



**Registration of a Charge**

Company name: **Champneys Springs Limited**

Company number: **02467338**

Received for Electronic Filing: **05/04/2017**



X63PZXCO

---

**Details of Charge**

Date of creation: **03/04/2017**

Charge code: **0246 7338 0010**

Persons entitled: **SANTANDER UK PLC AS SECURITY TRUSTEE FOR THE SECURED PARTIES (SECURITY AGENT).**

Brief description: **THE PROPERTY KNOWN AS CHAMPNEYS SPRING LOCATED AT GALLOWS LANE, PACKINGTON, ASHBY DE LA ZOUCH, LEICESTERSHIRE DE12 7HD REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER LT223964 AND LT223965. THE PROPERTY KNOWN AS 16 IVEAGH CLOSE AND GARAGE MEASHAM, SWADLINCOTE, LEICESTERSHIRE DE12 7JL REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER LT63934. PLEASE SEE SCHEDULE 3 OF THE ATTACHED SECURITY AGREEMENT FOR FURTHER DETAILS.**

**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: **ADDLESHAW GODDARD LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 2467338

Charge code: 0246 7338 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd April 2017 and created by Champneys Springs Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th April 2017 .

Given at Companies House, Cardiff on 6th April 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 *3 April* 2017

**CHAMPNEYS HENLOW LIMITED**  
as Borrower

**THE SUBSIDIARIES OF THE BORROWER LISTED IN PART 1 OF SCHEDULE 1**  
as Guarantors

**SANTANDER UK PLC**  
as Security Agent

---

**SECURITY AGREEMENT**

---

## Contents

Clause	Page
1 Definitions and interpretation.....	1
2 Covenant to pay .....	4
3 Charging provisions .....	4
4 Continuing security .....	7
5 Negative pledge.....	7
6 Restrictions on disposals .....	8
7 Further assurance .....	8
8 Land Registry .....	9
9 Future property .....	9
10 Notices of assignments and charges .....	10
11 Subsidiary Shares and Investments.....	12
12 Security power of attorney.....	13
13 Enforcement of security .....	13
14 Receiver .....	16
15 Delegation .....	20
16 Application of monies .....	20
17 Remedies and waivers .....	20
18 Protection of third parties.....	21
19 Additional security .....	21
20 Settlements conditional .....	21
21 Subsequent Security .....	21
22 Set-off .....	22
23 Notices.....	22
24 Invalidity.....	22
25 Assignment.....	22
26 Releases.....	22
27 Currency clauses.....	22
28 Certificates and determinations .....	23
29 Counterparts.....	23
30 Governing law.....	23
31 Enforcement .....	23
 Schedule 1	
The Chargors.....	25
 Schedule 2	
Subsidiary Shares .....	26
 Schedule 3	
Properties .....	27
 Schedule 4	
UK registered trademarks.....	28
 Schedule 5	
Occupational Leases .....	29
Part 1 - Form of notice of assignment .....	29
Part 2 – Form of acknowledgement .....	31

Schedule 6	
Relevant Agreements .....	32
Part 1 - Form of notice of assignment .....	32
Part 2 - Form of acknowledgement .....	34
Schedule 7	
Relevant Policies .....	35
Part 1 - Form of notice of assignment .....	35
Part 2 - Form of acknowledgement .....	37
Schedule 8	
Blocked Accounts .....	38
Part 1 - Form of notice of charge.....	38
Part 2 - Form of acknowledgement .....	40
Schedule 9	
Charged Accounts .....	41
Part 1 - Form of notice of charge.....	41
Part 2 - Form of acknowledgement .....	43
Schedule 10	
Form of Security Deed of Accession .....	44
Schedule 11	
Champneys Henlow Grange plan .....	49

This Security Agreement is made on 3 April 2017

Between

- (1) **Champneys Henlow Limited** registered in England & Wales with number 01297142 whose registered office is at Palladium House, 1/4 Argyll Street, London, England W1F 7LD (**Borrower**);
- (2) **The subsidiaries** of the Borrower listed in Schedule 1 (together with the Borrower, the **Original Chargors**); and
- (3) **Santander UK plc** as security trustee for the Secured Parties (**Security Agent**, which term shall include any person appointed as security trustee or as an additional security trustee in accordance with the terms of the Facilities Agreement).

It is agreed

## 1 Definitions and interpretation

### 1.1 Definitions

In this Deed:

**Additional Chargor** means a company which creates Security over its assets in favour of the Security Agent by executing a Security Deed of Accession

**Blocked Account** means:

- (a) the Remediation Account
- (b) the Proceeds Account and
- (c) any other account designated as a Blocked Account by the Borrower and the Security Agent

**Charged Account** has the meaning given to it in clause 3.4(i) (First fixed charges)

**Chargor** means an Original Chargor or an Additional Chargor

**Debts** has the meaning given to it in clause 3.4(g) (First fixed charges)

**Facilities Agreement** means the facilities agreement between, amongst others, the Borrower as borrower, the Guarantors as guarantors, Santander UK plc as mandated lead arranger, agent, security agent, arranger and original lender and dated on or about the date of this Deed under which the Lender agrees to make certain term and ancillary facilities

**Fixtures** means, in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery belonging to any Chargor now or at any time after the date of this Deed on that Secured Property

**Floating Charge Assets** means all the assets and undertaking from time to time subject to the floating charge created under clause 3.5 (Floating charge)

**Intellectual Property** means:

- (a) the registered trademarks described in Schedule 4 (UK registered trademarks)
- (b) any patents, trade marks (excluding the registered trade marks described in paragraph (a) above), service marks, designs, business names, copyrights, database rights, design rights, topography rights, domain names, moral rights, inventions, confidential information, confidential knowhow and any other associated or similar intellectual property rights and interests anywhere in the world (which may now or in the future subsist), and in each case whether registered or unregistered and
- (c) the benefit of all applications, rights to apply for and rights to use such assets (including, without limitation, any licences and sub-licences of the same) (which may now or in the future subsist)

**Investments** means any shares, stocks, debenture security, securities, bonds and investments of any type (other than the Subsidiary Shares) whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the relevant Chargor or by a trustee or clearance system or nominee

**Party** means a party to this Deed

**Properties** means the properties listed in Schedule 3 (Properties)

**Receiver** means any receiver, manager or administrative receiver appointed by the Security Agent in respect of any Chargor or any of the Secured Assets

**Related Rights** means, in respect of any Investment or Subsidiary Share:

- (a) all monies paid or payable in respect of that Investment or Subsidiary Share (whether as income, capital or otherwise)
- (b) all shares, investments or other assets derived from that Investment or Subsidiary Share and
- (c) all rights derived from or incidental to that Investment or Subsidiary Share

**Relevant Agreement** means:

- (a) each Hedging Agreement
- (b) each Lease Document
- (c) any guarantee of rental income contained in, or relating to, any Occupational Lease
- (d) each Day Spa Lease
- (e) each Boots Agreement
- (f) the LBC Joint Venture Agreement
- (g) each document evidencing any Subordinated Debt ~~and~~

*AG LLP*  
*3-6-17*



- (h) each other agreement designated as a Relevant Agreement by the Borrower and the Security Agent in writing *and*

(i) *such Material Apex Works Documents*

**Relevant Policies** means, in respect of a Chargor, all policies of insurance present and future in which it has an interest (other than policies in respect of third party liability) together with all monies payable in respect of those policies

*AG LHD  
3-6-17*

**Secured Assets** means, in respect of any Chargor, all of its assets and undertaking the subject of any Security created by, under or supplemental to, this Deed in favour of the Security Agent

**Secured Obligations** means all monies and liabilities now or after the date of this Deed due owing or incurred by the Obligors (or any of them) to the Secured Parties (or any of them) under the Finance Documents (or any of them) in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Finance Party under any Finance Document

**Secured Property** means, at any time, the Properties and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to, this Deed

**Security Deed of Accession** means a deed substantially in the form set out in Schedule 10 (Form of Security Deed of Accession)

**Security Period** means the period beginning on the date of this Deed and ending on the date on which the Security Agent is satisfied that the Secured Obligations have been irrevocably and unconditionally satisfied in full and all facilities made available by the Secured Parties (or any of them) under the Finance Documents (or any of them) have been cancelled and all obligations of the Hedge Counterparties under any Hedging Agreement have been terminated

**Subsidiary Shares** means, in respect of a Chargor, all shares present and future held by it in its Subsidiaries (including those listed in Schedule 2 (Subsidiary Shares))

## 1.2 Interpretation

- (a) Unless otherwise defined in this Deed, a term defined in the Facilities Agreement has the same meaning when used in this Deed or any notices, acknowledgements or other documents issued under or in connection with this Deed.
- (b) In this Deed the term **dispose** includes any sale, lease, licence, transfer or loan.
- (c) Clause 1.2 (Construction) of the Facilities Agreement is incorporated in this Deed as if set out here in full but so that each reference in that clause to **this Agreement** shall be read as a reference to this Deed.

