



**Registration of a Charge**

Company name: **BANNATYNE FITNESS (7) LIMITED**

Company number: **02497983**



XA1GUEIY

Received for Electronic Filing: **01/04/2021**

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**Details of Charge**

Date of creation: **31/03/2021**

Charge code: **0249 7983 0022**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC**

Brief description:

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

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

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**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:

**IMOGEN BENSON TLT LLP**



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

Company number: 2497983

Charge code: 0249 7983 0022

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2021 and created by BANNATYNE FITNESS (7) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st April 2021 .

Given at Companies House, Cardiff on 6th April 2021

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

EXECUTION VERSION

DATED 31 March 2021

(1) THE COMPANIES LISTED IN SCHEDULE 1  
as Chargors

- and -

(2) NATIONAL WESTMINSTER BANK PLC  
as Security Trustee

**GROUP DEBENTURE**  
relating to a  
**FACILITIES AGREEMENT**

*This Debenture is subject to and has the benefit of an Intercreditor Agreement dated 5 November 2020 and as amended on or about the date of this Deed and made between, among others, (1) the Borrower, (2) the Security Trustee and (3) the Secured Parties (as each such term is defined in this Deed) (the “Intercreditor Agreement”).*

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THIS DEBENTURE is made on

31 March

2021

BETWEEN

- (1) THE COMPANIES LISTED AT SCHEDULE 1 TO THIS DEED (the "Chargors"); and
- (2) NATIONAL WESTMINSTER BANK PLC (as security trustee for the Secured Parties (as defined below)) (in such capacity, the "Security Trustee").

## BACKGROUND

- (A) On or around the date hereof, the 2021 Facilities Agreement (as defined below) is to be entered into.
- (B) It is a condition precedent to the availability of the 2021 Facilities (as defined below) that the Chargors enter into this Debenture.

## IT IS AGREED:

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this Deed:

- (a) terms defined in, or construed for the purposes of, the 2021 Facilities Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed); and
- (b) the following terms have the following meanings:

**"2021 Facilities"** means the term loan facilities made available to the Borrower under the 2021 Facilities Agreement;

**"2021 Facilities Agreement"** means the facilities agreement dated on or about the date of this Agreement and made between Bannatyne Fitness Limited as borrower, National Westminster Bank PLC as original lender, agent and security trustee and certain others;

**"Accession Deed"** means an accession deed substantially in the form set out in schedule 6 (*Form of Accession Deed*) or in such other form as the Borrower and the Security Trustee may otherwise agree each acting reasonably;

**"Account Bank"** means:

- (a) The Royal Bank of Scotland plc; and/or
- (b) National Westminster Bank plc; and/or
- (c) such other bank which is a Finance Party or an Affiliate of a Finance Party and with which any Collection Account or Cash Collateral Account is maintained from time to time;

**"Act"** means the Law of Property Act 1925;

**"Assigned Assets"** means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*);

**"BBM Agreement"** has the meaning given to that term in the 2021 Facilities Agreement.

**"Cash Collateral Accounts"** means each:

- (a) Mandatory Prepayment Account; and
- (b) Holding Account,

(each as defined in the 2021 Facilities Agreements) including but not limited to the accounts (if any) specified as such in part 3 of schedule 2 (*Details of Security Assets*) to this Deed;

**"Charged Accounts"** means each:

- (a) Collection Account;
- (b) Cash Collateral Account; and
- (c) other account charged by or pursuant to this Deed;

**"Charged Investments"** means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

**"Charged Securities"** means:

- (a) the securities specified in part 2 of schedule 2 (*Details of Security Assets*) to this Deed; and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "*investments*" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Deed) now or in future owned (legally or beneficially) by a Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Chargor has an interest at any time;

**"Chargors"** means:

- (a) the Chargors at the date of this Deed; and
- (b) any other company which accedes to this Deed pursuant to an Accession Deed;

**"Collection Account"** has the meaning given to that term in clause 11.9(a)(iii) (*Dealings with and realisation of Receivables and Collection Accounts*);

**"Debenture Security"** means the Security created or evidenced by or pursuant to this Deed or any Accession Deed;

**"Declared Default"** means the occurrence of an Event of Default which has resulted in an acceleration notice (howsoever described in the 2021 Facilities Agreement) being served by the Agent;

**"Default Rate"** means the rate of interest determined in accordance with the 2021 Facilities Agreement;



**"Delegate"** means any delegate, sub-delegate, agent, nominee, attorney or co-trustee appointed by the Security Trustee or by a Receiver;

**"Event of Default"** means each event of default (howsoever described) as listed in the 2021 Facilities Agreement;

**"Excluded Real Property"** means:

- (a) the Short Leasehold Property;
- (b) Grove Park Land;
- (c) the Old Head Office Land; and
- (d) the Wildmoor Property.

**"Existing 2020 Facilities Agreement"** means the facilities agreement dated 5 November 2020, as amended 19 March 2021 and on or about the date of this Deed and made between, amongst others, Bannatyne Fitness Limited as borrower, National Westminster Bank plc as original lender, agent and security trustee.

**"Existing 2020 Security Documents"** means the documents constituting the "Transaction Security Documents" as that expression is defined in the Existing 2020 Facilities Agreement.

**"Existing Commercial Facilities Agreement"** means the facilities agreement dated 20 December 2013 (as acceded to on 10 February 2014 and as amended and restated on 1 September 2015 and 23 December 2016, and as amended on 31 March, 25 June 2020, 5 November 2020, 19 February 2021, 19 March 2021 and on or about the date of this Deed) and made between Bannatyne Fitness Limited as borrower, National Westminster Bank plc as original lender and certain others.

**"Existing Commercial Security Documents"** means the documents constituting the "Transaction Security Documents" as that expression is defined in the Existing Commercial Facilities Agreement.

**"Existing Security Documents"** means the Existing 2020 Security Documents and the Existing Commercial Security Documents.

**"Finance Documents"** means each Finance Document as such term is defined in the 2021 Facilities Agreement.

**"Finance Party"** means each Finance Party as such term is defined in the 2021 Facilities Agreement (including, for the avoidance of doubt, each Hedge Counterparty).

**"Grove Park Land"** has the meaning given to that term in the 2021 Facilities Agreement;

**"Insurances"** means all policies of insurance (save for any policies of insurance or assurance which relate to liabilities to third parties) which are at any time held by or written in favour of a Chargor, or in which a Chargor from time to time has an interest including, without limitation:

- (a) all present and future key-man policies; and
- (b) the policies of insurance (if any) specified in part 6 of schedule 2 (*Details of Security Assets*) to this Deed, save to the extent such policies of insurance cover liabilities to third parties;

**"Intellectual Property"** means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Chargor in, or relating to:

- (a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of each Chargor (which may now or in the future subsist),

(including, without limitation, the intellectual property rights (if any) specified in part 4 of schedule 2 (*Details of Security Assets*) to this Deed);

**"Old Head Office Land"** has the meaning given to that term in the 2021 Facilities Agreement;

**"Party"** means a party to this Deed;

**"Planning Acts"** means (a) the Town and Country Planning Act 1990, (b) the Planning (Listed Buildings and Conservation Areas) Act 1990, (c) the Planning (Hazardous Substances) Act 1990, (d) the Planning (Consequential Provisions) Act 1990, (e) the Planning and Compensation Act 1991, (f) any regulations made pursuant to any of the foregoing and (g) any other legislation of a similar nature;

**"Real Property"** means all estates and interests in freehold, heritable, leasehold commonhold and other immovable property (wherever situated) now or in future belonging to any Chargor, or in which any Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 2 (*Details of Security Assets*) to this Deed), together with:

- (a) all buildings, fixtures, fittings and heritable (including trade fixtures and fixed plant and machinery) at any time thereon;
- (b) all easements, rights and agreements in respect thereof; and
- (c) the benefit of all covenants given in respect thereof;

**"Receivables"** means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (b) all proceeds of any of the foregoing;

**"Receiver"** means a receiver or receiver and manager or, to the extent permitted by law, administrative receiver of the whole or any part of the Security Assets appointed by the Security Trustee under this Deed;

**"Related Rights"** means, in relation to any Charged Security:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition; and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

**"Relevant Contract"** means each Material Contract or agreement specified in part 5 of Schedule 2 (*Details of Security Assets*) or specified in any Accession Deed as a *"Material Contract"*, together with each other agreement supplementing or amending or novating or replacing the same;

**"Restrictions Notice"** means a "restrictions notice" as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006.

**"Scottish Consent Property"** has the meaning given to that term in clause 11.7 (*Scottish Real Property undertakings*);

**"Scottish Real Property"** means all estates and interests in heritable and leasehold property situated in Scotland now in the future belonging to any Chargor, or in which any Chargor has an interest in at any time in Scotland (including the property specified in part 7 of schedule 2 (*Details of Security Assets*)) together with:

- (a) all buildings, fixtures and fittings (including trade fixtures but excluding any fixtures which a tenant would be entitled to remove from any such property upon expiry of any occupational lease or sooner) at any time thereon;
- (b) all servitudes, rights and agreements in respect thereof; and
- (c) the parts, privileges and pertinents in respect thereof.

**"Secured Obligations"** means all present and future obligations and liabilities at any time due, owing or incurred by any member of the Group and by each Debtor (as defined in the Intercreditor Agreement) to any Secured Party under the Finance Documents (including, for the avoidance of doubt, all monies covenanted to be paid under this Deed), both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity;

**"Secured Parties"** has the meaning given to that term in the 2021 Facilities Agreement;

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed;

**"Security Period"** means the period beginning on the date of this Deed and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents;

**"Short Leasehold Property"** has the meaning given to that term in the 2021 Facilities Agreement;

**"Skelmersdale Property"** has the meaning given to that term in the 2021 Facilities Agreement;

**"Warning Notice"** means a "warning notice" as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006;

**"Wildmoor Leaseback"** means the lease of the Wildmoor Property to be granted for a term of 30 years to Bannatyne Fitness Limited upon completion of the sale of the Wildmoor Property; and

**"Wildmoor Property"** means the freehold property at Wildmoor Spa & Health Club, Alcester Road, Stratford-upon-Avon, Warwickshire, CV37 9RJ and registered at HM Land Registry under title numbers WK375506 and WK416265.

## 1.2 Interpretation

- (a) Terms defined in the 2021 Facilities Agreement and not otherwise defined in this Deed shall bear the same meaning, and, unless a contrary indication appears, in this Deed the provisions of clause 1.2 (*Interpretation*) of the 2021 Facilities Agreement (other than clause 1.2.3) apply to this Deed as though they were set out in full in this Deed, except that references to "*this Agreement*" will be construed as references to this Deed.
- (b) Unless a contrary indication appears, any reference in this Deed to:
  - (i) a "**Chargor**", the "**Security Trustee**" or any other "**Secured Party**" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Trustee, any person for the time being appointed as Security Trustee or Security Trustees in accordance with the Finance Documents;
  - (ii) "**this Deed**", the "**2021 Facilities Agreement**", the "**Intercreditor Agreement**", any other "**Finance Document**" or any other agreement or instrument is a reference to this Deed, the 2021 Facilities Agreement, the Intercreditor Agreement, that other Finance Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any member of the Group or provides for further advances); and
  - (iii) "**Secured Obligations**" includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any member of the Group.
- (c) Each undertaking of any Chargor (other than a payment obligation) contained in this Deed:
  - (i) must be complied with at all times during the Security Period; and
  - (ii) is given by such Chargor for the benefit of the Security Trustee and each other Secured Party.

