registered in England and Wales with company number 06279984 whose registered office is at Lilywhite House, 782 High Road, London N17 0BX;

"Charged Property" means the assets mortgaged by the Chargor under this deed;

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Lender pursuant to clause 8 (*Delegation*);

"Dividends" means all dividends, interest and other money payable in respect of the Investments;

"Facility Agreement" means a loan agreement dated 10 March 2011 made between the Borrower as borrower, the Chargor as guarantor and the Lender as amended and restated pursuant to an amendment and restatement deed dated 21 July 2015 and as amended pursuant to a side letter dated 28 November 2016 and as further amended

and restated pursuant to an amendment and restatement deed dated on or around the date of this deed, as the same may be further amended, varied, novated or supplemented from time to time;

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 SI 2003/3226;

"Insolvency Act" means the Insolvency Act 1986;

"Investments" means:

- (a) one (1) ordinary share of £1 in the issued share capital of the Borrower; and
- (b) all other stocks, shares and other securities of the Borrower now or at any time after the date of the deed owned by the Chargor including any offered by way of redemption, bonus, preference or option or otherwise in respect of any of the shares referred to in (a) above,

and all rights and benefits in respect of the assets referred to in (a) and (b) above other than the right to receive Dividends;

"LPA" means the Law of Property Act 1925;

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property;

"Secured Liabilities" means:

- (a) all Liabilities; and
- (a) in the case of any Obligor other than the Chargor, any Liabilities which are or become Unenforceable and any cost, loss or liability which the Lender incurs as a result of any such Obligor not paying any amount expressed to be payable by it under any Finance Document on the date when it is expressed to be due;

"Secured Party" means the Lender or any Receiver; and

"Unenforceable" means void, voidable, invalid, unenforceable or otherwise irrecoverable (whether or not known to the Lender or the Chargor) and **"Unenforceability"** will be construed accordingly.

1.2 *Interpretation*

In this deed, unless a contrary indication appears:

- (a) **"obligations"** means obligations and liabilities;
- (b) references to obligations and liabilities include the whole or any part of them, present and future, actual and contingent;
- (c) any reference to **"powers"** includes rights, powers, discretions and authorities; and
- (d) any reference to any asset includes any proceeds of sale of any such asset.

1.3 *Construction of charging clause*

Each of the security interests created by clause 3 (Security) shall be construed as separate and distinct interests over the relevant assets so that the recharacterisation for any reason of any security interest over any one asset shall not affect the nature of the security interest created over any other asset.

1.4 *Priority with security created pursuant to the Original Share Charge*

- (a) Where this deed purports to create a first fixed Security Interest over an asset which is subject to a first fixed Security Interest under the Original Share Charge, that Security Interest under this deed will be a second ranking Security Interest ranking subject to the equivalent Security Interest created under the Original Share Charge until such time as the Security Interest created by the Original Share Charge ceases to have effect.
- (b) Where a right or asset has been assigned (subject to a proviso for reassignment on redemption) under the Original Share Charge and the same asset or right is expressed to be assigned under this deed, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant security interest created by the Original Share Charge ceases to have effect at a time when this deed still has effect.

2. **Undertaking to Pay**

The Chargor undertakes with the Lender to pay the Secured Liabilities to the Lender when due.

3. **Security**

As continuing security for the payment of the Secured Liabilities, the Chargor with full title guarantee assigns to the Lender by way of equitable mortgage all its present and future rights and interest in:

- (a) the Investments; and
- (b) all Dividends.

4. **Investments**

4.1 *Deposit of certificates*

The Chargor shall deposit with the Lender:

- (a) on or before the date of this deed, the certificates or other documents of title to each Investment owned by the Chargor on such date;
- (b) on the date of the acquisition of any Investment acquired by the Chargor after the date of this deed or on the withdrawal of any Investment from any clearance system, the certificates or other documents of title to each such Investment;
- (c) together with the certificates or other documents referred to in paragraphs (a) and (b) above, duly executed undated blank transfers in respect of each such

Investment and forms of waiver of any pre-emption rights necessary to enable such transfers to be registered.

4.2 *Payment of money due*

The Chargor shall promptly pay all money which may from time to time be due in respect of any Investment forming part of the Charged Property.