## 1.3 Third party rights

- (a) Unless expressly provided to the contrary in any Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed or any other Finance Document issued or entered into under or in connection with it but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

- (b) Unless expressly provided to the contrary in any Finance Document the consent of any person who is not a Party is not required to rescind or vary this Deed or any other Finance Document entered into under or in connection with it.

#### **1.4 Administration**

- (a) Any reference in this Deed, or any other Finance Document entered into under or in connection with it, to the making of an administration order shall be treated as including a reference to the appointment of an administrator under paragraph 14 (by the holder of a qualifying floating charge in respect of a Chargor's assets) or 22 (by a Chargor or the directors of a Chargor) of Schedule B1 to the Insolvency Act 1986 or any steps taken toward such order or appointment.
- (b) Any reference in this Deed or any other Finance Document entered into under or in connection with it, to making an application for an administration order by petition shall be treated as including a reference to making an administration application to the court under Schedule B1 to the Insolvency Act 1986, appointing an administrator under paragraph 14 or 22 of that Schedule, or giving notice under paragraph 15 or 26 of that Schedule of intention to appoint an administrator or any steps taken towards such application or notice.

#### **1.5 Incorporated terms**

The terms of the Finance Documents and of any side letters relating to the Finance Documents and the Secured Obligations are incorporated into this Deed to the extent required for any purported disposition of any Secured Assets contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

### **2 Covenant to pay**

Each Chargor covenants with the Security Agent as security agent for the Secured Parties to pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents.

### **3 Charging provisions**

#### **3.1 General**

All Security created by a Chargor under clauses 3.2 to 3.5 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future, of that Chargor in and to the relevant Secured Asset;
- (d) granted in favour of the Security Agent as security trustee for the Secured Parties; and
- (e) granted subject to the Intellectual Property licence granted pursuant to the Boots Agreements or any other licence granted pursuant to a Permitted Disposal.

### 3.2 First legal mortgages

Each Chargor charges by way of first legal mortgage its Properties and all Fixtures on each of its Properties.

### 3.3 Assignments

Each Chargor assigns:

- (a) all rental income and all other sums payable under any Occupational Lease;
- (b) the Relevant Agreements to which it is a party; and
- (c) the Relevant Policies to which it is a party.

Each Chargor shall remain liable to perform all its obligations under each Occupational Lease, each Relevant Agreement and each Relevant Policy to which it is a party.

### 3.4 First fixed charges

Each Chargor charges by way of first fixed charge:

- (a) all interests and estates in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 3.2) and, in each case, the Fixtures on each such property;
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (e) the Subsidiary Shares together with all Related Rights;
- (f) the Investments together with all Related Rights;
- (g) all book and other debts due to the relevant Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);
- (h) all monies from time to time standing to the credit of each Blocked Account;
- (i) all monies from time to time standing to the credit of each account including, without limitation, the Current Accounts held by the relevant Chargor with any bank, building society, financial institution or other person, other than any Blocked Account (each a **Charged Account**);
- (j) all its Intellectual Property;

- (k) all its goodwill and uncalled capital;
- (l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them; and
- (m) to the extent that any assignment in clause 3.3 (Assignments) is ineffective as an assignment, the assets referred to in that clause.

### **3.5 Floating charge**

Each Chargor charges by way of first floating charge (i) all its assets and undertaking both present and future that are located in Scotland, and (ii) all its assets and undertaking both present and future located anywhere other than Scotland other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clause 3.2 (First legal mortgages), clause 3.3 (Assignments) or clause 3.4 (First fixed charges).

### **3.6 Qualifying floating charge**

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

### **3.7 Conversion of floating charge to a fixed charge**

- (a) The Security Agent may, at any time during the Security Period by notice in writing to any Chargor, convert the floating charge created under clause 3.5 (Floating charge) into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if:
  - (i) an Event of Default is continuing; or
  - (ii) in the opinion of the Security Agent that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset.
- (b) Clause 3.7(a) shall not apply to any Floating Charge Asset situated in Scotland if, and to the extent that a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such conversion.

### **3.8 Automatic conversion of floating charge to a fixed charge**

- (a) If (unless permitted in writing by the Security Agent or expressly permitted under the terms of any Finance Document):
  - (i) a Chargor creates or attempts to create any Security over any of its Floating Charge Assets (excluding, for the avoidance of doubt, any Permitted Security);
  - (ii) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset; or
  - (iii) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of any Chargor,

the floating charge created by this Deed will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 3.8(a)(iii) over all of the Floating Charge Assets.

- (b) Clause 3.8(a) shall not apply to any Floating Charge Asset situated in Scotland if, and to the extent that a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such conversion.

### **3.9 Documents of title**

Each Chargor shall, upon request by the Security Agent:

- (a) promptly deposit with the Security Agent any deeds, certificates and other documents constituting or evidencing title to the Secured Assets of that Chargor; or
- (b) procure that any such deeds, certificates and other documents are held to the order of the Security Agent on terms acceptable to the Security Agent (acting reasonably).

### **3.10 Small company moratorium**

Where a Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 to the Insolvency Act 1986, then the obtaining of a moratorium, including any preliminary decision, or investigation in terms of paragraph 43 of Schedule A1 to the Insolvency Act 1986 shall not cause the floating charge created by this Deed to crystallise into a fixed charge, nor cause restrictions which would not otherwise apply to be imposed on the disposal of its property and assets by that Chargor.

## **4 Continuing security**

### **4.1 Continuing security**

The Security constituted by this Deed shall be continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by any Chargor or any other person of the whole or any part of the Secured Obligations.

### **4.2 Recourse**

The Security constituted by this Deed:

- (a) is in addition to any other Security which any Finance Party may hold at any time for the Secured Obligations (or any of them); and
- (b) may be enforced without first having recourse to any other rights of any Finance Party.

## **5 Negative pledge**

### **5.1 No Chargor shall create or permit to subsist any Security over any of its assets.**

### **5.2 No Chargor shall:**

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by a Chargor;
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;

- (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

- 5.3 Clause 5.1 and clause 5.2 do not apply to any Security which is expressly permitted pursuant to clause 23.14 (Negative pledge) of the Facilities Agreement.

## **6 Restrictions on disposals**

- 6.1 No Chargor shall, without the prior written consent of the Security Agent, enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of all or any part of any Secured Assets.

- 6.2 Clause 6.1 does not apply to:

- (a) any disposal expressly permitted pursuant to clause 24.2 (Occupational Lease) of the Facilities Agreement; or
- (b) any Permitted Disposal.

## **7 Further assurance**

- 7.1 Each Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require) in favour of the Security Agent or its nominee(s):

- (a) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Security Agent or the Secured Parties provided by or pursuant to this Deed or by law;
- (b) to confer on the Security Agent or confer on the Secured Parties Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or
- (c) (if an Event of Default is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under this Deed.

- 7.2 If requested by the Security Agent (acting reasonably) each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this Deed.

- 7.3 Nothing in this Deed shall oblige any Chargor to give notice to any of its clients, customers or suppliers of any Security created in favour of the Security Agent or to take any action in respect of Intellectual Property outside of the United Kingdom, nor shall the Security Agent give any such notice or require any such action, unless an Event of Default is continuing.

7.4 Unless the Agent has exercised any rights in accordance with clause 26.19 (Acceleration) of the Facilities Agreement, nothing in this Deed shall require any Chargor to:

- (a) file an application for the registration of any Intellectual Property; or
- (b) threaten or commence any legal proceedings in respect of any infringement or dispute in respect of Intellectual Property including any agreement in respect of Intellectual Property (other than where such Intellectual Property is material to the Businesses and failure to do so has or is reasonably likely to have a Material Adverse Effect, in which case it shall use its commercially reasonable endeavours to attempt to resolve the relevant matter).

7.5 Any document required to be executed by a Chargor under this clause 7 will be prepared at the cost of that Chargor.

## **8 Land Registry**

### **8.1 Application for restriction**

- (a) In relation to land and buildings situated in England and Wales, title to which is registered or is to be registered at the Land Registry, each Chargor consents to an application being made to the Chief Land Registrar for registration of a restriction on the register of title of all present and future registered freehold, leasehold or commonhold property of that Chargor (and any unregistered properties subject to compulsory first registration at the date of this Deed).
- (b) Each Chargor confirms that so far as any of the Secured Property is unregistered, such land is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003.