- (d) The terms of the other Finance Documents and of any side letters between any of the parties to them in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any disposition of the Real Property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (e) If the Security Trustee or the Agent reasonably considers that an amount paid by any member of the Group to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of such member of the Group, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- (f) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

### **1.3 Joint and several**

The liabilities and obligations of the Chargors and any company which becomes a Chargor under this Deed pursuant to an Accession Deed are joint and several. The Chargors and any company which becomes a Chargor under this Deed pursuant to an Accession Deed agrees to be bound by this Deed notwithstanding that any other Chargor which was intended to sign or be bound by this Deed did not so sign or is not bound by this Deed.

### **1.4 Inconsistency between this Deed and the Intercreditor Agreement**

If there is any conflict or inconsistency between any provision of this Deed and any provision of the Intercreditor Agreement, the provision of the Intercreditor Agreement shall prevail.

### **1.5 Existing Security**

- (a) The Parties agree that the Existing Security Documents to which they are a party continue in full force.
- (b) References herein to “first” fixed charges, “first” legal mortgages and the security assignments in Clause 4.2 are qualified by and subject to the Security created by the Existing Security Documents.
- (c) References herein to “full title guarantee” are qualified by and subject to the Security created by the Existing Security Documents.
- (d) The negative pledge covenant contained herein is qualified by and subject to the Security created by the Existing Security Documents.
- (e) No Chargor shall be in breach of any provision of the Finance Documents solely on account of it purporting to grant first ranking Security under this Deed after the Existing Security Documents have been granted.

### **1.6 Trust**

All Security and dispositions made or created, and all obligations and undertakings contained, in this Deed to, in favour of or for the benefit of the Security Trustee are made, created and entered into in favour of the Security Trustee as trustee for the Secured Parties from time to time on the terms of the Intercreditor Agreement. The perpetuity period for the trusts in this Deed is 125 years.

## **1.7 Third party rights**

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Third Parties Act to enforce or enjoy the benefit of any term of this Agreement.
- (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.
- (c) For the avoidance of doubt, any Receiver or Delegate may, subject to this clause 1.7 and the Contracts (Rights of Third Parties) Act 1999, rely on any clause of this Deed which expressly confers rights on it. Any Receiver or any Delegate of the Security Trustee may, subject to this Clause 1.6 (Third Party Rights) and the Third Parties Rights Act, rely on any clause of this Deed which expressly confers rights on it.

## **1.8 Terminology**

References to any English legal term for any action, remedy, method, judicial proceedings, legal documents, legal status, court or official or legal concept or thing, shall in respect of any jurisdiction other than England be deemed to include that term or thing which most nearly approximates it in that jurisdiction to that English legal term.

## **2. COVENANT TO PAY**

### **2.1 Covenant to pay**

- (a) Each Chargor, as principal obligor and not merely as surety, covenants in favour of the Security Trustee that it will pay and discharge the Secured Obligations from time to time when they fall due and payable in accordance with their terms.
- (b) Every payment by a Chargor of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with the Finance Document under which such sum is payable to that Secured Party, shall operate in satisfaction to the same extent of the covenant contained in clause 2.1(a).

### **2.2 Default interest**

Any amount which is not paid under this Deed when due and payable shall bear interest (both before and after judgment and payable on demand) from the due date for payment until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis:

- (a) at the rate and in the manner agreed in the Finance Document under which such amount is payable; or
- (b) (in the absence of such agreement) at the Default Rate as determined under the 2021 Facilities Agreement from time to time. In such a case default interest will accrue from day to day on a year of 365 days and will be compounded at such intervals as the Security Trustee (acting on the instructions of the Agent) states are appropriate.

### **3. GRANT OF SECURITY**

#### **3.1 Nature of security**

- (a) All Security and dispositions created or made by or pursuant to this Deed (including for the avoidance of doubt any Accession Deed) are created or made:
  - (i) in favour of the Security Trustee;
  - (ii) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 but in each case with all covenants implied therein pursuant to that Act being (A) subject to and qualified by reference to any Permitted Security, paragraphs (e) to (h) of the Legal Reservations and (B) construed with the omission of section 4(1)(b) of that Act; and
  - (iii) as continuing security for payment of the Secured Obligations.
- (b) Nothing in clause 3.1(a) (*Nature of security*) shall limit the representation given by the Obligors at clause 20.20 (*Ranking*) of the Existing Commercial Facilities Agreement or the representation given by the Obligors at clause 20.20 (*Ranking*) of the Existing 2020 Facilities Agreement.

#### **3.2 Qualifying floating charge**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to this Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

### **4. FIXED SECURITY**

#### **4.1 Fixed charges**

Each Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

- (a) by way of first legal mortgage the Real Property specified in, and in respect of that Chargor specified in, part 1 of schedule 2 (*Details of Security Assets*) to this Deed;
- (b) by way of first fixed charge:
  - (i) all other Real Property and all interests in Real Property (not charged by clause 4.1(a));
  - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land; and
  - (iii) the proceeds of sale of all Real Property,but excluding the Excluded Real Property and all interests in the Excluded Real Property and the Scottish Real Property and all interests in the Scottish Real Property;
- (c) by way of first fixed charge all plant and machinery and the benefit of all contracts, licences and warranties relating to the same;

- (d) by way of first fixed charge:
  - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(c)); and
  - (ii) the benefit of all contracts, licences and warranties relating to the same,

other than any which are for the time being part of any Chargor's stock-in-trade or work-in-progress;
- (e) by way of first fixed charge:
  - (i) the Charged Securities referred to in part 2 of schedule 2 (*Details of Security Assets*) to this Deed; and
  - (ii) all other Charged Securities (not charged by clause 4.1(e)(i)),

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which such Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;
- (f) by way of first fixed charge:
  - (i) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts;
  - (ii) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts; and
  - (iii) all accounts of such Chargor with any bank, financial institution or other person at any time (not charged by clauses 4.1(f)(i) or 4.1(f)(ii)) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;
- (g) save for the BBM Agreement, by way of first fixed charge:
  - (i) the Intellectual Property (if any) specified in part 4 of schedule 2 (*Details of Security Assets*); and
  - (ii) all other Intellectual Property (if any) not charged by clause 4.1(g)(i);
- (h) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (*Security assignments*), by way of first fixed charge such Assigned Asset;
- (i) by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed):
  - (i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of such Chargor or the use of any of its assets; and



- (ii) any letter of credit issued in favour of such Chargor and all bills of exchange and other negotiable instruments held by it;
- (j) by way of first fixed charge all of the goodwill and uncalled capital of such Chargor; and
- (k) by way of first fixed charge all Receivables not assigned under clause 4.2 (*Security assignments*).

#### 4.2 Security assignments

Each Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:

- (a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;
- (b) each of the following:
  - (i) each present and future key-man policy;
  - (ii) all Insurances specified in part 6 of schedule 2 (*Details of Security Assets*) to this Deed; and
  - (iii) all other Insurances (not assigned by clause 4.2(b)(i)),
 and all claims under the Insurances and all proceeds of the Insurances; and
- (c) all other Receivables (not assigned under clauses 4.2(a) or 4.2(b)).

To the extent that any Assigned Asset described in clause 4.2(b) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Chargor to any proceeds of such Assigned Asset.

#### 4.3 Notice of assignment and/or charge - immediate notice

No later than the date of this Deed and no later than ten Business Days after (i) obtaining any Insurance or (ii) in respect of any Relevant Contract executed after the date of this Deed, at the request of the Security Trustee following the occurrence of a Declared Default which is continuing, or (iii) the opening of any Charged Account (other than a Charged Account opened or maintained with the Security Trustee, as the Security Trustee is deemed to have notice of such assignment by virtue of signing this Deed), the Chargor shall:

- (a) in respect of each of its Insurances, deliver a duly completed notice of assignment to each insurer that is party to that Insurance, and shall use its reasonable endeavours to procure that each such party executes and delivers to the Security Trustee, in an acknowledgement, in each case in or substantially in the respective forms set out in schedule 5 (*Form of notice to and acknowledgement by insurers*) to this Deed; and
- (b) in respect of the Charged Accounts (excluding any Charged Account opened, or maintained with the Security Trustee, as the Security Trustee is deemed to have notice of such assignment by virtue of signing this Deed) deliver a duly completed notice to the Account Bank and use its reasonable endeavours to procure that the Account Bank executes and delivers to the Security Trustee an acknowledgement, in each case in the respective forms set out in schedule 3 (*Form of notice to and acknowledgement from Account Bank*) to this Deed,

or, in each case, in such other form as the Security Trustee shall agree (acting reasonably). The execution of this Deed (or any Accession Deed) by the Chargor and the Security Trustee shall constitute notice to, and acknowledgment by, the Security Trustee of any charge created over any Charged Account opened or maintained with the Security Trustee.

#### **4.4 Notice of assignment - Material Contracts**

Immediately upon request by the Security Trustee at any time after a Declared Default, each Chargor will, in respect of each Material Contract to which it is a party, deliver a duly completed notice of assignment to each other party to that Material Contract, and use its reasonable endeavours to procure that each such party executes and delivers to the Security Trustee an acknowledgement, in each case in the respective forms set out in schedule 4 (*Form of notice to and acknowledgment by a party to a Relevant Contract*) (or in such other form as the Security Trustee shall agree).

#### **4.5 Assigned Assets**

- (a) Until a Declared Default, the Chargor which has assigned its interest in an Assigned Asset shall be entitled to exercise all discretions or judgements, give any waivers or consents, deal with the relevant counterparty and receive all proceeds and claims under the relevant Assigned Asset notwithstanding such assignment, subject always to the term of the Finance Documents.
- (b) The Security Trustee is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Deed.

#### **4.6 Skelmersdale Property and Leases Restricting Charging**

- (a) There shall be excluded from the charge created by clause 4.1 (*Fixed charges*) and from the operation of clause 20 (*Further Assurances*) the Skelmersdale Property and any leasehold property held by a Chargor under a lease which precludes (either absolutely or without the consent of the landlord) that Chargor from creating any charge over its leasehold interest in that property (each a "Consent Property") until the relevant consent, condition or waiver has been satisfied or obtained.
- (b) For each Consent Property over which the Security Trustee requires a first legal mortgage under clause 4.1(a) or clause 2(c)(i) of any Accession Deed each relevant Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of that Chargor becoming party to this Deed and, in respect of each Consent Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use its reasonable endeavours to obtain that consent as soon as reasonably practicable and to keep the Security Trustee informed of the progress of its negotiations.
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant Consent Property shall stand charged to the Security Trustee under clause 4.1 (*Fixed charges*). If required by the Security Trustee at any time following receipt of that waiver or consent, the relevant Chargor will promptly execute a valid legal mortgage in such form as the Security Trustee shall reasonably require (provided that such legal mortgage is in a form which is consistent with and on terms no more onerous than this Deed).

- (d) For the avoidance of doubt, the provisions of this clause shall not apply to the Scottish Real Property.

## **5. FLOATING CHARGE**

The Chargor charges and agrees to charge by way of first floating charge all of its present and future:

- (a) assets and undertaking (wherever located) not otherwise effectively charged by way of first legal mortgage or fixed charge or assigned pursuant to clause 4.1 (*Fixed charges*), clause 4.2 (*Security assignments*) or any other provision of this Deed; and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

## **6. CONVERSION OF FLOATING CHARGE**

### **6.1 Conversion by notice**

The Security Trustee may, by written notice to the Chargor, convert the floating charge created under this Deed into a fixed charge as regards all or any of the assets of the Chargor specified in the notice if:

- (a) a Declared Default has occurred; or
- (b) the Security Trustee reasonably considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, provided that in relation to this clause 6.1(b), the Security Trustee may only convert the floating charge over the endangered Security Assets.