4.3 *Nominees*

If any Investment is registered in the name of a nominee the Chargor shall on demand provide to the Lender an equitable mortgage over such Investment or power of attorney or acknowledgement of the rights created by this deed over such Investment in favour of the Lender in such terms as the Lender may require duly executed by or on behalf of such nominee.

4.4 *Completion of transfers*

The Lender may at any time after this deed has become enforceable complete any transfers of any Investment delivered to it under clause 4.1(c) in favour of itself or any nominee for it as transferee and may present the same for registration.

4.5 *Dividends and voting rights before enforceability*

The Chargor shall be entitled to exercise each of the following rights until this deed becomes enforceable and the Lender gives notice of its intention to exercise any of such rights itself:

- (a) to receive all Dividends in respect of any Investment free from the security created by this deed; and
- (b) to exercise all voting rights attached to any Investment and if the Lender is registered as the holder of any such Investment it will exercise all voting rights attached to it as directed by the Chargor.

4.6 *Dividends and voting rights after enforceability*

The Lender shall be entitled to exercise each of the following rights at any time after this deed becomes enforceable and the Lender gives the Chargor notice of its intention to exercise such right itself:

- (a) to receive all Dividends and apply them in reduction of the Secured Liabilities whether or not any Investment is registered in the name of the Lender or any nominee for the Lender or in the name of the Chargor or any nominee for the Chargor;
- (b) at its discretion to exercise or procure the exercise of all voting rights attached to any Investment registered in the name of the Lender or any nominee for the Lender for the purpose only of preserving the value of such Investment or realising the security over such Investment created by this deed; and
- (c) to require the Chargor to exercise any voting rights attached to any Investment registered in the name of the Chargor or any nominee for the Chargor as directed by the Lender for the purpose mentioned in paragraph (b) above.

4.7 *Lender may give up voting rights*

The Lender may at any time by giving notice to the Chargor give up any right it may have under clause 4.6(b) or clause 4.6(c) in relation to any of the Investments specified in such notice (the "**Notified Shares**") whereupon the Chargor may exercise all voting rights in relation to the Notified Shares subject to the terms of the Finance Documents.

4.8 *Dematerialisation*

The Chargor must promptly take all action required for the rematerialisation of any Investment held in dematerialised form in a clearance system.

4.9 *Failure to comply*

If the Chargor fails to comply with any of its obligations under this deed the Lender may take such steps as it considers appropriate to procure compliance with such obligations at the cost of the Chargor.

5. Negative Undertakings

5.1 *Negative pledge*

The Chargor shall not create or permit to subsist any Security Interest over any of the Charged Property other than a Permitted Security Interest.

5.2 *Disposals*

The Chargor shall not sell, transfer or otherwise dispose or purport or agree to dispose of any Charged Property.

6. Enforcement of Security

6.1 *Lender's powers*

On the occurrence of an Event of Default which is continuing or if the Chargor requests that the Lender exercises any of its powers under this clause 6.1, this deed shall become enforceable and the Lender may immediately or at any time thereafter:

- (a) exercise the power of sale and all other powers conferred by s. 101 of the LPA as varied or extended by this deed;
- (b) subject to s.72A of the Insolvency Act, appoint one or more persons as a Receiver of any Charged Property;
- (c) exercise all the powers conferred on a Receiver by this deed, the LPA and the Insolvency Act;
- (d) secure and perfect its title to all or any part of the Charged Property and/or transfer any asset into the name of its nominee;
- (e) to the extent that this deed constitutes a "security financial collateral arrangement" as defined in the Financial Collateral Regulations, appropriate any Charged Property which constitutes "financial collateral" as defined in the Financial Collateral Regulations in or towards satisfaction of the Secured Liabilities and the Lender shall value such Charged Property by reference to an

independent valuation or other procedure selected by the Lender acting reasonably.

6.2 Powers under the LPA

- (a) S.103 of the LPA will not apply to this deed.
- (b) The power of sale and all other powers conferred by s.101 of the LPA as varied or extended by this deed will arise upon execution of this deed by the Chargor.