### **8.2 Tacking and further advances**

The Lenders are, subject to the terms of the Facilities Agreement, under an obligation to make further advances to the Borrower and this security has been made for securing such further advances. The Security Agent and each Chargor by this Deed consent to an application being made to the Chief Land Registrar to enter a note of such obligation on the register of title to all present and future registered property of that Chargor (and any unregistered properties subject to compulsory first registration at the date of this Deed).

## **9 Future property**

If any Chargor acquires (or intends to acquire) any freehold or leasehold or other interest in property after the date of this Deed it must:

- (a) notify the Security Agent immediately of such acquisition or its intention to acquire such property;
- (b) immediately on request by the Security Agent and at the cost of the Chargor, execute and deliver to the Security Agent, a charge by way of first legal mortgage of such property and all Fixtures on such property in favour of the Security Agent in such form as the Security Agent may require;
- (c) obtain such consents as are required for the Security referred to in this clause 9;

- (d) if the title to such freehold or leasehold property is registered at the Land Registry or required to be so registered, to give the Land Registry written notice of the Security; and
- (e) if applicable, ensure that the Security is correctly noted in the register of title against that title at the Land Registry .

## **10 Notices of assignments and charges**

### **10.1 Rental income**

- (a) Each Chargor which is a party to an Occupational Lease shall give notice in the form specified in Part 1 (Form of notice of assignment) of Schedule 5 to each tenant under each Occupational Lease that the Chargor has assigned to the Security Agent all its right, title and interest in the rental income and other monies payable under that Occupational Lease.
- (b) The relevant Chargor shall give the notices referred to in clause 10.1(a):
  - (i) in the case of an Occupational Lease subsisting at the date of this Deed, if requested by the Security Agent following the occurrence of an Event of Default which is continuing; and
  - (ii) in the case of an Occupational Lease coming into existence after the date of this Deed, upon the request of the Security Agent following the occurrence of an Event of Default which is continuing.
- (c) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in Part 2 (Form of acknowledgement) of Schedule 5 within 10 Business Days of that notice being given.

### **10.2 Relevant Agreements**

- (a) Each Chargor which is a party to a Relevant Agreement other than an Occupational Lease shall give notice in the form specified in Part 1 (Form of notice of assignment) of Schedule 6 to the other parties to each Relevant Agreement that the Chargor has assigned to the Security Agent all its right, title and interest in that Relevant Agreement.
- (b) The relevant Chargor shall give the notices referred to in clause 10.2(a):
  - (i) in the case of a Relevant Agreement subsisting at the date of this Deed, if requested by the Security Agent following the occurrence of an Event of Default which is continuing; and
  - (ii) in the case of a Relevant Agreement coming into existence and/or being designated as such after the date of this Deed, upon the request of the Security Agent following the occurrence of an Event of Default which is continuing.
- (c) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in Part 2 (Form of acknowledgement) of Schedule 6 within 10 Business Days of that notice being given.



### 10.3 Insurance policies

- (a) Each Chargor which is an insured party under a Relevant Policy shall give notice in the form specified in Part 1 (Form of notice of assignment) of Schedule 7 to each insurer under each Relevant Policy that the Chargor has assigned to the Security Agent all its right, title and interest in that Relevant Policy.
- (b) The relevant Chargor shall give the notices referred to in clause 10.3(a):
  - (i) in the case of each Relevant Policy subsisting at the date of this Deed, on the date of this Deed; and
  - (ii) in the case of each Relevant Policy coming into existence after the date of this Deed, on that Relevant Policy being put on risk.
- (c) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in Part 2 (Form of acknowledgement) of Schedule 7 within 10 Business Days of that notice being given.

### 10.4 Blocked Accounts

- (a) Each Chargor holding a Blocked Account shall give notice in the form specified in Part 1 (Form of notice of charge) of Schedule 8 to the financial institution at which such Blocked Account is held that the Chargor has created a fixed charge over the balance standing to the credit of that Blocked Account.
- (b) The relevant Chargor shall give the notices referred to in clause 10.4(a):
  - (i) in the case of a Blocked Account held by that Chargor at the date of this Deed, on the date of this Deed; and
  - (ii) in the case of a Blocked Account opened after the date of this Deed, on that Blocked Account being opened.
- (c) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in Part 2 (Form of acknowledgement) of Schedule 8 within 10 Business Days of that notice being given.

### 10.5 Charged Accounts

- (a) Each Chargor holding a Charged Account shall give notice in the form specified in Part 1 (Form of notice of charge) of Schedule 9 to the financial institution at which such Charged Account is held that the Chargor has created a fixed charge over the balance standing to the credit of that Charged Account.
- (b) The relevant Chargor will give the notices referred to in clause 10.5(a):
  - (i) in the case of a Charged Account held by that Chargor at the date of this Deed, on the date of this Deed; and
  - (ii) in the case of a Charged Account opened after the date of this Deed, on that Charged Account being opened.

- (c) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice substantially in the form specified in Part 2 (Form of acknowledgment) of Schedule 9 within 10 Business Days of that notice being given.

## **11 Subsidiary Shares and Investments**

### **11.1 Delivery of documents**

On the later of:

- (a) the date of this Deed; and
- (b) the date of acquisition of those Subsidiary Shares, Investments or Related Rights,

each Chargor shall:

- (i) deliver to the Security Agent all certificates of title and other documents of title or evidence of ownership in respect of its Subsidiary Shares or Investments and the Related Rights; and
- (ii) deliver to the Security Agent such transfer documents (with the transferee left blank) or any other documents as the Security Agent may require or otherwise request in respect of those Subsidiary Shares, Investments and Related Rights.

### **11.2 Dividends**

Until any steps are taken to enforce the Security created by or under this Deed, each Chargor shall be entitled to receive and retain all dividends, distributions and other monies receivable in respect of its Subsidiary Shares, Investments and Related Rights.

### **11.3 Voting rights**

No Chargor shall exercise its voting and other rights in respect of its Subsidiary Shares, Investments and Related Rights in a manner which is reasonably likely to be prejudicial to the interests of the Finance Parties.

### **11.4 Payments**

Each Chargor shall make all payments which may become due and payable in respect of any of its Subsidiary Shares, Investments and Related Rights. If it fails to make any such payments, the Security Agent may but shall not be obliged to make such payment on behalf of the relevant Chargor. Any sums so paid by the Security Agent shall be repayable by the relevant Chargor to the Security Agent on demand and pending such repayment shall constitute part of the Secured Obligations.

### **11.5 Obligations**

Each Chargor shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of its Subsidiary Shares, Investments and Related Rights and the Security Agent shall not be required to perform or fulfil any obligation of any Chargor in respect of any Subsidiary Shares, Investments or Related Rights.

## **11.6 Compliance with notices**

Each Chargor shall comply with any notice served on it under the Companies Act 2006 or pursuant to the articles of association or any other constitutional document of any relevant entity in respect of or in connection with the Subsidiary Shares, Investments or Related Rights, in each case, where failure to do so would be reasonably likely to be prejudicial to the interests of the Security Agent, and will promptly provide to the Security Agent a copy of that notice.

## **11.7 Conversion**

- (a) Each Chargor shall ensure that none of its Subsidiary Shares are converted into uncertificated form without the prior written consent of the Security Agent.
- (b) Immediately on conversion of any of its Subsidiary Shares, Investments or Related Rights from a certificated to an uncertificated form, and on the acquisition of any Subsidiary Shares, Investments or Related Rights in an uncertificated form, each Chargor shall give such instructions or directions and take such other steps and enter into such documentation as the Security Agent may require in order to protect or preserve the Security intended to be created by this Deed.

## **12 Security power of attorney**

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed. Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 12.

## **13 Enforcement of security**

### **13.1 When security is enforceable**

The security created by and under this Deed is immediately enforceable:

- (a) on the occurrence of any Event of Default which is continuing; or
- (b) if any Chargor so requests.

### **13.2 Acts of enforcement**

The Security Agent may, at its absolute discretion, at any time after the Security created by or under this Deed is enforceable:

- (a) enforce all or any part of the Security created by or under this Deed in any manner it sees fit;
- (b) exercise its rights and powers conferred upon mortgagees by the Law of Property Act 1925, as varied and extended by this Deed, and rights and powers conferred on a Receiver by this Deed, whether or not it has taken possession or appointed a Receiver to any of the Secured Assets;
- (c) appoint one or more qualified persons (as defined in clause 14.1(b) (Appointment of Receiver)) to be a Receiver to all or any part of the Secured Assets;
- (d) appoint an administrator in respect of any Chargor and take any steps to do so;

- (e) exercise its power of sale under section 101 of the Law of Property Act 1925 (as amended by this Deed); or
- (f) if permitted by law, appoint an administrative receiver in respect of any Chargor.