### **6.2 Moratorium**

- (a) Subject to paragraph (b) below, the floating charge created under this Deed by the Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 1986 (or anything done with a view to obtaining such a moratorium) in respect of a Chargor.
- (b) Paragraph (a) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

### **6.3 Automatic conversion**

The floating charge created under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

- (a) in relation to any Security Asset which is subject to a floating charge if:
  - (i) the Chargor creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Trustee; or
  - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and

- (b) over all Security Assets of the Chargor which are subject to a floating charge if an administrator is appointed in respect of the Chargor or the Security Trustee receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

#### **6.4 Scottish property**

Clause 6.3 (*Automatic conversion*) will not apply to any assets 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 automatic conversion.

#### **6.5 Partial conversion**

The giving of a notice by the Security Trustee pursuant to clause 6.1 (*Conversion by notice*) in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Security Trustee to serve similar notices in respect of any other class of assets or of any other right of the Security Trustee and/or the other Secured Parties.

### **7. CONTINUING SECURITY**

#### **7.1 Continuing security**

The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

#### **7.2 Additional and separate security**

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Trustee and/or any other Secured Party may at any time hold for any Secured Obligation.

#### **7.3 Right to enforce**

This Deed may be enforced against the Chargor without the Security Trustee and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

### **8. LIABILITY OF THE CHARGORS RELATING TO SECURITY ASSETS**

Notwithstanding anything contained in this Deed or implied to the contrary, each Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Trustee is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

### **9. ACCOUNTS**

No monies at any time standing to the credit of any account (of any type and however designated) of the Chargor with the Security Trustee and/or any other Secured Party (or any of them) or in which the Chargor has an interest (and no rights and benefits relating thereto) shall be assigned to any person other than a Secured Party, other than where such assignment constitutes a Permitted Security.

## **10. REPRESENTATIONS**

### **10.1 General**

The Chargor makes the representations and warranties set out in this clause 10 to the Security Trustee and to each other Secured Party.

### **10.2 Real Property**

In relation to the Real Property (other than the Excluded Real Property and the Scottish Real Property):

- (a) part 1 of schedule 2 (*Details of Security Assets*) to this Deed identifies all freehold and leasehold Real Property (other than the Excluded Real Property) situated in England and Wales which is beneficially owned by each Chargor; and
- (b) except as disclosed to the Secured Parties in the certificate of titles which have previously been delivered to, accepted and are relied upon by the Security Trustee:
  - (i) there is no breach of the Planning Acts or any other law or regulation which would be reasonably likely to materially affect the value or marketability of the Real Property;
  - (ii) there is no covenant, agreement, stipulation, reservation, condition, interest, right or other matter materially and adversely affecting the Real Property;
  - (iii) there is no unregistered interest which overrides: (1) first registration; or (2) registered dispositions affecting the Real Property, and there is no person in adverse possession of the Real Property;
  - (iv) no person has a right to terminate the use of a facility necessary for the enjoyment and use of the Real Property;
  - (v) the Chargor is not aware of any adverse claim in respect of the ownership of, or any interest in, the Real Property;
  - (vi) the Real Property is free from any tenancies or licences; and
  - (vii) the Real Property is in a good state of repair (reasonable wear and tear excepted).

### **10.3 Warning Notice or Restrictions Notice**

Each Chargor represents and warrants to the Security Trustee that no Warning Notice or Restrictions Notice has been issued to it in respect of all or any part of the Charged Securities and remains in effect.

### **10.4 Time when representations made**

- (a) All the representations and warranties in this clause 10 are made by the Chargor on the date of this Deed.
- (b) The representations and warranties in clause 10.2(b) are made by each company that accedes to the terms of this Deed pursuant to an Accession Deed on the day on which it becomes a Chargor. Each representation or warranty deemed to be made after the date of this Deed shall be deemed to be made by reference to the facts and

circumstances existing at the date the representation or warranty is deemed to be made.

## **11. UNDERTAKINGS BY THE CHARGORS**

### **11.1 Negative pledge and Disposals**

No Chargor shall do any of the following without the prior written consent of the Security Trustee:

- (a) create or permit to subsist any Security or Quasi-Security on any Security Asset other than as created by the Transaction Security Documents and except for any Permitted Security; or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Transaction).

### **11.2 Security Assets generally**

Each Chargor shall:

- (a) notify the Security Trustee within 14 days of receipt of every material notice, order, application, requirement or proposal given or made in relation to the Security Assets by any competent authority, and (if required by the Security Trustee):
  - (i) as soon as is reasonably practicable, provide it with a copy of the same; and
  - (ii) either (A) comply with such notice, order, application, requirement or proposal or (B) make such objections to the same as the Security Trustee may reasonably require or approve;
- (b) pay all rates, rents and other outgoings owed by it in respect of the Security Assets (save where the same are being disputed in good faith) to the extent that failure to do so has or is reasonably likely to have a Material Adverse Effect;
- (c) comply with:
  - (i) all obligations in relation to the Security Assets under any present or future regulation or requirement of any competent authority or any Authorisation; and
  - (ii) all covenants and obligations affecting any Security Asset (or its manner of use),

where failure to do so has or is reasonably likely to have a Material Adverse Effect.

- (d) not, except with the prior written consent of the Security Trustee, enter into any onerous or restrictive obligation affecting any Security Assets (except as expressly permitted under the 2021 Facilities Agreement) where the entry into of such obligation has or is reasonably likely to have a Material Adverse Effect;
- (e) provide the Security Trustee with all information which it may reasonably request in relation to the Security Assets; and

- (f) not do, cause or permit to be done anything which would be reasonably likely in any way to materially depreciate, materially jeopardise or otherwise materially prejudice the value or marketability of any Security Asset (or make any omission which has such an effect) other than any action including a Permitted Disposal.

### **11.3 Deposit of documents and notices**

- (a) In relation to Real Property situated in England and Wales, each Chargor shall, unless the Security Trustee otherwise confirms in writing and to the extent not previously deposited with the Security Trustee in accordance with the terms of the Existing Security Documents, deposit with the Security Trustee all deeds and documents of title (or documents evidencing title or the right to title) for the duration of the Security Period or arrange for an undertaking in a form reasonably satisfactory to the Security Trustee to be entered into whereby such documents are held to the order of the Security Trustee throughout the Security Period subject to the terms of the undertaking; and
- (b) each Chargor shall immediately on request by the Security Trustee following the occurrence of an Event of Default and for so long as such Event of Default is continuing, affix to any plant, machinery, fixtures, fittings and other asset for the time being owned by it (in a prominent position) a durable notice of this Deed (in any form required by the Security Trustee).

### **11.4 Real Property undertakings - acquisitions and notices to the Land Registry**

- (a) Each Chargor shall provide reasonable notice to the Security Trustee before contracting to purchase any estate or interest in any freehold or leasehold Real Property (other than Short Leasehold Property and the Wildmoor Leaseback) and the Chargor (at its own reasonable expense) shall grant such Security over that Real Property as the Security Trustee reasonably requests in the form previously approved by the Security Trustee (provided that the form of such document is consistent with, and no more onerous than, the then-existing Existing Security Documents);
- (b) Each Chargor shall, in respect of any freehold or leasehold Real Property (other than Short Leasehold Property and the Wildmoor Leaseback) which is acquired by it after the date of this Deed and the title to which is registered at the Land Registry or the title to which is required to be so registered:
  - (i) give the Land Registry written notice of this Deed; and
  - (ii) procure that notice of this Deed is clearly noted in the register to each such title.

### **11.5 Real Property undertakings - maintenance**

- (a) Each Chargor shall maintain all buildings and erections forming part of the Security Assets in a good state of repair (reasonable wear and tear excepted), which in the case of Excluded Real Property shall only mean keep in the condition required under the terms of the relevant lease (if any).

- (b) No Chargor shall, except with the prior written consent of the Security Trustee (not to be unreasonably withheld or delayed) save where expressly permitted under the 2021 Facilities Agreement, including on account of such action being a Permitted Disposal:
  - (i) confer on any person any lease or tenancy of any of the Real Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power);
  - (ii) confer on any person any right or licence to occupy any land or buildings forming part of the Real Property; or
  - (iii) grant any licence to assign or sub-let any part of the Real Property.
- (c) No Chargor shall carry out any development within the meaning of the Planning Acts in or upon any part of the Real Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts.
- (d) No Chargor shall do, or knowingly permit to be done, anything as a result of which any lease which is necessary for the conduct of its business would be reasonably likely to be forfeited or otherwise determined.
- (e) Each Chargor shall permit the Security Trustee and any person nominated by it at all reasonable times with reasonable notice to enter any part of the Real Property (other than Excluded Real Property) and view the state of it.

#### **11.6 Real Property undertakings - title investigation**

If the Security Trustee reasonably believes an Event of Default has occurred and is continuing, each Chargor shall, and the Borrower shall ensure that each Chargor shall (not more than once in every Financial Year unless the Security Trustee reasonably believes an Event of Default is continuing or may occur) permit the Security Trustee and/or accountants or other professional advisers and contractors of the Security Trustee fee access at all reasonable times and on reasonable notice at the risk and cost of the Chargor to carry out investigations of title to the Real Property and to make all enquiries in relation to any part of the Real Property which a prudent mortgagee might carry out. Those investigations shall be carried out at the expense of such Chargor.

#### **11.7 Scottish Real Property undertakings**

There shall be excluded from the operation of clause 20 (Further assurances) any leasehold property situated in Scotland held by a Chargor under a lease which precludes that Chargor from creating any charge over its leasehold interest in that property (each a "Scottish Consent Property") until the relevant consent, condition or waiver has been satisfied or obtained.

#### **11.8 Insurance and key-man policies**

- (a) If at any time any Chargor defaults in:
  - (i) effecting or keeping up the insurances required under the 2021 Facilities Agreement; or
  - (ii) producing any insurance policy or receipt to the Security Trustee promptly following demand,



the Security Trustee may (without prejudice to its rights under clause 1.1(a)(i) (*Power to remedy*)) take out or renew such policies of insurance in any sum which the Security Trustee may reasonably think expedient. All monies which are expended by the Security Trustee in doing so shall be deemed to be properly paid by the Security Trustee and shall be reimbursed by such Chargor on demand.

- (b) Each Chargor shall supply to the Security Trustee (in sufficient copies for all the Secured Parties, if the Security Trustee so requests) promptly upon becoming aware, details of any insurance claim which will require a prepayment under clause 8.2 (*Disposal, Report and Insurance Proceeds*) of the 2021 Facilities Agreement;
- (c) Each Chargor shall diligently pursue its rights under the Insurances having regard to the commercial interests thereof and the best interests of the Group.

#### **11.9 Dealings with and realisation of Receivables and Collection Accounts**

- (a) Each Chargor shall:
  - (i) without prejudice to clause 11.1 (*Negative pledge and Disposals*) (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Trustee, sell, assign, charge, factor or discount or in any other manner deal with any Receivable (other than to collect in the ordinary course of business as permitted by the 2021 Facilities Agreement);
  - (ii) collect all Receivables promptly in the ordinary course of trading;
  - (iii) (except where monies are required to be paid into a Mandatory Prepayment Account or Holding Account in accordance with the terms of any other Finance Document) promptly following receipt pay all monies which it receives in respect of the Receivables into any account specified against its name in part 3 of schedule 2 (*Details of Security Assets*) as a Collection Account or such other account(s) with such other bank as the Security Trustee may from time to time direct (each such account(s) together with all additions to or renewals or replacements thereof (in whatever currency) being a "Collection Account"); and
  - (iv) following a Declared Default, hold all monies so received upon trust for the Security Trustee.
- (b) Following a Declared Default, each Chargor shall deal with the Receivables (both collected and uncollected) and the Collection Accounts in accordance with any directions given in writing from time to time by the Security Trustee and in default of and subject to such directions, in accordance with this Deed.
- (c) Each Chargor shall deliver to the Security Trustee such information as to the amount and nature of its Receivables as the Security Trustee may from time to time reasonably require (taking into account the requirements of the Finance Documents).