6.3 Cash Cover

After the occurrence of an Event of Default which is continuing the Chargor shall, immediately on demand, provide to the Lender full cash cover for any contingent liabilities forming part of the Secured Liabilities including liabilities arising in respect of bills of exchange or promissory notes accepted, endorsed or discounted and bonds, guarantees, indemnities, documentary or other credits or other instruments from time to time entered into by the Lender.

6.4 Receivers

- (a) The Lender may appoint any Receiver upon such terms as to remuneration and otherwise as the Lender thinks fit and the maximum rate specified in s.109(6) of the LPA shall not apply.
- (b) Any Receiver will be the agent of the Chargor for all purposes and the Chargor will be responsible for such Receiver's acts and defaults and for his remuneration, costs, fees, taxes and expenses to the exclusion of liability on the part of the Lender.
- (c) Where two or more persons are appointed as Receiver any act authorised to be done by the Receiver may be done by all of them acting jointly or by any one or more of them acting severally.
- (d) The Lender may at any time by writing remove any Receiver (subject to the obtaining of any required order of the court in the case of an administrative receiver) whether or not the Lender appoints any other person as Receiver in his place.

7. Powers of Receiver and Lender

7.1 Statutory powers

A Receiver shall have and be entitled to exercise all the powers conferred on a receiver by the LPA and, whether or not such a Receiver is an administrative receiver, all the powers conferred upon an administrative receiver by Schedule 1 to the Insolvency Act which powers are incorporated into this deed provided that references in that Schedule to the "property of the Company" will be deemed to be references to the Charged Property for the purposes of this deed.

7.2 Additional powers

By way of addition to and without limiting any other powers referred to in this clause a Receiver shall have power (both before and after the commencement of any liquidation of the Chargor) to do every act and thing and exercise every power:

- (a) which the Chargor would have been entitled to do or exercise if no Receiver had been appointed or which the Receiver would have been entitled to do or exercise if the Receiver were the absolute legal and beneficial owner of the Charged Property; and
- (b) which such Receiver in his absolute discretion considers necessary or desirable for maintaining or enhancing the value of any Charged Property or for or in connection with the enforcement of the Security Interests created by this deed or the realisation of any Charged Property,

and may use the name of the Chargor in connection with any exercise of such powers.

7.3 *Consideration*

The receipt of the Lender or any Receiver shall be a conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Property the Lender or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

7.4 *Prior encumbrances*

At any time after the security given by this deed has become enforceable, the Lender may redeem any prior Security Interest against the Charged Property or procure a transfer of such Security Interest to itself and may agree the accounts of the person entitled to that Security Interest and any accounts so agreed will be binding on the Chargor. Any money paid by the Lender in connection with a redemption or transfer of any prior Security Interest will form part of the Secured Liabilities.

7.5 *Possession*

If the Lender, any Receiver or any Delegate takes possession of any Charged Property it may go out of possession at any time.

8. Delegation

- (a) Each of the Lender, any Receiver and any Delegate may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any of the rights, powers and discretions vested in it by this deed.
- (b) That delegation may be made upon any terms and conditions (including the power to sub delegate) and subject to any restrictions that the Lender, that Receiver or that Delegate (as the case may be) may, in its discretion, think fit and it shall not be bound to supervise, or be in any way responsible for any loss incurred by reason of any misconduct or default on the part of any such delegate or sub delegate.

9. Exclusion of Liability

9.1 *No obligation to recover*

Neither the Lender nor any Receiver is under any obligation to take action to collect any money or enforce any rights comprised in the Charged Property whether or not it is in possession of the relevant Charged Property.

9.2 *Liability as mortgagee in possession*

If the Lender or any Receiver takes possession of any Charged Property, it will not be liable to account to the Chargor for anything except actual receipts or be liable to the Chargor for any loss arising from any realisation of any Charged Property or for any default or omission for which a receiver or mortgagee in possession would be liable.

9.3 *Losses on enforcement*

No Secured Party will be liable to the Chargor for any loss or damage arising from:

- (a) any sale of any Charged Property;
- (b) any act, default or omission of any Secured Party in relation to any Charged Property; or
- (c) any exercise or non-exercise by any Secured Party of any power conferred upon it in relation to any Charged Property under this deed or by the LPA,

unless such loss or damage is caused by the fraud, gross negligence or wilful misconduct of such Secured Party.