### **13.3 Right of appropriation**

To the extent that the Security created by this Deed constitutes a "security financial collateral arrangement" and the Secured Assets constitute "financial collateral" for the purpose of the Financial Collateral Arrangements (No 2) Regulations 2003 (**Regulations**), the Security Agent shall have the right on giving prior notice to the relevant Chargor, at any time after the Security becomes enforceable, to appropriate all or any part of those Secured Assets in or towards discharge of the Secured Obligations. The parties agree that the value of the appropriated Secured Assets shall be, in the case of cash, the amount of cash appropriated and, in the case of Subsidiary Shares and Investments, determined by the Security Agent by reference to any available publicly available market price in the absence of which by such other means as the Security Agent (acting reasonably) may select including, without limitation, an independent valuation. For the purpose of Regulation 18(1) of the Regulations, each Chargor agrees that any such determination by the Security Agent will constitute a valuation "in a commercially reasonable manner",

### **13.4 Statutory powers - general**

- (a) For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Law of Property Act 1925 and section 93 of the Law of Property Act 1925 do not apply to the Security constituted by or under this Deed.
- (c) The statutory powers of leasing conferred on the Security Agent are extended so that, without the need to comply with any provision of section 99 or section 100 of the Law of Property Act 1925, the Security Agent is empowered to lease and make agreements for lease at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it may think fit.
- (d) Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagees and Receivers.

### **13.5 Contingencies**

If the Security Agent enforces the Security constituted by or under this Deed at a time when no amounts are due to any Finance Party under the Finance Documents but at a time when amounts may or will become so due, the Security Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspense account.

### **13.6 Mortgagee in possession - no liability**

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Secured Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might otherwise be liable.

### **13.7 Redemption of prior mortgages**

At any time after the Security created by or under this Deed has become enforceable, the Security Agent may, at the sole cost of the Chargors (payable to the Security Agent on demand):

- (a) redeem any prior form of Security over any Secured Asset; and/or
- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed shall be conclusive and binding on the Chargors.

### **13.8 Subsidiary Shares and Investments - following an Event of Default**

- (a) If an Event of Default is continuing, each Chargor shall on request by the Security Agent:
  - (i) (if not already deposited with the Security Agent), deliver to the Security Agent such stock transfer forms or other transfer documents as the Security Agent may require to enable the Security Agent or its nominee or nominees to be registered as the owner of, and to obtain legal and beneficial title to the Subsidiary Shares, the Investments and/or Related Rights referred to in such request;
  - (ii) provide to the Security Agent certified copies of all resolutions and authorisations approving the execution of such transfer forms and registration of such transfers as the Security Agent may reasonably require;
  - (iii) procure that each such transfer is promptly registered by the relevant company or other entity;
  - (iv) procure that, immediately on their issue, all share certificates or other documents of title in the appropriate form, in respect of the relevant Subsidiary Shares, Investments and/or Related Rights, are delivered to the Security Agent in each case showing the registered holder as the Security Agent or its nominee or nominees (as applicable); and
  - (v) exercise all voting rights in respect of its Subsidiary Shares, Investments and Related Rights only in accordance with the instructions of the Security Agent.
- (b) At any time while an Event of Default is continuing, the Security Agent may complete any transfer documents held by it in respect of the Subsidiary Shares, the Investments and/or Related Rights in favour of itself or such other person or nominee as it shall select.
- (c) At any time after the Security created by or under this Deed has become enforceable, the Security Agent and its nominee or nominees may sell all or any of the Subsidiary Shares, Investments or Related Rights of the Chargors (or any of them) in any manner permitted by law and on such terms as the Security Agent shall in its absolute discretion determine.
- (d) If any Chargor receives any dividends, distributions or other monies in respect of its Subsidiary Shares, Investments and Related Rights at a time when the Security Agent has made a request under clause 13.8(a) or taken any steps to enforce Security created by or under this Deed under clause 13.2 (Acts of enforcement), the relevant Chargor

shall immediately pay such sums received directly to the Security Agent for application in accordance with clause 16 (Application of monies) and shall hold all such sums on trust for the Security Agent pending payment of them to such account as the Security Agent shall direct.

## **14 Receiver**

### **14.1 Appointment of Receiver**

(a)

- (i) At any time after any Security created by or under this Deed is enforceable, the Security Agent may appoint a Receiver to all or any part of the Secured Assets in accordance with clause 13.2(c) (Acts of enforcement).
- (ii) At any time, if so requested in writing by any Chargor, without further notice, the Security Agent may appoint one or more qualified persons to be a Receiver to all or any part of the Secured Assets of that Chargor as if the Security Agent had become entitled under the Law of Property Act 1925 to exercise the power of sale conferred under the Law of Property Act 1925.

(b) In this Deed **qualified person** means a person who, under the Insolvency Act 1986, is qualified to act as a receiver of the property of any company with respect to which he is appointed.

(c) Any Receiver appointed under this Deed shall be the agent of the relevant Chargor and that Chargor shall be solely responsible for his acts or defaults and for his remuneration and liable on any contracts or engagements made or entered into by him and in no circumstances whatsoever shall the Security Agent be in any way responsible for any misconduct, negligence or default of the Receiver.

(d) Where a Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 to the Insolvency Act 1986:

- (i) obtaining a moratorium; or
- (ii) anything done with a view to obtaining a moratorium including any preliminary decision or investigation in terms of paragraph 43 of Schedule A1 to the Insolvency Act 1986,

shall not be grounds for appointment of a Receiver.

### **14.2 Removal**

The Security Agent may by written notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receiver) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated.

## 14.3 Powers of Receiver

### (a) General

- (i) In addition to those conferred by the Law of Property Act 1925 on any Receiver appointed under that Act, each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out in this clause 14.3.
- (ii) If there is more than one Receiver holding office at the same time, unless the document appointing him states otherwise, each Receiver may exercise all of the powers conferred on a Receiver under this Deed or under the Insolvency Act 1986 individually and to the exclusion of any other Receivers.
- (iii) A Receiver of a Chargor has all the rights, powers and discretions of an administrative receiver under the Insolvency Act 1986.
- (iv) A Receiver may, in the name of any Chargor:
  - (A) do all other acts and things which he may consider expedient for realising any Secured Asset; and
  - (B) exercise in relation to any Secured Asset all the powers, authorities and things which he would be capable of exercising if he were its absolute beneficial owner.

### (b) Borrow money

A Receiver may raise and borrow money (either unsecured or on the security of any Secured Asset, either in priority to the security constituted by this Deed or otherwise) on any terms and for whatever purpose which he thinks fit. No person lending that money need enquire as to the propriety or purpose of the exercise of that power or to check the application of any money so raised or borrowed.

### (c) Carry on business

A Receiver may carry on the business of any relevant Chargor as he thinks fit and, for the avoidance of doubt, a Receiver may apply for such Authorisations as he considers in his absolute discretion appropriate.

### (d) Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of any relevant Chargor or relating in any way to any Secured Asset.

### (e) Delegation

A Receiver may delegate his powers in accordance with clause 15 (Delegation).

### (f) Employees

For the purposes of this Deed, a Receiver as he thinks appropriate, on behalf of the relevant Chargor or for itself as Receiver, may:

- (i) appoint and discharge managers, officers, agents, accountants, servants, workmen and others upon such terms as to remuneration or otherwise as he may think proper; and
- (ii) discharge any such persons appointed by the relevant Chargor.

**(g) Leases**

A Receiver may let any Secured Asset for any term and at any rent (with or without a premium) which he thinks proper and may accept a surrender of any lease or tenancy of any Secured Assets on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).

**(h) Legal actions**

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings or submit to arbitration or any form of alternative dispute resolution in the name of the relevant Chargor in relation to any Secured Asset as he considers expedient.

**(i) Possession**

A Receiver may take immediate possession of, get in and collect any Secured Asset.

**(j) Protection of assets**

A Receiver may, in each case as he may think fit:

- (i) make and effect all repairs and insurances and do all other acts which the relevant Chargor might do in the ordinary conduct of its business be they for the protection or for the improvement of the Secured Assets;
- (ii) commence and/or complete any building operations on the Secured Property or other Secured Asset; and
- (iii) apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence.

**(k) Receipts**

A Receiver may give valid receipts for all monies and execute all assurances and things which may be expedient for realising any Secured Asset.

**(l) Sale of assets**

A Receiver may sell, exchange, convert into monies and realise any Secured Asset by public auction or private contract in any manner and on any terms which he thinks proper. The consideration for any such transaction may consist of cash, debenture or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit. Fixtures and any plant and machinery annexed to any part of the Secured Property may be severed and sold separately from the property containing them without the consent of the relevant Chargor.