#### **11.10 Operation of Collection Accounts**

- (a) Prior to the occurrence of a Declared Default, each Chargor shall be entitled to withdraw (or direct any transfer of) all or part of the monies in any Collection Account at its sole discretion.

- (b) On and after the occurrence of a Declared Default, no Chargor shall withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Collection Account without the prior written consent of the Security Trustee and the Security Trustee shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer.
- (c) If the right of a Chargor to withdraw the proceeds of any Receivables standing to the credit of a Collection Account results in the charge over that Collection Account being characterised as a floating charge, that will not affect the nature of any other fixed security created by any Chargor under this Deed on all its outstanding Receivables.

#### **11.11 Operation of Cash Collateral Accounts**

No Chargor shall withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Cash Collateral Account unless expressly permitted to do so under the 2021 Facilities Agreement or the Intercreditor Agreement or with the prior written consent of the Security Trustee (and the Security Trustee shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer).

#### **11.12 Charged Investments - protection of security**

- (a) Each Chargor shall, unless otherwise agreed by the Security Trustee in writing, on the date of this Deed or (if later) as soon as is reasonably practicable after its acquisition of any Charged Securities, by way of security for the Secured Obligations:
  - (i) deposit with the Security Trustee (or as the Security Trustee may direct) all certificates and other documents of title or evidence of ownership to the Charged Securities and their Related Rights; and
  - (ii) execute and deliver to the Security Trustee:
    - (A) instruments of transfer in respect of the Charged Securities (executed in blank and left undated); and/or
    - (B) such other documents as the Security Trustee shall require to enable it (or its nominees) to be registered as the owner of or otherwise to acquire a legal title to the Charged Securities and their Related Rights (or to pass legal title to any purchaser).

to the extent it has not previously done so in accordance with the terms of the Existing Security Documents.

- (b) In respect of any Charged Investment held by or on behalf of any nominee of any clearance or settlement system, each Chargor shall, unless otherwise agreed by the Security Trustee in writing, on the date of this Deed or (if later) as soon as is reasonably practicable after its acquisition of an interest in such Charged Investment deliver to the Security Trustee duly executed stock notes or other document in the name of the Security Trustee (or as it may direct) issued by such nominee and representing or evidencing any benefit or entitlement to such Charged Investment.

- (c) Each Chargor shall, unless otherwise agreed by the Security Trustee in writing:
  - (i) promptly give notice to any custodian of any agreement with such Chargor in respect of any Charged Investment in a form the Security Trustee may reasonably require; and
  - (ii) use its reasonable endeavours to ensure that the custodian acknowledges that notice in a form the Security Trustee may require.
- (d) Each Chargor shall promptly pay all calls or other payments which may become due in respect of its Charged Investments unless and to the extent that such calls or payments are being contested in good faith.
- (e) No Chargor shall nominate another person to enjoy or exercise all or any specified rights of the Chargor in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise.

### **11.13 Rights of the Parties in respect of Charged Investments**

- (a) Until a Declared Default occurs, each Chargor shall be entitled to:
  - (i) receive and retain all dividends, distributions and other monies paid on or derived from its Charged Securities; and
  - (ii) exercise all voting and other rights and powers attaching to its Charged Securities, provided that it must not do so in a manner which:
    - (A) has the effect of changing the terms of such Charged Securities (or any class of them) or of any Related Rights which would have a material and adverse effect on the value of the Charged Securities unless permitted by the Finance Documents; or
    - (B) is prejudicial to the interests of the Security Trustee and/or the other Secured Parties.
- (b) At any time following the occurrence of a Declared Default which is continuing, the Security Trustee may complete the instrument(s) of transfer for all or any Charged Securities on behalf of any Chargor in favour of itself or such other person as it may select.
- (c) At any time when any Charged Security is registered in the name of the Security Trustee or its nominee, the Security Trustee shall be under no duty to:
  - (i) ensure that any dividends, distributions or other monies payable in respect of such Charged Security are duly and promptly paid or received by it or its nominee;
  - (ii) verify that the correct amounts are paid or received; or
  - (i) take any action in connection with the taking up of any (or any offer of any) Related Rights in respect of or in substitution for, any such Charged Security.

## **12. POWER TO REMEDY**

### **12.1 Power to remedy**

If at any time a Chargor does not comply with any of its obligations under this Deed within any applicable grace period, the Security Trustee (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. The relevant Chargor irrevocably authorises the Security Trustee and its employees and agents by way of security to do all such things (including entering the property of such Chargor) which are necessary or desirable to rectify that default.

### **12.2 Mortgagee in possession**

The exercise of the powers of the Security Trustee under this clause (i) shall not render it, or any other Secured Party, liable as a mortgagee in possession.

### **12.3 Monies expended**

The relevant Chargor shall pay to the Security Trustee on demand any monies which are expended by the Security Trustee in exercising its powers under this clause (i), together with interest at the Default Rate determined under the 2021 Facilities Agreement from the date on which those monies were expended by the Security Trustee (both before and after judgment) until such payment and otherwise in accordance with clause 2.2 (*Default interest*).

## **13. WHEN SECURITY BECOMES ENFORCEABLE**

### **13.1 When enforceable**

This Debenture Security shall become immediately enforceable upon the occurrence of a Declared Default and shall remain so for so long as such Declared Default is continuing.

### **13.2 Statutory powers**

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Declared Default and shall remain so for so long as such Declared Default is continuing.

### **13.3 Enforcement**

After this Debenture Security has become enforceable, the Security Trustee may in its absolute discretion enforce all or any part of the Debenture Security in such manner as it sees fit.

## **14. ENFORCEMENT OF SECURITY**

### **14.1 General**

For the purposes of all rights and powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to the Debenture Security.

### **14.2 Powers of leasing**

The statutory powers of leasing conferred on the Security Trustee are extended so as to authorise the Security Trustee to lease, make agreements for leases, accept surrenders of

leases and grant options as the Security Trustee may think fit and without the need to comply with section 99 or 100 of the Act.

#### **14.3 Powers of Security Trustee**

- (a) At any time after the Debenture Security becomes enforceable (or if so requested by any Chargor by written notice at any time), the Security Trustee may without further notice (unless required by law):
  - (i) appoint any person (or persons) to be a receiver, receiver and manager or, to the extent permitted by law, administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or
  - (ii) appoint or apply for the appointment of any person who is appropriately qualified as administrator of a Chargor; and/or
  - (iii) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or
  - (iv) exercise (in the name of any Chargor and without any further consent or authority of such Chargor) any voting rights and any powers or rights which may be exercised by any person(s) in whose name any Charged Investment is registered or who is the holder of any of them.
- (b) The Security Trustee is not entitled to appoint a Receiver in respect of any Security Assets of any Chargor which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act 1986 (or anything done with a view to obtaining such a moratorium) in respect of such Chargor, other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (c) Any restrictions on the right of a mortgagee to appoint a Receiver conferred by law (including section 109(1) of the Act) shall not apply to this Deed.

#### **14.4 Redemption of prior mortgages**

At any time after the Debenture Security has become enforceable, the Security Trustee may:

- (a) redeem any prior Security against any Security Asset; and/or
- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of the holder of any prior Security and any accounts so settled and passed shall be conclusive and binding on each Chargor.

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the relevant Chargor to the Security Trustee on demand.

#### **14.5 Privileges**

- (a) Each Receiver and the Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.

- (b) To the extent that the Security Assets constitute "*financial collateral*" and this Deed and the obligations of the Chargors under this Deed constitute a "*security financial collateral arrangement*" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)) each Receiver and the Security Trustee shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- (c) For the purpose of clause 14.5(b) above, the value of the financial collateral appropriated shall be such amount as the Receiver or Security Trustee reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

#### **14.6 No liability**

- (a) Neither the Security Trustee, any other Secured Party nor any Receiver shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).
- (b) Without prejudice to the generality of clause 14.6(a), neither the Security Trustee, any other Secured Party nor any Receiver shall be liable, by reason of entering into possession of a Security 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 be liable.

#### **14.7 Protection of third parties**

No person (including a purchaser) dealing with the Security Trustee or any Receiver or Delegate will be concerned to enquire:

- (a) whether the Secured Obligations have become payable; or
- (b) whether any power which the Security Trustee or the Receiver is purporting to exercise has become exercisable; or
- (c) whether any money remains due under any Finance Document; or
- (d) how any money paid to the Security Trustee or to the Receiver is to be applied.

### **15. RECEIVER**

#### **15.1 Removal and replacement**

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

#### **15.2 Multiple Receivers**

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document).

### **15.3 Remuneration**

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Security Trustee (or, failing such agreement, to be fixed by the Security Trustee).

### **15.4 Payment by Receiver**

Only monies actually paid by a Receiver to the Security Trustee in relation to the Secured Obligations shall be capable of being applied by the Security Trustee in discharge of the Secured Obligations.

### **15.5 Agent of Chargors**

Any Receiver shall be the agent of the Chargor in respect of which it is appointed. Such Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. No Secured Party shall incur any liability (either to such Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

### **15.6 Relationship with the Security Trustee**

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after the Debenture Security becomes enforceable be exercised by the Security Trustee in relation to any Security Assets without first appointing a Receiver and notwithstanding the appointment of a Receiver.

## **16. POWERS OF RECEIVER**

### **16.1 General powers**

Any Receiver shall have:

- (a) all the powers which are conferred on the Security Trustee by clause 14.3 (*Powers of Security Trustee*);
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act;
- (c) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986; and
- (d) all powers which are conferred by any other law conferring power on receivers.

### **16.2 Additional powers**

In addition to the powers referred to in clause 16.1 (*General powers*), a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;
- (b) to manage the Security Assets and the business of any Chargor as he thinks fit;

- (c) to redeem any Security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act, and, without limitation;
  - (i) fixtures may be severed and sold separately from the Real Property containing them, without the consent of any Chargor;
  - (ii) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party); and
  - (iii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;
- (e) to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which any Chargor was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land);
- (f) to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the relevant Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, such Chargor;
- (g) to take any such proceedings (in the name of any of the relevant Chargors or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- (h) to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- (i) to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as the Security Trustee shall direct);
- (j) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm);
- (k) to form one or more Subsidiaries of any Chargor and to transfer to any such Subsidiary all or any part of the Security Assets;
- (l) to operate any rent review clause in respect of any Real Property in respect of which he was appointed (or any part thereof) and to apply for any new or extended lease; and



- (m) to:
  - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset;
  - (ii) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets; and
  - (iii) use the name of any Chargor for any of the above purposes.

## 17. APPLICATION OF PROCEEDS AND INTERCREDITOR AGREEMENT

### 17.1 Application

All monies received by the Security Trustee or any Receiver after the Debenture Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Debenture Security and subject to the Intercreditor Agreement) be applied in the following order:

- (a) ***first***, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made, by the Security Trustee, or any Receiver or Delegate and of all remuneration due to the Receiver in connection with this Deed or the Security Assets;
- (b) ***secondly***, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made by any other Secured Party;
- (c) ***thirdly***, in or towards satisfaction of the remaining Secured Obligations in accordance with clause 17.3 (*Appropriation, Intercreditor Agreement and suspense account*); and
- (d) ***fourthly***, in payment of any surplus to any Chargor or other person entitled to it.

### 17.2 Contingencies

If the Debenture Security is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), the Security Trustee or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Security Trustee may determine).