10. **Application of Proceeds**

10.1 *Order of application*

Subject to clause 10.2 (Prospective liabilities) and to claims having priority to the Security Interests created by this deed and by way of variation to the provisions of the LPA, all amounts from time to time received or recovered by the Lender in connection with the realisation or enforcement of all or any part of a Security Interest constituted by this deed (for the purposes of this clause the "**Recoveries**") shall be held by the Lender to apply them at any time as the Lender (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this clause), in the following order:

- (a) in payment of all costs and expenses incurred by any Secured Party in connection with any realisation or enforcement of this deed and of all outgoings properly payable by any Secured Party;
- (b) in payment of remuneration to any Receiver;
- (c) in or towards discharge of the Secured Liabilities in accordance with the Facility Agreement; and
- (d) the balance (if any) will be applied as required by law.

10.2 *Prospective liabilities*

The Lender may, in its discretion, hold any amount of the Recoveries in an interest bearing suspense or impersonal account(s) in the name of the Lender with such financial institution (including itself) and for so long as the Lender shall think fit (the interest being credited to the relevant account) for later application under clause 10.1 (Order of Application) in respect of:

- (a) any sum owing to the Lender, any Receiver or any Delegate; and
- (b) any part of the Secured Liabilities,

that the Lender reasonably considers, in each case, might become due or owing at any time in the future.

10.3 *Investment of proceeds*

Prior to the application of the proceeds of the Recoveries in accordance with clause 10.1 (Order of Application) the Lender may, in its discretion, hold all or part of those proceeds in an interest bearing suspense or impersonal account(s) in the name of the Lender with such financial institution (including itself) and for so long as the Lender shall think fit (the interest being credited to the relevant account) pending the application from time to time of those moneys in the Lender's discretion in accordance with clause 10.1 (Order of Application).

10.4 *Currency Conversion*

- (a) For the purpose of, or pending the discharge of, any of the Secured Liabilities the Lender may convert any moneys received or recovered by the Lender from one currency to the currency in which the Secured Liabilities are denominated, at a market rate of exchange.
- (b) The obligations of the Chargor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

10.5 *Permitted Deductions*

The Lender shall be entitled, in its discretion:

- (a) to set aside by way of reserve amounts required to meet, and to make and pay, any deductions and withholdings (on account of taxes or otherwise) which it is or may be required by any applicable law to make from any distribution or payment made by it under this deed; and
- (b) to pay all Taxes which may be assessed against it in respect of any of the Charged Property, or as a consequence of performing its duties, or by virtue of its capacity as Lender under any of the Finance Documents or otherwise.

11. Protection of Persons Dealing with Lender or Receiver

No person dealing with the Lender or any Receiver will be concerned to enquire:

- (a) whether any event has happened upon which any of the powers conferred by this deed may have arisen or be exercisable;
- (b) otherwise as to the propriety or regularity of any exercise of the powers conferred by this deed or of any act purporting or intended to be in exercise of such powers; or
- (c) whether any Secured Liabilities remain owing.

12. Notice of Subsequent Charge

If the Lender receives notice of any Security Interest or other interest affecting any Charged Property:

- (a) it may open a new account for the Chargor in its books and may transfer any outstanding balance owing by the Chargor to such new account;
- (b) if it does not open a new account then, unless it gives express written notice to the contrary to the Chargor, all payments made by the Chargor to it will as from the time of receipt of such notice be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities.

13. Further Assurance

When required by the Lender or any Receiver the Chargor shall, at its own cost:

- (a) execute a transfer of any Investments into the name of the Lender or a nominee of the Lender or a purchaser from the Lender or a nominee of such purchaser;
- (b) execute any documents or do any other thing which the Lender or any Receiver may require for perfecting or protecting any Security Interest created by this deed or in connection with the exercise of any powers given to the Lender or any Receiver under this deed; and
- (c) convey, transfer, assign or otherwise deal with any Charged Property in such manner as the Lender or any Receiver may require in connection with any enforcement of any Security Interest created by this deed.