(m) **Subsidiaries**

A Receiver may form a Subsidiary of the relevant Chargor and transfer to that Subsidiary any Secured Asset.

(n) **Deal with Secured Assets**

A Receiver may, without restriction sell, let or lease, or concur in selling, letting or leasing, or vary the terms of, determine, surrender or accept surrenders of, leases or tenancies of, or grant options and licences over or otherwise dispose of or deal with, all or any part of the Secured Assets without being responsible for loss or damage, and so that any such sale, lease or disposition may be made for cash payable by instalments, loan stock or other debt obligations or for shares or securities of another company or other valuable consideration. The Receiver may form and promote, or concur in forming and promoting, a company or companies to purchase, lease, licence or otherwise acquire interests in all or any of the Secured Assets or otherwise, arrange for such companies to trade or cease to trade and to purchase, lease, license or otherwise acquire all or any of the Secured Assets on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit.

(o) **Voting rights**

A Receiver may exercise all voting and other rights attaching to the Investments, Subsidiary Shares, Related Rights and stocks, shares and other securities owned by that Chargor and comprised in the Secured Assets in such manner as he may think fit.

(p) **Security**

A Receiver may redeem any prior Security and settle and pass the accounts of the person entitled to the prior Security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on that Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver.

(q) **Acquire land**

The Receiver may purchase or acquire any land and purchase, acquire or grant any interest in or right over land.

(r) **Development**

A Receiver may implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on, any real property comprised in the Secured Property and do all acts and things incidental to the Secured Property.

(s) **Landlord's obligations**

A Receiver may on behalf of any Chargor and without consent of or notice to that Chargor exercise all the powers conferred on a landlord or a tenant by the Landlord and Tenants Acts, the Rents Acts and Housing Acts or any other legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Secured Property.

(t) **Uncalled capital**

A Receiver may make calls conditionally or unconditionally on the members of any relevant Chargor in respect of uncalled capital.

**(u) Incidental matters**

A Receiver may do all other acts and things including without limitation, signing and executing all documents and deeds as may be considered by the Receiver to be incidental or conducive to any of the matters or powers listed here or granted by law or otherwise incidental or conducive to the preservation, improvement or realisation of the Secured Assets and to use the name of the relevant Chargor for all the purposes set out in this clause 14.

**14.4 Remuneration**

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it.

**15 Delegation**

15.1 The Security Agent and any Receiver may 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 Agent and the Receiver (as appropriate) under this Deed to any person or persons as it shall think fit. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Agent and Receiver (as appropriate) may think fit.

15.2 The Security Agent and any Receiver will not be liable or responsible to any Chargor or any other person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate.

**16 Application of monies**

16.1 Sections 109(6) and (8) (Appointment, powers, remuneration and duties of receiver) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Deed.

16.2 All monies received by the Security Agent or any Receiver under this Deed shall be applied in the following order:

- (a) in accordance with clause 30.1 (Order of application) of the Facilities Agreement; and
- (b) the balance (if any) will be paid to the Chargors or otherwise applied as required by law.

16.3 The Security Agent and any Receiver may place any money received, recovered or realised pursuant to this Deed in an interest bearing suspense account and it may retain the same for such period as it considers expedient without having any obligation to apply the same or any part of it in or towards discharge of the Secured Obligations.

**17 Remedies and waivers**

17.1 No failure to exercise, nor any delay in exercising, on the part of the Security Agent or any Receiver, any right or remedy under this Deed shall operate as a waiver of any such right or remedy or constitute an election to affirm this Deed. No election to affirm this Deed on the part of the Security Agent or any Receiver shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

- 17.2 A waiver given or consent granted by the Security Agent or any Receiver under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

## **18 Protection of third parties**

- 18.1 No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents has an obligation to enquire of the Security Agent, Receiver or others:

- (a) whether the Secured Obligations have become payable;
- (b) whether any power purported to be exercised has become exercisable;
- (c) whether any Secured Obligations or other monies remain outstanding;
- (d) how any monies paid to the Security Agent or to the Receiver shall be applied; or
- (e) the status, propriety or validity of the acts of the Receiver or Security Agent.

- 18.2 The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Security Agent or any Receiver.

- 18.3 In clause 18.1 and clause 18.2 **purchaser** includes any person acquiring, for money or monies worth, any lease of, or Security over, or any other interest or right whatsoever in relation to, the Secured Assets or any of them.

## **19 Additional security**

The Security created by or under this Deed is in addition to and is not in any way prejudiced by any guarantee or security now or subsequently held by any Finance Party.

## **20 Settlements conditional**

- 20.1 If the Security Agent (acting reasonably) believes that any amount paid by a Chargor or any other person in respect of the Secured Obligations is capable of being avoided or set aside for any reason, then for the purposes of this Deed, such amount shall not be considered to have been paid.

- 20.2 Any settlement, discharge or release between a Chargor and any Finance Party shall be conditional upon no Security or payment to or for that Finance Party by that Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency or liquidation or otherwise.

## **21 Subsequent Security**

If the Security Agent or any Finance Party receives notice of any other subsequent Security or other interest affecting all or any of the Secured Assets it may open a new account or accounts for the relevant Chargor in its books. If it does not do so then, unless it gives express written notice to the contrary to the relevant Chargor, as from the time of receipt of such notice by the Security Agent, all payments made by that Chargor to the Security Agent or to any other Finance Party shall be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Obligations.

## **22 Set-off**

A Finance Party may set off any matured obligation due from a Chargor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies the relevant Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

## **23 Notices**

Any communication under this Deed or any other Security or Finance Document created by or under this Deed, shall be made and given in accordance with the terms of clause 35 (Notices) of the Facilities Agreement.

## **24 Invalidity**

Clause 37 (Partial invalidity) of the Facilities Agreement shall apply to this Deed as if set out here in full but so that references to the Finance Documents shall be construed as references to this Deed and any Security created by or under it.

## **25 Assignment**

The Security Agent may assign or otherwise transfer all or any part of its rights under this Deed or any Security created by or under it in accordance with the terms of the Finance Documents.

## **26 Releases**

Upon the expiry of the Security Period or if required by a Chargor in connection with a Permitted Disposal, the Security Agent shall, at the request and cost of the Chargors, take whatever action is necessary to release and reassign to each relevant Chargor:

- (a) its relevant rights arising under this Deed;
- (b) the relevant Secured Assets from the Security created by and under this Deed,

and return all relevant documents or deeds of title delivered to it under this Deed.

## **27 Currency clauses**

27.1 Clause 33.9 (Change of currency) of the Facilities Agreement shall apply to this Deed as if set out here in full but so that references to the Finance Documents shall be construed as references to this Deed and any Security created by or under it and references to the Obligors shall be construed as references to the Chargors.

27.2 If a payment is made to the Security Agent under this Deed in a currency (**Payment Currency**) other than the currency in which it is expressed to be payable (**Contractual Currency**), the Security Agent may convert that payment into the Contractual Currency at the rate at which it (acting reasonably and in good faith) is able to purchase the Contractual Currency with the Payment Currency on or around the date of receipt of the payment and to the extent that the converted amount of the payment falls short of the amount due and payable the Chargors will remain liable for such shortfall.

## **28 Certificates and determinations**

Clause 36.2 (Certificates and determinations) of the Facilities Agreement shall apply to this Deed as if set out here in full but so that references to the Finance Documents shall be construed as references to this Deed and any Security created by or under it and references to the Secured Parties shall be construed as references to the Security Agent.

## **29 Counterparts**

This Deed or any Finance Document entered into under or in connection with this Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed or any such Finance Document entered into under or in connection with this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

## **30 Governing law**

This Deed (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

## **31 Enforcement**

### **31.1 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 relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (**Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This clause 31 is for the benefit of the Security Agent. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

### **31.2 Service of process**

- (a) The Civil Procedure Rules regarding service and deemed service will not apply to any letter or other communication notifying a claim or serving legal proceedings under or in connection with this Deed, which shall instead be served in accordance with this clause 31.
- (b) Any letter or other communication notifying a claim or serving legal proceedings under or in connection with this Deed may not be made by way of fax and must be made pursuant to clauses 35 (Notices) of the Facilities Agreement (excluding, for this purpose, clause 35.5 (Electronic communication) of the Facilities Agreement) and/or, as applicable, clause 31.2(c).
- (c) Without prejudice to any other mode of service allowed under any relevant law, each Chargor (other than a Chargor incorporated in England and Wales):

- (i) irrevocably appoints the Borrower as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed (and the Borrower by its execution of this Deed, accepts that appointment); and
  - (ii) agrees that failure by an agent for service of process to notify the relevant Chargor of the process will not invalidate the proceedings concerned.
- (d) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Borrower (on behalf of all the Chargors) must immediately (and in any event within 10 Business Days of such event taking place) appoint another agent on terms acceptable to the Security Agent. Failing this, the Security Agent may appoint another agent for this purpose.
- (e) The Borrower expressly agrees and consents to the provisions of this clause 31 and clause 30 (Governing law).