### 17.3 Appropriation, Intercreditor Agreement and suspense account

- (a) Subject to the Intercreditor Agreement and clause 17.1 (*Application*), the Security Trustee shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine.
- (b) Any such appropriation shall override any appropriation by any Chargor.
- (c) All monies received, recovered or realised by the Security Trustee under or in connection with this Deed may at the discretion of the Security Trustee be credited to a separate interest-bearing suspense account for so long as the Security Trustee determines (with interest accruing thereon at such rate (if any) as the Security Trustee may determine) without the Security Trustee having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations, provided that the amounts standing to the credit of such account shall be

applied in discharge of the Secured Obligations once the relevant amounts are sufficient to discharge the Secured Obligations in full.

## **18. SET-OFF**

### **18.1 Set-off rights**

- (a) At any time after a Declared Default the Security Trustee and each other Secured Party may (but shall not be obliged to) set off any matured obligation which is due from any Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Security Trustee or such other Secured Party by any other Chargor) against any matured obligation owed by the Security Trustee or such other Secured Party to such Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (b) At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 18.1(a)) the Security Trustee and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by a Chargor under any Finance Document against any obligation (whether or not matured) owed by the Security Trustee or such other Secured Party to such Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (c) If the obligations are in different currencies, the Security Trustee or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

### **18.2 Time deposits**

Without prejudice to clause 18.1 (*Set-off rights*) if any time deposit matures on any account which any Chargor has with the Security Trustee or any other Secured Party at a time within the Security Period when:

- (a) this Debenture Security has become enforceable; and
- (b) no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Security Trustee or such other Secured Party in its absolute discretion considers appropriate unless the Security Trustee or such other Secured Party otherwise agrees in writing.

## **19. DELEGATION**

Each of the Security Trustee and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Security Trustee nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

## **20. FURTHER ASSURANCES**

### **20.1 Further action**

Subject to the Agreed Security Principles, each Chargor shall (and the Borrower shall procure that each Chargor shall) at its own expense, promptly do all acts and execute all documents as

the Security Trustee or a Receiver may reasonably specify (and in such form as the Security Trustee or a Receiver may reasonably require (in favour of either the Security Trustee or a Receiver or their nominees)) provided that, in the case of any additional Transaction Security Document, the form of such document is consistent with, and on terms no more onerous than, the then-existing Existing Security Documents, in:

- (a) creating, perfecting or protecting the Security intended to be created under or evidenced by this Deed or any other Transaction Security Document which may include (which may include the re-execution of this Deed or any other Transaction Security Document, or the execution of a mortgage, charge, transfer, conveyance, assignation, assignment, assurance of any property or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security) or for the exercise of any rights, powers and remedies of the Security Trustee or any other Secured Party or any Receiver or Delegate provided by or pursuant to the Finance Documents or by law;
- (b) to confer on the Security Trustee or confer on any Secured Party 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 the Transaction Security Documents;
- (c) after this Deed has become enforceable, facilitating the realisation of any Security Asset which are, or are intended to be, the subject of the Transaction Security; or
- (d) facilitating the exercise of any rights, powers and remedies exercisable by the Security Trustee, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law.

## **20.2 Finance Documents**

Each Chargor shall (and the Borrower shall procure that each member of the Group shall) take all such action as is available to it (including the giving of any notice, order or direction and the making of 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 Trustee or the Secured Parties by or pursuant to the Finance Documents.

## **21. POWER OF ATTORNEY**

Each Chargor, following a Declared Default or prior to a Declared Default if such Chargor has failed to comply with clause 20 (*Further assurances*) and such failure has not been remedied within 10 Business Days of the Security Trustee giving notice to the relevant Chargor and/or the Borrower of such failure to comply, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any Delegate to be its attorney to take any action which such Chargor is obliged to take under this Deed, including under clause 20 (*Further assurances*). Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

## **22. CURRENCY CONVERSION**

All monies received or held by the Security Trustee or any Receiver under this Deed may be converted from their existing currency into such other currency as the Security Trustee or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Agent's Spot Rate of Exchange. Each Chargor shall indemnify the Security Trustee against all costs, charges and expenses incurred

in relation to such conversion. Neither the Security Trustee nor any Receiver shall have any liability to any Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

## **23. CHANGES TO THE PARTIES**

### **23.1 Chargors**

No Chargor may assign any of its rights or obligations under this Deed.

### **23.2 Security Trustee**

The Security Trustee may assign or transfer all or any part of its rights under this Deed pursuant to the resignation or removal of the Security Trustee in accordance with the Intercreditor Agreement. Each Chargor shall, as soon as reasonably practicable following it being requested to do so by the Security Trustee, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

### **23.3 Accession Deed**

Each Chargor:

- (a) consents to new Subsidiaries of the Borrower becoming Chargors as contemplated by the Finance Documents; and
- (b) irrevocably authorises the Borrower to agree to, and execute as a deed, any duly completed Accession Deed as agent and attorney for and on behalf of such Chargor.

## **24. MISCELLANEOUS**

### **24.1 New accounts**

- (a) If the Security Trustee or any other Secured Party receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security (other than a Permitted Security or arising under the terms of the Transaction Security Documents) affecting any Security Asset and/or the proceeds of sale of any Security Asset or any guarantee under the Finance Documents ceases to continue in force, it may open a new account or accounts for any Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice.
- (b) As from that time all payments made to the Security Trustee or such other Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

### **24.2 Tacking**

- (a) Each Finance Party shall perform its obligations under the 2021 Facilities Agreement (including any obligation to make available further advances).
- (b) This Deed secures advances already made and further advances to be made.

### **24.3 Articles of association**

Each Chargor certifies that the Debenture Security does not contravene any of the provisions of the articles of association of such Chargor.

## 24.4 Land Registry

- (a) Each Chargor shall (or the Borrower shall on behalf of such Chargor) apply to the Chief Land Registrar and consents to such an application being made by or on behalf of the Security Trustee for a restriction in the following terms to be entered on the Register of Title relating to any property charged by way of legal mortgage under clause 4.1(a) (*Fixed Charges*) registered at the Land Registry (or any unregistered land subject to first registration) and against which this Deed may be noted:

*"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ♦ ] 2021 in favour of National Westminster Bank plc as Security Trustee referred to in the charges register or, by a conveyancer acting for the proprietor of the charge."*

- (b) Each Chargor:
- (i) authorises the Security Trustee to make any application which the Security Trustee reasonably deems appropriate for the designation of this Deed, the 2021 Facilities Agreement or any other Finance Document as an exempt information document under rule 136 of the Land Registration Rules 2003;
  - (ii) shall use its reasonable endeavours to assist with any such application made by or on behalf of the Security Trustee; and
  - (iii) shall notify the Security Trustee in writing promptly following it receiving notice of any person's application under rule 137 of the Land Registration Rules 2003 for the disclosure of this Deed, the 2021 Facilities Agreement, any other Finance Document following its designation as an exempt information document.
- (c) No Chargor shall make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document.
- (d) Each Chargor shall promptly, unless the Security Trustee has made the applications in accordance with clause 24.4(b)(i) above, make all applications to and filings with the Land Registry which are necessary or desirable under the Land Registration Rules 2003 to protect the Debenture Security.

## 24.5 Protective clauses

- (a) Each Chargor is deemed to be a principal debtor in relation to this Deed. The obligations of each Chargor under, and the security intended to be created by, this Deed shall not be impaired by any forbearance, neglect, indulgence, extension or time, release, surrender or loss of securities, dealing, amendment or arrangement by any Secured Party which would otherwise have reduced, released or prejudiced this Debenture Security or any surety liability of a Chargor (whether or not known to it or to any Secured Party).
- (b) Clause 19 (*Guarantee and Indemnity*) of the 2021 Facilities Agreement applies in relation to this Deed as if references to the obligations referred to in that clause were references to the obligations of each Chargor under this Deed.

## **25. NOTICES**

### **25.1 Facilities Agreements**

Subject to clause 25.2 (*Notices through Borrower*):

- (a) clause 33 (*Notices*) (other than clauses 33.3.3, 33.6 (*Electronic communication*) and 33.7 (*Use of websites*)) of the 2021 Facilities Agreement are incorporated into this Deed as if fully set out in this Deed; and
- (b) the address and email addresses of each Party for all communications or documents given under or in connection with this Deed are those identified with its name in the execution pages to this Deed or subsequently notified from time to time by the relevant Party for the purposes of the 2021 Facilities Agreement or this Deed.

### **25.2 Notices through Borrower**

- (a) All communications and documents from the Chargors shall be sent through the Borrower and all communications and documents to the Chargors may be sent through the Borrower.
- (b) Any communication or document made or delivered to the Borrower in accordance with this clause 25 will be deemed to have been made or delivered to each of the Chargors.

## **26. CALCULATIONS AND CERTIFICATES**

Any certificate of or determination by a Secured Party, the Security Trustee or the Agent specifying the amount of any Secured Obligation due from the Chargors (including details of any relevant calculation thereof) is, in the absence of manifest error, conclusive evidence against the Chargors of the matters to which it relates.

## **27. PARTIAL INVALIDITY**

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

## **28. REMEDIES AND WAIVERS**

No failure to exercise, nor any delay in exercising, on the part of the Security Trustee (or any other Secured Party), any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

## **29. AMENDMENTS AND WAIVERS**

Any provision of this Deed may be amended only if the Security Trustee and the Chargors or the Borrower on their behalf so agree in writing and any breach of this Deed may be waived before or after it occurs only if the Security Trustee so agrees in writing. A waiver given or consent granted by the Security Trustee 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.

### **30. COUNTERPARTS**

This Deed governed by English law 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 by e-mail attachment or telecopy shall be an effective mode of delivery.

### **31. RELEASE**

#### **31.1 Release**

- (a) Upon the expiry of the Security Period (but, subject to clause 31.1(b) below, not otherwise) the Security Trustee shall, at the request and cost of the Chargors, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Security.
- (b) Where any Chargor makes a Disposal which is a Permitted Disposal, the Security Trustee shall, at the request and cost of the relevant Chargor, promptly take any action (including the provision of a letter of non-crystallisation) that is necessary to release or reassign to the relevant Chargor the Security Assets which are the subject of such Permitted Disposal from the Security.

#### **31.2 Reinstatement**

Where any discharge (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargors under this Deed shall continue as if the discharge or arrangement had not occurred. The Security Trustee may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

### **32. GOVERNING LAW**

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

### **33. ENFORCEMENT**

#### **33.1 Jurisdiction of English courts**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) (a "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 33 is for the benefit of the Finance Parties. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions

IN WITNESS of which this Deed has been duly executed by the Chargors as a deed and duly executed by the Security Trustee and has been delivered by the Chargors on the first date specified on page 1 of this Deed.