14. Power of Attorney by Chargor

The Chargor irrevocably and by way of security appoints each of the Lender, any person selected by the Lender and any Receiver its attorney in each case (with full power to appoint substitutes and to delegate) severally in its name and on its behalf to execute any document or do any act or thing which:

- (a) the Chargor is entitled to execute or do in relation to the Charged Property including:
 - (i) the exercise of voting rights in respect of the Investments (but in the case of the Lender only to the extent that the Lender is entitled to exercise such voting rights under clauses 4.6(b) and 4.6(c));
 - (ii) executing or completing any transfer in respect of the Investments;
 - (iii) giving a receipt for any money and exercising any rights or remedies forming part of the Charged Property; or
- (b) the Chargor is obliged to execute or do under this deed.

15. Discharge of Security

15.1 *Discharge conditional*

Any discharge of the Chargor by the Lender in reliance on a payment or security received by the Lender will cease to be effective if that payment or security is avoided, reduced or invalidated for any reason and the Lender will be entitled to recover from

the Chargor on demand the amount of the Secured Liabilities discharged by such payment or security.

15.2 *Retention of security*

Following any discharge of the Chargor made by the Lender in reliance on a payment or security the Lender may retain the security constituted by this deed (and all documents of title or other documents necessary to protect such Security Interest) until the expiry of the maximum period within which such payment or security can be avoided, reduced or invalidated for any reason. If the person making such payment or giving such security goes into liquidation or administration or equivalent proceedings in any foreign jurisdiction within that period the Lender may retain the security constituted by this deed for as long as it thinks fit.

16. *Redemption*

If the Lender determines that all of the Secured Liabilities have been fully and finally discharged and it is not under any commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to any Obligor pursuant to the Finance Documents the Lender shall release:

- (a) without recourse or warranty, all of the Security Interests constituted by this deed; and
- (b) the rights of the Lender under this deed.

17. *Miscellaneous*

17.1 *Third Party Rights*

- (a) Unless expressly provided to the contrary, a person who is not a party to this deed has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this deed.
- (b) Notwithstanding any term of this deed, the consent of any person other than the Chargor and the Lender is not required to rescind or vary this deed at any time.
- (c) A Secured Party may, subject to this clause 17.1 and the Third Parties Act, rely on any provision of this deed which expressly confers rights on it.

17.2 *Continuing Security*

This deed is a continuing security and extends to the balance from time to time of the Secured Liabilities irrespective of any intermediate payment of the Secured Liabilities.

17.3 *Other Security*

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

17.4 *Consolidation*

The restrictions on the right of consolidating mortgage securities contained in s. 93 of the LPA will not apply to this deed.

18. Law

This deed and any non-contractual obligations arising out of or in connection with this deed shall be governed by English law.

19. Jurisdiction

19.1 *Jurisdiction of English courts*

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed and a dispute regarding a non-contractual obligation referred to in clause 18 (Law) (a "**Dispute**").
- (b) The Lender and the Chargor agree that the courts of England are the most appropriate and convenient courts to settle Disputes. The Chargor will not argue to the contrary.
- (c) This clause is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

This deed has been executed and delivered as a deed by the Chargor and signed on behalf of the Lender on the date shown at the beginning of this deed

EXECUTION PAGE

EXECUTED by TOTTENHAM
HOTSPUR LIMITED acting by a
director in the presence of:

)
)
)



Director



Witness signature:

Name of witness:

..... MARIA GEORGIU

Address of witness:

..... 782 HIGH RD

..... LONDON N17 0BX

SIGNED for and on behalf of
INVESTEC BANK PLC

)
)
)
)
)
)

by _____

.....
Authorised signatory

and _____

.....
Authorised signatory

EXECUTION PAGE

EXECUTED by TOTTENHAM)
HOTSPUR LIMITED acting by a)
director in the presence of:)

Director

Witness signature:

Name of witness:

Address of witness:

SIGNED for and on behalf of
INVESTEC BANK PLC

by SHIVANI GOUDAB

and COLIN ORR

.....
Authorised signatory

.....
Authorised signatory

BEFORE

WITNESS:

WITNESS NAME

WITNESS ADDRESS

Investec Bank plc
30 Gresham Street
London EC2V 7QP