**This Security Agreement** has been signed on behalf of the Security Agent and executed as a deed by each Chargor and is delivered on the date given at the beginning of this Security Agreement.

## **Schedule 1**

### **The Chargors**

<b>Name</b>	<b>Jurisdiction of Incorporation</b>	<b>Registered Number</b>
Champneys Springs Limited	England & Wales	02467338
Fitness and Leisure Holdings Limited	England & Wales	02911543
Champneys Forest Mere Limited	England & Wales	03047435
Champneys Eastwell Ltd	England & Wales	10415295
Maplesudden Limited	Scotland	SC138475
Champneys Tring Limited	England & Wales	00474937
The Champneys International College Limited	England & Wales	03636116

## Schedule 2

### Subsidiary Shares

<b>Chargor</b>	<b>Name and registered number of Subsidiary</b>	<b>Number and class of shares</b>
Champneys Henlow Limited	Fitness and Leisure Holdings Limited (Company no. 02911543)	19,472,000 ordinary shares
Champneys Henlow Limited	Champneys Forest Mere Limited (Company no. 03047435)	1,000 ordinary shares
		3,000,000 preference shares
Champneys Henlow Limited	Champneys Springs Limited (Company no. 02467338)	99 ordinary shares
Champneys Henlow Limited	Champneys Eastwell Limited (Company no. 10415295)	98 ordinary shares
Maplesudden Limited	Champneys Tring Limited (Company no. 00474937)	1,407,900,000 ordinary shares



### Schedule 3

#### Properties

Owner	Description (Property Definition)	Title Number
Champneys Tring Limited	Champneys Tring located at Chesham Road, Wigginton, Hertfordshire HP23 6HX	HD358492
Champneys Forest Mere Limited	Champneys Forest Mere, located at Portsmouth Road, Liphook, Hampshire GU30 7JQ	SX51682, SX91951 and WSX111547
Champneys Springs Limited	Champneys Springs located at Gallows Lane, Packington, Ashby de la Zouch, Leicestershire DE12 7HD	LT223964 and LT223965
Champneys Henlow Limited	Champneys Henlow Grange located at Coach Road, Henlow, Bedfordshire SG16 6BT	BD167974 and BD173449 in part all right, title and interest in the land shown edged and numbered 4 in blue on the plan at Schedule 11
Champneys Henlow Limited	8 Oak Drive, Henlow Leicestershire	BD162608
Champneys Henlow Limited	10 Oak Drive, Henlow Leicestershire	BD162039
Champneys Springs Limited	16 Iveagh Close and garage, Measham, Swadlincote, Leicestershire DE12 7JL	LT136934
Champneys Eastwell Ltd	Eastwell Manor, Eastwell Park, Boughton, Aluph, Ashford TN25 4HR	TT58679 (first registration pending)

#### Schedule 4

#### UK registered trademarks

Mark	Territory	Status	Classes	Application Date	Application No.	Registered Proprietor
CHAMPNEYS	United Kingdom	Registered	42	01.10.1986	1277594	Champneys Tring Limited
CHAMPNEYS	United Kingdom	Registered	03 30 32	02.05.1989	1382369	Champneys Tring Limited
AGE EXCELLENCE (Series of 4)	United Kingdom	Registered	03	30.01.2008	2478374	Champneys Tring Limited

## Schedule 5

### Occupational Leases

#### Part 1- Form of notice of assignment

To: ♦

Dated: ♦

Dear Sirs

#### The lease described in the attached schedule (the Lease)

We hereby notify you that we have assigned to Santander UK plc (**Security Agent**) as security agent for itself and certain financial institutions all our right, title and interest in and to the Lease (including all rental income and other monies payable under the Lease).

We hereby irrevocably and unconditionally authorise and instruct you:

- 1 without notice or reference to or further authority from us and without enquiring as to the justification or the validity of those instructions, to comply only with any instructions from time to time received by you from the Security Agent relating to the Lease; [and]
- 2 [to pay all sums payable by you under the Lease directly to [♦]; and]
- 3 [if so directed by the Security Agent in writing] to pay all sums payable by you under the Lease directly to the Security Agent at:

Bank: ♦

Account number: ♦

Sort code: ♦

or such other account as the Security Agent may specify from time to time.

We remain liable to perform all our obligations [as landlord] under the Lease and the Security Agent is under no obligation of any kind whatsoever under the Lease nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Lease.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Security Agent and the other copy to us.

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

Yours faithfully

.....

for and on behalf of

♦ Limited

**The Schedule**

**[Description of Lease]**

*[Attach form of acknowledgment]*

## Part 2 – Form of acknowledgement

To: [name of Security Agent]

[address]

To: [name of Chargor] (Chargor)

[address]

Dated: ♦

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

- 1 we will not agree to any amendment, waiver or release of any provision of the Lease without the prior written consent of the Security Agent;
- 2 we shall act in accordance with the Notice;
- 3 the Chargor will remain liable to perform all its obligations under the Lease and the Security Agent is under no obligation of any kind whatsoever under the Lease nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Lease;
- 4 no breach or default on the part of the Chargor of any of the terms of such Lease will be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach;
- 5 we have made all necessary arrangements for all future payments payable under such Lease to be made into the account specified in the Notice;
- 6 as at the date of this acknowledgement we have not received any notice of assignment or charge of the Chargor's interest in the Lease in favour of any other person; and
- 7 we do not have and have not claimed or exercised any right or claim against the Chargor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to the Lease.

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

.....

For and on behalf of

[Tenant]

## Schedule 6

### Relevant Agreements

#### Part 1- Form of notice of assignment

To: ♦

Dated: ♦

Dear Sirs

#### **The agreement described in the attached schedule (Agreement)**

We hereby notify you that we have assigned to Santander UK plc (**Security Agent**) as security agent for itself and certain financial institutions all our right, title and interest in and to the Agreement.

We hereby irrevocably and unconditionally authorise and instruct you:

1 without notice or reference to, or further authority from us and without enquiring as to the justification or the validity of those instructions, to comply only with any instructions from time to time received by you from the Security Agent relating to the Agreement and any rights under or in connection with the Agreement; and

2 to pay all sums payable by you under the Agreement directly to our account at:

Bank: ♦

Account number: ♦

Sort code: ♦

or such other account as the Security Agent may specify from time to time.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Security Agent and the other copy to us.

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

Yours faithfully

.....

for and on behalf of

♦ **Limited**

### The Schedule

Date	Parties	Description
◆	◆	◆

*[Attach form of acknowledgment]*

## Part 2 - Form of acknowledgement

To: [name of Security Agent]

[address]

To: [name of Chargor] (**Chargor**)

[address]

Dated: ♦

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

- 1      there has been no amendment, waiver or release of any rights or interests in the Agreement since the date of the Agreement;
- 2      we will not agree to any amendment, waiver or release of any provision of the Agreement without the prior written consent of the Security Agent;
- 3      we shall act in accordance with the Notice;
- 4      as at the date of this acknowledgement we have not received any notice of assignment or charge of the Chargor's interest in the Agreement in favour of any other person;
- 5      as at the date of this acknowledgement, we are not aware of any breach by the Chargor of the terms of the Agreement; and
- 6      we do not have and have not claimed or exercised any right or claim against the Chargor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to the Agreement.

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

.....

For and on behalf of

♦



## Schedule 7

### Relevant Policies

#### Part 1- Form of notice of assignment

To: [insurer]

Dated: ♦

Dear Sirs

#### **The insurance policies described in the attached schedule (Relevant Policies)**

We hereby notify you that we have assigned to Santander UK plc (**Security Agent**) as security agent for the benefit of itself and certain financial institutions all our right, title and interest in and to the Relevant Policies.

We hereby irrevocably and unconditionally authorise and instruct you:

- 1 without notice or reference to or further authority from us and without enquiring as to the justification or the validity of those instructions, to comply only with any instructions from time to time received by you from the Security Agent relating to the Relevant Policies (or any of them); and
- 2 to pay all sums (other than in respect of public liability insurance, third party liability insurance, business interruption insurance and claims (or a series of connected claims) for £50,000 or less) payable by you under the Relevant Policies (or any of them) directly to the Security Agent at:

Bank: ♦

Account name: Proceeds Account

Account number: ♦

Sort code: ♦

or such other account as the Security Agent may specify from time to time.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Security Agent and the other copy to us.