## SCHEDULE 1: THE CHARGORS

Company name	Company number
Bannatyne Fitness Limited	03287770
Bannatyne Fitness (6) Limited	03136013
Bannatyne Fitness (7) Limited	02497983
Bannatyne Fitness (8) Limited	02802198
Bannatyne's Health Club (Fife) Limited	03679274
Bannatyne's Health Club (Falkirk) Limited	03679282
Bannatyne's Health Club (Blackpool) Ltd	03978822
Bannatyne's Health Club (Tower 42) Ltd	04782198

## SCHEDULE 2

### Details of Security Assets

#### Part 1 - Real Property

Chargor	Address	Freehold or Leasehold and Title Number(s)
Bannatyne Fitness Limited	Bodicote Park, Oxford Road, Banbury, Oxon, OX15 4AF	Leasehold – ON312093
Bannatyne Fitness Limited	80 Redland Close, Redland, Bristol, BS6 6AG	Leasehold – BL335122
Bannatyne Fitness Limited	Westwood Farm, Westwood Road, Broadstairs, Kent, CT10 2NR	Leasehold – TT23435
Bannatyne Fitness Limited	Centrum 100 Retail Park, Wellington Road, Burton upon Trent DE14 2WG	Leasehold – SF595935
Bannatyne Fitness Limited	Parc Ty Glas, Llanishen, Cardiff, CF14 5DU	Leasehold – CYM614048
Bannatyne Fitness Limited	Howard Road, Chafford Hundred, RM16 6YJ	Leasehold – EX903190

Bannatyne Fitness Limited	County Grounds, Riverside, Chester le Street, DH3 3SH	Leasehold – DU343737
Bannatyne Fitness Limited	2 Morrison Avenue, Chingford, London, E4 8SA	Leasehold – AGL308015
Bannatyne Fitness Limited	Stainton Road, Parkway Village, Coulby Newham, Middlesbrough TS8 0TJ	Leasehold – CE220076
Bannatyne Fitness Limited	Flour Mill Way, Crewe Green Road, Crewe, CW1 5NW	Leasehold – CH627345
Bannatyne Fitness Limited	18 Houghton Road, Darlington, County Durham, DL1 1SS	Leasehold – DU343735
Bannatyne Fitness Limited	Eden Terrace, Belmont, Durham, DH1 2HJ	Leasehold – DU343736
Bannatyne Fitness Limited	7 Edward Road, Off Willington Drove, Eastbourne, East Sussex, BN23 8AS	Leasehold – ESX357344

Bannatyne Fitness Limited	Shearway Business Park, Shearway Road, Folkestone, Kent, CT19 4RH	Leasehold – TT23433
Bannatyne Fitness Limited	Battle Road, St Leonards on Sea, Hastings, TN38 8EZ	Leasehold – ESX357341
Bannatyne Fitness Limited	Myton Road, Ingleby Barwick, TS17 0WA	Leasehold – CE220074
Bannatyne Fitness Limited	Peto Way, Lowestoft, NR32 2ED	Leasehold – SK352500
Bannatyne Fitness Limited	1 Greville Road, Maida Vale, London, NW6 5HZ	Leasehold – NGL941354
Bannatyne Fitness Limited	Briar Lane, Mansfield, Nottinghamshire, NG18 3HS	Leasehold – NT499680
Bannatyne Fitness Limited	488 Midsummer Boulevard, Milton Keynes, Buckinghamshire, MK9 2EA	Leasehold – BM387553

Bannatyne Fitness Limited	Enterprise Way, Newport, South Wales, NP20 0AQ	Leasehold – CYM614050
Bannatyne Fitness Limited	Northside Business Park, Thorpe St Andrew, Norwich, NR7 0HT	Leasehold – NK436511
Bannatyne Fitness Limited	Papryus Road, Werrington, Peterborough, PE4 5HW	Leasehold – CB388397
Bannatyne Fitness Limited	Moorhead Way, Bramley, Rotherham, North Yorkshire, S66 1YY	Leasehold – SYK616102
Bannatyne Fitness Limited	Meole Brace, Shrewsbury, Shropshire, SY2 6QQ	Leasehold – SL226652
Bannatyne Fitness Limited	Town Centre Site 4 off Northway, Skelmersdale, Lancs, WN8 6LU	Leasehold - LAN150289
Bannatyne Fitness Limited	Saintbury Drive, Next to Widney Manor Golf Club, Solihull, B91 3SZ	Leasehold – MM33342

Bannatyne Fitness Limited	Paragon Avenue, Paragon Bus Park, Snow Hill, Wakefield, WF1 2UF	Leasehold – YY31889
Bannatyne Fitness Limited	Wallis Close, Park Farm Ind Estate, Wellingborough, Northants, NN8 6AG	Leasehold – NN322922
Bannatyne Fitness Limited	Manton Colliery, Retford Road, Worksop, S80 2QA	Leasehold – NT499592
Bannatyne Fitness Limited	White Rose Close, Unit 1A York Business Park, Nether Poppleton, York, YO26 6RL	Leasehold – NYK413478
Bannatyne Fitness Limited	35 Marvels Lane, Grove Park, London SE12 9PN	Leasehold – SGL747254
Bannatyne Fitness Limited	Xpect Health and Fitness, Springwood Drive, Braintree, Essex, CM7 2YN	Freehold – EX694358
Bannatyne Fitness Limited	Clarice House, Horringer Court, Horringer Road, Bury St Edmunds, IP29 5PH	Freehold – SK220608 (excluding the part shown edged red on the plan attached to the Form DS3 dated 19 March 2021 executed by the Security Trustee), SK130424 and SK114860

Bannatyne Fitness Limited	Clarice House, Layer Road, Kingsford, Colchester, CO2 0HS	Freehold – EX757841
Bannatyne Fitness Limited	The Weybridge Health Club & Spa, Walton Lane, Weybridge, Surrey, KT13 8QA	Freehold – SY745769 and SY745770

## Part 2 - Charged Securities

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held
Bannatyne Fitness Limited	Bannatyne Fitness (6) Limited	Ordinary	1
Bannatyne Fitness Limited	Bannatyne Fitness (8) Limited	Ordinary A	1
Bannatyne Fitness Limited	Bannatyne's Health Club (Fife) Limited	Ordinary	2
Bannatyne Fitness Limited	Bannatyne's Health Club (Falkirk) Limited	Ordinary	2
Bannatyne Fitness Limited	Bannatyne's Health Club (Blackpool) Ltd	Ordinary	2
Bannatyne Fitness Limited	Bannatyne's Health Club (Tower 42) Ltd	Ordinary	2
Bannatyne Fitness (6) Limited	Bannatyne Fitness (7) Limited	A Ordinary	1
Bannatyne Fitness Limited	Bannatyne's Health Club Limited	Ordinary	2

### Part 3 - Charged Accounts

Cash Collateral Accounts				
Account Holder	Account Number	Type - Holding or Mandatory Prepayment	Account Bank	Account bank branch address and sort code

Collection Accounts			
Account Holder	Account Number	Account Bank	Account sort code



## Part 4 - Intellectual Property

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
Nothing to be listed as at the date of this Deed.				
Part 4B - Patents				
Proprietor/ADP number		Patent number	Description	
Nothing to be listed as at the date of this Deed.				
Part 4C - Domain Names				
Proprietor		Domain Name		Expiry Date
Bannatyne Fitness Limited		bannatyne.co		06/05/2021
Bannatyne Fitness Limited		bannatyne.co.uk		29/07/2027
Bannatyne Fitness Limited		bannatyne.com		08/05/2021
Bannatyne Fitness Limited		bannatyne.net		10/05/2021
Bannatyne Fitness Limited		bannatyneagent.co.uk		12/12/2022
Bannatyne Fitness Limited		bannatynecasino.co.uk		13/05/2021
Bannatyne Fitness Limited		bannatynecasino.com		13/05/2021
Bannatyne Fitness Limited		bannatynefitness.co.uk		01/07/2021
Bannatyne Fitness Limited		bannatynefitness.com		17/11/2021
Bannatyne Fitness Limited		bannatynegroup.co		06/05/2021
Bannatyne Fitness Limited		bannatynegroup.co.uk		24/03/2022
Bannatyne Fitness Limited		bannatynegroup.net		06/05/2021
Bannatyne Fitness Limited		bannatynegroup.uk		06/05/2022
Bannatyne Fitness Limited		bannatynegroupplc.co		06/05/2021
Bannatyne Fitness Limited		bannatynegroupplc.co.uk		03/05/2022
Bannatyne Fitness Limited		bannatynegroupplc.com		03/05/2021
Bannatyne Fitness Limited		bannatynegroupplc.net		06/05/2021
Bannatyne Fitness Limited		bannatynegroupplc.uk		06/05/2022

Bannatyne Fitness Limited	bannatynehealthclub.com	01/08/2021
Bannatyne Fitness Limited	bannatynemail.co.uk	15/06/2021
Bannatyne Fitness Limited	bannatynemember.co.uk	24/07/2021
Bannatyne Fitness Limited	bannatyneplc.co	06/05/2021
Bannatyne Fitness Limited	bannatyneplc.co.uk	06/05/2022
Bannatyne Fitness Limited	bannatyneplc.com	06/05/2021
Bannatyne Fitness Limited	bannatyneplc.net	06/05/2021
Bannatyne Fitness Limited	bannatyneplc.uk	06/05/2022
Bannatyne Fitness Limited	bannatynes.co.uk	04/11/2021
Bannatyne Fitness Limited	bannatynes.com	31/03/2022
Bannatyne Fitness Limited	bannatynespa.co.uk	08/10/2021
Bannatyne Fitness Limited	bannatynespa.com	08/10/2021
Bannatyne Fitness Limited	bannatynewellness.co.uk	07/05/2022
Bannatyne Fitness Limited	bannatynewellness.com	07/05/2021
Bannatyne Fitness Limited	barbannatyne.co.uk	30/11/2021
Bannatyne Fitness Limited	barbannatyne.com	30/11/2021
Bannatyne Fitness Limited	carrefourbeauty.co.uk	11/09/2021
Bannatyne Fitness Limited	carrefourbeauty.com	11/09/2021
Bannatyne Fitness Limited	carrefourhealthclubs.co.uk	30/09/2021
Bannatyne Fitness Limited	claricehouse.co.uk	13/08/2022
Bannatyne Fitness Limited	spabag.co.uk	31/05/2021
Bannatyne Fitness Limited	tbgit.co.uk	06/12/2021
Bannatyne Fitness Limited	tbgss.co.uk	17/05/2022
Bannatyne Fitness Limited	tbgwap.co.uk	05/12/2021
Bannatyne Fitness Limited	thebannatynegroup.co.uk	29/03/2022
Bannatyne Fitness Limited	thebannatynegroup.com	29/03/2022
Bannatyne Fitness Limited	theweybridgeclub.co.uk	05/06/2021
Bannatyne Fitness Limited	theweybridgeclub.com	13/11/2021

Bannatyne Fitness Limited	theweybridgespa.co.uk	06/06/2021
Bannatyne Fitness Limited	theweybridgespa.com	08/03/2022
Bannatyne Fitness Limited	wildmoorspa.co.uk	13/05/2021
Bannatyne Fitness Limited	wildmoorspa.com	13/05/2021
Bannatyne Fitness Limited	wildmoorspa.uk	28/08/2021
Bannatyne Fitness Limited	xpecthealth.co.uk	25/10/2022
Bannatyne Fitness Limited	xpectleisure.co.uk	14/12/2021

#### Part 5 – Relevant Contracts

Chargor	Date of Relevant Contract	Parties	Details of Relevant Contract
Nothing to be listed as at the date of this Deed.			

#### Part 6 - Insurances

Chargor	Insurer	Insurance/Policy number
Bannatyne Fitness Limited	Allianz (Commercial)	Combined Liability / 32/SZ/27749360/12
Bannatyne Fitness Limited	Zurich Insurance	Commercial Liability Excess Layer / KY903027
Bannatyne Fitness Limited	Allianz	Commercial Combined / 32/SZ/27749360/12
Bannatyne Fitness Limited	Royal & Sun Alliance Insurance	Annual Travel / RKL82174
Bannatyne Fitness Limited	Zurich Insurance	Engineering Inspection / NYG24062
Bannatyne Fitness Limited	Allianz Insurance	Motor Fleet Insurance / BV25433375

## Part 7 - Scottish Real Property

Chargor	Address	Title Number (or, if unregistered, root of title)
Bannatyne Fitness Limited	Bannatyne's Health Club, Laurel Drive, Danestone, Aberdeen AB22 8AQ	ABN117886
Bannatyne Fitness Limited	1 Highfield Drive, Ayr, Ayrshire KA8 9SH	AYR98718
Bannatyne Fitness Limited	43 Queen Street, Edinburgh EH2 3NH	MID151904
Bannatyne Fitness Limited	Bannatyne's Health Club, Edinburgh Road, Dumfries, DG1 1SE	DMF25070
Bannatyne Fitness Limited	Bannatyne's Health Club, Charlesfield Road, Adambrae, Livingston EH54 9FD	MID151938
Bannatyne Fitness Limited	89 Newcraighall Road, Edinburgh EH21 8RX	MID151895
Bannatyne Fitness Limited	Bannatyne's Health Club, Buchanan Business Park, Cumbernauld Road, Stepps, G33 6HZ	GLA214989

### SCHEDULE 3: FORM OF NOTICE TO AND ACKNOWLEDGEMENT FROM ACCOUNT BANK

To: *[insert name and address of Account Bank]*

Dated: [◆] 20◆]

Dear Sirs

Re:	Account Holder: [◆] (the "Chargors")
-----	--------------------------------------

This charge is subject, and without prejudice to the charge to the Security Trustee (as defined below) in respect of the bank accounts pursuant to the security agreement dated [●], notice of which was given to you by a notice dated [●] (the "Existing Security Notice").

1. We give notice that, by a debenture dated [◆] (the "Debenture"), we have charged to National Westminster Bank plc (the "Security Trustee") as Security Trustee for certain banks (as referred to in the Debenture) all our present and future right, title and interest in and to:
  - (a) the Cash Collateral Accounts (as defined in the schedule to this letter), all monies standing to the credit of the Cash Collateral Accounts and all additions to or renewals or replacements thereof (in whatever currency); and
  - (b) the Collection Accounts (as defined in the schedule to this letter), all monies from time to time standing to the credit of the Collection Accounts and all additions to or renewals or replacements thereof (in whatever currency); and
  - (c) all other accounts from time to time maintained with you by each Chargor and all monies at any time standing to the credit of such accounts,(together the "Charged Accounts") and to all interest from time to time accrued or accruing on the Charged Accounts, any investment made out of any such monies or account and all rights to repayment of any of the foregoing by you.
2. We advise you that, under the terms of the Debenture, we are not entitled to withdraw any monies from the Cash Collateral Accounts without first having obtained the prior written consent of the Security Trustee.
3. The Security Trustee, by its countersignature of this notice, agrees that:
  - (a) each Chargor may continue to withdraw monies from its Collection Accounts (and the other accounts referred to in paragraph 1(c) above); and
  - (b) you may debit to any Collection Account (and the other accounts referred to in paragraph 1(c) above) amounts due to you from the relevant Chargor,until you receive notice from the Security Trustee that it or you may no longer do so. The Security Trustee may by notice to you at any time amend or withdraw this consent.

4. We irrevocably authorise and instruct you from time to time:
- (a) unless the Security Trustee so authorises you in writing, not to permit withdrawals from the Cash Collateral Accounts;
  - (b) following the Security Trustee's notification to you that a Declared Default has occurred, to hold all monies from time to time standing to the credit of the Charged Accounts other than the Cash Collateral Accounts to the order of the Security Trustee;
  - (c) following the Security Trustee's notification to you that a Declared Default has occurred, to pay all or any part of the monies standing to the credit of the Charged Accounts to the Security Trustee (or as it may direct) promptly following receipt of written instructions from the Security Trustee to that effect; and
  - (d) to disclose to the Security Trustee such information relating to the Chargors and the Charged Accounts as the Security Trustee may from time to time request you to provide.
5. We agree that you are not bound to enquire whether the right of the Security Trustee to withdraw any monies from any Charged Account has arisen or be concerned with (a) the propriety or regularity of the exercise of that right or (b) notice to the contrary or (c) to be responsible for the application of any monies received by the Security Trustee.
6. This notice may only be revoked or amended with the prior written consent of the Security Trustee.
7. Please confirm by completing the enclosed copy of this notice and returning it to the Security Trustee (with a copy to each Chargor) that you agree to the above and that:
- (a) you accept the authorisations and instructions contained in this notice and you undertake to comply with this notice;
  - (b) you have not, at the date this notice is returned to the Security Trustee, received notice of any assignment or charge of or claim to the monies standing to the credit of any Charged Account or the grant of any security or other interest over those monies or any Charged Account in favour of any third party and you will notify the Security Trustee promptly if you should do so in the future;
  - (c) [you do not at the date of this notice and will not in the future exercise any right to combine accounts or any rights of set off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts].
8. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

---

for and on behalf of

[NAME OF CHARGOR]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
for and on behalf of  
[NAME OF CHARGOR]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
for and on behalf of  
[NAME OF CHARGOR]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Countersigned by

\_\_\_\_\_  
for and on behalf of  
NATIONAL WESTMINSTER BANK PLC  
as Security Trustee

## SCHEDULE

Cash Collateral Accounts (each a "Cash Collateral Account")		
Account holder	Cash Collateral Account number	Account Bank branch address and sort code
[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]
The Collection Accounts (each a "Collection Account")		
Account holder	Collection Account number	Account Bank branch address and sort code
[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]



[*On copy*]

To: NATIONAL WESTMINSTER BANK PLC (as Security Trustee)  
[◆ ]

Copy to: [NAME OF EACH CHARGOR]

We acknowledge receipt of the above notice. We confirm and agree:

- (a) that the matters referred to in it do not conflict with the terms which apply to any Charged Account;
- (b) the matters set out in clause 8 of the above notice; and
- (c) we have not received any notice other than the Existing Security Notice of the interest of any third party in any bank account of a Chargor.

---

for and on behalf of

[*Name of Account Bank*]

Dated: [◆ 20◆]

**SCHEDULE 4: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY PARTY TO  
RELEVANT CONTRACT**

To: *[Insert name and address of relevant party]*

Dated: [◆                      20◆]

Dear Sirs

Re: *[describe Relevant Contract]* dated [◆                      20◆] between (1) you and (2) [◆                      ] the ("Chargor")

This assignment is subject, and without prejudice to the assignment to the Security Trustee (as defined below) in respect of the relevant contracts pursuant to the security agreement dated [●], notice of which was given to you by a notice dated [●].

1. We give notice that, by a debenture dated [◆                      ] (the "Debenture"), we have assigned to National Westminster Bank plc (the "Security Trustee") as Security Trustee for certain banks (as referred to in the Debenture) all our present and future right, title and interest in and to *[insert details of Relevant Contract]* (together with any other agreement supplementing or amending the same, the "Agreement") including all rights and remedies in connection with the Agreement and all proceeds and claims arising from the Agreement.
2. We irrevocably authorise and instruct you from time to time:
  - (a) to disclose to the Security Trustee at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure), such information relating to the Agreement as is within your knowledge as the Security Trustee may from time to time request;
  - (b) following receipt of a notice from the Security Trustee that a Declared Default has occurred, to hold all sums from time to time due and payable by you to us under the Agreement to the order of the Security Trustee;
  - (c) following receipt of a notice from the Security Trustee that a Declared Default has occurred, to pay or release all or any part of the sums from time to time due and payable by you to us under the Agreement only in accordance with the written instructions given to you by the Security Trustee from time to time; and
  - (d) following receipt of a notice from the Security Trustee that a Declared Default has occurred, to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Debenture or the Agreement or the debts represented thereby which you receive at any time from the Security Trustee without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction (provided that this does not impose on you any obligations in addition to those you already have to us under the Agreement).
3. Prior to the occurrence of a Declared Default, we are permitted to receive from you any amount in respect of or on account of the sums payable to us from time to time under the Agreement.
4. Notwithstanding the assignment referred to above we shall remain entitled to exercise all the rights, powers and discretions under the Agreement and you should continue to give notices under the Agreement to us in each case unless and until you receive notice from the Security

Trustee that a Declared Default has occurred when all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Security Trustee or as it directs.

5. This notice may only be revoked or amended with the prior written consent of the Security Trustee.
6. Please confirm by completing the enclosed copy of this notice and returning it to the Security Trustee (with a copy to us) that you agree to the above and that:
  - (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;
  - (b) you have not, at the date this notice is returned to the Security Trustee, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Agreement or any proceeds of it and you will notify the Security Trustee promptly if you should do so in future; and
  - (c) following receipt of a notice from the Security Trustee that a Declared Default has occurred, you will not pay any sums to us or any other person (other than the Security Trustee) under or pursuant to the Agreement without the prior written consent of the Security Trustee.

This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

---

for and on behalf of  
[NAME OF CHARGOR]

*[On copy]*

To: NATIONAL WESTMINSTER BANK PLC (as Security Trustee)  
[◆ ]

Copy to: [NAME OF CHARGOR]

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in clause 6 of the above notice.

---

for and on behalf of

[◆ ]

Dated: [◆ 20◆ ]

## SCHEDULE 5: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY INSURERS

To: *[Insert name and address of insurer]*

Dated: [◆]

Dear Sirs

*[Describe insurance policies]* dated [◆ 20◆] between (1) you and (2) [◆ ]  
(the "Chargor")

[This assignment is subject, and without prejudice to the assignment to the Security Trustee (as defined below) in respect of the right, title, interest and benefit in the insurance policies pursuant to the security agreement dated [●], notice of which was given to you by a notice dated [●] (the "Existing Security Notice").]<sup>1</sup>

1. We give notice that, by a debenture dated [◆ ] (the "Debenture"), we have assigned to National Westminster Bank plc (the "Security Trustee") as Security Trustee for certain banks (as referred to in the Debenture) all our present and future right, title and interest in and to *[insert details of insurance policies]* (together with any other agreement supplementing or amending the same, the "Policies") including all rights and remedies in connection with the Policies and all proceeds and claims arising from the Policies.
2. We irrevocably authorise and instruct you from time to time:
  - (a) to disclose to the Security Trustee at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure) such information relating to the Policies as the Security Trustee may from time to time request;
  - (b) following receipt of a notice from the Security Trustee that a Declared Default has occurred, to hold all sums from time to time due and payable by you to us under the Policies to the order of the Security Trustee;
  - (c) following receipt of a notice from the Security Trustee that a Declared Default has occurred, to pay or release all or any part of the sums from time to time due and payable by you to us under the Policies only in accordance with the written instructions given to you by the Security Trustee from time to time;
  - (d) to comply with any written notice or instructions in any way relating to (or purporting to relate to) the Debenture, the sums payable to us from time to time under the Policies or the debts represented by them which you may receive from the Security Trustee (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction); and
  - (e) following receipt of a notice from the Security Trustee that a Declared Default has occurred, to send copies of all notices and other information given or received under the Policies to the Security Trustee.
3. Prior to the occurrence of a Declared Default, we are permitted to receive from you, any amount in respect of or on account of the sums payable to us from time to time under the Policies.

---

<sup>1</sup> Language to be included in relation to any continuing insurances

4. This notice may only be revoked or amended with the prior written consent of the Security Trustee.
5. Please confirm by completing the enclosed copy of this notice and returning it to the Security Trustee (with a copy to us) that you agree to the above and that:
  - (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;
  - (b) you have not, at the date this notice is returned to the Security Trustee, received notice [(other than the Existing Security Notice)] of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Policies or any proceeds of them or any breach of the terms of any Policy and you will notify the Security Trustee promptly if you should do so in future;
  - (c) following receipt of a notice from the Security Trustee that a Declared Default has occurred, you will not permit any sums to be paid to us or any other person under or pursuant to the Policies without the prior written consent of the Security Trustee; and
  - (d) following receipt of a notice from the Security Trustee that a Declared Default has occurred, if you make any attempt to terminate or amend the Policies, you will liaise with and notify the Security Trustee and not us.
6. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

---

for and on behalf of  
[*Name of Chargor*]

[*On copy*]

To: NATIONAL WESTMINSTER BANK PLC (as Security Trustee)  
[◆ ]

Copy to: [NAME OF CHARGOR]

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in clause 5 in the above notice.