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

Yours faithfully

.....

for and on behalf of

♦ Limited

### The Schedule

Date of policy	Insured	Policy type	Policy number
◆	◆	◆	◆

*[Attach form of acknowledgment]*

## Part 2 - Form of acknowledgement

To: [name of Security Agent]

[address]

To: [name of Chargor] (**Chargor**)

[address]

Dated: ♦

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

- 1      there has been no amendment, waiver or release of any rights or interests in any Relevant Policy since the date of such policy;
- 2      we have noted the Security Agent's interest as mortgagee and first loss payee on each Relevant Policy;
- 3      we will not agree to any amendment, waiver or release of any provision of any Relevant Policy without the prior written consent of the Security Agent;
- 4      we shall act in accordance with the Notice;
- 5      as at the date of this acknowledgement we have not received any notice of assignment or charge of the Chargor's interest in any Relevant Policy or the proceeds of any Relevant Policy in favour of any other person; and
- 6      we do not have and have not claimed or exercised any right or claim against the Chargor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to any Relevant Policy.

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

.....

For and on behalf of

[insurance company]

## Schedule 8

### Blocked Accounts

#### Part 1 - Form of notice of charge

To: *[insert name and address of account holding institution]*

Dated: ♦

Dear Sirs

**Account number:** ♦ (Blocked Account)

**Sort code:** ♦

**Account holder:** ♦ Limited

We hereby notify you that we have charged by way of first fixed charge to Santander UK plc (**Security Agent**) as security agent for itself and certain financial institutions all our right, title and interest in and to the monies from time to time standing to the credit of the Blocked Account.

We hereby irrevocably and unconditionally authorise and instruct you:

- 1 to hold all monies from time to time standing to the credit of the Blocked Account to the order of the Security Agent and accordingly to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect; and
- 2 to disclose to the Security Agent such information relating to us and the Blocked Account as the Security Agent may from time to time request you to provide.

We also advise you that:

- (a) we may not withdraw any monies from the Blocked Account without first having obtained the prior written consent of the Security Agent; and
- (b) the provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Security Agent and the other copy to us.

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

Yours faithfully

.....  
for and on behalf of  
♦ Limited

*[Attach form of acknowledgment]*

## Part 2 - Form of acknowledgement

To: [name of Security Agent]

[address]

To: [name of Chargor] (**Chargor**)

[address]

Dated: ♦

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

We confirm that:

- 1 we shall act in accordance with the Notice;
- 2 as at the date of this acknowledgement we have not received any notice of assignment or charge over the Chargor's interest in the Blocked Account in favour of any other person; and
- 3 we will not exercise any right of combination of accounts, set-off or lien over any monies standing to the credit of the Blocked Account.

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

.....

For and on behalf of

[account holding institution]

## Schedule 9

### Charged Accounts

#### Part 1 - Form of notice of charge

To: [insert name and address of account holding institution]

Account number: ♦ (Charged Account)

Sort code: ♦

Account holder: ♦ Limited

We hereby notify you that we have charged by way of first fixed charge to Santander UK plc (**Security Agent**) as security agent for itself and certain financial institutions all our right, title and interest in and to the monies from time to time standing to the credit of the Charged Account.

We hereby irrevocably and unconditionally authorise and instruct you:

- 1 to hold all monies from time to time standing to the credit of the Charged Account to the order of the Security Agent and accordingly to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect; and
- 2 to disclose to the Security Agent such information relating to us and the Charged Account as the Security Agent may from time to time request you to provide.

By countersigning this notice, the Security Agent authorises you to permit us to withdraw and otherwise deal with funds standing to the credit of the Charged Account until:

- (a) you receive a notice in writing to the contrary from the Security Agent;
- (b) a petition is presented for a winding up order in respect of us or an application is made for an administration order in respect of us,

(whichever occurs first).

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Security Agent and the other copy to us.

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

Yours faithfully

.....  
for and on behalf of  
♦ Limited

Countersigned for and on behalf of

the Security Agent:  
[Attach form of acknowledgment]

.....





## Part 2 - Form of acknowledgement

To: [name of Security Agent]

[address]

To: [name of Chargor] (**Chargor**)

[address]

Dated: ♦

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

We confirm that:

- 1 we shall act in accordance with the Notice;
- 2 as at the date of this acknowledgement we have not received any notice of assignment or charge or other security over the Chargor's interest in the Charged Account in favour of any other person; and
- 3 we will not exercise any right of combination of accounts, set-off or lien over any monies standing to the credit of the Charged Account.

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

For and on behalf of

[account holding institution]

## Schedule 10

### Form of Security Deed of Accession

**This Deed** is made on ♦

#### **Between**

- (1) **Champneys Henlow Limited** (registered in England with number 01297142) for itself and for the Chargors (**Borrower**);
- (2) ♦ (registered in ♦ with number ♦ (**Acceding Chargor**); and
- (3) **Santander UK plc** as security trustee for the Secured Parties (**Security Agent**).

#### **Whereas**

- (A) This Deed is supplemental to a security agreement dated ♦ between, inter alia, the Borrower, the Chargors and the Security Agent (**Security Agreement**).
- (B) [The Acceding Chargor has also entered into an Accession Deed to the Facilities Agreement on or about the date of this Security Deed of Accession and by doing so appoints the Borrower as its agent on the terms set out in the Accession Deed].

#### **It is agreed**

### **1 Definitions and interpretation**

#### **1.1 Definitions**

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Security Agreement have the same meaning when used in this Deed.
- (b) In this Deed, **Subsidiary Shares** means all shares present and future held by the Acceding Chargor or its Subsidiaries including those listed in Schedule 2 (Subsidiary Shares) to this Deed.

#### **1.2 Interpretation**

Clauses 1.2 (Construction), 1.3 (Third party rights), 1.4 (Administration) and 1.5 (Incorporated terms) of the Security Agreement are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to **this Deed** shall be construed as references to this Security Deed of Accession.

### **2 Accession of Acceding Chargor**

#### **2.1 Accession**

The Acceding Chargor agrees to be a Chargor for the purposes of the Security Agreement with immediate effect and agrees to be bound by all of the terms of the Security Agreement as if it had originally been a party to it.

## **2.2 Covenant to pay**

The Acceding Chargor covenants with the Security Agent as security trustee for the Secured Parties that it will pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents.

## **2.3 Charging provisions**

All security created by a Chargor under clauses 2.4 to 2.7 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future of the Acceding Chargor in and to the relevant Charged Property;
- (d) granted in favour of the Security Agent as security agent for the Secured Parties; and
- (e) granted subject to the Intellectual Property licence granted pursuant to the Boots Agreements or any other licence granted pursuant to a Permitted Disposal.

## **2.4 First legal mortgages**

The Acceding Chargor charges by way of first legal mortgage the properties described in Schedule 1 (Properties) to this Deed and, in each case and Fixtures on each of the Properties.

## **2.5 Assignments**

- (a) The Acceding Chargor assigns:
  - (i) the rental income and all other sums payable under any Occupational Lease;
  - (ii) the Relevant Agreements to which it is a party; and
  - (iii) the Relevant Policies to which it is a party.
- (b) The Acceding Chargor shall remain liable to perform all its obligations under each Occupational Lease, each Relevant Agreement and each Relevant Policy to which it is a party.

## **2.6 First fixed charges**

The Acceding Chargor charges by way of first fixed charge:

- (a) all interests and estate in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 2.4 and in each case, the Fixtures on each such property;
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;

- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (e) the Subsidiary Shares together with all Related Rights;
- (f) the Investments together with all Related Rights;
- (g) all book and other debts due to the Acceding Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);
- (h) all monies from time to time standing to the credit of each Blocked Account;
- (i) all monies from time to time standing to the credit of each account held by the Acceding Chargor with any bank, building society, financial institution or other person other than any Blocked Account (each an **Account**);
- (j) all its Intellectual Property;
- (k) all its goodwill and uncalled capital;
- (l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them;
- (m) to the extent that any assignment in clause 2.5 is ineffective as an assignment, the assets referred to in that clause.

## **2.7 Floating charge**

The Acceding Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 2.4, 2.5 or 2.6.

## **2.8 Qualifying floating charge**

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

## **3 Consent of existing charging companies**

The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Security Agreement.

## **4 Security power of attorney**

The Acceding Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Acceding Chargor is obliged to take under this Deed or the Security Agreement. The Acceding Chargor ratifies and confirms whatever any attorney does or prompts to do pursuant to its appointment under this clause 4.

## **5 Notices**

The Acceding Chargor confirms that its address details for notices in relation to clause 23 (Notices) of the Security Agreement are as follows:

Address: ♦

Fax: ♦

Attention: ♦

## **6 Counterparts**

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

## **7 Governing law and jurisdiction**

[Clause 30 of the Security Agreement] shall be incorporated in this Deed as if set out here in full but so that references to the Security Agreement shall be construed as references to this Deed.

**This Deed** has been signed on behalf of the Security Agent and executed as a deed by each other Party and is delivered on the date given at the beginning of this Deed.

**Schedule 1**

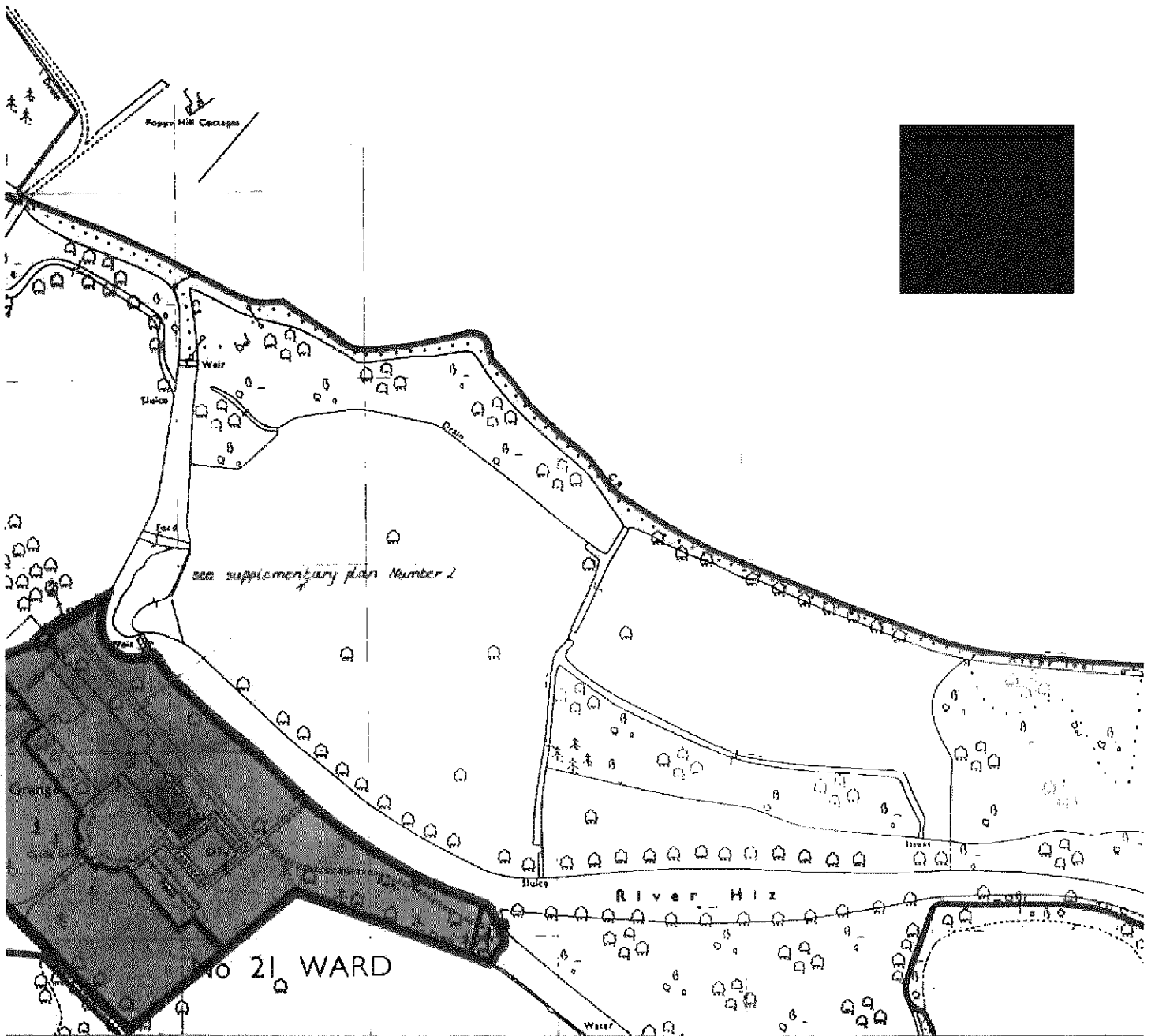
**Properties**

**Schedule 2**

**Subsidiary Shares**

**Schedule 11**

**Champneys Henlow Grange plan**





## SIGNATURES TO THE SECURITY DEED OF ACCESSION

### Borrower

Executed as a deed by )  
**Champneys Henlow Limited** ) .....  
acting by a director in the presence of ) Director

.....  
Signature of witness

Name .....

Address .....

.....

### Acceding Chargor

Executed as a deed by )  
**♦ Limited/plc** ) .....  
acting by a director in the presence of ) Director

.....  
Signature of witness

Name .....

Address .....

.....

### Security Agent

**Santander UK plc** )  
By: ) .....  
)

## SIGNATORIES TO THE SECURITY AGREEMENT

### Borrower

**Champneys Henlow Limited**

Executed as a deed by

**Champneys Henlow Limited**

acting by a director in the presence of

)

)

)

Director

Signature of witness

Name *Paul Mitchell*

Address *Champneys, Chesham*

*Rd., Tring, HP23 6HY*

Address: Champneys Tring  
Wigginton  
Nr. Tring  
Hertfordshire HP23 6HY

Fax No:

FAO: Paul Mitchell

### Guarantors

**Champneys Springs Limited**

Executed as a deed by

**Champneys Springs Limited**

acting by a director in the presence of

)

)

)

Director

Signature of witness

Name *Paul Mitchell*

Address *Champneys, Chesham*

*Rd., Tring, HP23 6HY*

Address: Champneys Tring  
Wigginton  
Nr. Tring  
Hertfordshire HP23 6HY

Fax No:

FAO: Paul Mitchell

**Fitness and Leisure Holdings Limited**

Executed as a deed by )  
**Fitness and Leisure Holdings Limited** )  
acting by a director in the presence of ) Director

Signature of witness

Name *Paul Mitchell*

Address *Champneys, Chesham*

*Rd, Tring, HP23 6HY*

Address: Champneys Tring  
Wigginton  
Nr. Tring  
Hertfordshire HP23 6HY

Fax No:

FAO: Paul Mitchell

**Champneys Forest Mere Limited**

Executed as a deed by )  
**Champneys Forest Mere Limited** )  
acting by a director in the presence of ) Director

Signature of witness

Name *Paul Mitchell*

Address *Champneys, Chesham*

*Rd, Tring, HP23 6HY*

Address: Champneys Tring  
Wigginton  
Nr. Tring  
Hertfordshire HP23 6HY

Fax No:

FAO: Paul Mitchell

**Champneys Eastwell Ltd**

Executed as a deed by  
**Champneys Eastwell Limited**  
acting by a director in the presence of

)  
)  
) Director

Signature of witness

Name *Paul Mitchell*

Address *Champneys, Chesham*

*Rd, Tring, HP23 6HY*

Address: Champneys Tring  
Wigginton  
Nr. Tring  
Hertfordshire HP23 6HY

Fax No:

FAO: Paul Mitchell

**Maplesudden Limited**

Executed as a deed by  
**Maplesudden Limited**  
acting by a director in the presence of

)  
)  
) Director

Signature of witness

Name *Paul Mitchell*

Address *Champneys, Chesham*

*Rd, Tring, HP23 6HY*

Address: Champneys Tring  
Wigginton  
Nr. Tring  
Hertfordshire HP23 6HY

Fax No:

FAO: Paul Mitchell

**Champneys Tring Limited**

Executed as a deed by  
**Champneys Tring Limited**  
acting by a director in the presence of

)  
)  
) Director

Signature of witness

Name *Paul Mitchell*

Address *Champneys, Chesham*

*Rd, Tring, HP23 6HY*

Address: Champneys Tring  
Wigginton  
Nr. Tring  
Hertfordshire HP23 6HY

Fax No:

FAO: Paul Mitchell

**The Champneys International College Limited**

Executed as a deed by  
**The Champneys International College  
Limited**  
acting by a director in the presence of

)  
)  
) Director

Signature of witness

Name *Paul Mitchell*

Address *Champneys, Chesham*

*Rd, Tring, HP23 6HY*

Address: Champneys Tring  
Wigginton  
Nr. Tring  
Hertfordshire HP23 6HY

Fax No:

FAO: Paul Mitchell

**The Security Agent**

**Santander UK plc**

By: *Guy Phillips*

Address 17 Ulster Terrace  
Regent's Park  
London NW1 4PJ

Fax No: 020 7486 6879

Attention: Guy Phillips