---

for and on behalf of

[◆ ]

Dated:[◆ 20◆]

## SCHEDULE 6: FORM OF ACCESSION DEED

THIS ACCESSION DEED is made on

20[◆]

BETWEEN

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an "Acceding Company");
- (2) BANNATYNE FITNESS LIMITED (the "Borrower"); and
- (3) NATIONAL WESTMINSTER BANK PLC (as Security Trustee for the Secured Parties (as defined below)) (the "Security Trustee").

### BACKGROUND

This Accession Deed is supplemental to a debenture dated [◆] and made between (1) the Chargors named in it and (2) the Security Trustee (the "Debenture").

### IT IS AGREED:

#### 1. DEFINITIONS AND INTERPRETATION

##### (a) Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

##### (b) Construction

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

#### 2. ACCESSION OF THE ACCEDING COMPANY

##### (a) Accession

[The/Each] Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Trustee to observe and be bound by the Debenture; and
- (ii) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

##### (b) Covenant to pay

Without prejudice to the generality of clause 2(a) (*Accession*) of this Accession Deed, [the/each] Acceding Company (jointly and severally with the other Chargors [and each other Acceding Company]), covenants in the terms set out in clause 2 (*Covenant to pay*) of the Debenture.



(c) **Charge and assignment**

Without prejudice to the generality of clause 2(a) (*Accession*) of this Accession Deed, [the/each] Acceding Company with full title guarantee (on the terms set out in clause 3.1 (*Nature of security*) of the Debenture), charges and assigns (and agrees to charge and assign) to the Security Trustee for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing):

- (i) by way of first legal mortgage all Real Property (but excluding the Excluded Real Property and the Scottish Real Property and all interests in the Scottish Real Property) specified [against its name] in part 1 of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any));
- (ii) by way of first fixed charge:
  - (A) all the Charged Securities (including, without limitation, those specified [against its name] in part 2 of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any)); together with
  - (B) all Related Rights from time to time accruing to them;
- (iii) by way of first fixed charge each of its [Cash Collateral and] Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified [against its name] in part 3 of schedule 2 (*Details of Security Assets owned by Acceding Company*) and all monies at any time standing to the credit of such accounts;
- (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified [against its name] in part 4 of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any));
- (v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified [against its name] in part 5 of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and
- (vi) by way of absolute assignment the Insurances (including, without limitation, those specified [against its name] in part 6 of schedule 2 (*Details of Security Assets owned by Acceding Company*) (if any)), all claims under the Insurances and all proceeds of the Insurances.

(d) **Representations**

[The/Each] Acceding Company makes the following representations and warranties:

- (i) the Charged Securities listed in [part 2 of] schedule 2 to the Accession Deed (*Details of Security Assets owned by the Acceding Companies*) constitute the entire share capital owned by each Acceding Company in the relevant company [and constitute the entire share capital of each such company];

- (ii) in relation to the Real Property [part 1 of] schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all freehold and leasehold Real Property (other than the Excluded Real Property) which is beneficially owned by each Acceding Company at the date of this Deed and is to be Charged pursuant to clause 2(c)(i) above; and
- (iii) it is the sole legal and beneficial owner of all of the Security Assets identified against its name in Schedule 2 (*Details of Security Assets owned by the Acceding Companies*).

(e) **Consent**

Pursuant to clause 23.3 (*Accession Deed*) of the Debenture, the Borrower (as agent for itself and the existing Chargors):

- (i) consents to the accession of [the/each] Acceding Company to the Debenture on the terms of this Accession Deed; and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if [the/each] Acceding Company had been named in the Debenture as a Chargor.

**3. CONSTRUCTION OF DEBENTURE**

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed.

**4. THIRD PARTY RIGHTS**

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 Accession Deed. For the avoidance of doubt, any Receiver or Delegate may, subject to this clause 4 and the Contracts (Rights of Third Parties) Act 1999, rely on any clause of this Deed which expressly confers rights on it.

**5. NOTICE DETAILS**

Notice details for [the/each] Acceding Company are those identified with its name below.

**6. COUNTERPARTS**

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

**7. GOVERNING LAW**

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

IN WITNESS of which this Accession Deed has been duly executed by [the/each] Acceding Company and the Borrower as a deed and duly executed by the Security Trustee and has been delivered on the first date specified on page 1 of this Accession Deed[by [the/each] Acceding Company and the Borrower].

## SCHEDULE 1 TO THE ACCESSION DEED

### The Acceding Companies

Company name	Registered number	Registered office
[ ♦ ]	[ ♦ ]	[ ♦ ]
[ ♦ ]	[ ♦ ]	[ ♦ ]
[ ♦ ]	[ ♦ ]	[ ♦ ]
[ ♦ ]	[ ♦ ]	[ ♦ ]

## SCHEDULE 2 TO THE ACCESSION DEED

### Details of Security Assets owned by the Acceding Companies

#### [Part 1 - Real Property]

Registered land				
[Acceding Company]	Address	Administrative Area		Title number
[◆ ]	[◆ ]	[◆ ]		[◆ ]
Unregistered land				
[Acceding Company]	Address	Document describing the Real Property		
		Date	Document	Parties
[◆ ]	[◆ ]	[◆ 20◆]	[◆ ]	[◆ ]

#### [Part 2 - Charged Securities]

[Acceding Company]	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
[◆ ]	[◆ ]	[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]	[◆ ]	[◆ ]

#### [Part 3 - Charged Accounts]

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
[◆ ]	[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]	[◆ ]

#### [Part 4 - Intellectual Property]

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
[◆ ]	[◆ ]	[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]	[◆ ]	[◆ ]

Part 4B - Patents		
Proprietor/ADP number	Patent number	Description
[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]

[Part 5 - Material Contracts]

[Acceding Company]	Date of Relevant Contract	Parties	Details of Relevant Contract
[◆ ]	[◆ 20◆]	[◆ ]	[◆ ]
[◆ ]	[◆ 20◆]	[◆ ]	[◆ ]

[Part 6 - Insurances]

[Acceding Company]	Insurer	Policy number
[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]

EXECUTION PAGES OF THE ACCESSION DEED

*[insert execution provisions and notice details for the Acceding Companies]*

EXECUTION PAGES - 2021 DEBENTURE

THE CHARGOR

Executed as a deed but not delivered until the )  
first date specified on page 1 of this deed by )  
BANNATYNE FITNESS LIMITED acting by: )



Director Ed James

Witness signature

Witness name: Sam Cooper Gray

Witness address:

I confirm that the named witness was present with me when I electronically signed this deed. x

Address: Power House  
Haughton Road  
Darlington  
Co Durham  
DL1 1ST

Email: edjames@bannatyne.co.uk

Attention: Edwin James

Executed as a deed but not delivered until the )  
first date specified on page 1 of this deed by )  
BANNATYNE FITNESS (6) LIMITED acting )  
by:



Director Ed James  
\_\_\_\_\_  
Witness signature \_\_\_\_\_  
\_\_\_\_\_  
Witness name: Sam Cooper Gray  
\_\_\_\_\_  
Witness address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I confirm that the named witness was present with me when I electronically signed this deed. x

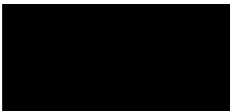
Address: Power House  
Haughton Road  
Darlington  
Co Durham  
DL1 1ST

Email: edjames@bannatyne.co.uk

Attention: Edwin James



Executed as a deed but not delivered until the )  
first date specified on page 1 of this deed by )  
BANNATYNE FITNESS (7) LIMITED acting )  
by:



Director Ed James  
\_\_\_\_\_  
Witness signature \_\_\_\_\_  
Witness name: Sam Cooper Gray  
\_\_\_\_\_  
Witness address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

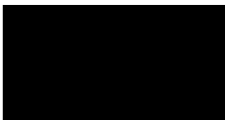
I confirm that the named witness was present with me when I electronically signed this deed. X

Address: Power House  
Haughton Road  
Darlington  
Co Durham  
DL1 1ST

Email: edjames@bannatyne.co.uk

Attention: Edwin James

Executed as a deed but not delivered until the )  
first date specified on page 1 of this deed by )  
BANNATYNE FITNESS (8) LIMITED acting )  
by:



Director Ed James  
\_\_\_\_\_  
Witness signature \_\_\_\_\_  
Sam Cooper Gray  
Witness name: \_\_\_\_\_  
Witness address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I confirm that the named witness was present with me when I electronically signed this deed. x

Address: Power House  
Haughton Road  
Darlington  
Co Durham  
DL1 1ST  
  
Email: edjames@bannatyne.co.uk  
  
Attention: Edwin James


Executed as a deed but not delivered until the )  
first date specified on page 1 of this deed by )  
BANNATYNE'S HEALTH CLUB (FIFE) )  
LIMITED acting by:





Director Ed James  
\_\_\_\_\_  
Witness signature \_\_\_\_\_  
Sam Cooper Gray  
Witness name: \_\_\_\_\_  
Witness address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I confirm that the named witness was present with me when I electronically signed this deed. X

Address: Power House  
Haughton Road  
Darlington  
Co Durham  
DL1 1ST  
  
Email: edjames@bannatyne.co.uk  
  
Attention: Edwin James

Executed as a deed but not delivered until the )  
first date specified on page 1 of this deed by )  
BANNATYNE'S HEALTH CLUB )  
(FALKIRK) LIMITED acting by: 

Director Ed James  
\_\_\_\_\_  
Witness signature   
\_\_\_\_\_  
Witness name: Sam Cooper Gray  
\_\_\_\_\_  
Witness address:   
\_\_\_\_\_  
\_\_\_\_\_

I confirm that the named witness was present with me when I electronically signed this deed. x

Address: Power House  
Haughton Road  
Darlington  
Co Durham  
DL1 1ST  
  
Email: edjames@bannatyne.co.uk  
  
Attention: Edwin James

Executed as a deed but not delivered until the )  
first date specified on page 1 of this deed by )  
BANNATYNE'S HEALTH CLUB )  
(BLACKPOOL) LTD acting by: )

Director Ed James

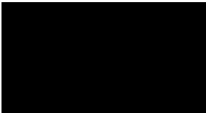
Witness signature [Redacted Signature]  
Witness name: Sam Cooper Gray

Witness address: [Redacted Address]

I confirm that the named witness was present with me when I electronically signed this deed. x

Address: Power House  
Haughton Road  
Darlington  
Co Durham  
DL1 1ST  
  
Email: edjames@bannatyne.co.uk  
  
Attention: Edwin James

Executed as a deed but not delivered until the )  
first date specified on page 1 of this deed by )  
BANNATYNE'S HEALTH CLUB (TOWER )  
42) LTD acting by:



Director Ed James  
\_\_\_\_\_  
Witness signature \_\_\_\_\_  
Sam Cooper Gray  
Witness name: \_\_\_\_\_  
Witness address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I confirm that the named witness was present with me when I electronically signed this deed. x

Address: Power House  
Haughton Road  
Darlington  
Co Durham  
DL1 1ST  
Email: edjames@bannatyne.co.uk  
Attention: Edwin James

THE SECURITY TRUSTEE

Signed by Calvin Jack )  
for and on behalf of NATIONAL )  
WESTMINSTER BANK PLC ) Signature 

Address: 250 Bishopsgate  
London  
EC2M 4AA

Email: Alexandra.Bellingham@natwest.com / Philip.brown1@natwest.com

Attention: Alexandra Bellingham/ Philip Brown